

**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 July 22, 2021**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

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

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

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

**Public Hearing: Local Law No. 1 of 2021 entitled "Solar Energy Facilities Law". (Will be changing to Local Law No.2 of 2021 due to Local Law No. 2 of 2021 will be being adopted first.)**

Town Attorney Teresa Bakner read a summary of public comments on Solar Law (Local Law no. 1 of 2021) as of July 22, 2021.

Council Member Ganther stated that he thinks he would like to have a public workshop regarding the Solar Law at some point to talk through all of it to get it to the finish line.

Town Attorney Teresa Bakner stated that the board, assuming that the law will change, could decide to close the public hearing and then renote it when they have a local law, they are comfortable with, so they don't have to keep continuing the Public Hearing each meeting.

Supervisor Tidball motioned, seconded by Council Member Senecal to open the floor for comments.

Motion carried, 5 ayes

Julie Langer from Schoharie spoke warning the board to protect the town against companies coming in and purchasing land in town just to turn it into solar farms as she stated has been done in Schoharie.

Barbara Russell from Westerlo also spoke warning the board that companies came in to Westerlo as well, purchasing land in that town just to turn it into solar farms. She stated that three out of the five solar farms there are property companies bought and made it into solar farms.

Lynne Bruning of Duanesburg Rd. spoke regarding her concerns regarding solar farms.

Supervisor Tidball motioned, seconded by Council Member Ganther to close the public hearing.  
Motion carried, 5 ayes

**Public Hearing: Local Law No. 2 of 2021 entitled “A Local Law amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues”. (Will be changing to Local Law No. 1 of 2021 since it will be adopted first.)**

Town Attorney Teresa Bakner stated that they are going to want to change this law to Local Law No. 1 because it is very likely to be adopted sooner. She then gave an update of changes made to the law as a result of comments made at the last meeting.

Supervisor Tidball motioned, seconded by Council Member Ganther to open the floor for comments.

Motion carried, 4 ayes Council Member Potter abstained

No one wished to comment.

Supervisor Tidball motioned, seconded by Council Member Senecal to continue the public hearing until next meeting.

Motion carried, 5 ayes

**Resolution 98-21:** Council Member Potter motioned, seconded by Council Member Ganther to approve the amended Town Board Meeting minutes of Thursday, April 22, 2021.

Motion carried, 5 ayes

**Resolution 99-21:** Council Member Potter motioned, seconded by Council Member Ganther to approve the Town Board Meeting minutes of Thursday, July 8, 2021.

Motion carried, 5 ayes

**Resolution 100-21:** Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

### **Vouchers to be Paid July 22, 2021**

<b>General Fund:</b>	<b>\$198,117.94</b>
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<b>Highway Fund:</b>	<b>\$9,104.59</b>
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<b>SD#1 Fund:</b>	<b>\$4,195.05</b>
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<b>Total To Be Paid:</b>	<b>\$214,961.67</b>
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Supervisor Tidball stated that he will turn it over to John regarding a proposed expansion of Town Hall. Council Member Ganther went over the proposed expansion of the downstairs at Town Hall. Nick Labasco of CT Male spoke regarding the proposed expansion. (Please see attached.)

**Public Safety:** Supervisor Tidball stated that there was nothing new to report. Council Member Wenzel had nothing to report as well. Supervisor Tidball did state that he and Council Member Wenzel went to swear in a new officer of the Mariaville Fire Department and had some discussions with them to see what is going on.

**Parks:** Council Member Wenzel reported that the baskets are in the process of being installed for the disc golf at Shafer Park. He also stated that the summer park program down at Van Patten is up and running and doing very well. There have been 30 – 35 kids there. Council Member Wenzel also stated that he received a call from a resident that is going to attend the next Parks Committee meeting who has some ideas on things he would like to do to help them spruce up the town forest and some other ideas on ways of generating revenue besides tree removal. So, he will report back at the next Town Board meeting what he presented.

**Sewer District #1, 2 & 3:** Council Member Ganther stated that they received a resume for the sewer operator position. Bill Brown from Delaware Engineering gave a brief report. Construction is continuing at the Delanson Plant. The last of the concrete was poured and the walls are done. The roof will be going on the next week or two. Equipment is starting to come in, some of the UV equipment came in last week and will start being installed in the coming weeks. He has a couple invoices for this meeting before the board tonight for the general contractor and Delaware Engineering. There will be one for the electrician starting in the next week or so. He stated that schedule wise, they need to be finished by the end of the year, the construction contracts both have to be done by November 15, their contractual term, so they seem to be in good shape there. SD#2, no changes there, they have plans into DEC for review for the UV system. That will be a next year project, the mandate for that is to have contracts in place by May of next year and to have it completed by May of the following year.



**Technology:** Council Member Ganther stated that the warranty on the server is coming to an end. The server is three years old, and the warranty is a three-year warranty. The extended warranty runs about \$800 per year so he would like to purchase the extended warranty. The Broadband Committee met last week and there is work being done to service houses on Gage Road, north of the railroad tracks, at this time south of the railroad tracks is not serviceable, Spectrum is waiting on permission from the railroad company to cross the railroad property to service the other side. There is also work being done on the west end of town (Oak Hill, Youngs, Brown). Annabelle Felton stated that when this first started there were 680+ unserviceable houses in town, that number is now down to 203 and the project that is going on now will service another 168 houses. So that will bring the number of unserviceable houses down to between 30 -40 houses. The next Broadband Committee meeting will be on Tuesday September 14, 2021, at 6:30pm. The meeting had always been on Wednesday's previously, but they had to move the meeting to Tuesday's now that the board room is downstairs because court uses the room on Wednesday's and there is no other spot for them to go.

#### **Business Meeting:**

**Resolution 101-21:** Council Member Potter motioned, seconded by Council Member Ganther to approve payment to Delaware Engineering in the amount of \$32,781.40.  
Motion carried, 5 ayes

**Resolution 102-21:** Council Member Wenzel motioned, seconded by Council Member Potter to approve payment to MCJ in the amount of \$99,750.00.  
Motion carried, 5 ayes

**Resolution 103-21:** Council Member Ganther motioned, seconded by Council Member Wenzel to appoint the following Park Counselors for the 2021 Park Program: Erin Johnson, Kristen Johnson, Olivia Cervera, Paulina Ostrander, Raelee Ostrander, Tyler Howe; and Lorelei Benson as a substitute counselor and Julie Myers as Assistant Park Director.  
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**Resolution 104-21:** Council Member Senecal motioned, seconded by Council Member Potter to accept the resignation of Court Clerk Lynn Masterpolo.  
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**Resolution 105-21:** Supervisor Tidball motioned, seconded by Council Member Senecal to appoint Marsha Winans to a full-time court clerk.  
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**Privilege of the Floor:** Opened at 7:54 p.m.

Dick Hoffman of Thousand Acre Road stated his concerns regarding the installation of poles and messes left behind by Spectrum and the crews that installed them for the broadband expansion. He stated that they should have been run underground and that the poles are not straight, one pole is tied to a maple tree and that they left wires and all sorts of messes at the poles. Including wire which if his cows would have eaten, would cause them hardwire which is a slow and painful death where nothing could have been done for them. He would like the board to take care of this issue.

Supervisor Tidball and the board members stated that this is the first that they are hearing of this and that they wish they would have been told sooner. Supervisor Tidball stated that he has some people at Spectrum that he will call to let them know of the issues to hopefully have it taken care of.

Lynne Bruning read a statement (please see attached).

Floor Closed: 8:09 p.m.

Supervisor Tidball motioned, seconded by Council Member Senecal to adjourn the meeting.  
Motion carried, 5 ayes

I, Brandy Fall, 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 July 22, 2021, at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

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**LEGAL NOTICE  
NOTICE OF PUBLIC HEARING  
TOWN BOARD  
TOWN OF DUANESBURG**

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In accordance with current Executive Orders, the regular Town Board of the Town of Duanesburg June 10, 2021 meeting at 7:00 p.m. will be held via videoconferencing/teleconference utilizing the Zoom Application. You will have an opportunity to see and hear the meeting live and provide your comments via the chat session that will be part of the meeting.

If you have a computer, tablet, or smartphone, you join and hear the audio and see the video of the live meeting. You can also access the meeting via phone as described below and listen to the meeting as a teleconference. The meeting will be recorded and later transcribed in accordance with Executive Order 202.1.

**Join Zoom Meeting**

<https://us02web.zoom.us/j/86972806349>

**Meeting ID:** 869 7280 6349

**Passcode:** 944206

**Dial in by Phone:** 1-646-558-8656

**Meeting ID:** 869 7280 6349

**Passcode:** 944206

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, June 10, 2021** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

**Local Law 1 of 2021** entitled "Solar Energy Facilities Law." The proposed local law would repeal and replace Local Law No. 1 of 2016 and would increase and improve the requirements to construct and operate Major Solar Energy Systems in the Town related to visual impact evaluation and screening and buffers, including setting forth additional decommissioning and financial security requirements, among others.

BY ORDER OF THE TOWN BOARD  
TOWN OF DUANESBURG

July 8, 2021

**SOLAR ENERGY FACILITIES LAW  
TOWN OF DUANESBURG  
LOCAL LAW No. 1\_ OF 2021**

**BE IT ENACTED** by the Town Board of the Town of Duanesburg, in the County of Schenectady, as follows:

SECTION ONE. TITLE.

This local law shall be known as the "Solar Energy Facilities Law," and shall repeal and replace Local Law No. 1 of the year 2016.

SECTION TWO. PURPOSE.

The purpose of this local law shall be to adopt a local law regarding the review of solar energy facilities and to amend the Town of Duanesburg Zoning Ordinance by providing for the siting, development and decommissioning of solar energy systems subject to reasonable conditions to reduce potential impacts to adjoining properties while promoting development of renewable energy resources.

SECTION THREE. AUTHORITY.

This local law is adopted pursuant to sections 10 and 22 of the Municipal Home Rule Law.

SECTION FOUR. ADOPTING THE SOLAR ENERGY FACILITIES LAW AND AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE.

The Town of Duanesburg Code and Zoning Ordinance are hereby amended as follows:

- I. Definitions.
  - a. Solar Energy System- A solar photovoltaic collection device and equipment that uses solar radiation to generate energy.
  - b. Solar Energy Equipment—Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.
  - c. Solar Energy System, Accessory --a roof or ground mounted solar energy system designed to supply energy for a principal use on a residential or commercial parcel and containing Solar Energy Equipment.

- d. Solar Energy System, Major -- a ground or roof mounted solar energy system that produces power to be sold to off-site customers.
  - e. Tree-Clear-Cutting -- any cutting of trees over six inches in diameter at breast height where the average residual basal area of trees over six inches in diameter at breast height remaining after such cutting is less than 30 square feet per acre.
  - f. Glare -- the effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.
  - g. Solar Panel-- A photovoltaic device capable of collecting and converting solar energy into electricity.
  - h. Solar Storage Battery-- A device that stores solar energy and makes it available in an electrical form.
2. Solar Energy System, Accessory. An accessory solar energy system shall comply with the following requirements:
- a. A ground-mounted accessory solar energy system shall comply with the setback and height requirements for a major accessory structure in the zoning district in which it is located.
  - b. A roof-mounted accessory solar energy system shall be mounted as flush as possible to the roof. To achieve proper solar orientation, panels may exceed the roofline by five feet.
  - c. The requirements set forth below in (3)(a) – (g), with the exception that for the Solar Energy System, Accessory, ground mounted, a minimum perimeter buffer of 25 feet may be acceptable at the discretion of the Planning Board where sufficient screening exists or is proposed to screen the views of any ground mounted solar panels or equipment from surrounding properties.
3. Solar Energy System, Major. A major solar energy system shall comply with the following requirements:
- a. All electrical and control equipment, including any battery and storage cells, shall be labeled and secured to prevent unauthorized access. Such equipment shall be enclosed with a seven feet high fence as required by the National Electrical Code.
  - b. Signs. Warning signage shall be placed on solar equipment to the extent appropriate. Solar equipment shall not be used for displaying any advertising. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except: (a) manufacturer's or installer's identification; (b) appropriate warning signs and placards; (c) signs that may be

required by a federal or State agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger.

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b.c. Visual Impact Evaluation. The Application shall include the submission of a GIS viewshed analysis of the Zone of Visual Impact (ZVI); defined as the area from which the proposed undertaking may be visible within a one-half mile (0.5) buffer around solar fields covering 4 to 40 acres in size, and a one-mile buffer around solar fields greater than 40 acres in size. Positive visibility of the solar field must be based upon bare-earth topography only (do not factor in vegetation). The analysis should be presented as an orthorectified aerial base map with the buffer boundary and project area indicated and ZVI highlighted.

e.d. Buffer/screening. A minimum one hundred feet perimeter buffer, consisting of natural and undisturbed vegetation, shall be provided around all mechanical equipment and solar panel arrays to provide screening to adjacent properties and to minimize glare on adjacent properties and roadways. Where the natural and undisturbed vegetation does not screen the views from the mechanical equipment and solar panel arrays, the Planning Board may require the Applicant may propose to enhance the perimeter buffer to improve its ability to screen the views.

d.e. Glare. Solar panels shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent buildings, properties or roadways. Exterior surfaces of roof-mounted collectors and related equipment shall have a non-reflective finish and shall be color-coordinated to harmonize with roof materials and other dominant colors of the structure.

e.f. Evergreen tree plantings or other visual screening may be required by the Planning Board to screen all or portions of the site from nearby residential property, public roads, and from public sites known to include important views or vistas.

f.g. Existing on-site vegetation shall be preserved to the maximum extent practicable. Clear cutting of all trees in a single contiguous area exceeding 20,000 square feet shall be prohibited. This clearing restriction shall not apply to trees cleared for the access road.

g.h. Height. Ground-mounted arrays shall not exceed fifteen (15) feet in height when oriented at maximum tilt.

h.i. Lot coverage. A major solar energy system shall not exceed 60 percent lot coverage. Lot coverage shall be defined as the area measured from the outer edge(s) of the arrays, inverters, batteries, storage cells and all other mechanical equipment used to create solar energy, exclusive of fencing and roadways.

i.j. Site disturbance, including but not limited to, grading, soil removal, excavation, soil compaction, and tree removal in connection with installation of solar energy



facilities, including ground-mounted systems, shall be minimized to the extent practicable. Forested sites shall not be deforested to construct solar energy facilities.

~~j-k~~ Noise. Substations and inverters shall be set back a minimum distance to achieve no discernable difference from existing noise levels at the property line.

~~k-l~~ Setbacks. Any structures and equipment shall not be placed in the one hundred feet perimeter buffer with the exception of the access road and the electrical transmission lines and poles connecting the facility to the grid, as well as the stormwater structures and fencing associated with the access road and the electrical transmission lines. Additional setbacks may be required by the Planning Board to adequately buffer adjoining properties and scenic roadways.

~~l-m~~ Access and parking. A road and parking will be provided to assure adequate emergency and service access. Maximum use of existing roads, public or private, shall be made. Any proposed new access road will be reviewed for fire safety purposes by the Town Building Inspector and the Chief of the Fire Company that serves the area containing the property.

4. Abandonment. An owner or operator of a major solar energy system that has not generated electricity for a period of six (6) consecutive months must notify the Town Supervisor and the Town Building Inspector in writing that the system is no longer operating. If the system ceases to operate for an additional twelve (12) consecutive months the system shall be deemed to be abandoned and shall be decommissioned within six months by the owner or operator. A decommissioning plan shall be submitted as part of the special use permit application to the Planning Board. The decommissioning plan shall include, but not be limited to, the following requirements: the plan must be signed by the owner and/or operator of the Solar Energy System and shall be submitted by the applicant, addressing the following:

- a. The cost of removing the entire Solar Energy System shall be estimated based upon prevailing wages and any other requirements applicable to municipalities under State or federal law and no salvage value shall be attributed to any of the components of the Solar Energy System and/or the Solar Energy Equipment.
- b. A schedule and methods for the removal of the Solar Energy System and/or the Solar Energy Equipment, including any ancillary structures.
- c. The time required to restore the property to its pre-existing condition and to repair any damage caused to the property by the installation and removal of the Solar Energy System.
- d. A plan for restoring the property to its preinstalled condition, including grading and vegetative stabilization to eliminate any negative impacts to

- surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing.
- e. A proposed Decommissioning Agreement which shall be provided by the Applicant and approved by the Town of Duanesburg Town Board. No building permit shall be issued for a Solar Energy System until the Decommissioning Agreement has been negotiated between the Applicant and the Town Board, has been approved by the Town Board and has been fully executed.

#### 5. Security.

- a. The deposit, executions, or filing with the Town Clerk of cash, bond, or other form of security reasonably acceptable to the Town Board and/or the professional engineer advising the Town, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to removal. The amount of the bond or security shall be 125% of the cost of removal of the Solar Energy System and restoration of the property with an escalator of 2 % annually (or COI if more than the annual escalator of 2%) for the life of the Solar Energy System. The Decommissioning Agreement shall specify the amount of the bond and the form of the bond or equivalent financial security. No building permit shall be issued until the bond or equivalent financial security is in full force and effect and has been provided to the Town Clerk.
- b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until ninety (90) days after the restoration of the property as set forth in the decommissioning plan is completed.
- c. In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in Section 10(b) and 10(c) herein.

- (1) A schedule and methods for the removal of the solar energy system from the lot; and
- (2) A plan for restoring the property to its preinstalled condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties.

6 Approvals Required: a. Prior to installing a solar energy system accessory, a building permit shall be obtained from the Uniform Code Enforcement Officer of the Town of Duanesburg pursuant to the requirements set forth in Section 14.3.

- b. Prior to installing a Solar Energy System Major, the applicant shall obtain site plan approval and a special use permit from the Town of Duanesburg Planning Board. A Solar Energy System Major shall only be permitted by special use permit and site plan approval in the R-2, C-1, and C-2 Zoning Districts. The substantive and procedural requirements for site plan review and special use permit review are set forth in Section 14.6 of the Town of Duanesburg Zoning Ordinance. The public hearing that is required to be held in connection with application for a special use permit will also held on the proposed site plan. All adjacent property owners will be notified of the public hearing on the application for special use permit and site plan approval in the manner set forth in the Town Zoning Code Section 14.6.2.4(B).
- c. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, decommissioning plan, bond and agreement. A new owner or operator of the Solar Energy System shall notify the Building Inspector and the Town Supervisor of such change in ownership or operator within 30 days of the ownership change.

7. The Zoning Ordinance shall be amended to add a new section 13.8 which will provide "Solar Energy Facilities. See Solar Energy Facilities Law".

#### SECTION FIVE. SEQRA DETERMINATION.

~~The Town Board hereby determines that the adoption of this local law is a type one action that will not have a significant effect on the environment and therefore, no other determination or procedure under the State Environmental Quality Review Act ("SEQRA") is required.~~

#### SECTION FIVESIX. EFFECTIVE DATE.

This local law shall become effective upon its filing in the Office of the Secretary of State.

#### SECTION SIX.SEVEN. SEVERABILITY.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

## **Summary of Public comments on Solar Law (Local Law no. 1 of 2021) as of July 22, 2021**

1. Annual inspection by neighbors – independent 3<sup>rd</sup> party.
2. Community wide notification.
3. 32' square feet sign posted on property.
4. Notify everyone – per telecom law.
5. Restrict power, size, etc. of panels.
6. Town Board approval of solar projects.
7. MSDS and all equipment specification to be provided as part of application.
8. Site visit by Town Board, Planning Board.
9. Notify everyone within ½ mile, certified mail receipt requested.
10. Enhanced public notice, including receipt of application and signs posted on property (32' high).
11. Notify all property owners within one half mile, certified mail return receipt requested.
12. Visually screen around entire perimeter.
13. Trees for screening to be resistant to disease and deer (Norway spruce – fungus problem).
14. Restrict size of solar project.
15. Post all solar applications as PDF on the website.
16. Application pages each to have page, date and name.
17. All documents dated.
18. Battery energy storage to be prohibited.
19. Require a PILOT.
20. Have a sign off for NYSDOT, NYSDEC and Fire Company.
21. Submit power purchase agreement.
22. Establish a density of solar projects allowed in a one mile radius.

23. Application should describe benefit to local community.
24. Should be a separate PILOT for BES.
25. Disclose who drafted and developed the local law.
26. Post most recent version of local law on website.
27. Require all components of the system to be recycled when decommissioning.



**LEGAL NOTICE  
NOTICE OF PUBLIC HEARING  
TOWN BOARD  
TOWN OF DUANESBURG**

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In accordance with current Executive Orders, the regular Town Board of the Town of Duanesburg June 10, 2021 meeting at 7:00 p.m. will be held via videoconferencing/teleconference utilizing the Zoom Application. You will have an opportunity to see and hear the meeting live and provide your comments via the chat session that will be part of the meeting.

If you have a computer, tablet, or smartphone, you join and hear the audio and see the video of the live meeting. You can also access the meeting via phone as described below and listen to the meeting as a teleconference. The meeting will be recorded and later transcribed in accordance with Executive Order 202.1.

**Join Zoom Meeting**

<https://us02web.zoom.us/j/86972806349>

**Meeting ID:** 869 7280 6349

**Passcode:** 944206

**Dial in by Phone:** 1-646-558-8656

**Meeting ID:** 869 7280 6349

**Passcode:** 944206

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, June 10, 2021** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

**Local Law 2 of 2021** entitled "A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues." The proposed local law would amend the zoning law to allow commercial events to occur in existing appropriate structures in all Zoning Districts of the Town, with the exception of the L-2 District, upon issuance of a special use permit by the Town Planning Board. The purpose of the local law is to regulate such events to ensure that they are consistent with public health, safety and welfare and to address any environmental impacts associated with the operation of commercial event venues.

**BY ORDER OF THE TOWN BOARD  
TOWN OF DUANESBURG**

REVISED AS OF JULY 22, 2021

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**TOWN OF DUANESBURG LOCAL LAW NO. 2 OF 2021**

**A LOCAL LAW AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE  
WITH RESPECT TO COMMERCIAL EVENT VENUES**

**BE IT ENACTED** by the Town Board of the Town of Duanesburg in the County of Schenectady as follows:

**Section 1. Title of the Local Law.**

This local law shall be entitled "A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues."

**Section 2. Authorization.**

This local law is enacted pursuant to the Municipal Home Rule Law and Article 16 of the Town Law of the State of New York.

**Section 3. Purpose.**

The purpose of this local law is to allow within the Town of Duanesburg in all but the L-1 and L-2 Districts, the conversion and use of existing structures for temporary events such as weddings, anniversaries, graduation parties, and other similar ~~reasons~~ occasions on a commercial basis. The Town Zoning Ordinance currently addresses mass gatherings but does not address smaller commercial events that may be held in existing structures and/or tents, including Bed and Breakfasts, Agricultural Barns or other accessory structures. Use of Fire Halls, Churches and other buildings already rated for public assemblies for such events is not in any way restricted by the adoption of these regulations which pertain to commercial temporary events. Use of homes and properties on a non-commercial basis for such events is also exempted from the requirements of this local law. For purposes of commercial event venues in the L-1 District, the intent is to allow such events in conjunction with approved Bed and Breakfast uses only.

Where an existing structure is going to be used for commercial events the goal is to balance the impacts of such events on the surrounding neighbors and to ensure that the events are carefully regulated to address impacts related to noise, property maintenance, traffic, public health, welfare and safety.

**Section 4. Zoning Ordinance Amendment**

The Zoning Ordinance is amended to reflect and include the following:

**REVISED AS OF JULY 22, 2021**

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**§ 1-1 Applicability.**

A. This section shall apply to the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like in all zoning districts in the Town, with the exception of the L-2 District.

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B. With regard to the L-1 District, such events shall only be permitted in conjunction with approved Bend and Breakfast uses only.

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C. This section shall not apply to a facility that has been granted a special use permit to hold mass-a-mass gatherings as defined under the Town Zoning Code.

D. This section shall not prohibit the Planning Board from approving a special use permit for a project in any district, except the L-2 District, where the only access to the property is through the L-1 or L-2 District.

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**§ 1-2 Definitions.**

A. For purposes of this local law, the term "commercial" shall mean any use related to doing business or for business purposes.

**§ 1-3 Standards.**

A. The Planning Board may grant a special use permit to allow the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like, pursuant to 1-1, in all zoning districts in the Town with the exception of the L-1 and L-2 Districts, provided that the Planning Board finds that all of the following conditions and standards have been met for the conversion of each existing structure for such purposes and that the structure/event venue:

1. Will comply with applicable legal requirements, will be consistent with the purposes of the district in which it is located and has been given due consideration by the Planning Board.
2. Will not result in excessive off-premises noise, dust, odors, solid waste nor glare/lighting, or create any public or private nuisances.
3. Will not cause significant traffic congestion, will provide adequate parking/parking, will not impair pedestrian safety, will not adversely impact emergency services accessibility or overload existing roads, considering their current width, surfacing, condition and any proposed improvements made to them by the applicant.
4. Will be suitable for the proposed action considering the property's size, location, topography, vegetation, soils, natural habitat, hydrology, and its ability to be buffered or screened from neighboring properties and public roads.

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**§ 1-4 Decision.**



The Planning Board may approve the application, approve it subject to modifications, or disapprove the application.

- A. Decision. Any decision by the Planning Board to grant or deny a special use permit shall include either a negative declaration of environmental significance or a written SEQRA findings statement consistent with the requirements of SEQRA. The decision shall contain a statement of its findings regarding the appropriateness of the use so authorized and the conditions required in the special use permit, or its reasons for denial. In granting any approval, the Planning Board shall impose any conditions that may be necessary to ensure that the proposed use will be compatible with its surroundings.
- B. Quantity of Events. The number of events that can be held at a location may be limited at the discretion of the Planning Board depending upon the facts and circumstances of the application.
- C. The Planning Board shall attach to the special use permit such conditions and restrictions as are deemed necessary. Upon its granting of said special use permit, any such conditions must be met by the Applicant prior to the issuance of any permits by the Building Inspector and throughout the operation of the event venue. The special use permit for events may be reviewed at the discretion of the Planning Board on a yearly basis.

## § 2 Event Venue.

### § 2-1 Use Standards.

An event venue must demonstrate compliance with the following standards in addition to the special use standards in § 1-13.

- A. The event venue shall be located on a site with a minimum of five acres, unless the venue includes a permitted bed and breakfast or hotel/motel type facility.
- B. The site of the event venue shall have at least two means of egress, at least one of which is adequate for emergency vehicles, as determined by the Planning Board in consultation with emergency responders based on its width, length, surface and ability to support the gross vehicle axle weight of emergency vehicles.
- C. The maximum number of attendees at the event venue shall be 400200.
- D. The applicant shall demonstrate either that all required parking can be accommodated on-site or that sufficient off-site parking areas are under the control of the event operator and shuttle vehicles shall be used by the operator of the event venue for such off-site parking areas. All off-site parking areas shall be reviewed by the Planning Board and are subject to standards. The applicant shall provide an event venue utilizing shuttles to reduce congestion.
- E. The applicant shall also submit a traffic study showing that the roadways around, entering and leaving the event venue have sufficient capacity and are safe to accommodate the event venue including event attendees and support employee vehicles as well as emergency vehicles.
- F. All events shall be provided with adequate potable water and sanitary facilities as required by the Planning Board, Building Inspector and/or the NYS Department of Health.

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- G. The Planning Board shall require appropriate buffers between the event venue and off-site parking, if any, and adjoining properties, given the size of parcel, the natural topography and vegetative cover.
- H. The event will not make, continue, cause, or permit, unreasonably intrusive noise. Standards to be considered in determining whether an unreasonably intrusive noise exists include, but are not limited to, the following:
- The volume of the noise.
  - The frequency of the noise.
  - The time of day of the noise.
  - The proximity to any residential, educational, medical, or religious facility.
  - The duration of the noise.
- I. Maximum Sound Levels.
- Events may only take place between the hours of 9:00 AM to 9:00 PM, except where otherwise specified by the Planning Board.
  - ~~a.b.~~ and ~~a.A~~ At no time may the maximum sound level exceed 70 decibels measured at any of the property boundaries or at the closest residential receptor, as determined by the Planning Board.
  - ~~b.c.~~ The measurement of any sound or noise shall be made with a sound-level meter using the A-weighted scale and slow response, except for sounds or noises which occur in single or multiple bursts with a duration of less than one second, for which fast response shall be used. ~~The sound level determination or measurement shall be conducted not nearer to the sound source than the closest property line of the parcel on which such noise is generated, except where otherwise specified by the Planning Board.~~
- J. Seating for events may occur outdoors, under a fabric structure temporarily constructed on the property, or in an event structure meeting the standards in § 2-3 below.
- K. Locations for proposed temporary fabric structures must be included on the site plan. All buildings and structures, including fabric structures, to be used as part of the event venue shall, where required, obtain a certificate of occupancy for their intended uses, including an event structure meeting the standards in § 2-3 below.
- L. The Planning Board shall determine the permitted hours of operation of an event venue. Events shall commence no earlier than 9:00 AM and shall terminate no later than 9:00 PM ~~Sundays through Saturdays~~. The Planning Board shall also have the power to modify the commencement and termination times for a particular site based upon the specifics of the application before it as long as the modifications do not impact the health, safety and welfare of the neighborhood and the surrounding community. For purposes of this section, "termination" shall mean the termination of food, drinks, service and entertainment, with the understanding that attendees and servers will need a reasonable amount of time after termination to exit the premises. A generic event management plan shall be prepared and submitted to the Planning Board for review and approval as part of the special use permit review. The plan shall include provisions for traffic and parking management, hours of operation, noise abatement, sanitary facilities and maximum number of guests. The plan shall also include a list of contacts for emergency situations to be used by the guests and



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shall be provided at each event along with the legal name and address of an emergency contact person at the site shall also be provided.

L.M. The Applicant shall provide to the Town a certificate of insurance evidencing coverage in a commercially reasonable amount for the event venue naming the Town as additional insured. Such certificate of insurance shall be provided to the Town Clerk on an annual basis by January 1 of each year or the special use permit will be revoked. An annual certification of compliance with the terms and conditions of the special use permit shall be provided to the Town by the Applicant.

#### § 2-3. Event Structures.

Event venues may utilize new structures or former residential, agricultural or accessory structures as a place of public assembly, such as a barn, house or garage, provided the following criteria are satisfied:

- A. The use of any structure for events shall be permitted only after the issuance of a building permit and a certificate of occupancy for public assembly by the Town's Building Inspector.
- B. The applicant shall provide the Building Inspector with a plan prepared by a registered licensed design professional to improve the structure to be used for events to enable the structure to obtain a certificate of occupancy for an assembly area, where none exists. A copy of the plan shall also be submitted to the Planning Board as part of special use permit and site plan review.
- C. The occupancy of the event structure shall not exceed occupancy load and exiting provisions of the New York State Uniform Code and those occupancy load limits shall be posted at the premises by the Town's Building Inspector.

#### § 2-4. Special Use Permit.

- A. The special use permit and site plan for an event venue must include:
  1. The maximum number of attendees permitted during any event, but in no event greater than ~~400~~200 attendees.
  2. The hours of operation of the special event venue and whether amplified sound is permitted either outside or inside or both.
  3. Any other conditions on operation, design and layout reasonably necessary to ensure compatibility with surrounding uses and to protect the natural, historic and scenic resources of the Town.
  4. Items in Subsection A(1) through (3) above shall be determined by the Planning Board based on the size of the parcel, location, topography, parking, proximity of neighbors, emergency access and the ability of existing and proposed buffers to provide sound attenuation and visual screening.
  5. This permit is allowed in all districts except ~~the L-1 and L-2~~. In the L-1 District such events are allowed by special permit only at a Bed and Breakfast that has received all necessary approvals from the Town to operate in the Town.

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6. Trash and other debris shall be stored in containers with lids. Any blowing trash shall not accumulate on any neighboring properties and all trash generated from the event must be removed no later than noon on the day following the event.

- B. Once a special use permit has been granted to permit an event venue at a particular site, individual events may be held at the site without further review by the Planning Board as long as such events are compliant with § 2-1 and with all the conditions of the special use permit and other approvals issued by the Town.

#### **Section 5. Supersession.**

Pursuant to the powers granted by the Municipal Home Rule, this Local Law supersedes all provisions of the Town of Duanesburg Town Code, in so far as such statutes are inconsistent with this Local Law and any other laws or regulations of the Town of Duanesburg are superseded to the extent necessary to give this Local Law full force and effect. All other provisions shall remain the same.

#### **Section 6. Severability.**

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

#### **Section 7. Effective Date.**

This Local Law shall take effect immediately upon filing in the office of the New York Secretary of State in accordance with Municipal Home Rule Law § 27.

# **Town of Duaneburg** **Vouchers Per Fund**

<b>Fund</b>	<b>Amount</b>
General Fund	\$ 198,117.94
Highway Fund	\$ 9,104.59
Sewer District # 1	\$ 4,195.05
Sewer District # 2	\$ 2,209.97
Sewer District # 3	\$ 1,334.12
<b>Total</b>	<b>\$ 214,961.67</b>

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**July 22, 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, dated July 9, 2021, for Town Board review in the amount of **\$32,781.40** for professional services provided during June and August of 2021 ("Professional Services Invoice No. 16"); and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Professional Services Invoice No. 16 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 **\$32,781.40**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 22, 2021.

  
Roger Tidball, Supervisor

  
Town Clerk/Deputy Town Clerk

Date -

Date 7/22/2021

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

**Town Board Members:**

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



## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

July 16, 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 #16

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$32,781.40 for services related to the above referenced project.

Services provided during June 2021 include:

- Continued communications with Town and regulatory agencies
- Review contractor's payment and change order requests
- Review equipment/material submittals
- Travel to site to review project status with Town and contractors
- NYSEFC compliance documentation, submit document collection paperwork
- Onsite construction inspection

Services anticipated to be provided during August 2021 include:

- Continued communications with Town and regulatory agencies
- Review contractor's payment requests
- Travel to site to review project status with Town and contractors
- NYSEFC compliance documentation
- Onsite construction inspection

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)  
07-2021 Duanesburg (T) Delanson WWTP Long Term Improvements CL 16





# 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 19-1712-16  
Date 07/09/2021

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

For Services Rendered Through July 04, 2021

## 3 Construction Management/Admin

	Units	Rate	Billed Amount
Ablen Amrod	6.00	200.00	1,200.00
Eric Michelitsch	5.50	110.00	605.00
William J. Brown	26.00	155.00	4,030.00
Yamir Betancourt	12.00	155.00	1,860.00
subtotal	49.50		7,695.00

## REIMBURSABLES

	Units	Rate	Billed Amount
Mileage - Oneonta 2021	120.00	0.56	67.20
Yamir Betancourt			
Mileage - Oneonta 2021	300.00	0.56	168.00
Reimbursables subtotal			235.20
Phase subtotal			7,930.20

## 4 Construction Inspection

	Units	Rate	Billed Amount
Tucker Lewis	183.00	125.00	22,875.00

## REIMBURSABLES

	Units	Rate	Billed Amount
Tucker Lewis			
Mileage - Albany 2021	1,520.00	0.56	851.20
Phase subtotal			23,726.20

## 6A NYSEFC Contract Coordination (SUB-Deroo Consulting)

### CONSULTANT

	Units	Rate	Billed Amount
Deroo Consulting			1,125.00

Invoice total 32,781.40

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 607-432-8073/FAX 607-432-0432

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

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements  
INVOICE/REQUISITION No.: 16

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
<b>1. Task 1 - Design</b>				
Labor	\$ -	\$ 54,532.50	\$ 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)	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
<b>SUBTOTAL - TASK 1</b>	<b>\$ -</b>	<b>\$ 98,999.69</b>	<b>\$ 98,999.69</b>	<b>\$ 100,000.00</b>
<b>2. Task 2 - Bid/Award</b>				
Labor	\$ -	\$ 7,496.25	\$ 7,496.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 2</b>	<b>\$ -</b>	<b>\$ 7,496.25</b>	<b>\$ 7,496.25</b>	<b>\$ 7,500.00</b>
<b>3. Task 3 - Construction Management/Admin</b>				
Labor	\$ 7,695.00	\$ 18,877.50	\$ 26,572.50	
Reimbursable Expenses	\$ 235.20	\$ 201.60	\$ 436.80	
<b>SUBTOTAL - TASK 3</b>	<b>\$ 7,930.20</b>	<b>\$ 19,079.10</b>	<b>\$ 27,009.30</b>	<b>\$ 50,000.00</b>
<b>4. Task 4 - Construction Inspection</b>				
Labor	\$ 22,875.00	\$ 19,520.00	\$ 42,395.00	
Reimbursable Expenses	\$ 851.20	\$ 682.08	\$ 1,533.28	
<b>SUBTOTAL - TASK 4</b>	<b>\$ 23,726.20</b>	<b>\$ 20,202.08</b>	<b>\$ 43,928.28</b>	<b>\$ 74,000.00</b>
<b>5. Task 5 - As Built Drawing Preparation</b>				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
<b>SUBTOTAL - TASK 5</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,500.00</b>

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
<b>6. Task 6 - NYSEFC Contract Coordination</b>				
Labor	\$ -	\$ 4,998.75	\$ 4,998.75	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ 1,125.00	\$ 3,176.43	\$ 4,301.43	\$ 10,000.00
<b>SUBTOTAL - TASK 6</b>	<b>\$ 1,125.00</b>	<b>\$ 8,175.18</b>	<b>\$ 9,300.18</b>	<b>\$ 15,000.00</b>
<b>7. Task 7 - Preliminary Engineering</b>				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 7</b>	<b>\$ -</b>	<b>\$ 70,894.70</b>	<b>\$ 70,894.70</b>	<b>\$ 70,894.70</b>
<b>TOTAL</b>	<b>\$ 32,781.40</b>	<b>\$ 224,847.00</b>	<b>\$ 257,628.40</b>	<b>\$ 320,894.70</b>
<b>AMOUNT DUE FOR CURRENT SERVICES</b>	<b>\$ 32,781.40</b>			
<b>AMOUNT PAST DUE</b>	<b>\$ 37,273.98</b>	Invoice #14, 5/7/2021 and Invoice #15, 6/8/2021		
<b>TOTAL NOW DUE</b>	<b>\$ 70,055.38</b>			
<b>BUDGET BALANCE</b>	<b>\$ 63,266.30</b>			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

# Deroo Consulting

## Fiscal Assistance

13 McKinley Drive

Delmar, New York 12054

(616) 886-5678

derooconsulting@gmail.com

# INVOICE

INVOICE NO: 52

DATE: July 1, 2021

## Delaware Engineering, DPC

55 South Main Street

Oneonta, NY 13820

607-432-8073

607-432-0432 FAX

#19-1712

DESCRIPTION	UNIT PRICE	AMOUNT
Town of Duanesburg WWTP Project C4-5469-06-00		<b>\$1125.00</b>
Total Hours: 15 hours in June 2021	\$75 per hour	\$ 1125.00
<ul style="list-style-type: none"><li>MWBE Monthly reports: compilation and submission</li><li>Quarterly Reporting</li><li>Working with sub contractors on UPs &amp; specialty equipment waiver</li><li>Document Collection coordination for mid-project audit</li></ul>		\$ 0.00
Mileage (round trip):	\$0.56 per mile	\$0.00
Postage	as per receipt	\$ 0.00
Supplies and copies (see receipts)		\$ 0.00
Total Now Due		

Make all checks payable to: Leslie Deroo

If you have questions concerning this invoice, call: Leslie Deroo, (616) 886-5678

THANK YOU FOR YOUR BUSINESS

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**July 22, 2021**

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

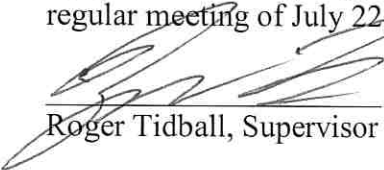
**WHEREAS**, the Delanson Wastewater Treatment Plant (the "Delanson WWTP") serves Duanesburg Sewer Districts Nos. 1 and 3; and

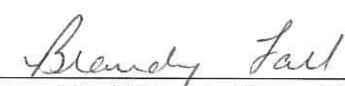
**WHEREAS**, the Town Board retained MCJ Construction for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

**WHEREAS**, MCJ Construction has submitted an invoice, dated July 8, 2021, for Town Board review in the amount of **\$99,750.00** for services provided for the period ending July 2, 2021 ("Contractor Invoice No. 3").

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Contractor Invoice No. 3 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of **\$99,750.00**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 22, 2021.

  
Roger Tidball, Supervisor

  
Town Clerk/Deputy Town Clerk

Date

Date 7/22/2021

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

Council Member Senecal

Town Board Members:

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





## Delaware Engineering, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

July 8, 2021

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

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

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

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 3 for MCJ Construction, the contractor for the subject project, for the period ending July 2, 2021 in the amount of \$99,750.00. The balance to finish including retainage equals \$744,017.50

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

Attached for your files are the following items:

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

Please contact me if you have any questions.

Respectfully,

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

Bill Brown, P.E.

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

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO, PAGE(S)

TO OWNER: Town of Duanesburg PROJECT: Delanson WWTP Long Term Improvements APPLICATION NO: 3 Distribution to:

FROM CONTRACTOR: MCJ Construction LLC, 777 ARCHITECT: Delaware Engineering  
Bunker Hill Road, Mayfield, NY 55 South Main Street  
12117 Oneonta, NY 13820

PERIOD TO: 10/02/21

CONTRACTOR: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

PROJECT NO: ☐

CONTRACT DATE: 12/28/21

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

- ORIGINAL CONTRACT SUM \$ 999,000.00
- Net change by Change Orders \$ 56,000.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,055,000.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 327,350.00
- RETAINAGE:
  - 5 % of Completed Work \$ 16,367.50 (Column D - E on G703)
  - 5 % of Stored Material \$ 0.00 (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 16,367.50
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 310,982.50
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 211,232.50
- CURRENT PAYMENT DUE \$ 99,750.00
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 744,017.50

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

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

CONTRACTOR:

By: James Deane Date: 7/7/21

State of New York County of Fulton  
Subscribed and sworn to before me this 7 day of July 2021  
Notary Public: Kelly A. Hart  
My Commission expires: 11/5/24 No. 01-HA6271565  
Qualified in Fulton County

## ARCHITECT'S CERTIFICATE FOR PAYMENT

My Commission Expires 11/05/24

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

AMOUNT CERTIFIED ..... \$ 99,750.00

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

By: Wallace Date: 7/8/2021

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

# CONTINUATION SHEET

AIA DOCUMENT G703

Page of

2 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO.

3

Contractor's signed certification is attached.

07/06/21

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE:

07/02/21

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:

ARCHITECT'S PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization/Demobilization	\$45,000.00	\$18,000.00		\$0.00		\$18,000.00	40%	\$27,000.00	\$900.00
2	New EQ Tank and Building	\$300,000.00	\$75,000.00		\$100,000.00		\$175,000.00	58%	\$125,000.00	\$8,750.00
3	New Mechanical Fine Screen	\$190,000.00	\$9,500.00		\$0.00		\$9,500.00	5%	\$180,500.00	\$475.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$7,500.00		\$0.00		\$7,500.00	5%	\$142,500.00	\$375.00
5	Site Work and Yard Piping	\$65,000.00	\$45,000.00		\$5,000.00		\$50,000.00	77%	\$15,000.00	\$2,500.00
6	SBR Tank Grating and Railing	\$30,000.00	\$1,500.00		\$0.00		\$1,500.00	5%	\$28,500.00	\$75.00
7	NPW System in Filtration Building	\$67,000.00	\$3,350.00		\$0.00		\$3,350.00	5%	\$63,650.00	\$167.50
8	New UV System	\$130,000.00	\$6,500.00		\$0.00		\$6,500.00	5%	\$123,500.00	\$325.00
9	Modify Chemical Feed Skid	\$2,000.00	\$0.00		\$0.00		\$0.00	0%	\$2,000.00	\$0.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$0.00		\$0.00		\$0.00	0%	\$20,000.00	\$0.00
11	Change Order #1: Rock Excavation	\$56,000.00	\$56,000.00		\$0.00		\$56,000.00	100%	\$0.00	\$2,800.00
12		\$0.00	\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
13			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
14			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
15			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
16			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
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18			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
19			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
20			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
21			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
22			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
23			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
24			\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
<b>GRAND TOTALS</b>		\$1,055,000.00	\$222,350.00		\$105,000.00	\$0.00	\$327,350.00	31.0%	\$727,650.00	\$16,367.50

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20005-5292

G703-1992



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



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

Name of Contactor MCJ CONSTRUCTION, LLC		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117		OMB No. 1295-0008 Expires 02/28/18	
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FEIN		For Week Ending		PROJECT AND LOCATION:										PROJECT OR CONTRACTOR NO.											
14-1835610		6/13/2021		Town of Duanesburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053										PRC NO. #2020009005											
Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	ST of	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Deductions			Net Wages Paid for week								
				M 6/7	T 6/8	W 6/9	TH 6/10	F 6/11	S 6/12	S 6/13				FICA	Fed W/H tax	NYS tax		PFL SDI	Other	Total Deductions					
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer	OT				3.5					3.5	74.75												
			Hol									0	57.99												
			ST	8	8		8					24	57.99	1,653.36	126.48	270.23	86.48	9.02		492.21	1,161.15				
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O	Labor	Hol									0		0.00											
			ST									0	57.99							0.00	0.00				
			OT			1	3.5					4.5	74.75	2,655.94	203.18	440.47	137.13	14.17	265.59	1,060.54	1,595.40				
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M/O	Labor	HOL									0	57.99	2,655.94											
			ST	8	8	8	8	8				40	57.99												
			OT			1	3.5					4.5	74.75												
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	Hol									0	57.99	2,018.05											
			ST			8	8	8	8	5		29	57.99												
			OT									0	62.50												
			HOL									0	62.50	2,000.00											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copland Act's (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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

Public Burden Statement







Rev Dec. 08

Rev Dec. 08

Rev Dec. 08

Name of Contactor		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117												OMB No. 1235-0008 Expires 02/28/18				
MCJ CONSTRUCTION, LLC																		
FEIN		For Week Ending		PROJECT AND LOCATION: Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053												PROJECT OR CONTRACTOR NO. PRC NO. #2020009005		
14-1835610		6/20/2021																
Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	ST of	Day and Date							Rate of Pay		Gross Amount Earned	FICA	Fed W/H tax	Deductions		Net Wages Paid for week
				M	T	W	TH	F	S	S	Total Hours							
				6/14	6/15	6/16	6/17	6/18	6/19	6/20								
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/0	Engineer	OT								0	74.75						
			Hol								0	57.99						
			ST		8	8		8			24	57.99		106.47	249.84	77.34	7.49	441.14
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/0	Labor	Hol								0							
			St								0			0.00				0.00
			ST								0	57.99						
Putman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/0	Labor	OT								0	74.75						
			HOL								0	57.99						
			ST		8	8	8	8			32	57.99		1,855.68	294.26	91.13	9.96	185.57
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M/0	Labor	OT								0	74.75						
			Hol								0	57.99						
			St								0			141.96	192.48	104.33	9.96	448.73
			ST		8	8	8	8			32	57.99		1,855.68				1,406.95
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/0	Manager	OT								0	62.50						
			HOL								0	62.50						
			ST		8	8	8	8			32	62.50		2,000.00	373.43	116.62	10.70	653.75
											0							
			St								0			0.00				0.00
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											0			0.00				0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copland Act5 (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(iv) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer on 29 C.F.R. 5.5(a)(3)(iv) must be paid no less than the promer Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits. If an employer or mechanic has been paid no less than the promer Davis-Bacon prevailing wage rate for the work performed, DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

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

Date 6/25/2021

I, Leslie Garber (Name of Signatory Party) Member/Manager (Title)

do hereby state:

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

MCJ CONSTRUCTION, LLC on the \_\_\_\_\_  
(Contractor of Subcontractor)

Town of Duanesburg, Delanson WI; that during the payroll period commencing on the \_\_\_\_\_

(Building or Work)

14th day of June 2021, and ending the 20th day of June 2021

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

MCJ CONSTRUCTION, LLC from the full \_\_\_\_\_  
(Contractor of Subcontractor)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(4) That:

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


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

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Name and Title <b>Leslie Garber/Member</b>	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	





Rev Dec. 08

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(e), the Copland Act5 (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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



Date 7/2/2021

I, Leslie Garber Member/Manager  
(Name of Signatory Party) (Title)  
do hereby state:

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

MCJ CONSTRUCTION, LLC on the  
(Contractor of Subcontractor)

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

(Building or Work)

14th day of June 2021, and ending the 20th day of June 2021

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

MCJ CONSTRUCTION, LLC from the full  
(Contractor of Subcontractor)

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

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

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

(4) That:

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

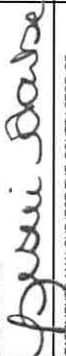
XX in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Name and Title Leslie Garber/Member	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	

Project: Duaneen WWTP Long Term Improvements															
TD1-G-21 General															
Contractor: MCI Construction															
Period Covered: 6/1/2021 - 7/2/2021															
Location: Town of Duaneburg															
B															
b															
Description of Work															
Bid Item Number	Change Order or Bid Quantity	Unit	Bid Unit Price	Scheduled Value	Quantity Previous	Quantity This Period	Quantity To Date	Materials Stored And Consumed Previous	Work Consumed This Period	Materials Stored Over This Period	Total Completed To Date	Percent Complete To Date	Balance To Finish (C - S)	Retainage Earned	Retainage Value
1	1.01	Lump Sum	\$ 45,000.00	\$ 45,000.00	0.40	0.00	0.40	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	40%	\$ 27,000.00	\$ -	\$ 900.00
2	2.01	Lump Sum	\$ 300,000.00	\$ 300,000.00	0.25	0.33	0.58	\$ 75,000.00	\$ 100,000.00	\$ -	\$ 175,000.00	58%	\$ 125,000.00	\$ -	\$ 8,750.00
3	3.01	Lump Sum	\$ 190,000.00	\$ 190,000.00	0.05	0.00	0.05	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	5%	\$ 180,500.00	\$ -	\$ 4,750.00
4	4.01	Lump Sum	\$ 150,000.00	\$ 150,000.00	0.05	0.00	0.05	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	5%	\$ 142,500.00	\$ -	\$ 3,750.00
5	5.01	Lump Sum	\$ 65,000.00	\$ 65,000.00	0.69	0.08	0.77	\$ 45,000.00	\$ 5,000.00	\$ -	\$ 50,000.00	77%	\$ 15,000.00	\$ -	\$ 2,500.00
6	6.01	Lump Sum	\$ 30,000.00	\$ 30,000.00	0.05	0.00	0.05	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	5%	\$ 28,500.00	\$ -	\$ 750.00
7	7.01	Lump Sum	\$ 67,000.00	\$ 67,000.00	0.05	0.00	0.05	\$ 3,350.00	\$ -	\$ -	\$ 3,350.00	5%	\$ 63,650.00	\$ -	\$ 1,675.00
8	8.01	Lump Sum	\$ 130,000.00	\$ 130,000.00	0.05	0.00	0.05	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	5%	\$ 123,500.00	\$ -	\$ 3,250.00
9	9.01	Lump Sum	\$ 2,000.00	\$ 2,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -	\$ -
10	10.01	Lump Sum	\$ 20,000.00	\$ 20,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00	\$ -	\$ -
SUBTOTAL-GENERAL BASE BID WORK				\$ 999,000.00	0.166517	0.11	0.2716	\$ 166,350.00	\$ 105,000.00	\$ -	\$ 271,350.00	27%	\$ 727,650.00	\$ -	\$ 13,507.50
BID ALTERNATE UNIT PRICING															
11	2.01	Rock Excavation (0-100 CY)	0-100	Yard \$ 800.00	\$ 80,000.00	70.00	0.00	70.00	\$ 56,000.00	\$ -	\$ 56,000.00	100%	\$ -	\$ -	\$ 2,800.00
12	3.01	Rock Excavation (101-500 CY)	101-500	Yard \$ 500.00	\$ 50,000.00									\$ -	\$ -
CHANGE ORDER WORK															
1		None		\$0.00	\$0.00	0	0		\$0.00		\$0.00	0	\$0.00	\$ -	\$ -
SUBTOTAL- CHANGE ORDER WORK				\$ 56,000.00	0.00	0.00	0.0000	\$ 56,000.00	\$ -	\$ -	\$ 56,000.00	0.000%	\$ -	\$ -	\$ 2,800.00
FINAL CONTRACT TOTALS INCLUDING CHANGE ORDER WORK				\$ 1,055,000.00	0.21	0.10	0.31	\$ 222,350.00	\$ 105,000.00	\$ -	\$ 327,350.00	31%	\$ 727,650.00	\$ -	\$ 16,307.50
SUMMARY (Page 1 of AIA Form)															
1		ORIGINAL CONTRACT SUM	\$ 989,000.00												
2		Net Change By Change Order	\$ 56,000.00												
3		CONTRACT SUM TO DATE	\$ 1,055,000.00												
4		TOTAL COMPLETED & STORED TO DATE (Sum of Column G)	\$ 327,350.00												
5		RETAINAGE (Sum of Column I)	\$ 16,307.50												
6		TOTAL EARNED LESS RETAINAGE	\$ 310,982.50												
7		LESS PREVIOUS PAYMENTS	\$ 211,232.50												
8		CURRENT PAYMENT DUE	\$ 99,750.00												
9		BALANCE TO FINISH INCLUDING RETAINAGE	\$ 744,017.50												

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**July 22, 2021**

**WHEREAS**, the Town Supervisor, acting as chief executive officer, has negotiated certain changes to the collective bargaining agreement in place with AFSCME Council 66, Local 1030A, Schenectady County Town & Village Employees Union as set forth in the annexed document entitled "Agreed Proposals 2020," and

**WHEREAS** the negotiated changes to the collective bargaining agreement in place with AFSCME Council 66, Local 1030A, Schenectady County Town & Village Employees Union as set forth in the annexed document entitled "Agreed Proposals 2020," have been ratified by a vote of the members of the Highway Department bargaining unit represented by the Union.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board ratifies the proposed amendments to the collective bargaining agreement in place with AFSCME Council 66, Local 1030A, Schenectady County Town & Village Employees Union as set forth in the annexed document entitled "Agreed Proposals 2020," and authorizes and directs the Town Supervisor to execute an amended collective bargaining agreement incorporating the proposed amendments.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 22, 2021.

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

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

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

TOWN OF DUANESBURG  
AND  
SCHENECTADY COUNTY TOWN & VILLAGE EMPLOYEES UNION  
LOCAL 1130A

# Union Contract

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January 1, 2021-December 31, 2026

NEW YORK COUNCIL 66 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES



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This Agreement entered into by the Town of Duanesburg, New York, hereinafter referred to as the "Employer", and Local 1130A and Council 66 of the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all Highway Employees of the Employer excluding the Superintendent of the Highway Department, and pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union the unchallenged representation status in the above described bargaining unit for the maximum period permitted by law.

## **ARTICLE II UNION SECURITY**

### **SECTION 1. AGENCY SHOP**

a. Each Employee who, on the effective date of this Agreement, is a member of the Union, shall, maintain his membership in the Union for the duration of this Agreement. Each Employee hired on or after the execution of this Agreement, shall become a member of the Union thirty (30) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union for the duration of the Agreement.

b. Any present or future employee who is not a Union member and who does not make application for membership, shall pay to the Union each month a service charge for representation of an amount equal to the regular monthly dues, for the duration of this Agreement.

### **SECTION 2. CHECK-OFF OF UNION DUES**

a. All employees covered by this Agreement shall tender their membership due to the Union by signing the Authorization for Payroll Deduction of Union Dues Form provided by the Union.

b. The Employee agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employee and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues Form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union Dues and any additional deduction for any program made available through the Union.

c. Payroll deduction of Union Dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the employee



and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

d. The aggregate total of all such deductions together with a list from whom dues have been deducted, shall be remitted to the designated Financial Officer of New York Council 66, AFSCME, AFL-CIO, 4201 Buffalo Road, North Chili, New York 14514, on or before the twentieth (20<sup>th</sup>) of every month.

e. Revocation of authorization cards shall be subject to conditions contained thereon.

f. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer,

### SECTION 3. NOTIFICATION OF NEW EMPLOYEES

The Employer agrees to submit to the unions annually a list of new employees hired, their job classification, home addresses, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

### SECTION 4. PLEDGE AGAINST DISCRIMINATION AND COERCION

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provision of the Agreement.

b. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include the male and female employees.

c. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

d. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

### SECTION 5. ACCESS TO PREMISES

The Employer agrees to permit representative of the International Union, the Union Council and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, and to explain Council sponsored insurance programs, provided such representatives do not unduly interference with the performance of duties assigned to the employees.

### SECTION 6. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriated Union representatives who are employees shall be allowed to:

- Post Union Notices
- Distribute Union Literature
- Solicit Union Membership during other employee's non-working time

- Transmit communications authorized by the Local Union or its officers to the Employer or his representatives
- Consult with the Employer, his representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

#### SECTION 7. BULLETIN BOARDS

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at the work institution.

#### SECTION 8. CONTRACT NEGOTIATIONS

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meeting are held during their regular working hours.

#### SECTION 9. AID TO OTHER UNIONS

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining of the part of the Employer of those designated as his representatives or subordinated staff for any purpose, and that the payroll deduction of dues for any such other organization shall not be permitted.

### **ARTICLE III HOURS OF WORK**

#### SECTION 1. REGULAR HOURS

The regular hours of work shall be consecutive. References to consecutive hours of work in the balance of the Article shall be construed to exclude lunch periods.

#### SECTION 2. WORK WEEK

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.

#### SECTION 3. WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period commencing from an employee's regular starting time shall constitute the regular work day.

#### SECTION 4. WORK SHIFT

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise started elsewhere within this Agreement.



## SECTION 5. WORK SCHEDULE

- a. Work schedules showing the employee's shifts, workdays, and hours shall be posted on the department bulletin boards at all times.
- b. Work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

## SECTION 6. REST PERIODS

- a. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift.
- b. Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

## SECTION 7. LUNCH PERIODS AND MEALS

All employees covered by this Agreement shall have an unpaid lunch period of at least one-half (1/2) hour.

# **ARTICLE IV REPORTING TIME**

## SECTION 1. SHOW-UP TIME

- a. Any employee who is scheduled to report to work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report.
- b. If work on the job is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work. If the employee works any part of the four (4) hours.

## SECTION 2. CALL TIME

- a. Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1 ½).
- b. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1 ½) until the commencement of his regular shift. The employee shall then be paid for the balance of his regular work shift at the regular rate of pay.
- c. Any employee required to work for emergency duty in addition to his regular scheduled shift shall be allowed ½ hour off with pay for the purpose of eating.
- d. Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another shift which either begins at the end of the employee's regular work shift or anytime thereafter.

## SECTION 3. PREMIUM RATES OF PAY

- a. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day; all work performed in excess of forty (40) hours in any work week; all work performed before or after a scheduled work shift; and all work performed on Saturday and Sunday.

b. The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within first days of their work week. These employees shall be paid time and one-half (1 ½) for all work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day in their regular work week.

c. Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (½) hour off with pay for the purpose of eating. A similar one-half (½) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

#### SECTION 4. DISTRIBUTION

a. Overtime work shall be distributed equally to employees working within the same job classification and within a department or unit subdivision. The distribution of overtime shall be equalized over each three (3) month period beginning on the first (1<sup>st</sup>) day of the calendar month following the effective date of this Agreement. Upon the exhaustion of the list of employees within a particular department, overtime may then be offered to employees on the same basis in other departments.

b. On each occasion, the opportunity to work overtime shall be offered to the employee within job classification who had the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

c. A record of overtime hours worked by each employee shall be posted on the department bulletin board monthly. The cumulative overtime hours on the posted overtime record for all employees will start at zero (0) on the first day after each negotiated Agreement is signed. Any new bargaining unit employees will get averaged in, on the overtime list, when they are qualified to start working overtime and have been properly trained on the piece of equipment according to the Union Representative and the Highway Superintendent.

d. Any offer of overtime refusal shall be considered as time worked.

e. When any bargaining unit employee is out of work for fifteen (15) or more calendar days, the employee will be averaged in for the overtime worked while the employee was absent.

#### SECTION 5. OVERTIME PAY

All overtime worked shall be paid promptly, no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a manner of payment for overtime.

### **ARTICLE V SENIORITY**

#### SECTION 1. DEFINITION

Seniority means an employee's length of continuous service with the Employer since his last date of hire.



## SECTION 2. SENIORITY LISTS

Every six (6) months the Employer shall post on all bulletin boards, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and the date of hire of all employees in the unit entitled to seniority.

## SECTION 3. BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.

# **ARTICLE VI WORK FORCE CHANGES**

## SECTION 1. PROMOTION & FILLING OF VACANCIES (NON-COMPETITIVE & LABOR CLASSIFICATIONS)

a. The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

b. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such postings shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such postings shall be for a period of not less than ten (10) working days.

c. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

d. The Employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified, the employee with the greatest seniority.

e. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all bulletin boards within two (2) work days of the selection by the Employer and be posted for a period of at least ten (10) work days.

f. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed sixty (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

## SECTION 2. TEMPORARY JOB OPENINGS

a. Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.

b. Temporary job openings in higher classifications shall be filled by Employer assignment or reassignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions. When it is necessary for higher classification employees to work in lower classifications and no one volunteers for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected and so on up until the necessary employees required has been achieved.

c. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

### SECTION 3. DEMOTIONS

a. The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

b. Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff.

c. No demotion shall be made for disciplinary reasons.

d. An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Services examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

### SECTION 4. LAYOFF

a. In the event the Employer plans to lay off employees for any reason, the Employer shall notify the Union to review such anticipated layoff at least fifteen (15) days prior to date such action is to be taken.

b. When such action takes place, it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, the regular employees shall be laid off in the inverse order of seniority.

c. The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

d. Employees to be laid off will have at least thirty (30) calendar days notice of layoff.

e. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee had greater seniority than the employee whom he bumps.

### SECTION 5. RECALL

a. When the work force is increased after a layoff, employees will be recalled according



to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period of time equal to his seniority, but in no case less than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

b. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

#### SECTION 6. CONSOLIDATION OR ELIMINATION OF JOBS

a. It is understood and agreed that the Employer will notify the Union within ten (10) days in writing, of any decisions involving a change in its facilities or operations, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations.

b. Except as otherwise agreed to by the Union, the Employer shall not take any action to effectuate or implement any such change, where such action would affect the employees covered by this contract, for a period of at least thirty days (30) from the date of such notice.

c. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer. An employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

#### SECTION 7. SHIFT PREFERENCE

Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

#### SECTION 8. TEMPORARY EMPLOYEES

a. Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary reassignment. Temporary employees shall be allowed to operate all mowing equipment, and with the agreement of the Union Shop Steward and Highway Superintendent, shall be allowed to operate other equipment when required.

b. The rate of pay for temporary or part-time employees shall be determined by the Town.

#### SECTION 9. SUPERVISORY EMPLOYEES

a. Supervisory employees shall not engage in work properly belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists, and no qualified person is available.

1. **Qualified Employees with CDLs will provide training to other employees when needed. In the event that no qualified employees are available, Highway Superintendent may provide training provided he/she is qualified and holds a CDL.**

## **ARTICLE VII HOLIDAYS**

### **SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED**

- a. The following days shall be recognized and observed as paid holidays:

New Year's Day	General Election Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
<b>Juneteenth (June 19<sup>th</sup>)</b>	Friday following Thanksgiving
Independence Day	Christmas Day

- b. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. The day a holiday shall be observed may be changed if agreed by the Highway Department Superintendent and the majority of the bargaining unit.

### **SECTION 2. ELIGIBILITY REQUIREMENTS**

- a. Employees shall be eligible for holiday pay under the following conditions:
  - i. The employee would have been scheduled for work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff or sick leave, and;
  - ii. The employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer or he is absent for any reasonable purpose.
- b. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given a lieu day for that day.

### **SECTION 3. HOLIDAY PAY**

Eligible employees who perform no work on a holiday, shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

### **SECTION 4. HOLIDAY WORK**

If an employee works on any of the holidays listed above, except New Year's Day, Thanksgiving Day or Christmas Day, he shall be paid, in addition to his holiday pay, time and one half (1 ½) for all hours worked.



#### SECTION 5. HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all un-worked holiday hours for which an employee is compensated shall be regarded as hours worked.

#### SECTION 6. HALF-DAY HOLIDAYS AND RELIGIOUS OBSERVANCES

a. The day before Christmas and the day before New Year's shall be considered half-day ( $\frac{1}{2}$ ) day holidays. Employees shall only be required to work four (4) hours on these days but shall be paid for eight (8) hours. If any work is required in addition to the four (4) hours, then such work performed shall be paid for at the employee's overtime rate.

b. Employees required to work Easter Sunday and Yom Kippur, shall be permitted to attend such services without loss of time or pay.

c. Employees that work on New Year's Day, Thanksgiving Day or Christmas Day shall be paid, in addition to their holiday pay, at a double time rate for all hours worked.

### **ARTICLE VIII VACATIONS**

#### SECTION 1. VACATION SCHEDULE

All employees covered by this Agreement shall be entitled to five (5) work days vacation after one (1) year of service; ten (10) work days after two (2) years of service and then on additional day for each year after two years of service up to seventeen (17) years of service. After seventeen (17) years of service, employees will receive 25 days vacation until the employee has thirty (30) years of service. When employees have thirty (30) years of service, employees will receive thirty (30) days vacation.

#### SECTION 2. CHOICE OF VACATION PERIOD

a. Vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

b. Vacation periods may be taken each year. Vacations shall be picked by October 1<sup>st</sup> each year.

c. **Employees may carry over a maximum of five (5) days, or forty (40) hours, vacation.**

d. **Employee must submit the official "Request for Leave" form at least three (3) days before desired time off. The Employer must inform the employee in writing no later than two (2) business days, or forty-eight (48) hours, after the requested time off is submitted as to whether the requested leave has been approved or denied. If the employer does not inform the employee within two (2) business days, or forty-eight (48) hours, the leave shall be considered approved.**

1. **Employees are required to submit full week leave requests, two (2) weeks in advance for leave requested during the months of December, January,**

February, and March. The Employer must inform the employee in writing no later than two (2) business days, or forty-eight (48) hours after the requested time off is submitted, as to whether the requested leave has been approved or denied. If employer does not inform employee within 2 business days (48) hours, the leave shall be considered approved.

### SECTION 3. HOLIDAY DURING VACATION PERIODS

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee shall receive one additional day vacation to be taken at a later date.

### SECTION 4. WORK DURING VACATION PERIOD

Any employee who is required to and does work during his vacation period shall be paid for all regular hours worked at the rate of time and one-half (1 ½) his regular rate and for overtime hours worked at a rate of two (2) times his regular rate of pay. In addition, the employee's vacation with pay shall be rescheduled to any future period the employee may request.

### SECTION 5. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

a. Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

b. In the case of the death of such employee, such payment shall be made to his estate.

## **ARTICLE IX LEAVES OF ABSENCE**

### SECTION 1. ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence after six (6) months service with the Employer.

### SECTION 2. APPLICATION FOR LEAVE

a. Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires.

b. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

c. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves because of special urgency shall be answered before the end of the shift on which the request is submitted.

d. A request for a short leave of absence, not exceeding one (1) month shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.



e. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

## **ARTICLE X PAID LEAVES**

### **SECTION 1. BEREAVEMENT**

In the event of death in the family of an employee, spouse, parents, children, sister, brother, five (5) days leave shall be granted with full pay. In the event of death in the family of an employee, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, the employee shall be granted three (3) full days leave of absence with full pay.

### **SECTION 2. PERSONAL LEAVE**

Employees shall be entitled to five (5) personal days each year, non-cumulative, to be used whenever needed. Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance, except in case of emergency, by submission of an official "Request for Leave" form. The Employer must inform the employee in writing no later than the end of the shift as to whether the requested leave has been approved or denied. Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave benefits. Personal leave days may be taken in half-day sequences. Any personal leave days not used by an employee shall NOT be applied to sick leave credits of the employee at the end of the calendar year.

### **SECTION 3. JURY DUTY**

Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service.

### **SECTION 4. CIVIL DUTY**

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary, up to a maximum of three (3) work days. However, it is understood by the parties that an extension of time may be granted to an employee at the discretion of the Employer.

### **SECTION 5. UNION LEAVE**

One (1) member of the Union who is elected or designated to attend any function of the International Union, Council or other body to which it is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time is of a reasonable duration, and that advance notification is given to the Employer in writing by the Union at least five (5) work days prior to such date the particular function is scheduled. Not to exceed five (5) days a year.

### **SECTION 6. MILITARY SERVICE LEAVE**

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity and shall be paid in accordance with military law.

## **ARTICLE XI SICK LEAVE**

Sick Leave is absence with pay necessitated by the illness or disability of the employee or his/her family members. Sick Leave is allowed only in the case of necessity and actual sickness or disability of the employee, or members of the employee's family.

### **SECTION 1. ALLOWANCE**

- a. Any employee contracting or incurring any non-service-connected sickness or disability, is quarantined by the Health Authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay.
- b. Employees shall be eligible for sick leave after thirty (30) days of service with the Employer.
- c. Employees shall be allowed one day of sick leave for each month worked. Sick leave shall be earned by an employee for any month in which the employee is compensated for eighty (80) or more hours of work.
- d. An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability.

### **SECTION 2. ACCUMULATION**

Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer up to a maximum of one hundred twenty (120) days accrual. (Exception — Steve Ash remains at one hundred fifty (150) days)

### **SECTION 3. UNUSED**

- a. Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment by reason of death, retirement or permanent disability. In the event of death, payment is to be made to the estate of the employee.
- b. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.
- c. All employees may, upon separation, sell back all of their unused sick leave at one-half ( $\frac{1}{2}$ ) their rate of pay.

### **SECTION 4. ABSENCE DUE TO INJURY AND WORKERS' COMPENSATION**

- a. The Employer shall provide coverage for all employees covered by this Agreement under the Workers' Compensation Law of New York State Employers' Law.



b. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who are eligible to receive Workers' Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted from sick leave credits or accrued vacation leave, and shall cease when such credits are exhausted.

#### SECTION 5. NOTICE TO EMPLOYER

Employee must call-in their desire to use a "sick day" no later than the start of the shift and can call any time before the start of the shift. Call-in contact can be made to the Highway Superintendent by calling the office phone number or the Superintendent's cell phone and leaving a message or by sending a text message if not able to reach the Superintendent directly. If Superintendent contact is unattainable, employee shall call the Town Supervisor's office to leave the message.

## **ARTICLE XII**

### **UNPAID LEAVES**

#### **SECTION 1. REASONABLE PURPOSE**

Leaves of absence without pay and not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.

Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

#### **SECTION 2. UNION BUSINESS**

a. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

b. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union, such request shall be presented at least thirty (30) days prior. A leave of absence for such union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon request of the Union.

#### **SECTION 3. MATERNITY**

Maternity leaves, not to exceed nine (9) months, shall be granted at the request of an employee. Maternity leaves shall, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months, provided written notice is given to the Employer prior to two (2) weeks before the termination of the first nine (9) month period.

#### **SECTION 4. EDUCATION**

a. After completing one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of leave of absence shall not exceed one (1) year but may be extended or renewed at the request of the employee.

b. One (1) year leave of absence with any requested extension for education for educational purposes shall not be provided more than once every three (3) years.

c. Employees shall also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

#### **SECTION 5. EMPLOYMENT OPPORTUNITIES**

Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

**ARTICLE XIII**  
**WAGES AND CLASSIFICATION**

**SECTION 1. WAGE SCHEDULE AND CLASSIFICATION**

- a. Employees shall be compensated in accordance with the wage schedule established in negotiations effective January 1, 2015 attached to this Agreement and marked Appendix "A".
- b. If, during the term of this Agreement, the Union requests job re-evaluations or a change in existing job specifications, or the development of new specifications, the Employer agrees to negotiate on the matter. If within thirty (30) calendar days of such negotiations, mutual agreement cannot be reached then the matter shall be referred to the arbitration procedures of this Agreement.

**SECTION 2. PAY PERIOD**

The salaries and wages of the employees shall be paid weekly. In the event this day is a holiday, the preceding day shall be the pay day. If the pay day falls on their regular day off, such employees shall be paid on the last work day of their regular week.

**ARTICLE XIV**  
**NEW YORK STATE DISABILITY**

- a. The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.
- b. Employees shall receive a supplemental sum equal to the difference between their wages and their Disability Benefits upon their options but such supplemental sum shall be deducted from sick leave credits, or vacation credits, when sick credits have been exhausted. If an employee elects to use his sick leave for the purpose of maintaining his full pay status during the period of his disability, he shall be required to endorse his disability compensation checks back to the Employer. Upon exhaustion of all sick leave credits an employee may have accumulated, the employee shall then no longer be required to endorse his compensation check over to the Employer. This shall cease when all accrued leave are exhausted.

**ARTICLE XV**  
**UNEMPLOYMENT COMPENSATION**

The Employer agrees to cover each employee under the Unemployment Compensation Laws of the State of New York.



**ARTICLE XVI**  
**HOSPITALIZATION AND MEDICAL BENEFITS**

a.

1. The Employer agrees to provide hospitalization and medical coverage for all employees and their eligible dependents, as offered by the Town of Duaneburg at no cost to the employee for the term of this Agreement. The plan offered may change from time-to-time during the course of this Agreement (Any new Plan will replace the existing one during the term of this Agreement. This will be done by a separate MOA.)
2. The Town will notify AFSCME as soon as practicable (no less than 30 days before discontinuance) that the carrier or the Town has determined to discontinue the Plan.
3. The Town and AFSCME will meet and confer jointly to determine if there is a suitable, and comparable, alternative plan(s) available to offer to the members of Local 1130A, taking into account both the level of premium and the level of benefits offered by the alternative plan(s).
4. There will be a Memorandum of Agreement (MOA) agreed to and signed by both parties to supplement this Agreement as written with the new Plan (changes) described.
5. Effective January 1, 2017, the co-pay under the Plan for office visits and prescription drugs shall be \$30.00. During the term of this Agreement (i.e., until December 31, 2020), the Town will reimburse \$15.00 to the employee each time a co-payment is made by the employee. Payment will be made within 30 days of submittal by the employee of a receipt for the co-pay to the Supervisor's Office.
6. Employees hired on or after June 1, 2017 will only be offered the then-current Town Board approved Health Insurance Plan as provided to other Town employees and pay the corresponding same contribution and co-pays of that Plan, but contributions will be capped at no more than 33% of the cost of the Health Insurance Plan.

b. The Employer agrees that this coverage shall also apply to all retired employees and their eligible dependents and surviving spouse, if the employee retires from the Town after ten (10) years of service under the retirement plan maintained by the Employer. When said employee reached age sixty-five (65), the Employer will be responsible for only portion not covered by Federal Medicare insurance programs and premium reimbursement shall be made to the employee for this coverage.

c. The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement who have completed thirty (30) days employment with the Employer.

d. Coverage will be terminated upon the absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or



disability. In the case of sickness or disability, coverage will be continued for up to a maximum of two (2) years.

e. **Any employee who can demonstrate annually that he/she is adequately on an alternative insurance plan shall be permitted to opt out of the current Plan. Employees exercising this option shall be reimbursed at the rate of eighteen hundred dollars (\$1,800.00) effective January 1<sup>st</sup>, 2022.**

f. Any employee wishing to be reinstated to the current Plan after exercising his/her option, pursuant to (e) above, shall be permitted to do so, provided that he/she pay to the Town a pro-rata share of buy-out monies received.

g. The Employer agrees to furnish each full-time employee and dependents covered by this Agreement, reimbursement for optical care up to a maximum of three hundred (\$300.00) dollars per family, per year.

## **ARTICLE XVII RETIREMENT PLAN**

a. The Employer shall provide for each employee, coverage under Section 75(c) of the New York State Retirement Plan.

b. The Employer further agrees that it will send during the month of February each year, a letter or payroll notice to each employee who at that time have six (6) months or more continuous service and who has not yet become a member of the Plan. This letter or notice will advise the employee of the existence of the Plan, the employee's eligibility for enrollment in the Plan, and the fact that the cost of membership under the Plan would be paid by the Employer. The Employer will furnish the Union with a list of employees to whom the letter of notice was sent.

## **ARTICLE XVIII SETTLEMENT OF DISPUTES**

### **SECTION 1. GRIEVANCES**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

- Step 1: The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the employee's Highway Superintendent within ten (10) work days of its occurrence; if at any time the Steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The Superintendent shall then attempt to adjust the matter and shall respond to the Steward within one (1) work day.

- Step 2: If the grievance still remains unadjusted, it shall be presented by the Unit Chairman and/or his authorized representative to the Town Supervisor in writing within five (5) work days after the response of the Highway Superintendent is due. The Town Supervisor shall schedule a meeting within five (5) work days after the receipt of the grievance with the Union Grievance Committee. The Town Supervisor shall within five (5) work days of such meeting, set forth an answer in writing to the Local Union President, with copies to each of the Committee.
- Step 3: If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Town Supervisor is due, by written notice to the other, request arbitration.

## SECTION 2. ARBITRATION PROCEDURE

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.
- b. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provision of this Agreement.
- d. Expenses for the arbitrator's services and proceeding shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge, to the other party and to the arbitrator.

## SECTION 3. MATTERS RELEVANT TO GRIEVANCE PROCEDURES

- a. The time limits in the grievance procedure may be extended by mutual agreement in writing.
- b. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- c. Neither the Department Head nor the arbitrator may consider any evidence of facts which may have not been previously discussed between the parties unless otherwise agreed upon by the parties.
- d. In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Department Head's office by the Union's representative.

## SECTION 4. STEWARDS AND GRIEVANCE COMMITTEE



a. Employees selected by the union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other union officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

b. Any grievance committee meetings with the Employer, shall be held during working hours, when practical, on the Employer's premises and without loss of time or pay.

c. There shall be at least one (1) steward and one (1) assistant steward on each work shift.

#### SECTION 5. PROCESSING GRIEVANCES DURING WORKING HOURS

Grievance committee members may investigate and process grievances during working hours without loss of pay. Not to exceed fifteen (15) minutes per day, per grievance.

#### SECTION 6. LABOR-MANAGEMENT COMMITTEE

Upon request of either party, conferences shall be held between representatives of the Employer and at least two (2) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties. Arrangement for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the union shall suffer no loss of time or pay should such meeting fall within their regular scheduled work hours.

### **ARTICLE XIX DISCIPLINE AND DISCHARGE**

#### SECTION 1. EXERCISE OF RIGHTS

a. The only procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be set forth in the following sections.

b. Disciplinary action or measures shall include only Oral Reprimand, Written Reprimand, Suspension and Discharge.

c. Disciplinary action may be imposed upon any employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times and places. The written notification shall indicate that one (1) copy had been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

d. Prior to the exhaustion of institution of the grievance procedure applicable to the disciplinary action, an employee may be suspended without pay for up to thirty (30) days. However, such determination shall be reviewable by the arbitrator, should the matter become the subject of an arbitration proceeding in accordance with this Agreement. In any case, the disciplined employee,



upon request, will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he may be required to leave the premises.

## SECTION 2. DISPUTES AS TO DISCIPLINE AND DISCHARGE

When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be processed by the Union as a grievance matter at the 2<sup>nd</sup> Step of the grievance procedure within ten (10) work days of receipt of such notification, and the matter shall be handled in accordance with this procedure throughout the arbitration step, if deemed necessary for the Union.

## SECTION 3. REINSTATEMENT

If, in any case where an employee had been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions or employment as may be determined by the arbitrator.

## SECTION 4. LIMITATIONS

An employee shall not be disciplined for acts which occurred more than ninety (90) days of the occurrence or knowledge of the occurrence prior to the imposition of the discipline.

# **ARTICLE XX GENERAL PROVISIONS**

## SECTION 1. WORK RULES

a. The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been agreed upon by the Employer and the Union, and in addition, have been posted prominently on all bulletin boards for a period of five (5) consecutive work days.

b. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

c. An unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## SECTION 2. SAFETY ENFORCEMENT

No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any Local, State or Federal health safety laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

## SECTION 3. JOINT SAFETY COMMITTEE

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union Representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The Joint Safety Committee shall:

1. Make immediate and detailed investigations of each accident to determine fundamental causes;
2. Develop data to indicate accident causes and injury rates;
3. Make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
4. Promote safety for workers and participate in making the safety program known to all workers;
5. Conduct meetings during work hours without loss of pay for the sole purpose of discussing accident prevention and developing corrective measures.

#### SECTION 4. PROTECTIVE CLOTHING

- a. Protective clothing and rain wear shall be furnished to the employees by the Employer, the cost of which shall be paid by the Employer.
- b. The Employer will provide each full-time employee a work clothes allowance with a maximum amount of \$200.00 per year.
- c. Employees will be required to wear steel toed safety boots. The Employer will pay up to \$150.00 each year for the employee's boots.
- d. The Employer will pay up to \$125.00 each year for prescription safety glasses with side shields for each employee.

#### SECTION 5. DISABLED EMPLOYEES

The Employer shall make every effort to place employees, who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

#### SECTION 6. FULL WORK CREWS

Snow Removal: Snow plows and Sno-Go's shall be operated with no less than one (1) operator and one (1) other employee.

#### SECTION 7. MANAGEMENT RIGHTS

The Employer reserves the exclusive right to manage the business of the Town of Duanesburg and to direct the employees in the discharge of their duties. The right to manage and direct employees includes the right to hire, suspend or discharge for proper cause, the apportionment of working force and the right to control the Town's property. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this Agreement.

#### SECTION 8. BOTTLED WATER

The Employer shall provide Bottled Water at no cost to the employees covered under this Agreement.



## **SECTION 9. EQUIPMENT ORDERS**

- a. **The Employer will fill the** position of Mechanic at the Highway Department. Mechanic will be responsible for placing equipment/parts orders in addition to normal Mechanic duties.
  1. When Mechanic position is vacant, absent or on leave, the Employer agrees to detail the position to a current employee in seniority order.
- b. Prior to Mechanic placing equipment/parts orders, the Employer will provide written procedures for employees to follow.
  1. Procedures will provide a list of vendors to call for necessary parts, instructions on completing order and/or abstract forms, and amount authorized for employees to purchase orders without Highway Superintendent approval.

## **SECTION 10. LEAVE FOR BLOOD DONATIONS**

- a. An employee choosing to donate blood shall be permitted three (3) hours leave per year without loss of pay or accrued leave, subject to the prior approval of the Department Head or his designee in accordance with New York labor Law Section 202-J. Prior approval must be obtained from the Superintendent of Highways or his or her designee at least twenty-four (24) hours in advance. The twenty-four (24) hour prior notice may be waived at the discretion of the Superintendent of Highways.

## **ARTICLE XXI STRIKES AND LOCKOUTS**

### **SECTION 1. LOCKOUTS**

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

### **SECTION 2. STRIKES**

No strikes of any kind shall be cause or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike-breakers or to go through picket lines.

## **ARTICLE XXII CONTRACTING AND SUB-CONTRACTING PUBLIC WORK**

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work performed by employees covered by this Agreement, that would mean the displacement of any employee covered by this Agreement.

## **ARTICLE XXIII SAVINGS CLAUSE**



Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the individual Article, Section or portion thereof.

#### **ARTICLE XXIV TOTAL AGREEMENT**

Notwithstanding any Personnel Rules and Regulations, Local Law or other laws that previously in effect to the contrary, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all such previous rules, regulations and laws, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

#### **ARTICLE XXV STATUTORY PROVISION**

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative has given approval.

#### **ARTICLE XXVI MECHANIC AND MEO INFORMATION**

##### **SECTION 1. MECHANIC**

Effective January 1, 1999 the Mechanic classification is allowed to operate all equipment and trucks as required.

##### **SECTION 2. MEO**

All MEO's will be paid the Mechanic's rate for each hour performing Mechanic's work.

#### **ARTICLE XXVII TERMINATION AND MODIFICATION**

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2026.

## APPENDIX A – WAGES

### Employees hired before June 1, 2017:

	2%	3%	3%	3%	3%	3%
	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
<b>Motor Equipment Operator</b>	\$27.24	\$28.06	\$28.90	\$29.77	\$30.66	\$31.58
<b>Mechanic</b>	\$28.92	\$29.79	\$30.68	\$31.60	\$32.55	\$33.53
<b>Laborer</b>	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15

### Employees hired after June 1, 2017:

	2%					
	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
<b>Motor Equipment Operator</b>	\$18.22-\$22.45	3%	3%	3%	3%	3%
<b>Mechanic (Detailed)**</b>	+ \$1.15/hr	+ \$1.15/hr	+ \$1.15/hr	+ \$1.15/hr	+ \$1.15/hr	+ \$1.15/hr
<b>Mechanic***</b>	\$23.90	3%	3%	3%	3%	3%
<b>Laborer</b>	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15

\* Persons hired as MEO on or after 6/1/17 must have a CDL and Will be paid a starting rate of \$18.22 - \$22.45 per hour based on experience as follows:

- No experience - \$18.22/hour;
- 1 yr. experience - \$19.29/hour;
- 2 yrs. experience - \$20.37/hour;
- 3 or more yrs. experience - \$22.45/hour.

Hiring rates Will not increase by negotiated increases, but an incumbent will receive a raise based on the negotiated increase if he/she is employed on the raise date. Any loss or suspension of license shall be dealt with through normal disciplinary procedures.

\*\* Current MEOs detailed or temporarily assigned to Mechanic, will receive an additional \$1.15/hour to their current hourly wage.

\*\*\* Any newly hired full-time Mechanic will receive a \$23.90/hour starting rate of pay.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Duanesburg

\_\_\_\_\_  
Town Supervisor

AFSCME LOCAL 1130A

\_\_\_\_\_  
Local 1130A President

Council 66 Labor Relations Specialist

\_\_\_\_\_  
Alex Catello, Labor Relations Specialist



13392 Duanesburg Road  
Delanson, NY 12053

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

Transmitted via email: Town Clerk jhowe@duanesburg.net

July 22, 2021

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

Dear Supervisor Tidball and the Town Board,

Lynne Bruning 13388 Duanesburg Road

Please include this letter in the official record of the meeting minutes as posted on the town website.

New York State Public Officers Law, Article 7. Open Meeting Law Section 106 Number  
“3. Minutes of meetings of all public bodies shall be available to the public in accordance with the provisions of the freedom of information law within two weeks from the date of such meeting except that minutes taken pursuant to subdivision two hereof shall be available to the public within one week from the date of the executive session.” (see Exhibit A)  
<https://opengovernment.ny.gov/system/files/documents/2020/09/open-meeting-law.pdf>

My requests to the town reflect that:

On August 1, 2019 I requested the July 18, 2019 draft Planning Board meeting minutes which included the Public Hearing for Oak Hill Solar. I received the draft minutes on August 5, 2019. This is 18 days after the meeting. (see Exhibit B)

On Friday August 30, 2019 I requested the August 15, 2019 draft Planning Board meeting minutes which included the Public Hearing for Oak Hill Solar. The Town Code Enforcement Officer replied “Sorry they won’t be ready until next week when Melissa is back, they should be ready by Thursday. Sorry for the inconvenience.”. (see Exhibit C) On September 4, 2019 I again requested the minutes. (see Exhibit D) Not only were the minutes provided 21 days after the meeting it appears that they were written by someone that did not attend the meeting.

The town's website provides the town, planning and zoning board meeting minutes without a digital date and stamp. The town board, as well as the planning board minutes prior to June 2020, that are posted on the town website do not contain a rubber stamp "RECEIVED date TOWN OF DUANESBURG TOWN CLERK" on the hard copy. (*see* Exhibit E)

The zoning board minutes provide a rubber stamp received on the first hard copy page and the minutes include attachments. (*see* Exhibit F)

Omission of a date and time stamp, either digital or ink on paper, deprives the taxpayers from knowledge of the town's compliance to New York State Open Meeting Law. Omission of a date and time stamp on the draft and the approved meeting minutes permits the town the illusion of upholding the law even if the town is not.

Omission of a date and time stamp on the minutes allows the document to be changed without public knowledge. The June 24, 2021 Town Board meeting minutes have been changed at least three times after the Board approved the minutes.

104 pages posted July 7, 2021

[https://www.duanesburg.net/sites/g/files/vyhlif4351/f/agendas/june\\_24\\_2021\\_town\\_board\\_minutes\\_draft.pdf](https://www.duanesburg.net/sites/g/files/vyhlif4351/f/agendas/june_24_2021_town_board_minutes_draft.pdf)

July 8, 2021 the Town Board approved minutes without discussion.

100 pages posted July 9, 2021 omits Town Board comments about Oak Hill Solar battery storage

[https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/june\\_24\\_2021\\_town\\_board\\_meeting\\_minutes\\_final.pdf](https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/june_24_2021_town_board_meeting_minutes_final.pdf)

July 13, 2021 Bruning FOI for the June 24, 2021 Town Board minutes

52 pages

[https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/june\\_24\\_2021\\_town\\_board\\_meeting\\_minutes\\_1.pdf](https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/june_24_2021_town_board_meeting_minutes_1.pdf)

104 pages

[https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/tb\\_minutes\\_june\\_24\\_2021\\_all\\_pages.pdf](https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/tb_minutes_june_24_2021_all_pages.pdf)

Omission of a date and time stamp deprives the taxpayers of an accurate representation of the town's actions. Lack of transparency and accountability erodes the public's trust.

I bring these items to your attention because at the June 24th Town Board meeting the Board and Town Attorney stated that the town has not violated the New York State Open Meeting Law. It appears this is incorrect.

For over a year I have requested that the town provide digital date and time stamps on town, planning and zoning board meeting minutes. Why hasn't the town closed this loophole and provided the taxpayers with increased accountability and transparency of the town's actions? The Agendas are posted with digital date and time stamps. (*see* Exhibit G) The town website affords date and time stamp functionality.

I request that Supervisor Tidball require that town, planning and zoning board minutes are posted with a digital date and time stamp and that the hard copy are also stated with a received date. I also request that the planning and zoning board meeting videos are provided on the town website and/or the town YouTube account. This will improve the town's accountability and transparency. Providing the meeting videos will reduce any source of impropriety. These measures will help protect the town and provide the taxpayers with accurate information to better protect their largest investment, their homes.

Thank you for your time and consideration.

Respectfully,

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



# EXHIBIT

A

## PUBLIC OFFICERS LAW, ARTICLE 7

### OPEN MEETINGS LAW

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#### **§100. Legislative declaration.**

It is essential to the maintenance of a democratic society that the public business be performed in an open and public manner and that the citizens of this state be fully aware of and able to observe the performance of public officials and attend and listen to the deliberations and decisions that go into the making of public policy. The people must be able to remain informed if they are to retain control over those who are their public servants. It is the only climate under which the commonwealth will prosper and enable the governmental process to operate for the benefit of those who created it.

**§101. Short title.** This article shall be known and may be cited as "Open Meetings Law".

#### **§102. Definitions.** As used in this article:

1. "Meeting" means the official convening of a public body for the purpose of conducting public business, including the use of videoconferencing for attendance and participation by the members of the public body.
2. "Public body" means any entity, for which a quorum is required in order to conduct public business and which consists of two or more members, performing a governmental function for the state or for an agency or department thereof, or for a public corporation as defined in section sixty-six of the general construction law, or committee or subcommittee or other similar body of such public body.
3. "Executive session" means that portion of a meeting not open to the general public.

#### **§103. Open meetings and executive sessions.**

- (a) Every meeting of a public body shall be open to the general public, except that an executive session of such body may be called and business transacted thereat in accordance with section one hundred five of this article.
- (b) Public bodies shall make or cause to be made all reasonable efforts to ensure that meetings are held in facilities that permit barrier-free physical access to the physically handicapped, as defined in subdivision five of section fifty of the public buildings law.
- (c) A public body that uses videoconferencing to conduct its meetings shall provide an opportunity for the public to attend, listen and observe at any site at which a member participates.
- (d) Public bodies shall make or cause to be made all reasonable efforts to ensure that meetings are held in an appropriate facility which can adequately accommodate members of the public who wish to attend such meetings.
  1. Any meeting of a public body that is open to the public shall be open to being photographed, broadcast, webcast, or otherwise recorded and/or transmitted by audio or video means. As used herein the term "broadcast" shall also include the transmission of signals by cable.
  2. A public body may adopt rules, consistent with recommendations from the committee on open government, reasonably governing the location of equipment and personnel used to photograph, broadcast, webcast, or otherwise record a meeting so as to conduct its proceedings in an orderly manner. Such rules shall be conspicuously posted during meetings and written copies shall be provided upon request to those in attendance.
- (e) Agency records available to the public pursuant to article six of this chapter, as well as any proposed resolution, law, rule, regulation, policy or any amendment thereto, that is scheduled to be the subject of discussion by a public body during an open meeting shall be made available, upon request therefor, to the extent practicable as determined by the agency or the department, prior to or at the meeting during which the records will be discussed. Copies of such records may be made available for a reasonable fee, determined in the same manner as provided therefor in article six of this chapter. If the agency in which a public body functions maintains a regularly and routinely updated website and utilizes a high speed internet connection, such records shall be posted on the website to the extent practicable as determined by the agency or the department, prior to the meeting. An agency may, but shall not be required to, expend additional moneys to implement the provisions of this subdivision.
- (f) Open meetings of an agency or authority shall be, to the extent practicable and within available funds, broadcast to the public and maintained as records of the agency or authority. If the agency or authority maintains a website and utilizes a high speed internet connection, such open meeting shall be, to the extent practicable and within available funds, streamed on such website in real-time, and posted on such website within and for a reasonable time after the meeting. For the purposes of this subdivision, the term "agency"



shall mean only a state department, board, bureau, division, council or office and any public corporation the majority of whose members are appointed by the governor. For purposes of this subdivision, the term "authority" shall mean a public authority or public benefit corporation created by or existing under any state law, at least one of whose members is appointed by the governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

#### **§104. Public notice.**

1. Public notice of the time and place of a meeting scheduled at least one week prior thereto shall be given or electronically transmitted to the news media and shall be conspicuously posted in one or more designated public locations at least seventy-two hours before such meeting.
2. Public notice of the time and place of every other meeting shall be given or electronically transmitted, to the extent practicable, to the news media and shall be conspicuously posted in one or more designated public locations at a reasonable time prior thereto.
3. The public notice provided for by this section shall not be construed to require publication as a legal notice.
4. If videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, identify the locations for the meeting, and state that the public has the right to attend the meeting at any of the locations.
5. If a meeting will be streamed live over the internet, the public notice for the meeting shall inform the public of the internet address of the website streaming such meeting.
6. When a public body has the ability to do so, notice of the time and place of a meeting given in accordance with subdivision one or two of this section, shall also be conspicuously posted on the public body's internet website.

#### **§105. Conduct of executive sessions.**

1. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:
  - a. matters which will imperil the public safety if disclosed;
  - b. any matter which may disclose the identity of a law enforcement agent or informer;
  - c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
  - d. discussions regarding proposed, pending or current litigation;
  - e. collective negotiations pursuant to article fourteen of the civil service law;
  - f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
  - g. the preparation, grading or administration of examinations; and
  - h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.

#### **§106. Minutes.**

1. Minutes shall be taken at all open meetings of a public body which shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon.
2. Minutes shall be taken at executive sessions of any action that is taken by formal vote which shall consist of a record or summary of the final determination of such action, and the date and vote thereon; provided, however, that such summary need not include any matter which is not required to be made public by the freedom of information law as added by article six of this chapter.
3. Minutes of meetings of all public bodies shall be available to the public in accordance with the provisions of the freedom of information law within two weeks from the date of such meeting except that minutes taken pursuant to subdivision two hereof shall be available to the public within one week from the date of the executive session.

#### **§107. Enforcement.**

1. Any aggrieved person shall have standing to enforce the provisions of this article against a public body by the commencement of a proceeding pursuant to article seventy-eight of the civil practice law and rules, or an action for declaratory judgment and injunctive



relief. In any such action or proceeding, if a court determines that a public body failed to comply with this article, the court shall have the power, in its discretion, upon good cause shown, to declare that the public body violated this article and/or declare the action taken in relation to such violation void, in whole or in part, without prejudice to reconsideration in compliance with this article. If the court determines that a public body has violated this article, the court may require the members of the public body to participate in a training session concerning the obligations imposed by this article conducted by the staff of the committee on open government. An unintentional failure to fully comply with the notice provisions required by this article shall not alone be grounds for invalidating any action taken at a meeting of a public body. The provisions of this article shall not affect the validity of the authorization, acquisition, execution or disposition of a bond issue or notes.

2. In any proceeding brought pursuant to this section, costs and reasonable attorney fees may be awarded by the court, in its discretion, to the successful party. If a court determines that a vote was taken in material violation of this article, or that substantial deliberations relating thereto occurred in private prior to such vote, the court shall award costs and reasonable attorney's fees to the successful petitioner, unless there was a reasonable basis for a public body to believe that a closed session could properly have been held.

**§108. Exemptions.** Nothing contained in this article shall be construed as extending the provisions hereof to:

1. judicial or quasi-judicial proceedings, except proceedings of the public service commission and zoning boards of appeals;
2. a. deliberations of political committees, conferences and caucuses.  
b. for purposes of this section, the deliberations of political committees, conferences and caucuses means a private meeting of members of the senate or assembly of the state of New York, or of the legislative body of a county, city, town or village, who are members or adherents of the same political party, without regard to
  - (i) the subject matter under discussion, including discussions of public business,
  - (ii) the majority or minority status of such political committees, conferences and caucuses or
  - (iii) whether such political committees, conferences and caucuses invite staff or guests to participate in their deliberations; and
3. any matter made confidential by federal or state law.

**§109. Committee on open government.** The committee on open government, created by paragraph

(a) of subdivision one of section eighty-nine of this chapter, shall issue advisory opinions from time to time as, in its discretion, may be required to inform public bodies and persons of the interpretations of the provisions of the open meetings law.

**§110. Construction with other laws.**

1. Any provision of a charter, administrative code, local law, ordinance, or rule or regulation affecting a public body which is more restrictive with respect to public access than this article shall be deemed superseded hereby to the extent that such provision is more restrictive than this article.
2. Any provision of general, special or local law or charter, administrative code, ordinance, or rule or regulation less restrictive with respect to public access than this article shall not be deemed superseded hereby.
3. Notwithstanding any provision of this article to the contrary, a public body may adopt provisions less restrictive with respect to public access than this article

**§111. Severability.** If any provision of this article or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction such judgment shall not affect or impair the validity of the other provisions of the article or the application thereof to other persons and circumstances.

# **EXHIBIT**

**B**



lynne bruning &lt;lynnebruning@gmail.com&gt;

**RE: FoIL request on Oak Hill I and II Solar Farm Proposal**

1 message

**Jennifer Howe** <jhowe@duanesburg.net>  
To: lynne bruning <lynnebruning@gmail.com>  
Cc: dale@duanesburg.net

Mon, Aug 5, 2019 at 9:12 AM

Good morning,

Attached are the draft minutes from the July Planning Board meeting. Thanks, and have a great day.

**Jennifer Howe***Town Clerk***Town of Duanesburg****5853 Western Turnpike****Duanesburg, NY 12056****p#518-895-8920****f#518-895-8171**

**From:** lynne bruning <lynnebruning@gmail.com>  
**Sent:** Thursday, August 1, 2019 3:35 PM  
**To:** dwardner@duanesburg.net  
**Cc:** jhowe@duanesburg.net; mbernstein@duanesburg.net  
**Subject:** FoIL request on Oak Hill I and II Solar Farm Proposal

Hi Dale,

Thank you for showing me the special use permit application submitted by Eden Renewables for the proposal of Oak Hill solar farm I and II.

I've gone through my paperwork and I do not have a copy of the Special Use Permit application which would be the binding contract to be voted on August 15, 2019.

Would you please make a copy and I will pick it up at Townhall tomorrow.

If you find the letter from National Grid documenting that they are able and willing to purchase the electricity generated by Oak Hill Solar Farm I and II I would like a copy.



7/22/2021

Gmail - RE: FoIL request on Oak Hill I and II Solar Farm Proposal

I understand that Melissa is out on maternity leave so the minutes from the 18 July Planning Board meeting are not yet available. Please let me know when the draft minutes are available and I will come by your office to get a copy.

Thank you!

Lynne Bruning

lynnebruning@gmail.com  
720-272-0956



**July draft P.pdf**  
171K

# **EXHIBIT**

**C**



lynne bruning &lt;lynnebruning@gmail.com&gt;

**RE: August Planning Board Minutes**

1 message

**Dale Warner** <Dale@duanesburg.net>  
To: lynne bruning <lynnebruning@gmail.com>

Fri, Aug 30, 2019 at 11:55 AM

Thank You and you and your family as well!

**From:** lynne bruning <lynnebruning@gmail.com>  
**Sent:** Friday, August 30, 2019 12:14 PM  
**To:** Dale Warner <Dale@duanesburg.net>  
**Subject:** Re: August Planning Board Minutes

Dale,

Thanks for the update.

Wishing you a spectacular holiday break.

Lynne Bruning

On Aug 30, 2019, at 11:56, Dale Warner <Dale@duanesburg.net> wrote:

Hi Lynne, Sorry they wont be ready until next week when Melissa is back, they should be ready by Thursday, Sorry for the inconvenience. Dale

**From:** lynnebruning@gmail.com <lynnebruning@gmail.com>  
**Sent:** Friday, August 30, 2019 9:28 AM  
**To:** Dale Werner <dale@duanesburg.net>  
**Cc:** Jennifer Howe <jhowe@duanesburg.net>  
**Subject:** August Planning Board Minutes

Good Morning,

I stopped by Town Hall 3:30 pm yesterday to read the August 19, 2019 Planning Board minutes, but they were not posted on the bulletin boards.

Are the August Planning Board minutes available?

Should I come to Town Hall today to pick them up?



Thank you and Happy Holliday!

Regards,

Lynne Bruning

720-272-0956

lynnebruning@gmail.com

# **EXHIBIT**

**D**



lynne bruning <lynnebruning@gmail.com>

---

## Minutes Planning Board Meeting August 15, 2019

1 message

---

**lynnebruning@gmail.com** <lynnebruning@gmail.com>

Wed, Sep 4, 2019 at 5:54 AM

To: Dale Werner <dale@duanesburg.net>

Cc: Jennifer Howe <jhowe@duanesburg.net>

Good Morning Dale,

I hope you had a great holiday!

Are the Minutes for the Planning Board Meeting August 15, 2019 available?

Thank you.

Regards,

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



# **EXHIBIT**

**E**

*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 July 8, 2021**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

**Meeting called to order by Council Member Ganther at 7:02PM**

**Present:** Deputy Supervisor Ganther, Council Members Potter, Senecal and Wenzel, Town Clerk Jennifer Howe, Town Attorney Teresa Bakner  
**Absent:** Supervisor Tidball, Highway Superintendent Reed

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

**Public Hearing: Local Law No. 1 of 2021 entitled "Solar Energy Facilities Law".**

Deputy Supervisor Ganther motioned, seconded by Council Member Senecal to open the floor for comments.  
Motion carried, 4 ayes

Deputy Supervisor Ganther read a letter on behalf of Susan Biggs of Duanesburg Rd. (see attached).

Lynne Bruning of Duanesburg Rd. read a statement (see attached).

Christine Loukidis of Alexander Rd. spoke on how she appreciates the letters read at meetings from residents. She mentioned that it was discussed at the last meeting that abandoned solar

*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 June 24, 2021**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

**Meeting called to order by Supervisor Tidball at 7:02PM**

**Present:** Supervisor Tidball, Council Members Ganther, Senecal and Wenzel, Deputy Town Clerk Fall, Town Attorney Teresa Bakner

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

**Supervisor Tidball:** Before we get into the Public Hearing, the Town Board will be going into Executive session for contract talk. First in the order of business, we have two continuations of Public Hearings that we started last board meeting. The first one is for proposed Local Law #1 of 2021 entitled Solar Energy Facility Law. We tabled it from another meeting because a lot of comments came through during that meeting and we wanted to go through them. No matter what, we are going to be pushing this one, tabling it for one more town board meeting because the executive order was lifted by the Governor and they way the public notice was written, you had to either make your comments through ZOOM and going forward you will be able to do them here in public at the next board meeting. Before we open the public hearing to the public, does anyone on the board have any comments since that meeting on any of the comments that came in? Ok, make the motion to open the public hearing.

**Council Member Senecal:** Second.

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

Phillip Sexton, Planning Board Chair  
Dale Warner, Town Planner  
Melissa Deffer, Clerk  
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG  
SCHENECTADY COUNTY

Jeffrey Schmitt, Vice Chairperson  
Elizabeth Novak, Board Member  
Martin Williams, Board Member  
Thomas Rulison, Board Member  
Michael Harris, Board Member  
Joshua Houghton, Board Member

Town of Duanesburg  
Planning Board Minutes  
July 18, 2019  
Final Copy

**MEMBERS PRESENT:** Phillip Sexton Chairman, Jeffery Schmitt Vice Chairman, Elizabeth Novak, Martin Williams, Michael Harris and Joshua Houghton. Also attending Alex Dobles Board Attorney, Dale Warner Town Planner.

**INTRODUCTION:**

Chairman Phillip Sexton opened the meeting at 7:01pm. Phillip welcomed everyone to tonight's Planning Board meeting.

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

Harris/Houghton made the motion to close the open forum at 7:05.  
Sexton yes, Harris yes, Schmitt yes, Novak yes, Williams yes, Houghton yes. **Approved.**

**PUBLIC HEARINGS:**

Sexton/Harris made a motion to open the Public Hearing for the **#19-12 Murray, Richard/Eden Renewables**; SBL# 74.00-2-5 application at 7:06P.M.  
Harris yes, Novak yes, Houghton yes, Sexton yes, Schmitt yes, Williams yes. **APPROVED.**

Travis Mitchell representative of Eden Renewables presented to the Board.

Susan Bigg located at 1388 Duanesburg Road expressed her concerns about having a Solar project, she learned about the project on July 11<sup>th</sup>. Will pesticides be used? How and who will sheep be cared for? How is this Solar farm helping our community? What is financially gained by the Solar Farm. She asked the board to deny Eden Renewables request for a Solar Farm.



Phillip Sexton, Planning Board Chair  
Dale Warner, Town Planner  
Melissa Deffer, Clerk  
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG  
SCHENECTADY COUNTY

Jeffrey Schmitt, Vice Chairperson  
Elizabeth Novak, Board Member  
Martin Williams, Board Member  
Thomas Rulison, Board Member  
Michael Harris, Board Member  
Joshua Houghton, Board Member

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Town of Duanesburg  
Planning Board Minutes  
August 15, 2019  
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**MEMBERS PRESENT:** Jeffery Schmitt Vice Chairman, Martin Williams, Michael Harris and Joshua Houghton. Also attending Teresa Bakner Board Attorney, Dale Warner Town Planner.

**INTRODUCTION:**

Vice Chairman Jeffery Schmitt opened the meeting at 7:02pm. Jeffery welcomed everyone to tonight's Planning Board meeting.

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

**Harris/Williams** made the motion to close the open forum at 7:03.  
Sexton yes, Harris yes, Williams yes, Houghton yes, Schmitt yes. **Approved.**

**PUBLIC HEARINGS:**

Schmitt/Harris made a motion to open the Public Hearing for the **#19-09 Hoelzli, Andrew**; SBL# 53.00-1-19.1 application at 7:06 P.M.  
Schmitt yes, Harris yes, Houghton yes, Williams yes. **Approved.**

Tom McGuire located at 332 Turnbull Rd would like to know if the board could tell him what the ordinance is for the storage of campers/RV'S on a property. Mr. McGuire states that there are at least 6 campers that he can see and 2 are opened with piles of firewood as if it was being used as a campground. Also, there is something that looks like a movie screen on the property. Mr. McGuire would also like to know where the sewage goes. Is there holding tanks, are they just dumping it onto the ground, is a pump out service coming in and pumping it out?

Phillip Sexton, Planning Board Chair  
Dale Warner, Town Planner  
Melissa Deffer, Clerk  
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG  
SCHENECTADY COUNTY

Jeffrey Schmitt, Vice Chairperson  
Elizabeth Novak, Board Member  
Martin Williams, Board Member  
Thomas Rulison, Board Member  
Michael Harris, Board Member  
Joshua Houghton, Board Member

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Town of Duanesburg  
Planning Board Minutes  
September 19, 2019  
**Final Copy**

**MEMBERS PRESENT:** Phillip Sexton Chairman, Jeffery Schmitt Vice Chairman, Elizabeth Novak, Martin Williams, Joshua Houghton, Thomas Rulison and Michael Harris. Also attending Teresa Bakner Board Attorney, Dale Warner Town Planner, and Melissa Deffer Clerk.

**INTRODUCTION:** Chairman Phillip Sexton opened the meeting at 6:58pm. Phillip welcomed everyone to tonight's Planning Board meeting.

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:** Chairman Sexton opened the forum and no member of the public spoke

**Sexton/Schmitt** made the motion to close the open forum at 7:00.  
Sexton yes, Schmitt yes, Novak yes, Williams yes, Houghton yes, Rulison yes, Harris yes.  
**Approved.**

**Sexton/Williams** made a motion to alter the agenda by moving the sketch review application of **#19-14 Linda Balfour, Emilie Cashdollar, Jeannette Coppolo, Louise Healey, and Claude Hebert** to the beginning of the agenda.  
Sexton yes, Williams yes, Houghton yes, Rulison yes, Harris yes, Schmitt yes, Novak yes.  
**Approved.**

**SKETCH PLAN REVIEW:**

**#19-14 Linda Balfour, Emilie Cashdollar, Jeannette Coppolo, Louise Healey, and Claude Hebert:** SBL#43.00-2-17.31 (R-2) located at 518 Hillman Rd is seeking a Major Subdivision under section 3.5 of the Town of Duanesburg Subdivision Ordinance. Emilie Cashdollar who lives on Skyline Drive gave her presentation to the board. Emilie informed

# **EXHIBIT**

**F**



Nelson Gage, Zoning Board Chair  
Dale Warner, Town Planner  
Melissa Deffer, Clerk  
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG  
SCHENECTADY COUNTY

Jonathan Lack, Vice Chairperson  
Dianne Grant, Board Member  
Link Pettit, Board Member  
Daniel Boggs, Board Member  
Matthew Ganster, Board Member

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Town of Duanesburg  
Zoning Board Minutes  
July 20, 2021  
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TOWN OF DUANESBURG  
TOWN CLERK

**MEMBERS PRESENT:** Nelson Gage Chairman, Jonathan Lack Vice Chairman, Daniel Boggs, Matthew Ganster, Dianne Grant. Also attending Clerk Melissa Deffer.

**INTRODUCTION:**

Nelson Gage opened the meeting at 7:00 pm. Gage welcomed everyone to tonight's meeting.

**OPEN FORUM:**

Nelson Gage opened the open forum.  
Lynne Bruning located at 13388 Duanesburg Rd (Please see attachment)  
Nelson Gage closed the open forum.

**PUBLIC HEARINGS:**

**#20-06 Tersigni, Joseph:** SBL#35.10-2-1.1, (L-1) Located at 270 S. Shore Rd is seeking an Area Variance for front yard and side yards under section 7.1.6(1); 7.1.6(2); 3.5.152-yard front; 3.5.154-yard side section 14.5.2(B) adopted 6/11/15 under the Town of Duanesburg Zoning Ordinance.

Mr. Tersigni gave his presentation to the public.

**Gage/Boggs** made a motion to open the public hearing for the **#20-06 Tersigni, Joseph** application.

Gage aye, Boggs aye, Grant aye, Lack aye, Ganster aye. **Approved.**

**THERE WAS NO PUBLIC COMMENT**

**Gage/Grant** made a motion to close the public hearing for the **#20-06 Tersigni, Joseph** application.

Gage aye, Grant aye, Lack aye, Boggs aye, Ganster aye. **Approved.**

**Ganster/Lack** made a motion to grant **#20-06 Tersigni, Joseph**, SBL#35.10-2-1.1, (L-1) Located at 270 S. Shore Rd a front yard setback variance of 17 feet, east side yard variance of 10 feet and a west side yard variance of 30 feet to construct a 35X36 feet one story detached garage



Nelson Gage, Zoning Board Chair  
Dale Warner, Town Planner  
Melissa Deffer, Clerk  
Teresa Bukner, Board Attorney



TOWN OF DUANESBURG  
SCHENECTADY COUNTY

Jonathan Lack, Vice Chairperson  
Dianne Grant, Board Member  
Link Pettit, Board Member  
Daniel Boggs, Board Member  
Matthew Ganster, Board Member

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Zoning Board Minutes  
June 15, 2021  
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JUL 21 2021

TOWN OF DUANESBURG  
TOWN CLERK

**MEMBERS PRESENT:** Nelson Gage Chairman, Jonathan Lack Vice Chairman, Daniel Boggs, Matthew Ganster, Dianne Grant. Also attending Clerk Melissa Deffer.

**INTRODUCTION:**

Nelson Gage opened the meeting at 7:00 pm. Gage welcomed everyone to tonight's meeting.

**OPEN FORUM:**

Nelson Gage opened the open forum.  
Lynne Bruning located at 13388 Duanesburg Rd (Please see attachment)  
Nelson Gage closed the open forum.

**PUBLIC HEARINGS:**

**#21-04 Ranck, Atticus**, SBL#, 55.00-2-14.112 (R-2) Located at 1683 VanPatten Rd is a seeking a front and side yard variance under the ordinance 8.6(1); 8.6(2) under the Town of Duanesburg Zoning Ordinance.

Gage/Grant made a motion to open the public hearing for the **#21-04 Ranck, Atticus** application.

Gage aye, Grant aye, Ganster aye, Lack aye, Boggs aye. **Approved.**

**THERE WAS NO PUBLIC COMMENT**

Gage/Lack made a motion to close the public hearing for the **#21-04 Ranck, Atticus** application.

Gage aye, Lack aye, Ganster aye, Grant aye, Boggs aye. **Approved.**

**Ganster/Lack** made a motion to grant **#21-04 Ranck, Atticus**, SBL#55.00-2-14.112, (R-2) Located at 1683 VanPatten Rd a side yard setback Variance of 29 feet and a front yard variance of 10 feet to construct a 24X32 feet two story detached garage per findings of section 14.5.2(B) providing a building permit be obtained within 6 months and all other aspects of the ordinance be followed.

Town Hall • 5853 Western Turnpike • Duanesburg, NY 12056 • (518) 895-8920

# **EXHIBIT**

## **G**

2019 Planning Board Meeting X July 22, 2021 - Updated | Duanesburg X +

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**July 22, 2021 - Updated**  
SUBMITTED ON JULY 22, 2021 - 11:27AM  
REVISED ON JULY 22, 2021 - 1:17PM

**Upload file:**  
agenda\_july\_22\_2021\_town\_board\_-\_updated.pdf

**Date:** Thursday, July 22, 2021 - 7:00pm

## Contact Info

**Phone:**

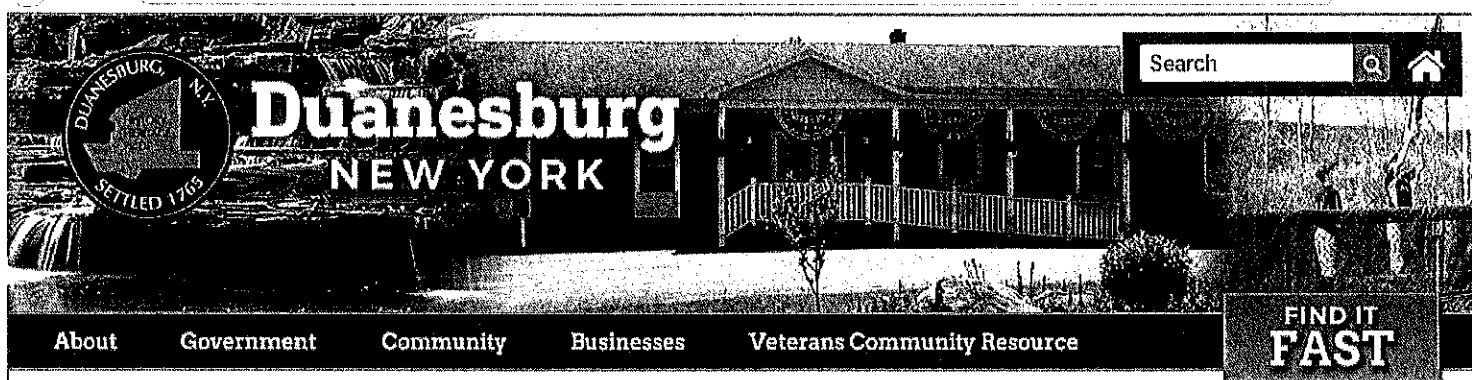
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**Address:**

Town Board  
5853 Western Turnpike  
Duanesburg, NY 12056  
United States  
See map: Google Maps

## Key Contacts

John D. Ganther, Jr.



- August 19, 2021 Eden - Murray Public Hearing
- July 15, 2021 Coolidge Public Hearing
- June 17, 2021 Gemmitt Public Hearing
- June 17, 2021 Green Public Hearing
- Planning Board Meeting Videos
- State Environmental Quality Review Act (SEQR) Forms

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## September 19, 2019

SUBMITTED ON JULY 16, 2019 - 2:53PM  
REVISED ON SEPTEMBER 19, 2019 - 8:32AM  
REVISED ON OCTOBER 16, 2019 - 11:19AM  
REVISED ON OCTOBER 16, 2019 - 11:20AM  
REVISED ON OCTOBER 17, 2019 - 9:52AM

Upload file:

☐ september\_p.pdf

Date: Thursday, September 19, 2019 - 7:00pm

### Contact Info

Phone:

(518) 895-8920

Address:

Planning Board

5853 Western Turnpike

Duanesburg, NY 12056

United States

See map: Google Maps



**Duanesburg**  
NEW YORK

5853 Western Turnpike, Duanesburg, New York 12056 | Phone: (518) 895-8920

Hours: Monday - Friday: 8am to 4pm (\*closed: 12pm to 1pm)

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**July 20, 2021**

SUBMITTED ON JULY 20, 2021 - 10:59AM

Upload file:

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Date: Tuesday, July 20, 2021 - 7:00pm

## Contact Info

**Phone:**

(518) 895-8920

**Address:**

Zoning Board of Appeals

5853 Western Turnpike

Duaneburg, NY 12056

United States

See map: [Google Maps](#)

## Key Contacts

Nelson Gage



**Duaneburg**  
NEW YORK

5853 Western Turnpike, Duaneburg, New York 12056 | Phone: (518) 895-8920

Hours: Monday - Friday: 8am to 4pm (\*closed: 12pm to 1pm)

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& HANNA LLP

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[tbakner@woh.com](mailto:tbakner@woh.com)

July 22, 2021

James Segrue  
PO Box 1552  
Schenectady NY 12301

**Re:    *Response to Comments submitted on June 29, 2021 on proposed Local Law 2 of 2021***

Dear Mr. Segrue,

The Town Board has carefully considered your comments on Local Law #2 provided via email on June 29, 2021. They have also asked me to respond to your comments.

1. All neighbors are notified when the Planning Board receives an application for any special use permit.
2. The application form requires the person who is applying for the special use permit to have the applicant, i.e. the event operator and the property owner to sign the form.
3. For all special permit uses, neighbors are notified of the application and there is a public hearing. All application materials, Planning Board minutes and decisions, Building Permits and Certificates of Occupancy are public documents which are made available pursuant to the Freedom of Information Law.
4. Commercial is defined in the Local Law to address this issue.
5. The Planning Board coordinates with the fire companies in the review of special use permits.
6. Thank you for your suggestion that a certificate of insurance be required. This requirement has been added to the local law.
7. While these requirements are State requirements, we have included a requirement that the applicant submit a certificate of compliance with the special use permit on an annual basis.

8. The insurance certificates provided to the Town Clerk are public documents and subject to disclosure pursuant to the Freedom of Information Law.
9. The Planning Board and the Town Board considered such a limitation and determined that it was not necessary. The Planning Board has the discretion to place such limits.
10. The Town Building Inspector handles enforcement of all permits issued by the Town as a matter of local law and State law.
11. A special use permit can be terminated by the Town Building Inspector or the Town Court, after a hearing. The Planning Board has the discretion to review the special use permit on an annual basis.
12. The Town relies upon the NYS Police and the County Sheriff's office to handle complaints. During office hours, complaints may also be made to the Town Building Inspector. Please be advised that residents should not engage in self-help, both the NYS Police and the County Sheriff's office is available on a 24 hour/ seven day a week basis.

If you have any further questions, please do not hesitate to contact the Town Supervisor or Town Board members with any questions.

Very truly yours,

DRAFT

Terresa M. Bakner

Cc: Town Supervisor and Town Board members

## Summary of Public comments on Solar Law (Local Law no. 1 of 2021) as of July 22, 2021

1. Annual inspection by neighbors – independent 3<sup>rd</sup> party.
2. Community wide notification.
3. 32' square feet sign posted on property.
4. Notify everyone – per telecom law.
5. Restrict power, size, etc. of panels.
6. Town Board approval of solar projects.
7. MSDS and all equipment specification to be provided as part of application.
8. Site visit by Town Board, Planning Board.
9. Notify everyone within ½ mile, certified mail receipt requested.
10. Enhanced public notice, including receipt of application and signs posted on property (32' high).
11. Notify all property owners within one half mile, certified mail return receipt requested.
12. Visually screen around entire perimeter.
13. Trees for screening to be resistant to disease and deer (Norway spruce – fungus problem).
14. Restrict size of solar project.
15. Post all solar applications as PDF on the website.
16. Application pages each to have page, date and name.
17. All documents dated.
18. Battery energy storage to be prohibited.
19. Require a PILOT.
20. Have a sign off for NYSDOT, NYSDEC and Fire Company.
21. Submit power purchase agreement.
22. Establish a density of solar projects allowed in a one mile radius.



23. Application should describe benefit to local community.
24. Should be a separate PILOT for BES.
25. Disclose who drafted and developed the local law.
26. Post most recent version of local law on website.
27. Require all components of the system to be recycled when decommissioning.

## Brandy Fall

---

**From:** Jennifer Howe  
**Sent:** Thursday, July 22, 2021 7:27 PM  
**To:** Roger Tidball; John Ganther; Jeff Senecal; Ricky Potter; Bill Wenzel; Terresa Bakner; Brandy Fall  
**Subject:** Fwd: Oak Hill Solar

Sent from my iPhone

Begin forwarded message:

**From:** Danielle Unser <danielle.unser@yahoo.com>  
**Date:** July 22, 2021 at 6:08:29 PM EDT  
**To:** Jennifer Howe <JHowe@duanesburg.net>  
**Cc:** Lynne Bruning <lynnebruning@gmail.com>  
**Subject:** Oak Hill Solar

Dear Supervisor Tidball and the Town Board,

Please read our statement during tonight's town board meeting privilege of the floor and include it in the official record of the meeting minutes as posted on the town website.

We oppose the Amendment to Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC as presented at the July 15, 2021 Planning Board meeting. Containers of battery energy storage are not shown on the approved site plan. We expect the Supervisor to uphold his June 24, 2021 Town Board meeting statements that Oak Hill Solar does not include large containers of battery's and that he believes the Town would be opposed to this. The Town draft solar law does not include regulations of containerized battery energy storage. I request the town board immediately approve a moratorium on battery energy storage. This will afford the Town time to write a law protecting the residents and town.

We bought this property for a reason - for the land, seclusion and peace and quiet. This is our dream home and forever home.

Thank you for your time.

Danielle and Robert Swain  
13392 Duanesburg Road