

**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 November 8, 2018**  
**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, Town Attorney  
Teresa Bakner, Town Clerk Jennifer Howe

**Absent:**

**Pledge of Allegiance**

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

**Swearing in of Council Member Leoni**

**Public Comments on Agenda:** Opened by Supervisor Tidball for public comments on agenda items listed in the Business Meeting section of the Agenda. Comments limited to 2 minutes per person.

Bill Park of Maranatha Way asked why we are approving a local law tonight to override the tax cap for 2019. Supervisor Tidball answered will because of the creation of Sewer District #3.

Floor closed.

**Resolution 168-18:** Council Member Potter motioned, seconded by Council Member Ganther to approve the Town Board Meeting minutes of Thursday, October 25, 2018.

Motion carried, 4 ayes Council Member Leoni abstained

**Town Clerk, Jennifer Howe, read the Town Clerk's Report for October 2018 (see attached).**

**Supervisor Tidball read the Town Supervisor's Report for September 2018 ( see attached).**

**Resolution 169-18:** Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 4 ayes Council Member Leoni abstained

## **Vouchers to be Paid November 8, 2018**

<b>General Fund: #368-384</b>	<b>\$24,349.15</b>
<b>SD#1: #114-118</b>	<b>\$4,539.62</b>
<b>SD#2: #119-124</b>	<b>\$3,086.89</b>
<b>SD#3: #19-20</b>	<b>\$356.36</b>
<b>Highway: #176-184</b>	<b>\$8,218.41</b>
<b>Total Vouchers to be Paid=</b>	<hr/> <b>\$40,550.43</b>

### **Committee Reports**

Supervisor Tidball stated that going to be restructuring the committees going forward now that we have Council Member Leoni back on board. Committees will be as follows: Council Member Leoni will be taking back over Public Safety and Parks, Council Member Senecal will be on the Highway, Council Member Potter will be on Highway and Sewer and Council Member Ganther will be on Highway, Sewer and IT.

**Highway:** Highway Superintendent Reed reported that until today he thought we were in good shape. There is another cross culvert that collapsed this one under Alexander Rd. and is just about over flowing now. We will work on getting it drained tomorrow and get a plan together to have it repaired. The rest of the roads are in good shape. The equipment is prepped for when it might snow.

**Public Safety:** Council Member Senecal reported that we received some feedback from the Lea Drive issue; we have been told that the issue has been resolved. They want to make everyone aware that when calling 911 from your cell phone, please if at all possible indicate what county you live in and spell out the name of your road. There will be a fire captain's meeting next Wednesday at Pine Grove.

**Parks:** Council Member Senecal reported that there was not a meeting due to illnesses amongst park committee members. He did however update on the permanent tree stand being installed at the point. The hole should be put in soon; Mark Lawrence has volunteered to drill the hole for us and then we should be able to install the hardware.

**Sewer District #1, 2 & 3:** Council Member Ganther reported that we are having some issues in SD#3 with leaks. Dale updated John that they dug up six locations and they all had leaks. There were enough failures in their samples that they have decided to dig up the rest and check them over. Letters went out to the residents to notify them of the upcoming work. We received a letter from the EPA regarding violations back in May & June regarding BOD's; it turns out that the violations were not our fault and was a mistake at the lab. Jamie is aware of the situation and is helping us to put together a response letter to send to EPA. There should be no issue at all once we provide them with the evidence of what happened. There are some issues with one of the sewer trucks; the repairs are worthwhile even though it will cost approximately \$2,000 since the truck does have a new engine in it.

Bill Brown updated that Vacri is moving equipment this week and will have two crews on site next week. There are 20 on route 7 and three here in the hamlet. Paperwork was submitted to EFC and DASNY for financing. The transducer at the pump station for SD#3 was replaced and we upgraded the conduit there so it is more accessible. The sampling was done today for SD#2 and dropped off at the lab; it takes about two weeks for the results to come back. The initial application that the board approved at the last meeting was submitted that Friday. The funding application for the disinfection went in this summer and we should be hearing back between Thanksgiving and Christmas. The funding application for the long term improvements at SD#1 we should be hearing back from that in the next month or so.

**Technology:** Council Member Ganther reported that there was an issue on Friday where Omnis was suppose to so an important task for us and forgot. We will be looking into other options.

**Broadband Committee:** There was a meeting last night to discuss what else can be done to promote getting broadband in our town. The PSC has a regulation that states that if there are 35 homes or more per mile the cable company has to go ahead and wire your home. Our agreement states 20 which is remarkably lower. We question why the governor with the PSC doesn't lower that number which would force these companies to wire these folks. We need to get together with our legislators & congressmen to get their backing. We also need to contact Congressmen Tonko and follow-up with him on working to change the census block funding which he is already aware of. We need to follow-up with our Albany Legislators to setup taxing districts to extend broadband similar to a lighting district. We are trying to iron out an agreement w/ spectrum and the Town to help with trenching to gets these projects going. The next broadband committee meeting is January 9, 2019 @ 6:30 here at Town Hall and we encourage everyone to come down.

Supervisor Tidball reported that there was a Franchise Agreement meeting with Spectrum last week. Residents came and spoke on the need for broadband in our area. We understand that it cost money and Spectrum is a business, but we are hoping that our government can step up and help us to get covered. Verizon has also reached out and there will be future talks with them to try and get other areas wired. You can go to the link on our website, type in your address and see if you are in talks to get wired.

#### **Business Meeting:**

**Resolution 170-18:** Council Member Potter motioned, seconded by Council Member Ganther to adopt Local Law #7 of 2018 entitled "Tax Cap Override for FY 2019".

Motion carried, 4 ayes Council Member Leoni abstained

**Resolution 171-18:** Council Member Ganther motioned, seconded by Council Member Potter to adopt the preliminary budget as the final budget for the Town of Duanesburg for 2019.

Motion carried, 4 ayes Council Member Leoni abstained

**Resolution 172-18:** Council Member Senecal motioned, seconded by Council Member Ganther to authorize the Town Supervisor to execute any necessary documentation to cancel the User agreement by the town of Duanesburg and Richard Duse.

Motion carried, 4 ayes Council Member Leoni abstained

**Resolution 173-18:** Council Member Leoni motioned, seconded by Council Member Ganther to approve the Town of Duanesburg Anti-Discrimination and Anti-Harassment Policy in place of the existing policy.

Motion carried, 4 ayes Council Member Leoni abstained

**Resolution 174-18:** Supervisor Tidball motioned, seconded by Council Member Leoni to change the next Town Board Meeting from November 22<sup>nd</sup> to November 20<sup>th</sup> at 7pm..

Motion carried, 5 ayes

**Resolution 175-18:** Supervisor Tidball motioned to do the following committee reassignments: Council Member Leoni will be taking back over Public Safety and Parks, Council Member Senecal will be on the Highway, Council Member Potter will be on Highway and Sewer and Council Member Ganther will be on Highway, Sewer and IT.

**Privilege of the Floor:** Opened at 7:47 pm

Bill Park of 301 Maranatha Way asked why there aren't more people here complaining like he is. He doesn't feel like people understand the budget and know how it works.

Floor Closed: 7:52 pm

Supervisor Tidball stated that we are taking a taking a 15 minute break and will be going into executive session to seek advice from counsel for legal and personnel matters.

Supervisor Tidball motioned, seconded by Council Member Senecal to adjourn the meeting and go into Executive Session.

Motion passed, 4 ayes

Supervisor Tidball motioned, seconded by Council Member Potter to come out of Executive Session and open the meeting.

Motion passed, 4 ayes

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

Motion passed, 4 ayes

Meeting adjourned at 9:57 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 November 8, 2018 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

**TOWN OF DUANESBURG TOWN BOARD**

**RESOLUTION NO. 110-2018**

**November 8, 2018**

**Adopting Local Law No. 7 of 2018**

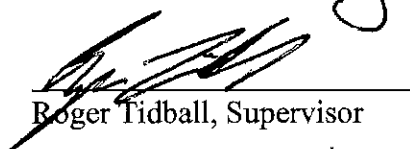
**WHEREAS**, Local Law No. 7 of 2018 entitled "Tax Cap Override for FY 2019" (the "Proposed Local Law") will allow the Town of Duanesburg to override the limit on the amount of real property taxes that may be levied, pursuant to General Municipal Law §3-C, and allow the Town of Duanesburg to adopt a town budget for fiscal year 2019 that requires a tax levy in excess of the tax levy limit; and

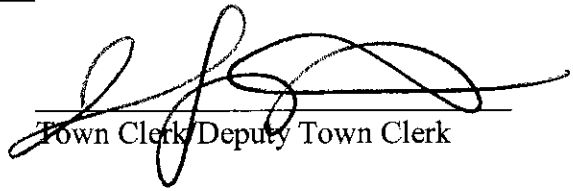
**WHEREAS**, the proposed local law was introduced at the meeting of October 4, 2018 of the Town Board and each member of the Town Board received the Proposed Local Law; and

**WHEREAS**, a public hearing was duly noticed and held on October 25, 2018.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby adopts Local Law No. 7 of 2018 and directs that the local law be filed in the Town Clerk's office and with the New York State Secretary of State's Office.

Motion made by Potter  
Motion seconded by Ganther

  
Roger Tidball, Supervisor

  
Town Clerk Deputy Town Clerk

Present: All present  
Absent:

Council Members:

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

**Town of Duanesburg Town Board**

**RESOLUTION APPROVING THE TOWN BUDGET FOR 2019**

**Town Board Meeting of November 8, 2019**

**WHEREAS**, The Town Board of the Town of Duanesburg has prepared a budget for the 2019 fiscal year;

**WHEREAS**, the Town Supervisor has reviewed the budget estimates with the Town Departments;

**WHEREAS**, the Town Supervisor prepared a tentative budget from the budget estimates;

**WHEREAS**, the budget estimates and tentative budget were submitted to the Town Clerk's Office;

**WHEREAS**, the Town Clerk presented the tentative budget to the Town Board at a special meeting on October 4, 2018;

**WHEREAS**, the Town Board reviewed the tentative budget and approved it as the preliminary budget, for public review at its regular meeting of October 11, 2018;

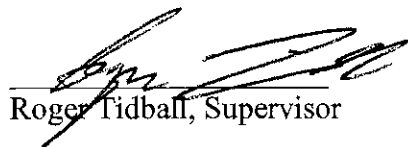
**WHEREAS**, the Town Clerk duly noticed a public hearing on the preliminary budget on file with the Town Clerk's Office;

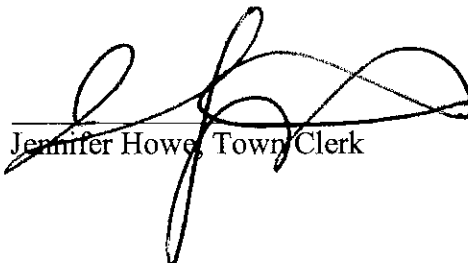
**WHEREAS**, on October 25, 2018, the Town Board held a duly noticed public hearing on the preliminary budget.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby adopts the preliminary budget as the final and annual budget for the Town of Duanesburg for the 2019 fiscal year.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular Town Board meeting on October 25, 2018.

Motion made by Ganther  
Motion seconded by Potter

  
Roger Tidball, Supervisor

  
Jennifer Howe, Town Clerk

Present: All  
Absent:

Council 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	<u>Abstain</u>
Jeff Senecal	<u>Yea</u>	Nay	Abstain



## **RESOLUTION OF THE TOWN BOARD**

### **RESOLUTION NO. 172-2018**

**November 8, 2018**

**WHEREAS**, the Town of Duanesburg entered into the Princetown Water District Outside User Agreement dated October 19, 2016 with Princetown Water District, Extension #1 and Richard Dusse ("User Agreement"); and

**WHEREAS**, the purpose of the User Agreement is to supply water to property owned by Richard Dusse; and

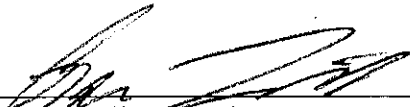
**WHEREAS**, due to unexpected costs associated with connection to the terminus of district facilities, Richard Dusse, has requested that the User Agreement be revoked; and

**WHEREAS**, on August 14, 2018, the Town of Princetown adopted Resolution No. 18-132, authorizing the Town of Princetown Town Supervisor to execute any necessary documentation to cancel the User Agreement, which shall be effective December 31, 2018 and shall be contingent upon the resolution and cancellation of the User Agreement by the Town of Duanesburg and Richard Dusse; and

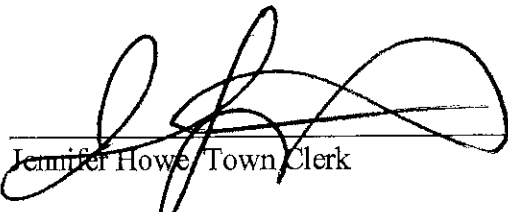
**WHEREAS**, the Town of Duanesburg is in agreement with the Town of Princetown and Richard Dusse regarding the cancellation of the User Agreement.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves and authorizes the Town Supervisor to execute any necessary documentation to cancel the User Agreement, which shall be effective December 31, 2018 and shall also be contingent upon cancellation of said agreement by Richard Dusse.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of November 8, 2018.

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

11-8-18  
Date

  
\_\_\_\_\_  
Jennifer Howe, Town Clerk

11-8-18  
Date

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	Yea	Nay	<u>Abstain</u>
Jeff Senecal	<u>Yea</u>	Nay	Abstain

**CANCELLATION OF PRINCETOWN WATER DISTRICT OUTSIDE USER AGREEMENT**

**UPON THE MOTION OF COUNCILMEMBER PAVOLDI AND SECONDED BY COUNCILMEMBER SHAFER**

It is hereby resolved, that the Supervisor is authorized to execute any necessary documentation to cancel the Princetown Water District Outside User Agreement dated October 19, 2016 entered into between Princetown Water District No. 1, Extension #1, the Town of Duanesburg and Richard Dusse. Said resolution shall be effective as of December 31, 2018 and shall be contingent upon the resolution and cancellation of said Agreement by both the Town of Duanesburg and Richard Dusse.

Roll Call:	PAVOLDI	YES
	SHAFER	YES
	MAURA	YES
	GRAY	YES
	ESPOSITO	YES

Resolution Passed

Supervisor Esposito-We had approved water for him on Darrow Road. We have already passed a law to not approve any more outside water district users. Attorney Parisi-Pointed out that this is contingent on the agreement being cancelled in Duanesburg also. Attorney Ayers-Represents Mr. Dusse-Does believe that Duanesburg will approve the cancellation. Supervisor Esposito-And he understands that he is not able to hook up now? Attorney Ayers-He has been informed of that.

**APPOINTMENT OF INSURANCE BROKER AND REPRESENTATIVE**

**UPON THE MOTION OF COUNCILMEMBER PAVOLDI AND SECONDED BY COUNCILMEMBER MAURA**

It is hereby resolved, effective July 5, 2018, the Town of Princetown appoints Marshall & Sterling Upstate, Inc., as the exclusive insurance broker and representative for the Town of Princetown regarding all New York Municipal Insurance Reciprocal Policies. This authority allows Marshall &

**TOWN OF DUANESBURG RESOLUTION #136-16**  
**October 19<sup>th</sup>, 2016 7:00PM**  
**Special Meeting of the Duanesburg Town Board**  
**PRINCETOWN WATER DISTRICT OUTSIDE USER AGREEMENT**

This Agreement, made the 26 day of October, 2016, between PRINCETOWN WATER DISTRICT NO. 1, EXTENSION #1 (hereinafter "District"), a water district duly organized under the laws of the State of New York, being within the Town of Princetown, County of Schenectady, State of New York and having its main office at 165 Princetown Plaza, Schenectady, NY 12306, and the TOWN OF DUANESBURG (hereinafter "Duanesburg"), a municipal corporation organized under the laws of the State of New York and having its main office at 5853 Western Turnpike, Duanesburg, NY 12056, and RICHARD DUSSE (hereinafter "Owner"), residing at 1448 Darrow Road, in the Town of Duanesburg, NY, and owning a 2± acre parcel of land located in the Town of Duanesburg, (Tax Map No. 68.00-3-5.2) (hereinafter "Premises").

**WHEREAS**, the District is the owner and operator of a water supply district, which is engaged in the supplying of potable water to residents and business entities within its service area; and

**WHEREAS**, Duanesburg does not have a municipal water supply system; and

**WHEREAS**, Owner currently owns a residential structure at the premises located within the Town of Duanesburg and adjacent to the District; and

**WHEREAS**, the Town Board of the Town of Princetown has, on or about the 19 day of October, 2016, adopted Resolution No. 136-16, a copy of which is also annexed hereto as Exhibit "A", stating that the District has excess water available for supply to out of district users; and

**WHEREAS**, the Town Board of the Town of Duanesburg adopted, on or about the 19<sup>th</sup> day of October, 2016, Motion # 11 on 10/19/2016 Town Board Meeting, a copy of which is annexed hereto as Exhibit "B", stating that it is in support of the supply of water to the premises; and

**WHEREAS**, upon and in consideration of the mutual promises of the District, Duanesburg and Owner (hereinafter "the Parties") set forth herein, the Parties enter into this Agreement.

**NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED AS  
FOLLOWS:**

1. Supply of Water. The District shall supply Owner with water at the Premises as follows:

1.1. Initial Supply of Water. The District shall supply Owner with water at the Premises only upon certification from a duly authorized representative of the District, that being the Water Commissioner for the Town of Princetown, that the qualifying events set forth under this Agreement (sections 2, 3, 4 and 5) have been satisfied.

1.2. Term of Water Supply. The District shall supply Owner with water at the Premises long as the District shall have excess water available beyond that required to supply its service area, as determined within the sole discretion of the Water Commissioner, but in no event for more than forty (40) years.

1.3. District's Obligation of Supply. Water shall be supplied to the Premises in the same fashion as water is supplied to residents lying within the service area of the District from time to time.

1.4. Intended Use Only. This Agreement is only applicable for water supplied to the premises for a single family residential use and purpose only. Any water to be used at the premises for any purpose other than the intended use as set forth herein shall not be authorized under this Agreement and is subject to further Agreement from the District.

2. Connection Fees, Rates, Debt Service and Collection. The District shall bill and charge Owner for the supply of water under this agreement and Owner shall pay the District as follows:

2.1. Use Charge. Owner shall pay the District at a rate of one and one half (1.5) times the standard rates charged to District users as established by the District from time to time, and Owner shall permit, allow and provide at Owner's expense for installation of a standard District water meter within the Premises.

2.2. Debt Service Charge. Owner shall, in addition, be billed for and shall pay a charge which shall equal one and one half (1.5) times the Ad Valorem tax paid by users within the District utilizing the assessed valuation for the Premises as determined by

the Real Property Tax Assessor of Duanesburg, and utilizing equalization rates of the Towns of Duanesburg and Princetown so that the rates shall be based upon an assessment adjusted to reflect any difference in equalization rates between the Towns of Duanesburg and Princetown.

2.3. Connection Fee. The District shall bill and charge Owner a one-time \$1,500 connection fee.

2.4. District Improvements. Owner agrees to be solely responsible for all costs involved in the extension of the District facilities from their present termination to the Premises, including without limitation, legal, engineering, administrative and construction costs incurred by the District and Duanesburg, including any amounts incurred to date by the District and Duanesburg.

2.5. Levy and Collection. The Parties agree that in the event Owner shall fail to pay any such charges set forth under sections 2.1, 2.2, 2.3, or 2.4 of this Agreement within sixty (60) days of mailed notice of amounts due and owing to the District, the District shall provide written notice to Duanesburg of all amounts due and owing under this Agreement, and a charge shall be levied and collected by Duanesburg against the Premises in accordance with the procedure set forth under Section 198 of the Town Law of the State of New York.

3. Inspection, Ownership and Maintenance of District Improvements. Owners agrees that the new facilities consisting of a 2" service line ("District Improvements") shall not be turned over to the District for ownership. However, Owner agrees that the District shall have the right to access said improvements at any time for repair, inspection and/or maintenance purposes, and said improvements shall not be used until a duly authorized representative of the District certifies that the District Improvements are satisfactory for use intended. The District shall not assume any obligation for the inspection, repair or maintenance of District Improvements, nor for the supply of water to Owner of the Premises.

4. Installation, Repair and Maintenance of Improvements Upon the Premises. Owner agrees to be responsible for all costs associated with repair, maintenance and installation upon the Premises, and the District shall assume no obligation for the repair, maintenance of installations upon the Premises subsequent to installation. Should the Water Commissioner deem, in his sole discretion, that repairs or maintenance is necessary to the Improvements, the Owner shall arrange to make all such repairs and maintenance at owners

sole expense. Should Owner fail to make any such needed repairs or maintenance, then the District may arrange for such maintenance and repairs and assess any and all costs of the same to Owner.

5. Access to Premises and District Improvements. Owner agrees to allow reasonable access to the Premises and District Improvements throughout the term of this Agreement to the District and its duly designated representatives for the purpose of the inspection, repair, maintenance and certification specified in this Agreement, including without limitation sections 2.1, 4 and 5 of this Agreement.

6. Resale of Water Prohibited. Owner agrees that he shall not, without the consent of the District and Duaneburg, resell any of the water supplied to the Premises under this Agreement, nor interconnect any supply lines from the District with another water source, nor assign his rights under this Agreement to any person or persons, entity or entities except as set forth under this Agreement, and that the use of the Premises shall not be expanded from the present use as described herein without the prior written consent of the District and Duaneburg.

7. Applicability of District Regulations. Owner shall be subject to all rules and regulations of the District as presently existing and as hereafter promulgated.

8. Indemnification. Owner agrees that he will indemnify, defend and hold harmless the District and Duaneburg and their respective officers and employees from and against any and all liability, actions, administrative proceedings, damages, claims, demands, judgments, losses, costs, expenses and fees, including reasonable attorney's fees (collectively, "Losses"), resulting from any activity undertaken by Owner, the District or Duaneburg under this Agreement, or as a result of a breach or default of this Agreement by Owner.

9. Notices. All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, or (ii) three (3) business days after mailing when mailed by first class U.S. mail, with postage prepaid and addressed to the Parties at their respective addresses shown above or at such other address as any party may specify by written notice to the other party.

10. Assignment. In the event Owner proposes to sell, lease, assign or otherwise transfer ownership of the Premises to a third party ("Transferee"), no approval from the District or Duaneburg is required, provided: (i) Owner shall be in compliance with all material terms of this Agreement; (ii) Owner shall notify the District and Duaneburg in writing, at least thirty (30) days prior to any sale, lease, assignment or transfer, confirming to the District in writing that the Transferee has notice of, and acknowledges this Agreement and the duties and obligations of the Owner hereunder; and (iii) Transferee shall agree in writing, acknowledged in a manner acceptable for the transfer of real property in the state of New York, to abide by the terms of this Agreement. Owner shall reimburse the District and Duaneburg for the respective reasonable costs incurred, including reasonable attorney's fees, in connection with the District's and Duaneburg's review of any assignment. Any purported assignment of this Agreement made without complying with the terms of this section 10 shall be void.

11. Recordation of Agreement. This Agreement shall be recorded in the office of the Schenectady County Clerk as soon as is practicable after its signing by all parties. Owner shall be solely responsible for all costs and fees associated with the filing of this Agreement.

12. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be original but all of which shall constitute one and the same instrument.

13. Amendment. This Agreement may not be amended, changed, modified or altered except in writing executed by the Parties hereto.

14. Applicable Law. The Agreement shall be governed exclusively by the applicable laws of the State of New York without regard or reference to its conflicts of laws principles.

15. Effect of Breach and Waiver. In the event a term or condition of this Agreement is breached by any of the Parties and thereafter waived by the remaining Parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

Notwithstanding the fact that this Agreement has been reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This



Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply. All Exhibits referenced in this Agreement are incorporated in and from a party of this Agreement, 16. Entire Agreement. Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State of New York, this Agreement constitutes the parties entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or expressed, will be deemed effective.


16. Entire Agreement. Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State of New York, this Agreement constitutes the parties entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or expressed, will be deemed effective.

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands and seals on the date first above written.

PRINCETOWN WATER DISTRICT NO. 1,  
EXTENSION #1

  
Robert Myers, Princetown Supervisor

TOWN OF DUANESBURG

  
Roger Tidball, Duanesburg Supervisor

  
Richard Dusse, Owner

STATE OF NEW YORK )

COUNTY OF SCHENECTADY )

) ss:

DIANE M. FERRARA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FE6302425  
Qualified in Schenectady County  
My Commission Expires May 05, 2018

On the 20th day of October, 2016, before me, personally appeared the undersigned, Roger Tamuli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

Diane M. Ferrara  
Notary Public - State of New York

STATE OF NEW YORK

) ss:

COUNTY OF SCHENECTADY )

On the 7 day of November, 2016, before me, personally appeared the undersigned, Robert Myers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

Sandra Fortune  
Notary Public - State of New York

STATE OF NEW YORK

) ss:

COUNTY OF SCHENECTADY )

On the 15 day of November, 2016, before me, personally appeared the undersigned, Richard Duse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

Sandra Fortune  
Notary Public - State of New York

SANDRA FORTUNE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01FO6306657  
Qualified in Schenectady County  
Commission Expires 06/23/2018

SANDRA FORTUNE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01FO6306657  
Qualified in Schenectady County  
Commission Expires 06/23/2018

Roger Tidball, Town Supervisor  
Diane M. Ferrara, Town Clerk  
Jennifer M. Howe, Deputy Town Clerk



John D. Ganther, Jr., Council Member  
Charles Leonl, Council Member  
Randy Passonno, Council Member  
Francis R. Rotter, Council Member

Duanesburg Town Board Meeting  
Wednesday, October 19, 2016

Resolution authorizing the Town to enter into Princetown Town Water Agreement:

**Resolution 136-16:** Council Member Passonno motioned, seconded by Council Member Ganther to authorize the Town Supervisor to sign the Princetown Water District Outside User Agreement with the stipulation that the Agreement of the amended to require that the Agreement be filed with the Schenectady County Office of Deeds by Mr. Dusse and at Mr. Dusse's cost, to protect any future purchasers of that property on Darrow Road by giving them notice in the chain of title of the existence of the Agreement.

Motion carried, 3 ayes

DRAFT

October 11, 2016 (Regular Town Board Meeting)

Resolution#16-180

**RESOLUTION DETERMINING SUFFICIENT WATER SUPPLY AND AUTHORIZING OUTSIDE WATER DISTRICT AGREEMENT WITH RICHARD DUSSE**

UPON THE MOTION OF COUNCILMEMBER GRAY AND SECONDED BY COUNCILMEMBER LABELLE

Mr. Richard Dusse owns a home and property located at 1448 Darrow Road in the Towns of Princetown and Duanesburg, the Attorney for the Town has prepared a proposed Outside User Agreement for the approval of the Town of Duanesburg and the property owner,

NOW, THEREFORE BE IT RESOLVED that the Town Board of the Town of Princetown, acting as the Board of Water Commissioners for Princetown Water District Extension No. 1 hereby finds that the water district has sufficient capacity to extend service to Mr. Dusse's property at 1448 Darrow Road ; and

BE IT FURTHER RESOLVED that the Town Board hereby authorizes the Supervisor to enter into the proposed Outside User Agreement with Richard Dusse, subject to the approval of the Town of Duanesburg and Mr. Dusse.

Roll Call:	GRAY	YES
	ESPOSITO	YES
	LABELLE	YES
	SHAFER	YES
	MYERS	YES

Resolution Passed

**RESOLUTION OF THE TOWN BOARD**

**RESOLUTION NO. 173 2018**

**November 8, 2018**

**WHEREAS**, the NYS Legislature passed a law that requires municipalities, such as the Town of Duanesburg to adopt a standard sexual harassment prevention policy that meets the requirements of the law;

**WHEREAS**, the Town has a sexual harassment prevention policy which was adopted in 2018 based on a draft standard policy developed by the NYS Department of Labor; and

**WHEREAS**, subsequently, a final standard policy, updating the draft standard policy, was developed by the NYS Department of Labor to assist municipalities and others in complying with the law;

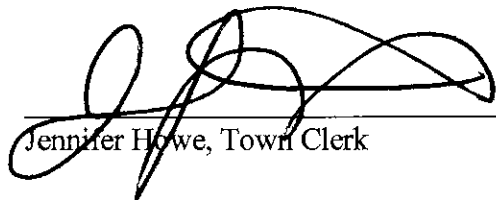
**WHEREAS**, attached is a Town of Duanesburg Anti-Discrimination and Anti-Harassment Prevention Policy which includes the changes of the NYS Department of Labor to the sexual harassment prevention portion of the policy and which also addresses discrimination prevention as required by other federal and State statutes;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby approves the attached Town of Duanesburg Anti-Discrimination and Anti-Harassment Policy in the place of the existing policy.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of November 8, 2018.

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

11/12/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jennifer Howe, Town Clerk  
11-8-18  
\_\_\_\_\_  
Date

Present: All  
Absent:

**Town Board Members:**

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

## **ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

The Town of Duanesburg prohibits any form of discrimination or harassment of any employee by anyone in the workplace (including supervisors, coworkers, consultants, vendors, customers, and other non-employees) for any illegal discriminatory reason based on any protected classification, including: race, color, sex, national origin, ethnicity, military or veteran status, mental or physical disability, marital status, sexual orientation, genetic information/predisposition or carrier status, age, religion, creed, domestic violence victim status, and any other classification protected by federal, state, and local law. The Town of Duanesburg takes this prohibition seriously and the behavior of individuals engaging in such conduct, or supervisors/managers who knowingly allow such behavior to continue, will not be tolerated.

This policy applies to all employees, whether supervisory or non-supervisory, interns, contractors, and other non-employee personnel conducting business with the Town of Duanesburg.

### **Unlawful Discrimination and Harassment Defined**

Discrimination and harassment can occur in a variety of forms among any combination of individuals at the Town of Duanesburg.

Unlawful harassment is a form of unlawful discrimination. The Town of Duanesburg prohibits harassment on the basis of any classification protected by federal, state, and local law. Unlawful harassment includes, but is not limited to, unwelcome or inappropriate verbal, physical, or other communication or conduct that denigrates or shows hostility or aversion to an individual and/or group and:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
- Has the purpose or effect of unreasonably interfering with the individual's work performance.

Unlawful harassment may include, but is not limited to: jokes, epithets, slurs, negative stereotyping; threatening, intimidating, or hostile acts; or written or graphic material including email that denigrates or shows hostility or aversion toward an individual or group on the basis of a protected characteristic.

Other unwelcome conduct may constitute harassment, such as:

- Verbal: derogatory slurs, off-color jokes, propositions, threats, or suggestive or insulting sounds;
- Visual/non-verbal: derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;
- Physical: unwanted physical contact, including touching, interference with an individual's normal work movement, or assault; and

- Other: making or threatening reprisals to an individual who opposes, objects to, or complains about illegal discrimination including harassment.

Verbal and physical conduct may constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions; or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **Sexual Harassment Defined**

Sexual harassment is a form of discrimination and harassment that is prohibited by New York State and federal law as well as this policy.

#### *What is Sexual Harassment*

Sexual harassment is a form of sex discrimination and may include harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- The conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

### *Examples of Sexual Harassment*

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another individual's body or poking another individual's body;
  - Rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender, such as:
  - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name calling.

### *Who Can Be a Target of Sexual Harassment*

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker, or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, or visitor.



### *Where Can Sexual Harassment Occur*

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

### **Retaliation Prohibited**

The Town of Duanesburg will not take any adverse employment action in retaliation against any employee who, with a good faith belief, reports that s/he has been discriminated against, harassed, or brings or voices a report of such conduct pursuant to this policy on behalf of him or herself or on behalf of another. Any employee of the Town of Duanesburg who retaliates against another individual for: (1) making a report under this policy; (2) participating in any investigation into discrimination or harassment; or (3) opposed acts of unlawful discrimination in the workplace, will be subjected to disciplinary action, up to and including termination.

Under State and federal law, an individual is protected from retaliation if that individual engages in "protected activity." Under New York State law, protected activity occurs when a person has:

- Made a report of harassment, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving harassment under the Human Rights Law or other anti-discrimination law;
- Opposed harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- Reported that another employee has been harassed; or
- Encouraged a fellow employee to report harassment.

Adverse employment action need not be job-related or occur in the workplace to constitute unlawful retaliation.

Individuals who knowingly bring false charges of discrimination, including any form of harassment, against another the Town of Duanesburg employee or other individual shall be subjected to disciplinary action, up to and including termination.

### **Reporting Discrimination and Harassment**

The Town of Duanesburg cannot prevent or remedy discrimination or harassment unless it is aware of it. Any individual who experiences or becomes aware of discrimination or harassment has a responsibility to promptly report the behavior.

Any individual who believes that they have been the victim of discrimination or harassment or who has witnessed discrimination or harassment should report the incident to one, or all, of the following:

- the Town Supervisor; or
- their supervisor/manager.

Reports submitted under this policy may be made formally or informally, orally or in writing, and are not required to be made within the employee's chain of command. Employees are encouraged to report incidents of discrimination and harassment, including sexual harassment, using the complaint form provided by the Town of Duanesburg.

All employees, including supervisors/managers, are required to immediately report all formal and informal complaints to the Town Supervisor. In addition to being subjected to discipline if they engaged in discriminatory or harassing behavior themselves, supervisors/managers will be subjected to discipline for failing to report suspected discrimination or harassment or otherwise knowingly allowing discrimination or harassment to continue.

The investigation of any report, information, or knowledge of any discrimination or harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including those making a report, witnesses, and alleged harassers, will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation. Any employee who participates in such an investigation will not be retaliated against.

Investigations of discrimination and harassment may be conducted by the Town of Duanesburg in accordance with the following steps:

- Conduct an immediate review of the allegations upon receipt of the oral or written report and take such interim actions as may be appropriate. If the report is oral, an individual may be asked to fill out the complaint form. If the employee refuses or would prefer not to do so, a complaint form will be prepared by the Town Supervisor based on the oral report.
- Take steps to obtain and preserve documents, emails, and/or phone records that are relevant to the investigation.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses.
- Create written documentation of the investigation, which may contain the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the report, together with any corrective action.
- Keep the written documentation and associated documents in a secure and confidential location.

- Promptly notify (1) the individual who reported, and (2) the individual(s) against whom the report was made, of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined below.

Any individual determined to have engaged in unlawful discrimination or harassment, including sexual harassment, will be subject to discipline, up to and including termination.

### **Legal Protections and External Remedies**

Discrimination and harassment are not only prohibited by the Town of Duanesburg, but are also prohibited by federal, state, and where applicable, local law.

In addition to the internal process at the Town of Duanesburg, individuals may choose to pursue legal remedies with the governmental entities identified below. While individuals are not required to retain a private attorney to file a complaint with a governmental agency, they may seek the advice of an attorney.

#### *(1) New York State Division of Human Rights*

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment and other illegal discriminatory conduct, and protects employees, paid or unpaid interns, and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law (“HRL”) may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints may be filed with DHR any time within one year of the harassment/discrimination.

If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment/discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court.

Complaining internally to the Town of Duanesburg does not extend an individual’s time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. Individuals do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment or other illegal discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment or other illegal discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment/discrimination, or

redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

### *(2) The United States Equal Employment Opportunity Commission*

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment/discrimination. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if harassment/discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### *(3) Local Agencies*

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

#### *(4) Local Police Department*

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

#### *Conclusion*

This policy and procedures have been established to ensure that every employee may work in an environment free from illegal discrimination, including illegal harassment. Any questions regarding this policy and procedure should be brought to the attention of the Town Supervisor.

### **Complaint Form for Reporting Discrimination and/or Harassment**

If you believe that you have been subjected to discrimination and/or harassment, you are encouraged to complete this form and submit it to your supervisor/manager or the Town Supervisor. If you are more comfortable reporting orally rather than in writing, or in some reasonable manner other than this form, you may do so.

Once the Town of Duanesburg receives your complaint, it will follow its anti-discrimination/harassment policy by investigating the claim(s) as outlined at the end of this form.

For additional resources, visit: <https://dhr.ny.gov/complaint> or <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

#### **COMPLAINANT INFORMATION**

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Work Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Job Title: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Communication Method: ☐ Email

☐ Telephone

#### **SUPERVISOR/MANAGER INFORMATION**

Immediate Supervisor/Manager Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Address: \_\_\_\_\_

#### **COMPLAINT INFORMATION**

1. Your complaint of discrimination and/or harassment is made against:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Relationship to you: ☐ Supervisor ☐ Subordinate ☐ Co-Worker ☐ Other

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is discrimination and/or harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) discrimination and/or harassment occurred:

Is the discrimination and/or harassment continuing? \_\_\_\_ Yes \_\_\_\_ No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

*The last two questions are optional but may help facilitate the investigation.*

5. Have you previously complained or provided information (verbal or written) about discrimination and/or harassment at the Town of Duanesburg? If yes, when and to whom did you complain or provide information?

6. Have you filed a claim regarding this complaint with a federal, state or local government agency?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Have you instituted a legal suit or court action regarding this complaint?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Have you hired an attorney with respect to this complaint?

\_\_\_\_\_ Yes \_\_\_\_\_ No

*I request that the Town of Duanesburg investigate this complaint of discrimination and/or harassment in a timely and confidential manner and advise me of the results of the investigation.*

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_