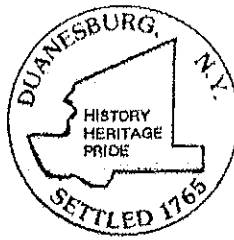


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday June 13, 2019
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Tidball, Council Members Ganther, Leoni, Potter, Senecal, Highway Superintendent William Reed, Town Clerk Jennifer Howe, Town Attorney Teresa Bakner
Absent:

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

Public Hearing: The Proposed Local Law No. 1 of 2019 entitled "A Local Law Amending the Zoning Map of the Town of Duanesburg to Re-zone Tax Map Parcel No. 67.05-2-4 from Hamlet (H) to Manufacturing & Light Industrial (C-2)".

Town Attorney Bakner read the public notice published in the Gazette.
Supervisor Tidball motioned, seconded by Council Member Potter to open the floor for comments.
Motion carried, 5 ayes

Resident from Suits Rd. asked, "What happens if someone purchases the land after later down the line?" Town Attorney Bakner responded with this still needs to go through the planning board and invited him to the Planning Board meeting on July 18, 2019 at 7:00pm.

Anthony Cassale of 454 Suits Rd. also has environmental concerns. Stated he moved here for the agricultural aspect of Duanesburg. The town board noted that he should come to the Planning Board Meeting being held in July.

Gayle Bahler of 597 Suits Rd. said she was concerned about the noise. She also said that storage units are fine, but any other light industrial down the road could be concerning. The town board noted that he should come to the Planning Board Meeting being held in July to voice her concerns to them also.

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

Motion carried, 5 ayes

Public Hearing: The Proposed Local Law No. 2 of 2019 entitled "A Local Law Amending the Zoning Map of the Town of Duanesburg to Re-zone Tax Map Parcel No. 68.00-2-25.4 from Agriculture & Residential (R-2) and Commercial (C-1) to Agriculture & Residential (R-2) and Manufacturing & Light Industrial (C-2)".

Town Attorney Bakner read the public notice published in the Gazette.

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

Motion carried, 5 ayes

No one wished to comment.

Supervisor Tidball motioned, seconded by Council Member Leoni to close the floor for comments.

Motion carried, 5 ayes

Resolution 79-19: Council Member Potter motioned, seconded by Council Member Ganther to approve the Town Board Meeting minutes of Thursday, May 23, 2019.

Motion carried, 5 ayes

Town Clerk, Jennifer Howe, read the Town Clerk's Report for May 2019 (see attached).

Supervisor Tidball read the Town Supervisor's Report for May 2019 (see attached).

Resolution 80-19: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

Vouchers to be Paid June 13, 2019

General Fund: #145-170	\$40,861.57
SD#1: #76-82	\$3,558.57
SD#2: #81-93	\$7,677.49
SD#3: #52-56	\$1,374.16
Highway: #99-110	\$5,411.74
Total Vouchers to be Paid=	\$58,883.53

Highway: Council Member Potter stated that the highway department has been out prepping roads for pavement and cutting shoulders. So far they have down Brown Rd., Esperance Station Rd., Koons Rd. and Tidball Rd. They have been mowing and filling potholes with cold patch. Superintendent Reed has some information on buying vs. leasing a new John Deere 624L loader. John Deere has a lease to buy program that gives us the option of paying \$34,000/yr. for 5 years, then at the end of the 5 years we pay John Deere a dollar and the machine is ours. Under the lease everything would be covered, so we wouldn't have to worry about oil changes or anything. They would monitor the loader remotely checking its diagnostics.

Public Safety: Council Member Leoni reported that he and Supervisor Tidball met with a consultant hired by DVAC to try to ascertain how the service could be improved. He is also looking into how the ambulance corp. could run more smoothly and better serve the town. It was a very productive meeting. The consultant, Steven Kroll, was once a DVAC member himself years ago before he moved out of town. He has been interviewing people not only in the ambulance corp., but also in the fire departments. It will be interesting to see what his report says. The major concern is lack of volunteers and that they have coverage at all times.

Council Member Ganther brought up that he and Supervisor Tidball had met with a resident over the winter that had concerns over 911 dispatching and arrival times. It had been mentioned that we would get out to each resident notification of what fire department and ambulance service serves their homes. Supervisor Tidball stated that they have had a few talks about it at the town officers meetings. There is a local person in town that is willing to make the stickers at their cost. Council Member Ganther also brought up that it is startling how many houses you can't find numbers on. Maybe part of the notice could be a campaign to get people aware and make sure their house number can be easily seen.

Parks: Council Member Leoni reported that he wasn't able to attend the last park committee meeting, but he reviewed the minutes from that meeting. Mrs. McLaughlin was awarded a plaque for her years of service. There is also going to be a Chablo Serviceberry bush planted at the point in recognition of her service. There was a question on whether or not the counselors need to take the sexual harassment training. Town Attorney Bakner stated that do have to take the training. The bathrooms at Van Patten Mill Park is framed and mostly sheeted. The back has not been done yet to make it easier to do the plumbing. The bathrooms will not be done in time for the park program. The park committee had some items on their list that still need to be addressed, Council Member Leoni met with Dale Warner to discuss what has already been completed. They are talking about possibly moving the pressure tank that is in the storage room to the bathrooms to prevent future mold issues. It was also brought up that the edge of the concrete slab on the pavilion and an issue of birds roosting in the eaves of the pavilion making a mess all over the picnic tables. It was determined that the birds are turkeys and we will leave them alone and wash the tables more frequently. There a couple of big Ash trees that need to be removed. Jean Frisbee will be planting the flowers at the parks. Mrs. Baker will be resigning at the next meeting due to not leaving in the area. We need to start looking for replacements for the park committee, maybe having two alternates.

Sewer District #1, 2 & 3: Council Member Ganther reported that they had a team meeting this morning. Sewer District #1 they completed the manhole inspections. Risers ring leaks were found that need to be repaired. They also found six pipes where there is debris accumulating and they need to be cleaned out. There is a lateral on South Shore Rd. that may have a leak, it is going to have to be dug out, inspected and possibly repaired. Next they are going to be doing inspections on Sewer District #3 just to double check things and identify all the locations of the manholes. Following up on the flooding we had in Quaker Street last month. It was discovered that the pump had an unusual amount of grease built up on it and figured that contributed to the malfunctioning. They have ordered special cleaning crystals that you can apply to the pumps three times a year to prevent future grease build up like that. We are due for the annual bulk storage inspection where they come out and inspect the thickness of the tank. Prime has been contacted about that and that will be happening soon. There also was an issue with the EQ floats over in Delanson, they called ACS in and they replaced the floats. Last month there was a grinder pump issue and they put the spare in. They will be ordering three new grinder pumps just to have on hand in case of emergency. Council Member Ganther asked Bill Brown from Delaware Engineering if there was any sort of plan setup as far as doing restoration work. Bill from Delaware Engineering stated that a local landscaper has been retained by the general contractor. Due to the weather they haven't been able to do too much yet. Bill Brown gave a quick update (see attached).

Technology: Council Member Ganther reported that they had a broadband committee meeting last week and the minutes are being drawn up. At the next meeting I'll share with the board what was discussed. We do have a quote from Omnis for Microsoft Office 365 which would include email to replace Spectrum. Council Member Ganther did some research today and noticed that there is special government pricing and needs to look into it further.

Council Member Leoni made an announcement that there would be a meeting here at Town Hall where LS Power Grid New York will be giving a presentation on them beginning work designing and permitting electric transmission upgrades (see attached announcement).

Business Meeting:

Resolution 81-19: Council Member Leoni motioned, seconded by Council Member Potter to adopt Local Law No. 1 of 2019 entitled "A Local Law Amending the Zoning Map of the Town of Duanesburg to Re-zone Tax Map Parcel No. 67.05-2-4 from Hamlet (H) to Manufacturing & Light Industrial (C-2)." Motion carried, 5 ayes

Privilege of the Floor: Opened at 7:47 pm

Bill Park of Maranatha Way asked a question about the purchase of the loader and if the money was budgeted this year. Supervisor Tidball answered with yes it is coming out of the budget. Mr. Park mentioned that he is still looking through our Fund Balance Policy. Mr. Park asked if the annual report has been filed and Supervisor Tidball responded with yes it has.

Floor Closed: 7:51 pm

Supervisor Tidball motioned, seconded by Council Member Potter to go into executive session to seek advice from counsel.

Motion carried, 5 ayes

Council Member Ganther motioned, seconded by Council Member Leoni to come out of executive session.

Motion carried, 5 ayes

8:30

I, Jennifer Howe, 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 June 13, 2019 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Account#	Account Description	Fee Description	Qty	Local Share	
		Animal Shelter Boarding Fees	1	65.00	
		Hometown Hero Banner	1	125.00	
		Special Use Permit	1	100.00	
	Misc. Fees	Certified Copies - Death	4	40.00	
		Certified Copies - Marriage	2	20.00	
	Operating Permit	Operating Permit	3	90.00	
	septic repair	septic repair	1	50.00	
		Sub-Total:		\$490.00	
2501	Permit Fees	Peddlers	1	150.00	
		Sub-Total:		\$150.00	
A1255	Conservation	Conservation	5	3.87	
		Sub-Total:		\$3.87	
A2544	AFTER 30 DAYS	AFTER 30 DAYS	8	40.00	
	Dog Licensing	Female, Spayed	23	322.00	
		Female, Unspayed	3	66.00	
		Male, Neutered	28	392.00	
		Male, Unneutered	4	88.00	
		Replacement Tags	2	10.00	
		Sub-Total:		\$918.00	
355	Building Permits	Building Permits	7	415.00	
	Other Permits	Other Permits	1	30.00	
		Sub-Total:		\$445.00	
Total Local Shares Remitted:				\$2,006.87	
Amount paid to: NYS Ag. & Markets for spay/neuter program				72.00	
Amount paid to: NYS Environmental Conservation				66.13	
Total State, County & Local Revenues:		\$2,145.00	Total Non-Local Revenues:		\$138.13

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

Monthly Statement of the Town Supervisor

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK:

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month April 2019.

REVENUES

FUND	AMOUNT
GENERAL FUND	\$ 53,882.53
HIGHWAY FUND	\$ 39,014.76
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ 0.12
PARKLANDS	\$ 0.36
SERVICE AWARD	\$ 0.60
SEWER DISTRICT #1	\$ 9.05
SEWER DISTRICT #2	\$ 151.54
SEWER DISTRICT #3	\$ 1,006.38
TOTAL	\$ 94,065.34

DISBURSEMENTS

GENERAL FUND	\$ 55,771.08
HIGHWAY FUND	\$ 49,501.41
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ -
PARKLANDS	\$ -
SERVICE AWARD	\$ -
SEWER DISTRICT #1	\$ 14,226.59
SEWER DISTRICT #2	\$ 12,854.96
SEWER DISTRICT #3	\$ 41,091.93
TOTAL	\$ 173,445.97

Dated: June 13, 2019

Supervisor's Office
Town of Duanesburg

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending 05/31/2019					Year - To - Date		
Current					Amount	Budget	Variance % Var
Fund: GENERAL FUND A							
Expenses			Monthly Amount		Amount	Budget	Variance % Var
APPROPRIATION ACCOUNT							
10101.1	1010.1 - Town Board PS		\$2,300.00		\$11,500.00	\$28,100.00	16,600.00 59.1%
10104.1	1010.4 - Town Board CE		\$0.00		\$153.62	\$500.00	346.38 69.3%
11101.1	1110.1 - Justices PS		\$5,836.24		\$25,778.01	\$67,074.00	41,295.99 61.6%
11102.1	1110.2 - Justices EQ		\$0.00		\$0.00	\$500.00	500.00 100.0%
11104.1	1110.4 - Justices CE		\$233.33		\$1,137.38	\$2,000.00	862.62 43.1%
12201.1	1220.1 - Supervisor PS		\$5,407.71		\$27,779.08	\$68,953.00	41,173.92 59.7%
12202.1	1220.2 - Supervisor EQ		\$0.00		\$185.75	\$0.00	(185.75) 0.0%
12204.1	1220.4 - Supervisor CE		\$8.25		\$654.58	\$1,000.00	345.42 34.5%
13401.1	1340.1 - Budget PS		\$0.00		\$0.00	\$5,000.00	5,000.00 100.0%
13551.1	1355.1 - Assessor P/S		\$3,356.53		\$26,719.29	\$57,250.00	30,530.71 53.3%
13552.1	1355.2 - Assessor E/Q		\$0.00		\$0.00	\$350.00	350.00 100.0%
13554.1	1355.4 - Assessor C/E		\$70.59		\$1,547.71	\$2,700.00	1,152.29 42.7%
13804.1	1380.4 - Audit		\$0.00		\$995.00	\$0.00	(995.00) 0.0%
14101.1	1410.1 - Town Clerk PS		\$7,100.00		\$32,565.71	\$75,660.00	43,094.29 57.0%
14102.1	1410.2 - Town Clerk EQ		\$0.00		\$24.75	\$1,000.00	975.25 97.5%
14104.1	1410.4 - Town Clerk CE		\$168.25		\$2,146.50	\$6,000.00	3,853.50 64.2%
14204.1	1420.4 - Attorney CE		\$2,067.00		\$7,755.00	\$35,000.00	27,245.00 77.8%
14402.1	1440.2 - Engineer E/Q		\$0.00		\$13,061.00	\$0.00	(13,061.00) 0.0%
14404.1	1440.4 - Engineer C/E		\$2,500.00		\$5,000.00	\$0.00	(5,000.00) 0.0%
14604.1	1460.4 - Records Management C/E		\$244.39		\$977.56	\$2,300.00	1,322.44 57.5%
16201.1	1620.1 - Buildings PS		\$1,353.03		\$5,988.57	\$9,500.00	3,511.43 37.0%
16202.1	1620.2 - Buildings EQ		\$0.00		\$7.96	\$500.00	492.04 98.4%
16204.1	1620.4 - Buildings CE		\$895.18		\$8,988.82	\$30,000.00	21,011.18 70.0%
16404.1	1640.4 - Central Garage CE		\$49.01		\$8,706.19	\$20,000.00	11,293.81 56.5%
16604.1	1660.4 - Central Storeroom C/E		\$112.95		\$680.93	\$2,000.00	1,319.07 66.0%

Operating Statement for the Period Ending

05/31/19

Current

Year - To - Date

Monthly Amount

	Amount	Budget	Variance	% Var
16704.1	\$0.00	\$594.00	\$10,000.00	9,406.00
16802.1	\$0.00	\$0.00	\$9,500.00	9,500.00
16804.1	\$1,530.00	\$4,710.28	\$15,000.00	10,289.72
19104.1	\$0.00	\$46,265.06	\$54,000.00	7,734.94
19204.1	\$0.00	\$1,100.00	\$1,100.00	0.00
19904.1	\$0.00	\$0.00	\$20,000.00	20,000.00
30204.1	\$0.00	\$21,500.00	\$43,000.00	21,500.00
33104.1	\$0.00	\$74.25	\$0.00	(74.25)
35101.1	\$416.66	\$2,083.30	\$5,000.00	2,916.70
35104.1	(\$69.80)	\$826.97	\$1,500.00	673.03
40201.1	\$0.00	\$0.00	\$925.00	925.00
45404.1	\$0.00	\$17,340.00	\$80,000.00	62,660.00
50101.1	\$5,573.78	\$25,429.02	\$57,663.00	32,233.98
50104.1	\$0.00	\$230.26	\$500.00	269.74
60104.1	\$0.00	\$3,000.00	\$3,000.00	0.00
64104.1	\$0.00	\$0.00	\$2,500.00	2,500.00
67724.1	\$0.00	\$0.00	\$3,000.00	3,000.00
70201.1	\$0.00	\$2,500.00	\$2,500.00	0.00
71101.1	\$0.00	\$0.00	\$3,000.00	3,000.00
71102.1	\$996.23	\$1,204.36	\$8,500.00	7,295.64
71104.1	\$1,648.31	\$1,661.00	\$0.00	(1,661.00)
73101.1	\$492.80	\$1,487.39	\$10,000.00	8,512.61
73104.1	\$0.00	\$0.00	\$7,200.00	7,200.00
75101.1	\$0.00	\$0.00	\$1,000.00	1,000.00
75104.1	\$58.34	\$291.70	\$700.00	408.30
75504.1	\$0.00	\$3,000.00	\$3,000.00	0.00
81604.1	\$0.00	\$0.00	\$3,000.00	3,000.00
90108.1	\$750.00	\$3,429.70	\$16,000.00	12,570.30
90308.1	\$0.00	\$0.00	\$40,000.00	40,000.00
90408.1	\$2,257.77	\$11,198.32	\$29,493.00	18,294.68
90608.1	\$0.00	\$0.00	\$12,000.00	12,000.00
	\$0.00	\$44,486.70	\$51,000.00	6,513.30
Subtotal for APPROPRIATION ACCOUNT:	\$45,356.55	\$374,765.72	\$906,468.00	531,702.28
Subtotal for Expenses	\$45,356.55	\$374,765.72	\$906,468.00	531,702.28

Report Date: 13-Jun-19

Operating Statement for the Period Ending

05/31/2019

Year - To - Date

Current

Monthly Amount

Amount

Budget

Variance % Var

Other Income

REVENUE ACCOUNT

1001.1	1001 - Real Property Tax	\$0.00	\$151,000.00	\$151,000.00	0.00	0.0%
1089.1	1089 - Other Tax Item	\$0.00	\$1,400.00	\$0.00	(1,400.00)	0.0%
1090.1	1090 - Real Property Tax Interest & Penalty	\$17,397.29	\$17,397.29	\$14,000.00	(3,397.29)	(24.3)%
1120.1	1120 - Non-Property Tax Distribution by County	\$0.00	\$0.00	\$325,315.00	325,315.00	100.0%
1255.1	1255 - Town Clerk Fees	\$341.92	\$947.11	\$2,500.00	1,552.89	62.1%
2001.1	2001 - Park and Recreation Charges	\$40.00	\$40.00	\$0.00	(40.00)	0.0%
2401.1	2401 - Interest & Earnings	\$430.06	\$3,155.35	\$500.00	(2,655.35)	(531.1)%
2501.1	2501 - Business & Occupational Licenses	\$0.00	\$150.00	\$0.00	(150.00)	0.0%
2544.1	2544 - Licenses	\$692.00	\$3,005.00	\$7,500.00	4,495.00	59.9%
2610.1	2610 - Fines, Forfeits of Bail	\$18,604.00	\$36,070.00	\$75,000.00	38,930.00	51.9%
2701.1	2701 - Refunds from Prior Years	\$0.00	\$737.44	\$0.00	(737.44)	0.0%
3001.1	3001 - State per Capita Aid	\$0.00	\$0.00	\$20,653.00	20,653.00	100.0%
3005.1	3005 - State Aid Mig Tax	\$0.00	\$0.00	\$130,000.00	130,000.00	100.0%
3820.1	3820 - State Aid Youth Program	\$3,000.00	\$3,000.00	\$3,000.00	0.00	0.0%
Subtotal for REVENUE ACCOUNT:		\$40,505.27	\$216,902.19	\$729,468.00	512,565.81	70.3%
Subtotal for Other Income		\$40,505.27	\$216,902.19	\$729,468.00	512,565.81	70.3%
Net Amounts		(\$4,851.28)	(\$157,863.53)	(\$177,000.00)	(\$19,136.47)	89.2%

TOWN OF DUANESBURG
 5853 WESTERN TURNPIKE
 DUANESBURG, NY 12056
 (518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

05/31/2019

Current

Year - To - Date

Monthly Amount

Amount

Budget

Variance % Var

Fund: GENERAL FUND B (TOWN OUTSIDE VILLAGE)

Expenses	Monthly Amount	Amount	Budget	Variance	% Var
APPROPRIATION ACCOUNT					
80101.2 8010.1 - Zoning PS	\$7,749.68	\$38,075.70	\$97,622.00	59,546.30	61.0%
80102.2 8010.2 - Zoning EQ	\$0.00	\$0.00	\$1,000.00	1,000.00	100.0%
80104.2 8010.4 - Zoning CE	\$93.47	\$4,275.69	\$21,050.00	16,774.31	79.7%
80201.2 8020.1 - Planning PS	\$1,266.88	\$6,245.29	\$17,500.00	11,254.71	64.3%
80202.2 8020.2 - Planning EQ	\$0.00	\$0.00	\$1,000.00	1,000.00	100.0%
80204.2 8020.4 - Planning CE	\$631.77	\$1,820.13	\$7,000.00	5,179.87	74.0%
90108.2 9010.8 - State Retirement	\$0.00	\$0.00	\$17,500.00	17,500.00	100.0%
90308.2 9030.8 - Social Security (Town Share)	\$672.73	\$3,210.81	\$8,539.00	5,328.19	62.4%
90408.2 9040.8 - Workers Comp	\$0.00	\$0.00	\$2,000.00	2,000.00	100.0%
90608.2 9060.8 - Medical Insurance (Town Share)	\$0.00	\$5,286.35	\$25,000.00	19,713.65	78.9%
Subtotal for APPROPRIATION ACCOUNT:	\$10,414.53	\$58,913.97	\$198,211.00	139,297.03	70.3%
Subtotal for Expenses	\$10,414.53	\$58,913.97	\$198,211.00	139,297.03	70.3%

Other Income:

REVENUE ACCOUNT					
1120.2 1120 - Non-Property Tax Distribution by County	\$0.00	\$84,354.81	\$86,624.00	2,269.19	2.6%
1170.2 1170 - Franchise Fees	\$11,072.26	\$22,250.17	\$41,000.00	18,749.83	45.7%
2110.2 2110 - Zoning Fees	\$200.00	\$500.00	\$1,700.00	1,200.00	70.6%
2389.2 2389 - Other Home & Community Services	\$0.00	\$2,500.00	\$2,500.00	0.00	0.0%
2401.2 2401 - Interest & Earnings	\$0.00	\$0.00	\$75.00	75.00	100.0%
2555.2 2555 - Licenses & Permits	\$2,105.00	\$5,110.00	\$23,000.00	17,890.00	77.8%
Subtotal for REVENUE ACCOUNT:	\$13,377.26	\$114,714.98	\$154,899.00	40,184.02	25.9%
Subtotal for Other Income	\$13,377.26	\$114,714.98	\$154,899.00	40,184.02	25.9%

Operating Statement for the Period Ending			Year - To - Date	
Current	05/31/2019	Monthly Amount	Amount	Budget
Net Amounts	\$2,962.73		\$55,801.01	(\$43,312.00)
				(\$99,113.01) #####

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE

DUNESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

05/31/2019

Current

Fund: QUAKER ST. SL1

		Year - To - Date		
		Amount	Budget	Variance % Var
Expenses				
APPROPRIATION ACCOUNT				
51824.6	5182.4 - Street Lighting CE	\$1,775.37	\$7,000.00	5,224.63 74.6%
Subtotal for APPROPRIATION ACCOUNT:		\$1,775.37	\$7,000.00	5,224.63 74.6%
Subtotal for Expenses		\$1,775.37	\$7,000.00	5,224.63 74.6%
Other Income				
REVENUE ACCOUNT				
1001.6	1001 - Real Property Tax	\$7,000.00	\$0.00	(7,000.00) 0.0%
Subtotal for REVENUE ACCOUNT:		\$7,000.00	\$0.00	(7,000.00) 0.0%
Subtotal for Other Income		\$7,000.00	\$0.00	(7,000.00) 0.0%
Net Amounts		\$5,224.63	(\$7,000.00)	(\$12,224.63) (74.6)%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

05/31/2019

Current

Fund: DUANESBURG SL2

	Monthly Amount	Amount	Budget	Variance	% Var
EXPENSES					
APPROPRIATION ACCOUNT					
51824.7 5182.4 - Street Lighting CE	\$0.00	\$3,544.40	\$12,500.00	8,955.60	71.6%
Subtotal for APPROPRIATION ACCOUNT:	\$0.00	\$3,544.40	\$12,500.00	8,955.60	71.6%
Subtotal for Expenses	\$0.00	\$3,544.40	\$12,500.00	8,955.60	71.6%
Other Income					
REVENUE ACCOUNT					
1001.7 1001 - Real Property Tax	\$0.00	\$12,500.00	\$0.00	(12,500.00)	0.0%
Subtotal for REVENUE ACCOUNT:	\$0.00	\$12,500.00	\$0.00	(12,500.00)	0.0%
Subtotal for Other Income	\$0.00	\$12,500.00	\$0.00	(12,500.00)	0.0%
Net Amounts	\$0.00	\$8,955.60	(\$12,500.00)	(\$21,455.60)	(71.6)%

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE

DUNESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

05/31/2019

Current	Monthly Amount	Amount	Budget	Variance	% Var
---------	----------------	--------	--------	----------	-------

Fund: MARIAVILLE SL3

Expenses

APPROPRIATION ACCOUNT

51824.8	5182.4 - Street Lighting CE	\$0.00	\$1,554.56	\$5,300.00	3,745.44	70.7%
---------	-----------------------------	--------	------------	------------	----------	-------

Subtotal for APPROPRIATION ACCOUNT:

Subtotal for Expenses	\$0.00	\$1,554.56	\$5,300.00	3,745.44	70.7%
-----------------------	--------	------------	------------	----------	-------

Other Income

REVENUE ACCOUNT

1001.8	1001 - Real Property Tax	\$0.00	\$5,300.00	\$0.00	(5,300.00)	0.0%
--------	--------------------------	--------	------------	--------	------------	------

Subtotal for REVENUE ACCOUNT:

Subtotal for Other Income	\$0.00	\$5,300.00	\$0.00	(5,300.00)	0.0%
---------------------------	--------	------------	--------	------------	------

Net Amounts

Net Amounts	\$0.00	\$3,745.44	(\$5,300.00)	(\$9,045.44)	(70.7)%
-------------	--------	------------	--------------	--------------	---------

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

05/31/2019

Current

Year - To - Date

Monthly Amount

Amount

Budget

Variance % Var

Fund: HIGHWAY FUND DA

Expenses

APPROPRIATION ACCOUNT

51301.3	5130.1 - Machinery PS	\$135.40	\$2,748.10	\$8,000.00	5,251.90	65.6%
51302.3	5130.2 - Machinery EQ	\$3,500.00	\$3,684.07	\$12,000.00	8,315.93	69.3%
51304.3	5130.4 - Machinery CE	\$3,026.89	\$21,367.72	\$25,500.00	4,132.28	16.2%
51421.3	5142.1 - Snow Removal PS	\$270.45	\$96,837.09	\$125,000.00	28,162.91	22.5%
51424.3	5142.4 - Snow Removal CE	\$12,405.92	\$47,871.58	\$60,000.00	12,128.42	20.2%
90108.3	9010.8 - State Retirement	\$0.00	\$0.00	\$23,000.00	23,000.00	100.0%
90308.3	9030.8 - Social Security (Town Share)	\$116.66	\$7,656.69	\$10,175.00	2,518.31	24.7%
90408.3	9040.8 - Workers Comp	\$0.00	\$0.00	\$17,000.00	17,000.00	100.0%
90558.3	9055.8 - Disability Insurance	\$0.00	\$0.00	\$200.00	200.00	100.0%
90608.3	9060.8 - Medical Insurance (Town Share)	\$0.00	\$39,761.45	\$50,000.00	10,238.55	20.5%

Subtotal for APPROPRIATION ACCOUNT:

\$19,455.32

\$330,875.00

110,948.30

33.5%

Subtotal for Expenses

\$19,455.32

\$330,875.00

110,948.30

33.5%

Other Income

REVENUE ACCOUNT

1001.3	1001 - Real Property Tax	\$0.00	\$315,543.00	\$315,543.00	0.00	0.0%
2130.3	2130 - Refuse and Garbage Charges	\$0.00	\$0.00	\$500.00	500.00	100.0%
2300.3	2300 - Transportation Services	\$0.00	\$14,707.00	\$14,707.00	0.00	0.0%
2401.3	2401 - Interest & Earnings	\$472.46	\$1,530.47	\$125.00	(1,405.47)	(1124.4)%
2680.3	2680 - Insurance Recoveries	\$0.00	\$7,809.00	\$0.00	(7,809.00)	0.0%
3960.3	3960 - State Aid Emergency Disaster Work	\$0.00	\$39,352.49	\$0.00	(39,352.49)	0.0%

Subtotal for REVENUE ACCOUNT:

\$472.46

\$330,875.00

(48,066.96)

(14.5)%

Subtotal for Other Income

\$472.46

\$330,875.00

(48,066.96)

(14.5)%

Operating Statement for the Period Ending 05/31/19

Current	Year - To - Date	Amount	Budget	Variance-% Var
Net Amounts		\$159,015.26	\$0.00	(\$159,015.26) 0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

1 of 4

Operating Statement for the Period Ending 05/31/2019

	Current	Monthly Amount	Amount	Year - To - Date	
				Budget	Variance % Var

Fund: HIGHWAY FUND DB (TOWN OUTSIDE VILLAGE)

Expenses					
APPROPRIATION ACCOUNT					
51101.4	5110.1 - General Repairs PS	\$22,892.44	\$33,119.73	\$135,000.00	101,880.27 75.5%
51104.4	5110.4 - General Repairs CE	\$5,487.95	\$5,504.27	\$125,000.00	119,495.73 95.6%
51122.4	5112.2 - Permanent Improvement EQ	\$0.00	\$0.00	\$104,613.00	104,613.00 100.0%
90108.4	9010.8 - State Retirement	\$0.00	\$0.00	\$21,000.00	21,000.00 100.0%
90308.4	9030.8 - Social Security (Town Share)	\$1,665.70	\$2,376.72	\$10,328.00	7,951.28 77.0%
90408.4	9040.8 - Workers Comp	\$0.00	\$0.00	\$17,000.00	17,000.00 100.0%
90558.4	9055.8 - Disability Insurance	\$0.00	\$0.00	\$200.00	200.00 100.0%
90608.4	9060.8 - Medical Insurance (Town Share)	\$0.00	\$38,533.73	\$60,000.00	21,466.27 35.8%
Subtotal for APPROPRIATION ACCOUNT:		\$30,046.09	\$79,534.45	\$473,141.00	393,606.55 83.2%
Subtotal for Expenses		\$30,046.09	\$79,534.45	\$473,141.00	393,606.55 83.2%

Other Income

REVENUE ACCOUNT					
1120.4	1120 - Non-Property Tax Distribution by County	\$38,542.30	\$189,844.15	\$353,701.00	163,856.85 46.3%
2300.4	2300 - Transportation Services	\$0.00	\$14,707.00	\$14,707.00	0.00 0.0%
2401.4	2401 - Interest & Earnings	\$0.00	\$0.00	\$120.00	120.00 100.0%
3501.4	3501 - State Aid/CHIPS	\$0.00	\$158,040.71	\$104,613.00	(53,427.71) (51.1)%
3960.4	3960 - State Aid Emergency Disaster Work	\$0.00	\$68,075.01	\$0.00	(68,075.01) 0.0%
4960.4	4960 - Federal Aid Emergency Work	\$0.00	\$118,057.46	\$0.00	(118,057.46) 0.0%
Subtotal for REVENUE ACCOUNT:		\$38,542.30	\$548,724.33	\$473,141.00	(75,583.33) (16.0)%
Subtotal for Other Income		\$38,542.30	\$548,724.33	\$473,141.00	(75,583.33) (16.0)%
Net Amounts		\$8,496.21	\$469,189.88	\$0.00	(\$469,189.88) 0.0%

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE

DUNESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending 05/31/2019

Current

Fund: FIRE PROTECTION DISTRICT SF

Expenses	Monthly Amount	Amount	Budget	Variance	% Var
APPROPRIATION ACCOUNT					
34104.5 3410.4 - Fire Protection CE	\$0.00	\$447,690.00	\$448,274.00	584.00	0.1%
Subtotal for APPROPRIATION ACCOUNT:	\$0.00	\$447,690.00	\$448,274.00	584.00	0.1%
Subtotal for Expenses	\$0.00	\$447,690.00	\$448,274.00	584.00	0.1%
Other Income					
REVENUE ACCOUNT					
1001.5 1001 - Real Property Tax	\$0.00	\$448,275.40	\$448,274.00	(1.40)	0.0%
Subtotal for REVENUE ACCOUNT:	\$0.00	\$448,275.40	\$448,274.00	(1.40)	0.0%
Subtotal for Other Income	\$0.00	\$448,275.40	\$448,274.00	(1.40)	0.0%
Net Amounts	\$0.00	\$585.40	\$0.00	(\$585.40)	0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE

DUANESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending			05/31/2019		Year - To - Date	
Current			Monthly Amount	Amount	Budget	Variance % Var
Fund: CAPITAL PROJECTS- Van Patten Park H						
Other Income						
REVENUE ACCOUNT						
2401.10	2401 - Interest & Earnings		\$0.12	\$0.59	\$0.00	0.0%
Subtotal for REVENUE ACCOUNT:			\$0.12	\$0.59	\$0.00	0.0%
Subtotal for Other Income			\$0.12	\$0.59	\$0.00	0.0%
Net Amounts			\$0.12	\$0.59	\$0.00	0.0%

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE

DUNESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

Current

05/31/2019

Year - To - Date

Monthly Amount

Amount

Budget

Variance % Var

Fund: TRUST & AGENCY FUND TA

Other Income

REVENUE ACCOUNT

2401.99

2401 - Interest & Earnings

\$0.36

\$1.75

\$0.00

0.0%

Subtotal for REVENUE ACCOUNT:

\$0.36

\$1.75

\$0.00

0.0%

Subtotal for Other Income

\$0.36

\$1.75

\$0.00

0.0%

Net Amounts

\$0.36

\$1.75

\$0.00

0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

Current

05/31/2019

	Year - To - Date		
	Budget	Amount	Variance % Var

Fund: Delanson/Quaker Street SD#1 Operations

Expenses

APPROPRIATION ACCOUNT

19904.66	1990.4 - Contingency Account	\$0.00	\$0.00	\$10,000.00	10,000.00	100.0%
81102.66	8110.2 - Sewer Administration EQ	\$0.00	\$0.00	\$1,000.00	1,000.00	100.0%
81104.66	8110.4 - Sewer Administration CE	\$2,873.04	\$8,993.17	\$9,200.00	206.83	2.2%
81202.66	8120.2 - Sanitary Sewers EQ	\$0.00	\$0.00	\$8,000.00	8,000.00	100.0%
81204.66	8120.4 - Sanitary Sewers CE	\$1,666.52	\$4,196.51	\$15,000.00	10,803.49	72.0%
81301.66	8130.1 - Treatment/Disposal PS	\$5,677.65	\$25,332.77	\$59,102.00	33,769.23	57.1%
81302.66	8130.2 - Treatment/Disposal EQ	\$0.00	\$0.00	\$1,500.00	1,500.00	100.0%
81304.66	8130.4 - Treatment/Disposal CE	\$3,602.84	\$29,098.03	\$69,925.00	40,826.97	58.4%
90108.66	9010.8 - State Retirement	\$0.00	\$0.00	\$10,600.00	10,600.00	100.0%
90308.66	9030.8 - Social Security (Town Share)	\$406.54	\$1,795.21	\$4,522.00	2,726.79	60.3%
90408.66	9040.8 - Workers Comp	\$0.00	\$0.00	\$5,275.00	5,275.00	100.0%
90608.66	9060.8 - Medical Insurance (Town Share)	\$0.00	\$5,360.48	\$9,600.00	4,239.52	44.2%
97306.66	9730.6 - Bond Anticipation - Principal	\$0.00	\$129,000.00	\$129,000.00	0.00	0.0%
	Subtotal for APPROPRIATION ACCOUNT:	\$14,226.59	\$203,776.17	\$332,724.00	128,947.83	38.8%
	Subtotal for Expenses	\$14,226.59	\$203,776.17	\$332,724.00	128,947.83	38.8%

Other Income

REVENUE ACCOUNT

1001.66	1001 - Real Property Tax	\$0.00	\$309,399.00	\$309,399.00	0.00	0.0%
2401.66	2401 - Interest & Earnings	\$9.05	\$42.21	\$75.00	32.79	43.7%
2590.66	2590 - Permits - Septic	\$0.00	\$0.00	\$2,000.00	2,000.00	100.0%
	Subtotal for REVENUE ACCOUNT:	\$9.05	\$309,441.21	\$311,474.00	2,032.79	0.7%
	Subtotal for Other Income	\$9.05	\$309,441.21	\$311,474.00	2,032.79	0.7%

05/31/19

Operating Statement for the Period Ending

Current

Monthly Amount

Year - To - Date

Variance % Var

Budget

Amount

Net Amounts

(\$14,217.54)

\$105,665.04

(\$21,250.00)

(\$126,915.04) #####

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE

DUANESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

05/31/2019

Current

Fund: Mariaville SD#2 Operations

Year - To - Date
Budget
Variance % Var

Expenses

APPROPRIATION ACCOUNT

19904.88	1990.4 - Contingency Account	\$0.00	\$0.00	\$5,000.00	5,000.00	100.0%
81102.88	8110.2 - Sewer Administration EQ	\$0.00	\$0.00	\$250.00	250.00	100.0%
81104.88	8110.4 - Sewer Administration CE	\$112.12	\$6,285.75	\$9,500.00	3,214.25	33.8%
81202.88	8120.2 - Sanitary Sewers EQ	\$0.00	\$0.00	\$5,000.00	5,000.00	100.0%
81204.88	8120.4 - Sanitary Sewers CE	\$4,358.84	\$14,020.29	\$25,500.00	11,479.71	45.0%
81301.88	8130.1 - Treatment/Disposal PS	\$3,894.00	\$17,845.41	\$40,499.00	22,653.59	55.9%
81302.88	8130.2 - Treatment/Disposal EQ	\$0.00	\$0.00	\$3,000.00	3,000.00	100.0%
81304.88	8130.4 - Treatment/Disposal CE	\$4,211.17	\$24,799.19	\$59,125.00	34,325.81	58.1%
90108.88	9010.8 - State Retirement	\$0.00	\$0.00	\$7,228.00	7,228.00	100.0%
90308.88	9030.8 - Social Security (Town Share)	\$278.83	\$1,264.20	\$3,098.00	1,833.80	59.2%
90408.88	9040.8 - Workers Comp	\$0.00	\$0.00	\$3,614.00	3,614.00	100.0%
90608.88	9060.8 - Medical Insurance (Town Share)	\$0.00	\$3,672.91	\$6,600.00	2,927.09	44.3%
97306.88	9730.6 - Bond Anticipation - Principal	\$0.00	\$0.00	\$160,000.00	160,000.00	100.0%
Subtotal for APPROPRIATION ACCOUNT:		\$12,854.96	\$67,887.75	\$328,414.00	260,526.25	79.3%
Subtotal for Expenses		\$12,854.96	\$67,887.75	\$328,414.00	260,526.25	79.3%

Other Income

REVENUE ACCOUNT

1001.88	1001 - Real Property Tax	\$0.00	\$326,314.18	\$326,314.00	(0.18)	0.0%
2401.88	2401 - Interest & Earnings	\$151.54	\$612.28	\$100.00	(512.28)	(512.3)%
2590.88	2590 - Permits - Septic	\$0.00	\$0.00	\$2,000.00	2,000.00	100.0%
Subtotal for REVENUE ACCOUNT:		\$151.54	\$326,926.46	\$328,414.00	1,487.54	0.5%
Subtotal for Other Income		\$151.54	\$326,926.46	\$328,414.00	1,487.54	0.5%

Operating Statement for the Period Ending		05/31/19	Year - To - Date	
Current	Monthly Amount	Amount	Budget	Variance % Var
Net Amounts	(\$12,703.42)	\$259,038.71	\$0.00	(\$259,038.71) 0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

05/31/2019

Current

Year - To - Date

Amount Budget Variance % Var

Fund: Duanesburg SD#3 Operations

Expenses

APPROPRIATION ACCOUNT

81102.77	8110.2 - Sewer Administration EQ	\$0.00	\$0.00	\$500.00	500.00	100.0%
81104.77	8110.4 - Sewer Administration CE	\$3,546.92	\$7,106.53	\$4,000.00	(3,106.53)	(77.7)%
81202.77	8120.2 - Sanitary Sewers EQ	\$35,220.00	\$35,220.00	\$3,000.00	(32,220.00)	(1074.0)%
81204.77	8120.4 - Sanitary Sewers CE	\$35.65	\$1,056.21	\$13,000.00	11,943.79	91.9%
81301.77	8130.1 - Treatment/Disposal PS	\$1,736.50	\$8,000.76	\$18,061.00	10,060.24	55.7%
81302.77	8130.2 - Treatment/Disposal EQ	\$0.00	\$0.00	\$500.00	500.00	100.0%
81304.77	8130.4 - Treatment/Disposal CE	\$428.55	\$3,478.27	\$21,175.00	17,696.73	83.6%
90108.77	9010.8 - State Retirement	\$0.00	\$0.00	\$3,224.00	3,224.00	100.0%
90308.77	9030.8 - Social Security (Town Share)	\$124.31	\$566.92	\$1,382.00	815.08	59.0%
90408.77	9040.8 - Workers Comp	\$0.00	\$0.00	\$1,611.00	1,611.00	100.0%
90608.77	9060.8 - Medical Insurance (Town Share)	\$0.00	\$1,637.39	\$2,800.00	1,162.61	41.5%
97306.77	9730.6 - Bond Anticipation - Principal	\$0.00	\$40,000.00	\$80,000.00	40,000.00	50.0%
Subtotal for APPROPRIATION ACCOUNT:		\$41,091.93	\$97,066.08	\$149,253.00	52,186.92	35.0%
Subtotal for Expenses		\$41,091.93	\$97,066.08	\$149,253.00	52,186.92	35.0%

Other Income

REVENUE ACCOUNT

1001.77	1001 - Real Property Tax	\$0.00	\$147,253.00	\$147,253.00	0.00	0.0%
2401.77	2401 - Interest & Earnings	\$6.38	\$29.86	\$0.00	(29.86)	0.0%
2590.77	2590 - Permits - Septic	\$1,000.00	\$1,260.00	\$2,000.00	740.00	37.0%
Subtotal for REVENUE ACCOUNT:		\$1,006.38	\$148,542.86	\$149,253.00	710.14	0.5%
Subtotal for Other Income		\$1,006.38	\$148,542.86	\$149,253.00	710.14	0.5%
Net Amounts		(\$40,085.55)	\$51,476.78	\$0.00	(\$51,476.78)	0.0%

Town of Duanesburg Town Board

RESOLUTION INTRODUCING LOCAL LAW No. 1 of 2019

RESOLUTION NO. 81 - 2019

June 13, 2019

WHEREAS, Local Law No. 1 (previously identified as Local Law No. 2) of 2019 was introduced to amend the official Town Zoning Map to show tax map parcel 67.05-2-4 (the "Property"), currently zoned Hamlet (H) to be zoned Manufacturing & Light Industrial (C-2) (the "Proposed Local Law"); and

WHEREAS, the Property owner, Duanesburg Nueagle, LLC, applied to the Town of Duanesburg Town Board to have the Property re-zoned; and

WHEREAS, the Town Board consented to the Town of Duanesburg Planning Board acting as lead agency for purposes of the SEQRA review, the Town of Duanesburg Planning Board established itself as lead agency after coordinating with all the involved agencies, and the Town of Duanesburg Planning Board issued a negative declaration of environmental significance pursuant to SEQRA; and

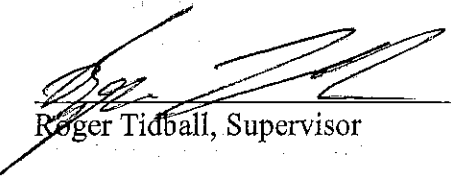
WHEREAS, the application for a zoning map amendment was duly submitted to Schenectady County Planning and Economic Development and the response to the referral pursuant to the General Municipal Law was deferral to local consideration (no significant county-wide or inter-community impact); and

WHEREAS, each member of the Town Board has received the Proposed Local Law attached hereto; and

WHEREAS, a duly noticed public hearing was held on the adoption of the local law on June 13, 2019, and all who had comments were heard by the Town Board; and

BE IT RESOLVED, that the Town Board hereby adopts local law no. 1 of 2019 attached hereto and directs that the Town Clerk duly file the local law in the Town Offices and with the NYS Secretary of State's Office.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 13, 2019.



Roger Tidball, Supervisor

Town Clerk

Present: *ALL*
Absent:

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Charles Leoni	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

TOWN OF DUANESBURG LOCAL LAW NO. 1 OF 2019

**A LOCAL LAW AMENDING THE ZONING MAP OF THE TOWN OF DUANESBURG
TO RE-ZONE TAX MAP PARCEL NO. 67.05-2-4 FROM HAMLET (H) TO
MANUFACTURING & LIGHT INDUSTRIAL (C-2)**

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 Zoning Map of the Town of Duanesburg to Re-zone Tax Map Parcel No. 67.05-2-4 from Hamlet (H) to Manufacturing & Light Industrial (C-2)."

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 Town of Duanesburg has received an application from the owner of tax map parcel #67.05-2-4 to re-zone the property from Hamlet (H) to Commercial & Light Industrial (C-2). The Town Board finds that this request for a zone change is consistent with the Comprehensive Plan and the character of the community along Duanesburg Road at this location.

Section 4. Zoning Map Amendment

The Town of Duanesburg Zoning Map is hereby amended to show the change of #67.05-2-4 from Hamlet (H) to Commercial & Light Industrial (C-2), as set forth on the attached map and attached property description.

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 Secretary of State in accordance with Municipal Home Rule Law § 27.

Property Description: #67.05-2-4

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situated, lying and being in the Town of Duaneburg, County of Schenectady and State of New York and in the Village of Duaneburg, bounded and described as follows: viz: commencing at the Northeast corner of the lands owned by Alice B. Turnbull, (now or formerly), at its intersection with the South line of the Great Western Turnpike, running from thence in an Easterly direction along the south line of the Great Western Turnpike a distance of about three hundred twenty (320) feet to the lands heretofore sold by Ralph A. McDougall and wife to Common School District Number Five; running from thence in a southerly direction along the West line of lands of Common School District Number Five, a distance of one hundred seventy-three (173) feet; running from thence in a Westerly direction and parallel with the course first above mentioned along the lands, now or formerly of Ralph A. McDougall and wife, a distance of three hundred twenty (320) feet more or less to the East line of said Alice B. Turnbull's land, now or formerly, running from thence in a northerly direction along the lands of said Alice B. Turnbull, now or formerly, one hundred seventy-three (173) feet to the point or place of beginning. Being a portion of the premises heretofore conveyed to Ralph A. McDougall and Kate O'Neil McDougall, his wife, by Catherine Schrade by deed dated april 12, 1909.

Excepting from the above described parcel, a parcel of land conveyed by Leroy J. Knowles and Marion Knowles, his wife, to John Wright and Jennie Wright his wife, by deed dated April 30, 1929 and recorded in the Schenectady County Clerk's Office on May 2, 1929 in Book 356 of Deeds at Page 350.

67.05-2-4



May 3, 2019

polygonLayer



Override 1



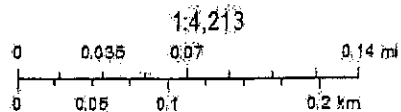
Park and Open Spaces

Parcels



Override 1

Parcels



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

No Author

This map and information is provided as is. We make no warranties or guarantees, expressed or implied. The user assumes all risks and responsibility for determining whether this map is suitable for purposes intended. The data is deemed reliable but not guaranteed.



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

TOWN OF DUANESBURG, NY TOWN BOARD MEETING

June 13, 2019

1. Sewer District #3

- Final project costs reviewed with the Town – draw down request submitted to NYSEFC
- Preparing application to move to long term financing to close project out

2. Sewer District #2

- Mariaville WWTP SPDES permit was modified in 2018 to require disinfection be added at the plant by 2023
- Town applied for and was awarded \$300k Water Quality Improvement Program (WQIP) grant from NYSDEC to go towards the \$400k project
- DEC forwarded documentation on the grant to Town to initiate the processing. Budget and workplan prepared, based on the initial application, and submitted to NYSDEC grants gateway website
- Town will need to decide on plan of finance for the project (local ban or potential for EFC). Will need to review options with Town Bond Counsel

3. Sewer District #1

- Long term improvements required by NYSDEC Consent Order to be implemented by 12/2021
 - Project includes equalization tank, screen for rags/wipes, upgraded disinfection and controls
 - Estimated project cost ~\$1.8 million
- Town applied for and was awarded a Water Infrastructure Improvement Act grant in amount of \$436k to go towards the project. Remaining project costs to be financed with a CWSRF loan through NYSEFC
- Revised Engineering Report submitted to NYSEFC to move forward with project financing
- DEC issued a request for information on the Delanson WWTP as part of a review of the SPDES permit, which is up for renewal next year.
 - Will require testing be conducted, and summary of the plant history along with drawings and forms be completed
 - Delaware Engineering revised proposal attached

4. Attachments

- Revised Proposal for RFI Response for Delanson

\\oneonta-server\Users\wbrown\My Documents\bill's\Duaneburg(T)\Board Mtng Agendas\2019\TBM Report 6-13-19.doc

Delaware Proposal for RFI Response for Delanson



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

June 13, 2019

Roger Tidball, Supervisor
May 23, 2019
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Sub: Revised Engineering Services Proposal
Delanson WWTP – NYS SPDES Permit #NY026127
Sewer Districts 1&2

Dear Supervisor Tidball:

Delaware Engineering, D.P.C. is pleased to provide this revised proposal to provide the following professional services for Town.

Our understanding is the Town owns and operates the Delanson Wastewater Treatment Plant (WWTP) located off of Cole Road. The plant services Town sewer districts #1 (Delanson) and #3 (Duanesburg). The Town recently received a request for information from NYSDEC regarding the facility. The request is in advance of a SPDES permit renewal anticipated in 2020 when the current permit runs out.

Delaware Engineering proposes to provide the following professional services to the Town to assist in response to NYSDEC's request for information.

SCOPE OF PROFESSIONAL SERVICES

In regards to Professional Services, Delaware Engineering agrees to provide the following professional services for the project.

Task 1 – RFI Response

Delaware Engineering will complete all work with our staff and there will be no subcontracts.

A response letter will be drafted and submitted to Town personnel for review. Upon concurrence the letter (with any needed revisions) will be submitted to NYSDEC. As requested in the RFI, a Municipal Application Form 2A will be prepared and attached. Additional requested information will include a summary

of existing sampling (DMR information to be provided to Delaware by Town Staff), a flow diagram, a storm water certification, and a mixing zone form. Finally additional sampling and testing of wastewater effluent and receiving stream water is required by the RFI. Delaware will assist Town staff in procuring applicable sample bottles from the Town's designated laboratory, taking the sampling, and returning the sample bottles to the lab for analysis. Lab costs are not included in this proposal. Upon receipt of results from the lab, they will be tabulated and included in the response letter to be submitted to NYSDEC.

SUMMARY OF COSTS

Delaware Engineering will complete the above listed professional services for a not-to-exceed cost of \$1,500.

Task 1 -- NYSDEC RFI Response	\$1,500
Total -- Professional Services:	\$1,500

COMPENSATION

Compensation shall be based upon the hours spent on each task by the various categories of personnel, plus subcontractors and direct expenses in accordance with the Rate Schedule in effect (for the year) at the time of the work. Compensation shall commence for services provided from the date of contract execution until completion of the work.

Total contract compensation shall not exceed **\$1,500** unless prior authorization is received from the Client.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 45 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

ADDITIONAL SERVICES

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

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

STANDARD CONTRACT TERMS AND CONDITIONS

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


ATTACHMENTS

- NYSDEC RFI
- 2019 Rate Schedule
- Standard Terms and Conditions

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

Respectfully Submitted,

DELAWARE ENGINEERING, D.P.C.



Dave Ohman, P.E.

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

Town of Duanesburg – (Client)

By: _____
(Signature) (Title)

(Print Name) Date

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

April 30, 2019

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

Subject: Request for Information - SPDES Permit # NY0261271
Due Date: July 26, 2019

Dear Permittee:

The Department is aware of a capital improvement project at your SPDES permitted facility. In accordance with the Department's Environmental Benefit Permit Strategy (EBPS), the Department will be conducting a comprehensive review of your SPDES permit to ensure that it complies with all applicable laws and regulations.

Please be aware that approval of the design documents cannot occur, and **construction cannot begin** before the review is complete and a final SPDES permit has been issued. Please consider responding as soon as possible, ahead of the deadline, to help expedite the review.

Please complete Municipal Application Form NY-2A (www.dec.ny.gov/permits/6287.html), as well as the information requested on the attached Additional Instructions form and submit as an electronic copy in PDF format (and Excel format for data files) to SPDESapp@dec.ny.gov. Do not submit a copy to the regional NYSDEC office.

Please note that you are responsible for maintaining a permit that adequately authorizes your discharge(s). Therefore, you should also provide us with any additional information concerning your discharge or planned improvements, such as:

- increase in discharge flow (expansion)
- changes to your treatment system (new or additional treatment processes)
- changes to your outfall configuration or location
- changes to your service area
- increase or change to the content of the waste being treated

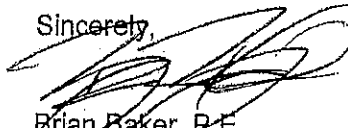
Please note that you are required by the terms of your permit and 6 NYCRR Part 750-1.19 to provide this information. Failure to provide accurate and timely information may prevent renewal of your permit in the future, may result in permit revocation and/or may result in the assessment of penalties.



Department of
Environmental
Conservation

If you have questions concerning this request, please contact Ms. Monica Moss, P.E. at monica.moss@dec.ny.gov or (518) 402-8104.

Sincerely,



Brian Baker, P.E.
Section Chief

cc: COPY VIA EMAIL ONLY
RWE, NYSDEC R4
BWP – Permit Coordinator
EFC – Rachel Kenyon

**State Pollutant Discharge Elimination System (SPDES)
Environmental Benefit Permit Strategy (EBPS)
ADDITIONAL INSTRUCTIONS**

In addition to completing Municipal Application Form NY-2A, please provide the information requested below:

1. **SUMMARY OF EXISTING REQUIRED SAMPLING** – Attach a tabularized summary, in Excel spreadsheet or compatible format, of all sampling required by the permit over the past 4.5 years. Include date of sample, parameter, sampling date, sampling location, EPA Method, concentration and/or mass reported, units, and flow rate for each outfall.
2. **FLOW DIAGRAM:** Include a unit flow diagram (or line diagram) clearly showing the flow of wastewater at your facility, including all major treatment units, outfalls and sampling locations.
3. **STORMWATER NO EXPOSURE CERTIFICATION:** Complete the attached NYSDEC No Exposure Certification form for Stormwater and return with your application materials.
4. **MIXING ZONE FORM:** Complete the attached mixing zone form and return with your application materials.
5. **SAMPLING:** Complete the following sampling for the indicated outfalls and receiving water. For effluent sampling, one composite sample (at the frequency currently in your permit) shall be collected except for parameters that require grab (pH, temperature, settleable solids, coliform).

Outfall(s)	Sampling Required ¹
X	Conventionals ¹
X	13 Priority Pollutant Metals ²
X	Volatiles (EPA Method 624)
X	Acid Compounds (EPA Method 625)
X	Base Neutral (EPA Method 625)
X	Mercury (EPA Method 1631) ²
X	Pesticides/PCB (EPA Method 608)
X	BOD ₅ , Dissolved Oxygen, Hardness (as CaCO ₃), Ammonia (as N), Total Kjeldahl Nitrogen (TKN, as N), Total Phosphorus, Total Dissolved Solids (TDS), Temperature, pH, and Priority Pollutant Metals. ²

1. Conventional parameters which shall be sampled include: BOD₅, COD, Dissolved Oxygen, TSS, TDS, Settleable Solids, Oil & Grease, Total Organic Nitrogen, Ammonia (as N), Nitrate (as N), Nitrite (as N), Total Kjeldahl Nitrogen (TKN, as N), Total Phosphorus, Flow Rate, Temperature, pH, Total Residual Chlorine (if applicable), Fecal Coliform, Total Coliform, E. coli, and Enterococci.
2. Mercury analysis shall be performed using EPA Method 1631. Other metals shall be analyzed using EPA Method 200.7. Analysis shall be for the "Total" form of metals.
3. The ambient receiving water sampling location shall be as close to the outfall(s) as is reasonable while also being outside of the direct influence of the discharge(s), i.e. upstream or, for ponded waters, outside the mixing zone. The selected location shall be indicated on the submitted application. Ambient samples shall be collected in accordance with applicable sampling protocols and be representative of the ambient conditions in the receiving water.

6. **SUMMARY & SAMPLING OF STORMWATER DISCHARGES (if applicable):** Submit a description of any stormwater outfalls that runoff from the site to surface water or to a separate storm sewer system, including latitude and longitude (degrees, minutes, seconds), receiving water, and classification of receiving water. Sampling of each stormwater outfall must be conducted for conventional parameters and any toxic parameters that are exposed to stormwater at the facility. A grab sample of stormwater must be collected during the first 30 minutes of discharge from a storm of at least 0.1 inches of accumulation which has been preceded by at least 72 hours of dry weather.
7. **DESCRIPTION OF PUMP STATION EMERGENCY OVERFLOWS (if applicable):** Submit a description of any emergency pump station outfalls, including existing CSOs, SSOs, and other known bypasses that discharge to surface water. Include a physical description of the overflow structure, latitude and longitude of the discharge point, receiving water, and classification of receiving water. Also include frequency (occurrences/month) and average duration of discharge (hours). Data from Sewage Pollutant Right-to-Know reporting may be included to satisfy portions of this requirement.



Department of Environmental Conservation

NO EXPOSURE CERTIFICATION

for Exclusion from SPDES Stormwater Permitting

The completed No Exposure Certification should be submitted along with the NY-2A application to SPDESapp@DEC.ny.gov.

I. Owner/Facility Information

Owner/Operator Name:

Mailing Address:

City/State/Zip:

Contact Name:

Phone No.:

Facility Name:

Street Address:

City/State/Zip:

County:

Latitude:

Longitude:

SIC Code:

Was the facility previously covered under a SPDES MSGP permit?

☐ Yes ☐ No

If Yes to either question, enter SPDES ID: NYR

Is there a No Exposure Certification currently on file with the Department?

☐ Yes ☐ No

If Facility was previously covered under the MSGP, the completion of this section will serve as a termination of your MSGP coverage.

II. Exposure Checklist

Are any of the following materials or activities exposed to precipitation, now or in the foreseeable future? (Please check either "Yes" or "No" in the appropriate box.) If you answer "Yes" to any of these questions (1) through (11), you are not eligible for the no exposure exclusion.

YES

NO

1 Using, storing or cleaning industrial machinery or equipment, and areas where residuals from using, storing or cleaning industrial machinery or equipment remain and are exposed to stormwater

2 Materials or residuals on the ground or in stormwater inlets from spills/leaks

3 Materials or products from past industrial activity

4 Material handling equipment (except adequately maintained vehicles)

5 Materials or products during loading/unloading or transporting activities

6 Materials or products stored outdoors (except final products intended for outside use [e.g., new cars] where exposure to stormwater does not result in the discharge of pollutants)

7 Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers

8 Materials or products handled/stored on roads or railways owned or maintained by the discharger

9 Waste material (except waste in covered, non-leaking containers [e.g., dumpster])

10 Application or disposal of process wastewater (unless otherwise permitted)

11 Particulate matter or visible deposits of residuals from roof stacks and/or vents not otherwise regulated (i.e., under an air quality control permit) and evident in the storm water outflow

III. Certification

I certify under penalty of law that I have read and understand the eligibility requirements for claiming a condition of "no exposure" and obtaining an exclusion from SPDES stormwater permitting. I certify under penalty of law that there are no discharges of storm water contaminated by exposure to industrial activities or materials from the industrial facility or site identified in this document (except as allowed under 40 CFR 122.26(g)(2)). I understand that I am obligated to submit a no exposure certification form once every five years to the NPDES permitting authority and, if requested, to the operator of the local municipal separate storm sewer system (MS4) into which the facility discharges (where applicable). I understand that I must allow the SPDES permitting authority, or MS4 operator where the discharge is into the local MS4, to perform inspections to confirm the condition of no exposure and to make such inspection reports publicly available upon request.

Printed Name:

Title/Position:

Signature:

Date:

Clear Form

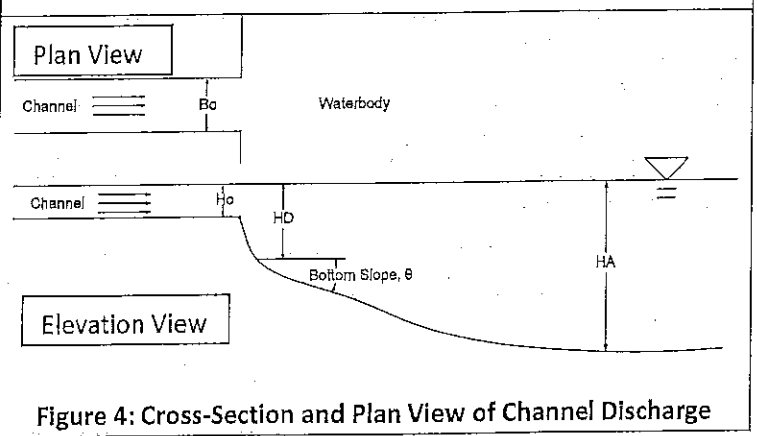
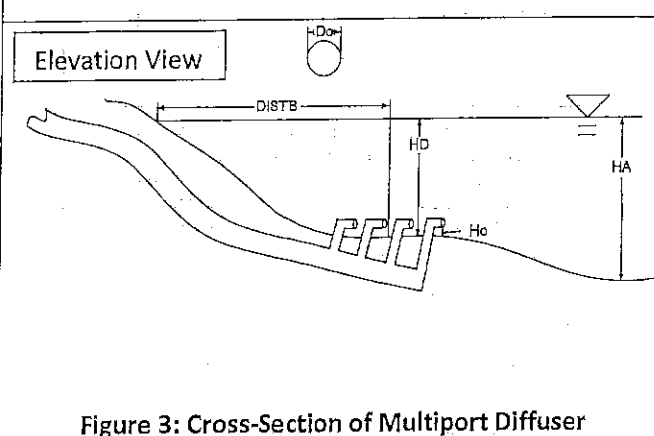
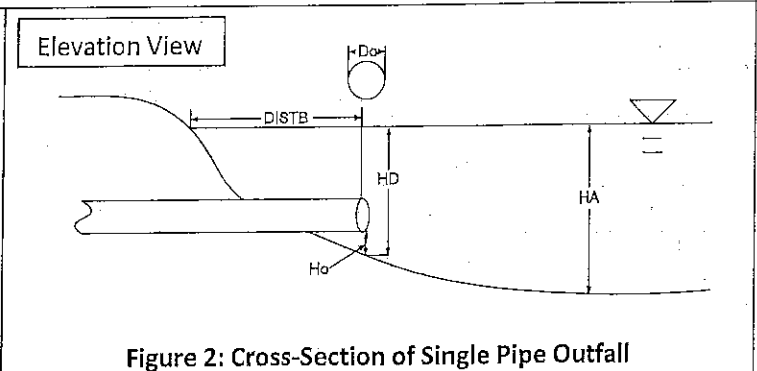
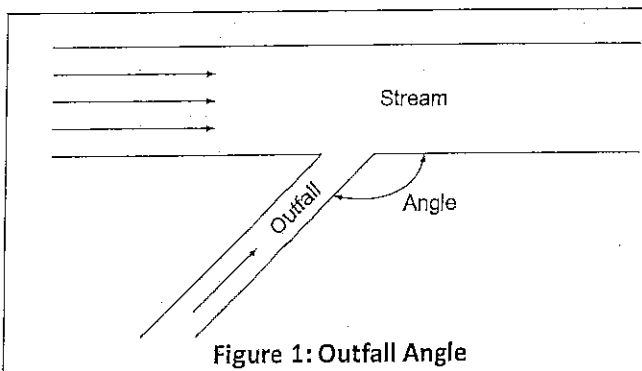
(1/11/18)

MIXING ZONE FORM

To be submitted with the NY-2A Application Form

Outfall # 001 Configuration

1.	Choose the diagram that best represents your outfall (Figure 2-4). Refer to that figure to complete numbers 2-9.		Figure:
2.	Discharge outfall height (center to bottom of waterbody)	= H_o	Ft:
3.	Average water depth (average depth across entire cross-section)	= H_A	Ft:
4.	Actual water depth at outfall (depth of water near the outfall)	= H_D	Ft:
5.	Distance to the bank from outfall	= $DISTB$	Ft:
6.	Outfall/Port diameter (for Figure 3, provide number and diameter of the discharge ports)	= D_o	Ft:
7.	Angle between outfall and waterbody (see Figure 1, below)		Degrees:
8.	Bottom slope (Figure 4 only)	= θ	Degrees:
9.	Channel width (Figure 4 only)	= B_o	Ft:
10.	Provide a cross-section diagram of the waterbody at the discharge site.		
11.	Provide plan and elevation (section) views of the outfall pipe/diffuser.		
12.	Provide a plan view of the outfall pipe and surrounding areas.		



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

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

Reimbursable Expenses:

- | | | | |
|-------------------------------------|------------------------------------------------|----------------|--------------|
| 1. Mileage | @ Federal Rate | | |
| 2. Travel Expenses (Lodging, Meals) | @ Federal Per Diem Rate | | |
| 3. Telecommunications | @ Cost | | |
| 4. FedEx, UPS, US Postal, Courier | @ Cost | | |
| 5. Subcontract Management | @ Cost plus 5% | | |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) | | |
| 7. In-house Printing: | | <i>B&W</i> | <i>Color</i> |
| | A size - 8½" x 11" | \$ 0.0375 | \$.375 |
| | B size - 11" x 17" | \$ 0.10 | \$ 1.00 |
| | D size - 24" x 36" | \$ 0.50 | \$ 5.00 |
| | E size - 36" x 48" | \$ 1.00 | \$ 10.00 |
| | other sizes | \$ 0.10/s.f. | \$ 2.50/s.f. |

DELAWARE ENGINEERING, D.P.C.

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

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

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

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

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

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

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

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

Join us to learn more about our Marcy to New Scotland Electric Transmission Upgrade Project

LS Power Grid New York will begin work designing and permitting electric transmission upgrades that will enhance grid reliability by rebuilding aging infrastructure and enabling clean power to flow more efficiently across the state.

PROJECT: The project includes two new substations and upgrades within approximately 100 miles of existing electric transmission corridors between the Edic Substation in Marcy, Oneida County and New Scotland, Albany County. For much of the length, the project will replace existing structures – some nearly 60 years old – with modern technology, greatly reducing footprints within the current right of way, while allowing more electricity to flow more efficiently.

JOIN US: We welcome your attendance at any of the following informational open houses, which are designed to share various aspects of the project. Each station will have experts ready to listen to your ideas and answer any questions you may have.

- Monday, June 17 4:30-7:30pm Montgomery County Annex Building, 20 Park St, Room 214, Fonda, NY 12068
- Tuesday, June 18 4:30-6:30pm North Utica Senior Citizens Community Center, 50 Riverside Dr, Utica, NY 13502
- Tuesday, June 18 7-9pm Herkimer College, 100 Reservoir Road, Robert McLaughlin College Center Room 282, Herkimer, NY 13350
- Thursday, June 20 5-7pm Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, NY 12056
- Thursday, June 20 7-9pm Guilderland Town Hall, 5209 Western Turnpike, Guilderland, NY 12084

In addition to inviting you to join us, we wanted to let you know that we've sent the enclosed invitation to neighbors of the existing transmission right of way.

If you are unable to attend and would like to schedule a separate discussion about the project, please reach out to me.

Thank You.

A handwritten signature in black ink that reads "Casey Carroll".

Casey Carroll
Director, Project Development
ccarroll@lspower.com