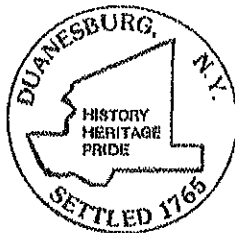


William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



Michael Santulli, Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

Friday June 29, 2023
Special Town Board Meeting
Meeting Time: 7:00 PM

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

Present: Supervisor Wenzel, Council Members Potter, Grant, Lucks and Santulli, Town Clerk Jen Howe

Absent:

Call to Order
Pledge of Allegiance
Prayer

Supervisor Wenzel stated that we have a letter from Pure Sky Energy dated June 22, 2023, that gives an update on the Oak Hill Solar Project (see attached).

Resolution 83-23: Council Member Lucks motioned, seconded by Council Member Santulli to approve the amended Memorandum of Agreement.
Motion carried, 5 ayes

Supervisor Wenzel gave a discussion on the reasoning for the wage increase and talked about the local wage studies done.

Resolution 84-23: Council Member Potter motioned, seconded by Council Member Lucks to appoint James Slurff as a mechanic.
Motion carried, 5 ayes

Resolution 85-23: Council Member Grant motioned, seconded by Council Member Potter to approve Professional Services Invoice No. 4 in the amount of \$54,101.97 to Brunswick Electric. Motion carried, 5 ayes

Resolution 86-23: Council Member Santulli motioned, seconded by Council Member Lucks to approve Professional Services Invoice No. 9 in the amount of \$40,408.22 to MCJ Construction. Motion carried, 5 ayes

Privilege of the Floor:

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

Council Member Lucks motioned, seconded by Council Member Grant to adjourn. 7:18 pm

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 29, 2023.



June 22, 2023

Town of Duanesburg
5853 Western Turnpike,
Duanesburg, New York 12056

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

Dear Supervisor Wenzel,

PureSky Development Inc. ("PureSky") (formerly branded as AMP Solar Development Inc.)¹ would like to provide an update regarding the Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC (collectively the "**Projects**") solar and battery energy storage projects being constructed in the Town of Duanesburg. As communicated with Town of Duanesburg (the "**Town**") representatives on approximately December 20, 2022, and in subsequent email updates in April and May 2022, site construction progress has slowed since a racking failure occurred during a December 17, 2022 snowstorm. The failure occurred before the racking system's snow safety features had been commissioned.

Since then, PureSky and its contractor have engaged third-party structural engineering experts to evaluate the cause of the failure and develop a remediation and go forward construction plan. Construction progress was slowed until the cause of the collapse could be confirmed by third-party experts and site and worker safety could be ensured. The project maintained a site manager during the slowdown phase, and the PureSky team has maintained communication with PrimeAE, the Town's third-party engineer.

The third-party engineering root cause analysis has recently sufficiently progressed to guide potential remediation measures. PureSky and its contractors and suppliers are using the expert findings to develop a remediation plan to ensure project safety while completing construction. In addition to the third-party experts hired by PureSky and its contractor, the collapse has also been subject to insurance examinations, which restricted the movement of damaged equipment. PureSky expects these insurance inspections to conclude in two to four weeks. At that time, the collapsed materials will be removed and properly managed, including disposal as applicable.

Limited construction activities will commence in late June or early July as the site will be mowed and prepared for the ramping up of construction activities. More extensive activities will likely begin in July as PureSky will commence post remediation activities to ensure the Project's structural integrity. However, there is a chance that this date could slip into August based on delayed supply chains and when equipment is delivered to

¹ The US operations of AMP Solar Group were sold to Fiera Infrastructure and Palisade Infrastructure Group on June 12, 2023. As the AMP brand is owned by the global AMP Solar Group, the US operations were rebranded as PureSky Energy. However, there are no changes to the project team. The Town will continue to collaborate with the same individuals. Additionally, the projects are still owned and will be operated by Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC, which are owned by PureSky. This corporate structure mirrors how the project companies were previously owned by AMP Solar Group. Please reference **Exhibit 1** for more information about PureSky Energy, Fiera Infrastructure, and Palisade Infrastructure Group.



the site. PureSky intends to commence post remediation activities as soon as feasible, as construction and operation of these projects remain a priority.

PureSky would also like to provide an update regarding the state of the battery energy storage system. While the battery **enclosures** were installed onsite in 2022, the stacks / electrochemical components have not been installed and no energy is held/stored in the enclosures. The stacks (the physical components that hold the energy) are currently located in a conditioned offsite facility. They are not kept at the project site, where they would be exposed to the summer heat and elements. The equipment currently installed on site is essentially empty shipping containers. The energy storage components cannot be installed within the enclosures until the site has grid electricity to power the HVAC, fire detection, and fire suppression systems examined by the Planning Board.

PureSky remains committed to meeting all project safety obligations prior to installing the battery energy storage system. National Grid will not provide the grid electricity until the solar components are complete. PureSky does not plan to energize the battery energy storage system this summer and will provide an update on the expected timing once the remediation plan is solidified.

Thank you for your time and consideration. Please feel free to reach out with any questions or concerns by calling me at 781-234-8743.

Sincerely,

William H Pedersen

William Pedersen
Authorized Signatory
Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC
By: PureSky Energy Inc.

Exhibit 1: PureSky Energy



Fiera Infrastructure & Palisade Infrastructure Group complete the acquisition of Amp US, a Leading Renewable Energy & Battery Storage Platform

June 12, 2023

TORONTO, Canada and NEW YORK, United States, June 12, 2023 – A consortium comprising funds managed by Fiera Infrastructure Inc. ("Fiera Infrastructure"), an affiliate of Fiera Capital Corporation (TSX: FSZ), and Palisade Infrastructure Group ("Palisade Infrastructure"), have completed the joint acquisition of 100% of the equity interests in Amp US Primary Holdings Inc. ("Amp US"), a US-based renewable energy generation and battery storage business from Amp Solar Group Inc. ("Amp Energy"), a Canadian-based global energy transition platform.

Amp US is a leading developer, owner and operator of US community solar and storage projects with headquarters in Denver, Colorado. Since entering the US market in 2016, the platform has rapidly expanded its scale and currently operates a portfolio with generation capacity of approximately 200 MW_{DC} across 39 operating or under-construction projects expected to be completed in the short term. The company's large pipeline of solar and storage projects across existing and new US markets, including a recently-acquired 22 MW_{DC} portfolio in New York, and experienced management team, has placed the platform in a primary position within the distributed generation market.

Amp US will now operate under the name PureSky Energy Inc. ("PureSky"). PureSky will remain deeply focused on decarbonization through the development and deployment of renewable energy projects. "Enabling equitable access to energy is core to our culture and goals. We are excited to continue to scale our platform in this new chapter with Fiera Infrastructure and Palisade Infrastructure as our partners," said Nicole LeBlanc, PureSky's acting President. "We are committed to developing and operating renewable projects across the country that have economic, ethical, and environmental benefits." Additional information about PureSky can be found at www.PureSkyEnergy.com.

"We are pleased to be finalizing our investment into PureSky. As a leading US community solar business, it is very well positioned to benefit from the ongoing energy transition in the US, and we look forward to supporting the management team to expand the platform's horizons beyond existing markets," said Mike Reynolds, Managing Director, Americas of Palisade Infrastructure.



Amp Energy has seen tremendous growth in all key global markets including the US over the past few years. In 2021, Carlyle became a key equity investor. "Amp has repeatedly demonstrated its ability to build attractive businesses through disruptive investment strategies at the forefront of the Energy Transition. We are proud to have supported the company to reach this milestone and look forward to expanding our partnership with Amp," said Ferris Hussein, Managing Director at Carlyle.

"I'm particularly proud of the strength and depth of the US team, which has grown as part of Amp Energy's global platform over the past 7 years. Palisade Infrastructure and Fiera Infrastructure are great partners, and we are excited to see Amp US continue its growth trajectory with its new owners. It was an exceptional joint effort to get this transaction finalized," said Dave Rogers, Founder and CEO of Amp Energy.

Fiera Infrastructure and Palisade Infrastructure will continue to support the company's long-term strategy to develop, own and operate its growing portfolio and bring the financial and economic benefits of solar generation and battery storage to local communities across the US, including low-to-moderate income households and housing authorities. Furthermore, the company's existing portfolio comprising operating and under-construction projects is expected to abate approximately 171,000 tonnes of CO₂ annually by 2024.

Macquarie Capital acted as financial advisor and DLA Piper LLP US acted as legal advisor to Fiera Infrastructure and Palisade Infrastructure on the transaction. KeyBanc Capital Markets acted as financial advisor and Milbank acted as legal advisor to Amp Energy on the transaction.

[About Fiera Infrastructure](#)

Fiera Infrastructure is a leading global mid-market direct infrastructure investor operating across all subsectors of the infrastructure asset class and an affiliate of Fiera Capital Corporation. Led by a team of highly experienced and specialized professionals, the firm leverages strong global relationships, with a local presence in Toronto, London, and New York. Fiera Infrastructure has assets under management and commitments of C\$4.0 billion as of March 31, 2023. Fiera Infrastructure has invested in more than 50 infrastructure assets across utilities, telecommunications, transportation, renewables, and PPPs.

[About Fiera Capital Corporation](#)

Fiera Capital Corporation (or "Fiera Capital" or "the Company") is a leading independent asset management firm with a growing global presence and approximately C\$164.7 billion in assets under management as of March 31, 2023. The Company delivers customized and multi-asset solutions across public and private market asset classes to institutional, financial intermediary and private wealth clients across North America, Europe



Headquartered in Montreal, Fiera Capital, with its affiliates in various jurisdictions, has offices in over a dozen cities around the world, including New York (U.S.), London (UK), and Hong Kong (SAR).

Each affiliated entity (each an "Affiliate") of Fiera Capital only provides investment advisory or investment management services or offers investment funds in the jurisdictions where the Affiliate and/or the relevant product is registered or authorized to provide services pursuant to an exemption from registration.

In the U.S., asset management services are provided by Fiera Capital's affiliates who are investment advisers that are registered with the U.S. Securities and Exchange Commission (SEC) or exempt from registration. Registration with the SEC does not imply a certain level of skill or training. For details on the particular registration of, or exemptions therefrom relied upon by, any Fiera Capital entity, please consult this [webpage](#).

Additional information about Fiera Capital Corporation, including the Company's annual information form, is available on SEDAR at www.sedar.com.

[About Palisade Infrastructure Group](#)

Palisade Infrastructure Group is a global independent, specialist infrastructure and real assets manager with a local presence in New York, Sydney and Melbourne. Our primary focus is generating outstanding risk-adjusted returns for our institutional and wholesale investors by investing in mid-market infrastructure and infrastructure adjacent assets in a sustainable manner.

Palisade Infrastructure's North American infrastructure capability leverages its extensive track record of successful investment in Australia & New Zealand and is focused on the energy transition, digitization and transport infrastructure sectors. It employs a partnership-focused approach with a long-term investment horizon.

Palisade Impact is part of the Palisade Infrastructure Group and is a specialist, impact investment manager that provides institutional and wholesale investors with access to investments targeting solutions to environmental and social challenges.

[About Amp Energy](#)

Amp Energy is a leading global energy transition platform, which develops renewables, battery storage, and hydrogen at scale, together with proprietary AI-enabled grid flexibility through its Amp X digital technology platform. Since its inception 14 years ago, Amp Energy has developed and built over 3 GW of assets globally, 4 GW either in late-stage development or construction, and over 20GW of a pipeline. Amp Energy is backed by major investments from institutional capital partners including global private equity firm Carlyle, who has



group of assets, providing flexibility, resilience and system stability at the lowest possible price.

Disclosure

This press release may contain "forward-looking statements" which reflect the current expectations of Fiera Capital, Palisade Infrastructure and/or their affiliates. These statements reflect current beliefs, expectations and assumptions with respect to future events and are based on information currently available. Although based upon what Fiera Capital, Palisade Infrastructure and their affiliates believe to be reasonable assumptions, there is no guarantee that actual results, performance, or achievements will be consistent with these forward-looking statements. There is no obligation for Fiera Capital, Palisade Infrastructure and/or their affiliates to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise.

The information presented is for informational purposes only and is not intended to be, and should not be construed as, an offer to sell, or the solicitation of an offer to buy, any investment product. The information presented in this document, in whole or in part, is not investment, tax, legal or other advice, nor does it consider the investment objectives or financial circumstances of any investor.

-30-

For further information please contact:

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info@fierainfrastructure.com

Palisade Infrastructure
Mike Reynolds
Managing Director, Americas
+ 1 914 886 7452
mike.reynolds@palisadeinfrastructure.com

Amp Energy
Communications
+ 1 905 271 7800
communications@amp.energy

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION 83-23

June 29, 2023

WHEREAS, the Town Board has reviewed the attached MOA which will, among other things, increase the payment made to Town Highway employees subject to the Collective Bargaining Agreement as set forth in the MOA;

WHEREAS, the Town Highway Superintendent has reviewed this MOA and recommends that the Town Board approve it to address recruitment and retention issues that have arisen this year;

WHEREAS, because these positions have been vacant for some months, the Town Board believes that the necessary increase in the rate of pay will not increase the expenses beyond what was budgeted for, however, the Town Board also recognizes that the Town was not able to recruit and retain qualified individuals for the Town Highway Department in the absence of taking this action;

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby approves the attached MOA.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at a special meeting on June 29, 2023.



William Wenzel, Town Supervisor



Jennifer Howe, Town Clerk

Present: ALL

Absent:

Council Members:

William Wenzel	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Dianne Grant	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into by and between the TOWN OF DUANESBURG ("Town") and AFSCME COUNCIL 66, SCHENECTADY COUNTY TOWN & VILLAGE EMPLOYEES UNION, LOCAL 1130A ("Union") (Town and Union collectively, "Parties"), effective June 29, 2023.

WHEREAS, the terms and conditions of employment for Local 1130A are governed by a labor relations agreement between the Town and the Union for the period January 1, 2021 through December 31, 2026 ("CBA"); and

WHEREAS, on June 2, 2023, the Union and Town discussed, via telephone, recruiting and retraining employees at the Highway, and

WHEREAS, the Parties have reviewed a pay analysis (Attachment 2) to determine compensation in order to recruit and retain employees at the Town Highway Department, and

WHEREAS, the Parties are desirous of adjusting Appendix A of the Collective Bargaining Agreement (CBA) to address compensation to recruit and retain employees at the Town Highway Department.

The parties therefore agree as follows:

1. See Attachment 1
2. This Agreement shall be effective immediately upon its execution and subject to approval by the Duanesburg Town Board.
3. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original, and together shall constitute one agreement.

TOWN OF DUANESBURG

AFSCME COUNCIL 66, SCHENECTADY COUNTY
TOWN & VILLAGE EMPLOYEES UNION, LOCAL
1130A

 6/29/2023
Bill Wenzel, Supervisor Dated

 6/29/2023
Alex Catello, LRS Dated

Attachment 1

APPENDIX A - WAGES

Employees hired prior to June 29, 2023 :

All MEOs currently on the rolls will receive a \$4/hr. increase to their current rate of pay. Additional increases will follow according to the chart below.

Employees hired on or after June 29, 2023 :

	6/29/2023	1/1/2024	1/1/2025	1/1/2026
Motor Equipment Operator*	\$22.22-\$25.45	3%	3%	3%
Mechanic (Detailed)**	+ \$2.30/hr	+ \$2.30/hr	+ \$2.30/hr	+ \$2.30/hr
Mechanic***	\$27.90	3%	3%	3%
Laborer****	\$18.44	\$18.99	\$19.56	\$20.15

Employees hired on or after June 29, 2023, shall be considered as probationary employees for the first 52 weeks of their employment. Probationary employees shall not be covered under article XIX (Discipline and Discharge) of the CBA, but shall receive all other rights and benefits of the CBA.

* Persons hired as MEO on or after date above must have a CDL and will be paid a starting rate of \$22.22 - \$24.37 per hour based on experience as follows:

- No experience - **\$22.22/hour**;
- 1 yr. experience - **\$23.29/hour**;
- 2 or more yrs. experience - **\$25.45/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 **and/or Laborers** detailed or temporarily assigned to Mechanic, will receive an additional **\$2.30/hour** to their current hourly wage.

*** Any newly hired full-time Mechanic will receive a **\$27.90/hour** starting rate of pay.

**** Any newly hired Laborers will be required to obtain a CDL-B or higher within 12 months of date of hire.

1. Laborers will be allowed to attend CDL Training without loss of leave or pay upon providing proof to Highway Superintendent of scheduled training classes.
2. Any Laborers failing to obtain CDL within 12 months of being hired, will have been deemed as voluntarily separating from the Town.*
3. Upon proof of obtaining CDL, Laborers will be promoted to MEO at the base rate of pay.

* 12 months may be extended if Laborer is unable to obtain CDL due to circumstances beyond their control (i.e.. Closures, acts of God, pandemic, etc.) at the discretion of the Highway Superintendent.

Attachment 2

Wage Survey for NY C66 - Duanesburg

Mechanic	Jurisdiction	Hourly Min	Hourly Max
General Equipment Mechanic	Niskayuna	\$ 29.59	\$ 31.64
Automotive Mechanic I	Bethlehem	\$ 26.04	\$ 31.47
Automotive Mechanic	Montgomery County	\$ 21.49	\$ 28.55
Mechanic	Duanesburg	\$ 25.36	\$ 27.71
Heavy Equipment Mechanic	Rotterdam	\$ 27.23	No max
Average of comparable employers		\$ 26.09	\$ 30.55

Motor Equipment Operator	Jurisdiction	Hourly Min	Hourly Max
Motor Equipment Operator - Heavy 1	Niskayuna	\$ 30.22	\$ 32.30
Motor Equipment Operator II	Montgomery County	\$ 22.46	\$ 29.83
Motor Equipment Operator	Duanesburg	\$ 20.47	\$ 22.36
Equipment Operator I/II	Bethlehem	\$ 23.45	
Motor Equipment Operator (Heavy)	Rotterdam	\$ 26.40	No max
Average of comparable employers		\$ 25.63	\$ 31.07

Source: All data comes from county websites, governmentjobs.com, and responses to public records requests.

Locations ordered by highest to lowest maximum wage. Averages exclude

Duanesburg.

Wage data that could not yet be confirmed is left blank.

Starting hourly wage for the Duanesburg Motor Equipment Operator is the 1 yr. experience rate to stay consistent with required qualifications for comparable jurisdictions.

TOWN OF DUANESBURG TOWN BOARD


RESOLUTION 84 - 23

June 29, 2023

WHEREAS, the Town Highway Superintendent has recommended that the Town Board hire James R. Slurff, as a mechanic for the Highway Department, a non-competitive class position at an hourly rate of \$27.90 as provided for in the Collective Bargaining Agreement, as amended by the MOA previously approved on this date;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the hiring of James R. Slurff, as a mechanic, a non-competitive class position at an hourly rate of \$27.90 as provided for in the Collective Bargaining Agreement, as amended by the MOA previously approved on this date.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at a special meeting on June 29, 2023.



William Wenzel, Town Supervisor



Jennifer Howe, Town Clerk

Present: ALL

Absent:

Council Members:

William Wenzel	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Dianne Grant	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. 85-2023

June 29, 2023

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

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

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

WHEREAS, Brunswick Electric has submitted an invoice, dated December 20, 2021, for Town Board review in the amount of **\$54,101.97** for services provided for the period ending December 15, 2022 (“Contractor Invoice No. 4”) which was reviewed and approved by William Brown of Delaware Engineering;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 4 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Brunswick Electric in the amount of **\$54,101.97**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 29, 2023.



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: ALL

Absent:

Town Board Members:

Dianne Grant	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

June 2, 2023

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

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

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

Dear Supervisor Wenzel:

We have reviewed the attached Payment Application No. 4 for Brunswick Electric, the contractor for the subject project, for the period ending December 15, 2022 in the amount of **\$54,101.97**. The balance to finish including retainage equals **\$0**

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
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\Electric\4\TD1-E-20 Pay App 4 CL.doc

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



Contractor's Application for Payment No.

4

To: Town of Duaneburg 5853 Western Turnpike Duaneburg, NY 12036 (Owner)	From (Contractor): Brunswick Electric, Inc., 290 Hoosick Street, Troy, NY 12180	Application Date: 12/15/2022
Project: Delanson WWTP Long term Improvements	Contract: Electric Work	Via (Engineer): Delaware Engineering, DPC, 55 South Main Street, Ontario, NY 13820
Owner's Contract No: TD1-E-20	Contractor's Project No: 21-608	CWSRF Project No: C4-5469-06-00

Application For Payment Change Order Summary

Number	Additions	Deductions
1	\$27,833.62	
TOTALS	\$27,833.62	
NET CHANGE BY CHANGE ORDERS	\$27,833.62	

1. ORIGINAL CONTRACT PRICE.....	\$	\$286,689.00
2. Net change by Change Orders.....	\$	\$27,833.62
3. Current Contract Price (Line 1 + 2).....	\$	\$314,522.62
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$314,522.62
5. RETAINAGE:		
a. 5% X \$314,522.62, Work Completed.....	\$	\$15,726.13
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$15,726.13
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$298,796.49
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$260,420.65
8. AMOUNT DUE THIS APPLICATION.....	\$	\$38,375.84
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$15,726.13

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances), and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

Contractor Signature: Richard Lavey

By: Richard Lavey, President Date: December 15, 2022

Payment of \$ 38,375.84

(Line 8 or other - attach explanation of the other amount)

is recommended by Bill B. 6/2/2023

(Engineer) (Date)

Payment of \$

(Line 8 or other - attach explanation of the other amount)

is approved by

(Owner) (Date)

Approved by

Funding or Financing Entity (if applicable) (Date)

Contractor's Application

EJCDC® C-629 Contractor's Application for Payment
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Page 1 of 1

Contractor's Application

EJCDC C-626 Contractor's Application for Payment
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 Page 1 of 1

Project:		Dunsmuir WWTP Long Term Improvements																															
Project No.:		TD1-E-20 Electric General																															
Contractor:		Brunswick Electric																															
Pay Req. #:		4																															
Period Covered:		12/15/2021 to 12/15/2022																															
Location:		Town of Dunsmuir																															
A		B		C			D		E	F		G	H		I																		
a		b		c	d	e	f=c x e	g	h	i=g x h	j	k	l	m=k x l	n	o	p	q															
Bid Item Number	Work Item Number	Description of Work			Change Order or Bid Quantity	Unit	Bid Unit Price	Scheduled Value	Quantity Previous	Quantity This Period	Quantity To Date	Materials Stored And Work Completed Previous	Work Completed This Period	Materials Stored (Not in D or E) This Period	Total Completed & Stored To Date	Percent Complete (B/C)	Balance To Finish (C - G)	Retainage Percent	Retainage Value														
1	1.01	Mat/Demob. bonds, insurances, etc.			1	Lump Sum	\$	4,000.00	\$	4,000.00	1.00	0.00	1.00	\$	4,000.00	\$	-	-	\$	4,000.00	100%	\$	-	0	\$	-							
2	2.01	Equalization Building			1	Lump Sum	\$	35,500.00	\$	35,500.00	0.96	0.04	1.00	\$	33,936.00	\$	1,562.00	\$	-	\$	35,500.00	100%	\$	-	0	\$	-						
3	3.01	Blower Building			1	Lump Sum	\$	15,400.00	\$	15,400.00	0.97	0.03	1.00	\$	15,000.00	\$	400.00	\$	-	\$	15,400.00	100%	\$	-	0	\$	-						
4	4.01	Filter Building			1	Lump Sum	\$	8,300.00	\$	8,300.00	0.69	0.31	1.00	\$	5,700.00	\$	2,600.00	\$	-	\$	8,300.00	100%	\$	-	0	\$	-						
5	5.01	SCADA			1	Lump Sum	\$	223,469.00	\$	223,469.00	0.96	0.04	1.00	\$	215,469.00	\$	8,000.00	\$	-	\$	223,469.00	100%	\$	-	0	\$	-						
		SUBTOTAL-GENERAL BASE BID WORK																															
CHANGE ORDER WORK																																	
1		Additional Work			1	Lump Sum	\$	27,833.62	\$	27,833.62	0.00	1.00	1.00	\$	-	\$	27,833.62	\$	-	\$	27,833.62	100%	\$	-	0	\$	-						
		SUBTOTAL- CHANGE ORDER WORK																															
FINAL CONTRACT TOTALS INCLUDING CHANGE ORDER WORK																																	
		SUMMARY (Page 1 of AIA Form)																															
1		ORIGINAL CONTRACT SUM				\$	286,689.00																										
2		Net Change By Change Order				\$	27,833.62																										
3	=Line 1 + 2	CONTRACT SUM TO DATE				\$	314,522.62																										
4		TOTAL COMPLETED & STORED TO DATE (Sum of Column G)				\$	314,522.62																										
5		RETAINAGE (Sum of Column I)				\$	-																										
6	=Line 4 - 5	TOTAL EARNED LESS RETAINAGE				\$	314,522.62																										
7		LESS PREVIOUS PAYMENTS				\$	260,420.65																										
8	=Line 6 - 7	CURRENT PAYMENT DUE				\$	54,101.97	*****																									
9	=Line 3 - 6	BALANCE TO FINISH INCLUDING RETAINAGE				\$	-																										

Town of Duanesburg Town Board

RESOLUTION NO. 86-2023

June 29, 2023

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 for Town Board review in the amount of \$40,408.22 for services provided for the period ending May 15, 2023 (“Contractor Invoice No. 9”).

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 9 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 \$40,408.22.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its special Town Board meeting of June 29, 2023.



William Wenzel, Supervisor



Present: ALL

Absent:

Town Board Members:

Dianne Grant	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

June 2, 2023

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

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

Sub: Contract TD1-G-20
Payment Request #9

Dear Supervisor Wenzel:

We have reviewed the attached Payment Application No. 9 for MCJ Construction, the contractor for the subject project, for the period ending May 15, 2023 in the amount of **\$40,408.22**. The balance to finish including retainage equals **\$0.00**

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\#9\TD1-G-20 Pay App 9 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 01)

TO OWNER:	Town of Danesburg	PROJECT:	Delaware WWTP Long Term Improvements	APPLICATION NO:	9	Distribution to:
FROM CONTRACTOR:	MCJ Construction LLC, 777 Bunker Hill Road, Mayfield, NY 12117	ARCHITECT:	Delaware Engineering 55 South Main Street Oneonta, NY 13820	PERIOD TO:	02/29/23	<input type="checkbox"/> OWNER
						<input type="checkbox"/> ARCHITECT
						<input type="checkbox"/> CONTRACTOR
						<input type="checkbox"/>
CONTRACT FOR:				PROJECT NO:		<input type="checkbox"/>
				CONTRACT DATE:	1/28/21	<input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

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

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

- | | | |
|---------------------------------------------------------------------------|----|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 999,000.00 |
| 2. Net change by Change Orders | \$ | 97,673.03 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 1,096,673.03 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 1,096,673.03 |
| 5. RETAINAGE: | | |
| a. 1.85 % of Completed Work (Column D + E on G703) | \$ | 20,000.00 |
| b. 1.85 % of Stored Material (Column F on G703) | \$ | 0.00 |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 20,000.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 1,076,673.03 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 1,056,264.81 |
| 8. CURRENT PAYMENT DUE | \$ | 40,408.22 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 0.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$77,896.62	\$631.81
Total approved this 14XX May 3, 2022	\$20,408.22	
TOTALS	98,304.84	631.81
NET CHANGES by Change Order	97,673.03	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1512 CONTRACT - AIA - 51002

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: Devin Staben Date: 2/14/23
 State of New York County of Fulton 2023
 Subscribed and sworn to before me this 14th day of February 2023
 Notary Public: Brittany M. Millington
 My Commission expires 9/30/23

BRITTANY M. MILLINGTON
 Notary Public, State of New York
 No. 01MI6398597
 Qualified in Fulton County
 Commission Expires Sept. 30, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 40,408.22

(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.)
 ARCHITECT:

By: Bill H. Date: 6/2/2023

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

THE ARCHITECT'S SIGNATURE OF ARCHITECT: 1720 NEW YORK AVE., 10TH FLOOR, WASHINGTON, DC 20006-0006

CONTINUATION SHEET

AIA DOCUMENT G703

Page of

2

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO. 9
APPLICATION DATE 02/09/23
PERIOD TO: 02/09/23
ARCHITECT'S PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		E MATERIALS PRESENT AND STORED TO DATE (NOT IN STORE)	F TOTAL COMPLETED (D + E)	G % (F ÷ C)	H BALANCE TO FINISH (C - F)	I RETAINAGE %
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization/Demobilization	\$45,000.00	\$45,000.00	\$0.00		\$45,000.00	100%	\$0.00	\$2,250.00
2	New EQ Tank and Building	\$300,000.00	\$300,000.00	\$0.00		\$300,000.00	100%	\$0.00	\$15,000.00
3	New Mechanical Fine Screen	\$190,000.00	\$190,000.00	\$0.00		\$190,000.00	100%	\$0.00	\$9,500.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$150,000.00	\$0.00		\$150,000.00	100%	\$0.00	\$7,500.00
5	Site Work and Yard Piping	\$65,000.00	\$65,000.00	\$0.00		\$65,000.00	100%	\$0.00	\$3,250.00
6	SDR Tank Grafting and Railing	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100%	\$0.00	\$1,500.00
7	NPW System in Filtration Building	\$67,000.00	\$67,000.00	\$0.00		\$67,000.00	100%	\$0.00	\$3,350.00
8	New UV System	\$130,000.00	\$130,000.00	\$0.00		\$130,000.00	100%	\$0.00	\$6,500.00
9	Modify Chemical Feed Skid	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$100.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$19,368.19	\$0.00		\$19,368.19	100%	\$0.00	\$968.41
11	Alternate 1 - Rock Excavation (0-100CY)	\$56,000.00	\$56,000.00	\$0.00		\$56,000.00	100%	\$0.00	\$2,800.00
12	Alternate 2 - Rock Excavation (101-500CY)	\$0.00	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
13	CO #2 - 11/9/2021 - Site Upgrades and Valves	\$21,896.62	\$21,896.62	\$0.00		\$21,896.62	100%	\$0.00	\$1,094.83
14	CO#3 - 5/3/2022 - Controller, Blower, B-Overflow, Chain railing	\$20,408.22	\$0.00	\$20,408.22		\$20,408.22	100%	\$0.00	\$1,020.41
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
17			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
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
GRAND TOTALS		\$1,097,304.81	\$1,076,264.81	\$20,408.22	\$0.00	\$1,096,673.03	99.9%	\$0.00	\$54,833.65

OMB No. 1235-0008
Expires 2/28/18

Name of Contractor		(For Contractor's Optional Use: See Instructions, Form WH-347 / Inst.)		Address		Expires 2/28/18													
MCJ Construction LLC				777 Banker Hill Road Mayfield, NY 12117															
FEIN 14-1836610		For Week Ending 11/06/22		Project and Location				Project or Contract Number											
				Town of Duaneburg Delanson WWTP Long Term Improvements 1376 Cole Road, Delanson NY 12053				2020009005											
NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	NO. OF WHOLDING EXMPTNS	WORK CLASSIFICATION	PD LS OR OT	DAY AND DATE								TOTAL HOURS	Prev Wage RATE OF PAY	GROSS AMOUNT EARNED	Deductions				NET WAGES PAID FOR WEEK
				M T W T F S S											FICA	W/H Tax	PFL SDI 401k/Other	Total Deductions	
				10/31	11/1	11/2	11/3	11/4	11/5	11/6									
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020		Labor	OT								0	\$81.31	\$ -	\$ -	s	\$ -	\$ -		\$ -
			ST								0	\$82.28	\$ -		f	\$ -	\$ -	\$0.00	
Garber, Christian J 13 Tamarack Trl Saratoga Springs, NY 12866	S-0	Labor	OT								0	\$81.31	\$ -	\$ -	s	\$ -	\$ -		\$ -
			ST								0	\$82.28	\$ -		f	\$ -	\$ -	\$0.00	
Kimball, Kyle L. 373 Vandenburg Point Rd Gloversville, NY 12078	S-0	Labor	OT								0	\$81.31	\$ -	\$ -	s	\$ -	\$ -		\$ -
			ST								0	\$82.28	\$ -		f	\$ -	\$ -	\$0.00	
Owens, Jonathon 229 Midline Road Amsterdam, NY 12010	M-0	Labor	OT								0	\$90.81	\$ -	\$ 71.79	s	\$ 53.34	\$ 0.23		\$ 656.90
			ST			1	8	6.5			15.5	\$80.64	\$ 936.37		f	\$ 158.11	\$ -	\$281.47	
Putman, Ryan D. 112 Little Rock Lane Brookfield, NY 12025	S-0	Foreman	OT								0	\$81.81	\$ -	\$ 69.41	s	\$ 44.03	\$ 0.23		\$ 576.06
			ST			1	8	6.5			15.5	\$58.54	\$ 907.37		f	\$ 128.89	\$ 90.74	\$331.31	
Bargatta, Jeffrey E. 29 S. Shore Rd Northville, NY 12134	S-0	Manager	OT								0		\$ -	\$ -	s	\$ -	\$ -		\$ -
			ST								0	\$66.00	\$ -		f	\$ -	\$ -	\$0.00	
			OT								0		\$ -	\$ -	s	\$ -	\$ -		\$ -
			ST								0		\$ -		f	\$ -	\$ -	\$0.00	
			OT								0		\$ -	\$ -	s	\$ -	\$ -		\$ -
			BT								0		\$ -		f	\$ -	\$ -	\$0.00	

Date 11/6/22

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

(Contractor or Subcontractor)

on the

Town of Duanesburg Delanson WWTP LT Impr; that during the payroll period commencing on the
(Building or Work)

31st day of October, 2022, and ending the 6th day of November, 2022

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

(Contractor or Subcontractor)

from the full

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. 987; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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



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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Leslie Garber/Member

SIGNATURE

Leslie Garber

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3720 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

Payroll
(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

OMB No. 1235-0008
Expires 2/28/18

Name of Contractor		Address	
MCJ Construction LLC		777 Bunker Hill Road Mayfield, NY 12117	
FEIN	14-1836610	For Week Ending	11/13/22
Project and Location		Project or Contract Number	
Town of Duaneburg Delanson WWTP Long Term Improvements 1378 Cole Road, Delanson NY 12053		2620009005	

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	NO. OF W/HOLDING EXMPTNS	WORK CLASSIFICATION	PD to US DOC	DAY AND DATE								TOTAL HOURS	Prev Wage RATE OF PAY	GROSS AMOUNT EARNED	Deductions				NET WAGES PAID FOR WEEK
											FICA				WHI Tax	PFL SDI 401k/Other	Total Deductions		
				11/7	11/8	11/9	11/10	11/11	11/12	11/13									
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020		Labor	OT								0	\$81.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				ST							0	\$62.28	\$ -		\$ -	\$ -	\$0.00	\$ -	
Garber, Christian J 13 Tamarack Trl Saratoga Springs, NY 12866	S-0	Labor	OT								0	\$81.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				ST							0	\$62.28	\$ -		\$ -	\$ -	\$0.00	\$ -	
Kimball, Kyle L. 373 Vandenburg Point Rd Gloversville, NY 12078	S-0	Labor	OT								0	\$81.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				ST							0	\$62.28	\$ -		\$ -	\$ -	\$0.00	\$ -	
Owens, Jonathon 229 Midline Road Amsterdam, NY 12010	M-0	Labor	OT								0	\$80.81	\$ -	\$ 37.05	\$ 23.81	\$ 0.22		\$ 367.26	
				ST				B			8	\$80.54	\$ 484.32		\$ 55.98	\$ -	\$117.08	\$ -	
Fulman, Ryan D. 112 Little Rock Lane Broadalbin, NY 12025	S-0	Foreman	OT								0	\$81.81	\$ -	\$ -	\$ -	\$ -		\$ -	
				ST							0	\$58.54	\$ -		\$ -	\$ -	\$0.00	\$ -	
Sargatis, Jeffrey E. 29 S. Shore Rd Northville, NY 12134	S-0	Manager	OT								0	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
				ST							0	\$65.00	\$ -		\$ -	\$ -	\$0.00	\$ -	
			OT								0	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
				ST							0	\$ -	\$ -		\$ -	\$ -	\$0.00	\$ -	
			OT								0	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
				ST							0	\$ -	\$ -		\$ -	\$ -	\$0.00	\$ -	

Date 11/13/22

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

(Contractor or Subcontractor)

on the
Town of Duaneburg Delanson WWTP LT Impr; that during the payroll period commencing on the
(Building or Work)

7th day of November, 2022, and ending the 13th day of November, 2022

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 or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 957; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Leslie Garber/Member

SIGNATURE

Leslie Garber

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

Payroll
(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

OMB No. 1235-0008
Expires 2/28/18

Name of Contractor		Address																		
MCJ Construction LLC		777 Dunker Hill Road Mayfield, NY 12117																		
FEIN	14-1835610	For Week Ending	05/07/23																	
Project and Location		Project or Contract Number																		
Towns of Duanesburg Delanson VVWTF Long Term Improvements 1376 Cole Road, Delanson NY 12053		202102																		
NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	NO. OF W/HOLDING EXEMPTIONS	WORK CLASSIFICATION	P O S I T I O N	DAY AND DATE							TOTAL HOURS	Prev Wage RATE OF PAY	GROSS AMOUNT EARNED	Deductions				NET WAGES PAID FOR WEEK		
				M	T	W	T	F	S	S				FICA	WH Tax	PFL SDI 401k/Other	Total Deductions			
				5/1	5/2	5/3	5/4	5/5	5/6	5/7										
Garber, Michael 17 Milton Heights Blvd Batston Spa, NY 12020		Labor	OT								0	\$81.31	\$ -	\$ -	s	\$ -	\$ -	\$ -	\$ -	\$ -
			ST								0	\$82.28	\$ -		f	\$ -	\$ -	\$0.00		
Garber, Christian J 13 Tamarack Trl Saratoga Springs, NY 12856	S-0	Labor	OT								0	\$81.31	\$ -	\$ -	s	\$ -	\$ -	\$ -	\$ -	
			ST								0	\$82.28	\$ -		f	\$ -	\$ -	\$0.00	\$ -	
Johnson, Avery 373 Vandenburg Point Rd Gloversville, NY 12076	S-0	Labor	OT								0	\$40.91	\$ -	\$ -	s	\$ -	\$ -	\$ -	\$ -	
			FR								0	\$27.05	\$ -						\$ -	
			ST								0	\$27.27	\$ -		f	\$ -	\$ -	\$0.00	\$ -	
Owens, Jonathan 223 Midline Road Amsterdam, NY 12010	M-0	Labor	OT								0	\$52.20	\$ -	\$ 24.02	s	\$ 13.02	\$ 0.18			
			FR	5							5	\$25.99	\$ 129.95						\$ 251.91	
			ST	5							5	\$36.80	\$ 184.00		f	\$ 24.82	\$ -	\$62.04		
Pulman, Ryan D. 112 Little Rock Lane Brookhaven, NY 12026	S-0	Foreman	OT								0	\$59.20	\$ -	\$ 23.25	s	\$ 8.18	\$ 0.38			
			FR	5							5	\$19.99	\$ 99.95						\$ 231.05	
			ST	5							5	\$40.80	\$ 204.00		f	\$ 10.71	\$ 30.39	\$72.90		
Sargalls, Jeffrey E. 29 S. Shore Rd Northville, NY 12134	S-0	Manager	OT								0		\$ -	\$ -	s	\$ -	\$ -	\$ -	\$ -	
			ST								0	\$65.00	\$ -		f	\$ -	\$ -	\$0.00	\$ -	
Hellonbeck, Abram 130 Yales Road Mayfield, NY 12117	S-0	Labor	OT								0		\$ -	\$ 24.02	s	\$ 20.40	\$ 0.38			
			FR	5							5	\$25.99	\$ 129.95						\$ 254.10	
			ST	5							5	\$36.80	\$ 184.00		f	\$ 16.08	\$ -	\$59.86		
			OT								0		\$ -	\$ -	s	\$ -	\$ -	\$ -	\$ -	
			ST								0		\$ -		f	\$ -	\$ -	\$0.00	\$ -	

Date 5/7/23

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

(Contractor or Subcontractor)

on the
Town of Duaneburg Delanson WWTP LT Impr; that during the payroll period commencing on the

(Building or Work)

1st day of May, 2023, and ending the 7th day of May, 2023

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

(Contractor or Subcontractor)

from the full

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. 867; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Ryan Putnam: 401K contribution \$6 per hour

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Leslie Garber/Member

SIGNATURE

Leslie Garber

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3720 OF TITLE 31 OF THE UNITED STATES CODE.

Project:		Delaware WWTP Long Term Improvements																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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PO Box 160
Quaker Street, NY 12141

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

Transmitted via email: jhowe@duanesburg.net

June 29, 2023

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

Dear Supervisor Wenzel,

Thank you for including a correspondence section to tonights agenda.
To date, the Town Board Agendas have not included a section for correspondence.
Why is the June 22, 2023 correspondence from PureSky Energy Inc. being read into the record?

What is the extent of the damage at Oak Hill Solar 2, LLC?
How many panels have been on the ground since December 2022?
How many of these panels are broken?
Are any other structures or equipment damaged?
Where and how is the damaged equipment and panels being disposed of?

PureSky's letter refers to a racking failure due to snow load.
How has this cause been confirmed?
Has the town designated engineer performed a site visit and inspection of the failure?
Have other projects using the same racking system had failure due to snow load?

Is there evidence that the project failure may be due to the posts using drilled holes instead of
pounded posts as approved March 17, 2022?

What insurance was in effect at the time of the failure?
Do the projects have construction bonds on file with the town?

Who is PureSky's third party engineer?
Has PureSky provided the town with the third party report?

PureSky informs the town that they will conduct mowing at the project sites.
Has the town informed PureSky that the 2017 Solar Facilities Law and the 2023 Solar Facilities
Law require a 25' undisturbed vegetative buffer surrounding the array? The projects clear cut to

the north, east and west property lines. Any screening of the project is provided by trees on the neighboring parcels. Any mowing at the project sites should preserve a 25' undisturbed buffer as required by town law.

PureSky informs the town that batteries are not on site.

What is the back up source for the HVAC cooling/heating the battery container buildings?

What is the fuel source?

Are there any restrictions to using fuels on the project site?

Where are batteries being stored? The project documents show that the battery provider is Powin, located in Oregon. Is the battery warranty reaching expiration and how may this impact safety concerns for the project.

I understand that you may not be able to answer this evening. I respectfully request that the Supervisor provide answers in writing before the next board meeting.

Thank you for your time and consideration.

Respectfully,

Lynne Bruning

720-272-0956

lynnebruning@gmail.com