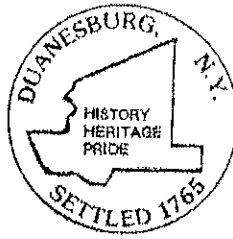


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday October 25, 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, Potter, Senecal, Town Attorney Terresa Bakner, Town Clerk Jennifer Howe

Absent:

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Public Hearing: The Preliminary Budget for the Town of Duanesburg for the fiscal year beginning January 1, 2019.

Town Clerk Howe read the public notice published in the Gazette.

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

Motion carried, 4 ayes

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

Motion carried, 4 ayes

Public Hearing: The adoption of Local Law No. 7 of 2018 entitled "Tax Cap Override for FY 2019".

Town Clerk Howe read the public notice published in the Gazette.

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

Motion carried, 4 ayes

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

Motion carried, 4 ayes

Public Hearing: The Town amending its current contracts for the fire protection services or entering into new contracts to ensure compliance with the provisions of Town Law § 184.

Town Clerk Howe read the public notice published in the Gazette.

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

Motion carried, 4 ayes

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

Motion carried, 4 ayes

Public Hearing: The completed assessment roll in connection with the Duanesburg/Delanson Sewer District No. 1, the Mariaville Lake Sewer District No. 2 and the Duanesburg Sewer District No.3.

Town Clerk Howe read the public notice published in the Gazette.

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

Motion carried, 4 ayes

Wayne Yarter of 7817 Duanesburg Road asked if they have to pay the Operation & Maintenance if they are not hooked up. Supervisor Tidball stated yes you do. Mailed a copy of The Sewer Use Law.

Melanie Gathan of 10448 Duanesburg Road asked what district she would be in. Supervisor Tidball stated that she was in Sewer District #1.

Lisa Whittaker of 10534 Duanesburg Road asked if the debt service is divided up amongst the residents why has that number not changed much over the years. Town Assessor Richard Tollner explained that there is not that much of a change in residents hooking up and disconnecting to warrant a drastic change in price. Richard will be sending her an email with the information that she requested.

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

Motion carried, 4 ayes

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.

No one wished to comment.

Floor closed.

Resolution 158-18: Council Member Potter motioned, seconded by Council Member Ganther to approve the Town Board Meeting minutes of Thursday, October 11, 2018.

Motion carried, 4 ayes

Resolution 159-18: Council Member Ganther motioned, seconded by Council Member Senecal to approve the Amended Town Board Meeting minutes of Thursday, September 12, 2018.

Motion carried, 4 ayes

Supervisor Tidball read the Town Supervisor's Report for September 2018.

Resolution 160-18: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 4 ayes

Vouchers to be Paid

October 25, 2018

General Fund: #352-367	\$21,487.01
SD#1: #108-113	\$2,976.52
SD#2: #116-118	\$832.64
Highway: #163-175	\$11,085.72
Total Vouchers to be Paid=	<hr/> \$36,381.89

Committee Reports

Highway: Highway Superintendent Reed reported that Gage Road Hill has been paved. They are working on driveway re-bates and moving off of Gage Road in the next 2 days. There is a culvert pipe that has failed on South Knight Road that has to be completed this year. Chip seal has been done over the motor pave roads that we did. The plow trucks are about ready for snow when it arrives.

Public Safety: Council Member Senecal reported that there is still an address issue with 911 on Lea Road. He is communicating with UCC to see if we can get this problem resolved. We have been working with Mariaville Fire Department to try and save them money on their new heating system. Jean Frisbee announced that there is a Turkey Dinner tomorrow night at DVAC.

Parks: Jean Frisbee reported that she prepared the bill for Princetown for the summer park program and had the Town Clerk mail it out. She also asked if we have received the money from the county for the park program and Supervisor Tidball responded with not as of yet.

Sewer District #1, 2 & 3: Council Member Ganther reported that we are making sure that all the paperwork is getting done for the grants for Sewer District #3 and the paperwork for EFC. It looks like the paperwork for the DASNY grant is all set. Bill Brown from Delaware Engineering stated that the final paperwork has not gone into EFC yet, they have the draft that they have reviewed with EFC and they have asked for some additional information on it. It should be finished up and going out tomorrow. Bill will be submitting the MWBE compliance documentation application for waiver for SD32. There will be a partial submission as we are still coordinating with Andrew and the lab to do the required testing. DEC has been sent over the reports from the past three years of testing.

Bill Brown reported that SD#3 has had some leaks w fittings. Looking to get an extended warranty and extended maintenance bond from them. They will be doing some excavations on some potential suspects that they feel will also be a problem. Council Member Senecal asked what will be done if there is a leak in the middle of winter. Bill Brown said they will do the work in the middle of winter regardless. If it cannot be fixed until the weather is better they will still be able to be used, and they will be pumped out on a regular basis until the work can be fixed.

Technology: Council Member Ganther announced that there is a public hearing on October 30, 2018 @ 7pm located at DVAC to discuss the contents of the proposed Franchise Agreement with Spectrum. We have not agreed to sign the proposed agreement.

The next Broadband Committee meeting is November 7th @ 6:30 downstairs at Town Hall. Supervisor Tidball updated that with the help of the Highway Department on town roads working with the construction group of Spectrum they are seeing if the highway department can trench a few roads and possibly speed up and help to get broadband to residents. Spectrum will be drawing up a contract to have the town do the work and then they will partially reimburse the town. The money put in the budget to help support this project has come from the franchise money that has been given to the town from spectrum. Superintendent Reed will be meeting with the construction group tomorrow on Arquette Way. Verizon is looking to come into the area of Mariaville Lake west and to the north with their Fios. They are still working on the plans, but should know which homes they plan on serving within six months to a year. There is also a 50 home project on Schoharie Turnpike that they are working on and are waiting on paperwork back from the state. Over the last four years we have group up with a group out of Schoharie County; we call the Schopeg group to band together to keep everything currently under our franchise agreement.

Solar Projects: Randall from Whiteman, Osterman and Hanna reported that the two projects they are currently looking at are the old town landfill and the land next to the sewer plant. They reviewed the paperwork to make sure that everything GE has to do as far as testing, insurance, etc. would be at the cost to GE and the town will not be liable. They have added in standard language as far as the construction portion and are looking at the assignment provision in the lease agreement, because that is too broad. The Utility credit purchase agreement has an assignment provision that is much narrower and that needs to be mirrored on the lease agreement. Then Utility credit purchase agreement states that once operational this agreement sates how the town will benefit from the project. There is nothing currently binding the town to this project it is only a MOU.

Proposed Highway Garage at the Doyle building: Council Member Senecal reported that we have an official proposal coming from Ingalls for a survey of the property. The standard phase one environmental site assessment has been completed and the purpose of doing this is to show that the town did its due diligence before possible purchasing the property. They thoroughly looked at the whole property and met with the owner of the property. They reviewed all the documents the town had on file for the site and met with Dale Warner. They did identify a tank that contains used waste oil that has not been removed, an oil water separator that is part of the septic system that needs to be tested and pumped and some debris on site that needs to be removed. The findings are not unusual and if we want to proceed we can get an estimate on what Phase 2 would cost.

Business Meeting:

Resolution 161-18: Council Member Potter motioned, seconded by Council Member Senecal to approve the resolution authorizing the Town Supervisor and Council Member Ganther to execute the Certification and Grant Disbursement Agreement with DASNY for the upgrades to Sewer District #3.
Motion carried, 4 ayes

Resolution 162-18: Council Member Ganther motioned, seconded by Council Member Senecal to approve the resolution authorizing the Town Supervisor to complete and execute the Questionnaire concerning the Mariaville WWTP and Sewer District 2 for submission to DEC.
Motion carried, 4 ayes

Resolution 163-18: Council Member Senecal motioned, seconded by Council Member Ganther to authorize the Town Supervisor to sign the Civil Rights Certification for the U.S. Department of Housing and Urban Development.
Motion carried, 4 ayes

Resolution 164-18: Council Member Ganther motioned, seconded by Council Member Senecal to approve the resolution authorizing the Town Supervisor to sign the revised MOU for the solar consortium project and confirming that the project's status as a municipal project not subject to zoning under the Monroe County case factors. Motion carried, 4 ayes

Resolution 165-18: Council Member Potter motioned, seconded by Council Member Senecal to approve retaining Ingalls and Associates to undertake a survey of the Doyle Property for no more than \$2500.
Motion carried, 4 ayes

Resolution 166-18: Council Member Senecal motioned, seconded by Council Member Ganther to approve the completed assessment roll for sewer districts 1,2 and 3.
Motion carried, 4 ayes

Resolution 167-18: Supervisor Tidball motioned, seconded by Council Member Senecal to appoint Robert Harrington and Kaitlin Schiaffo as Dog Control Officers for the Town of Duanesburg.
Motion carried, 4 ayes

Privilege of the Floor: Opened at 8:32 pm

Bill Park of 301 Maranatha Way asked about the landfill and the documents associated with DEC. Supervisor Tidball stated that back when he originally asked about them we had looked and couldn't find the ones he was referring to. He then asked about what building we were looking to purchase for a highway garage and Supervisor Tidball answered with 2261 Western Turnpike. He asked about the tap cap override, if there is a tax increase and how much surplus has been used for the 2019 budget. Supervisor Tidball answered with there is a 5% on the town tax and 11% on the highway tax. The main reason for the tax cap override is due to the new sewer district.

Richard Hoffmann of 2581 Thousand Acre Road asked about the proposed highway garage and if it is smaller. What the cost of a salt shed would be there. Supervisor Tidball stated that it is actually bigger than the current highway garage and there we would get a grant we could get to build a salt shed. We wouldn't have to build one right away as we would still be able to use the current salt shed until we can build a new one.

Kathleen Munday of 1039 Cole Road asked how much money the town was going to make off of the solar farm. Supervisor Tidball said at this time the numbers have not come back. She wanted to make us aware that kids come from down in Schenectady and shoot along the railroad tracks. We assured her that the area on sole road where the potential solar farm would be would be fenced in.

Floor Closed: 8:52 pm

Supervisor Tidball stated that we are taking a taking a 10 minute break and will be going into executive session to discuss 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 October 25, 2018 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

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

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, October 25, 2018 at 7:00 p.m.** for the purpose of hearing all persons interested in the adoption of Local Law No. 7 of 2018 and for review of, and hearing all persons interested in the Preliminary Budget for 2019, and that any person may be heard in favor or against the items therein contained.

The adoption of Local Law No. 7 of 2018 is 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. A copy of the proposed local law is on file at the office of the Town of Duanesburg Town Clerk, 5853 Western Turnpike, Duanesburg, New York, 12056.

The Preliminary Budget for the Town of Duanesburg for the fiscal year beginning January 1, 2019 has been filed in the office of the Town Clerk, Town Hall, 5853 Western Turnpike, Duanesburg, New York, where it is available for inspection during regular office hours.

Pursuant to Section 108 of the Town Law, the proposed salaries of Town Officers are hereby specified as follows:

Supervisor: \$21,140
Town Justice: \$15,997
Town Justice: \$15,997
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Clerk: \$42,900
Highway Superintendent: \$54,663

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

Dated: October 11, 2018

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

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on **Thursday, October 25, 2018 at 7:00 p.m.** for the purpose of hearing all persons interested in the matter of:

The Town amending its current contracts for fire protection services or entering into new contracts to ensure compliance with the provisions of Town Law § 184.

The subject contracts include contracts with the Mariaville Volunteer Fire Department, Inc. for fire protection services in Fire Protection District No. 2, the Burtonsville Volunteer Fire Department for fire protection services in Fire Protection District No. 3, the Village of Delanson for fire protection services in Fire Protection District No. 3, and the Village of Esperance for fire protection services in Fire Protection District No. 3.

Persons may appear at the hearing in person or by agent, and may also submit written comments to the Town Board prior to or at such hearing.

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

Dated: October 2, 2018

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, has completed the assessment roll in connection with the Duanesburg/Delanson Sewer District No. 1, the Mariaville Lake Sewer District No. 2, and the Duanesburg Sewer District No. 3 and filed the same with the Town Clerk of the Town of Duanesburg.

PLEASE TAKE FURTHER NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, October 25, 2018 at 7:00 p.m.** for the purpose of conducting a hearing to consider any objections which may be made to said assessment roll.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: October 10, 2018

Monthly Statement of the Town Supervisor

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

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month September 2018.

REVENUES

FUND	AMOUNT
GENERAL FUND	\$ 62,790.06
HIGHWAY FUND	\$ 473.32
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ 0.12
PARKLANDS	\$ 0.35
SERVICE AWARD	\$ 0.08
SEWER DISTRICT #1	\$ 7.52
SEWER DISTRICT #2	\$ 305.53
SEWER DISTRICT #3	\$ 1,826.23
TOTAL	\$ 65,403.21

DISBURSEMENTS

GENERAL FUND	\$ 77,124.95
HIGHWAY FUND	\$ 165,529.11
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ -
PARKLANDS	\$ -
SERVICE AWARD	\$ 1,958.00
SEWER DISTRICT #1	\$ 10,130.60
SEWER DISTRICT #2	\$ 17,381.67
SEWER DISTRICT #3	\$ 3,234.53
TOTAL	\$ 275,358.86

Dated: October 24, 2018

Supervisor's Office
Town of Duanesburg

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending

9/30/2018

Year - To - Date

		Current	Monthly Amount	Amount	Budget	Variance	% Var
Fund: GENERAL FUND A							
Expenses							
APPROPRIATION ACCOUNT							
10101.1	1010.1 - Town Board PS		\$2,300.00	\$20,700.00	\$27,600.00	6,900.00	25.0%
10104.1	1010.4 - Town Board CE		\$18.24	\$1,174.36	\$500.00	(674.36)	(134.9)%
11101.1	1110.1 - Justices PS		\$3,392.59	\$43,955.10	\$67,074.00	23,118.90	34.5%
11102.1	1110.2 - Justices EQ		\$0.00	\$129.99	\$500.00	370.01	74.0%
11104.1	1110.4 - Justices CE		\$36.55	\$1,198.12	\$2,000.00	801.88	40.1%
12201.1	1220.1 - Supervisor PS		\$4,868.55	\$47,789.60	\$60,953.00	13,163.40	21.6%
12202.1	1220.2 - Supervisor EQ		\$0.00	\$0.00	\$500.00	500.00	100.0%
12204.1	1220.4 - Supervisor CE		\$219.48	\$506.82	\$1,000.00	493.18	49.3%
13401.1	1340.1 - Budget PS		\$0.00	\$0.00	\$5,000.00	5,000.00	100.0%
13551.1	1355.1 - Assessor P/S		\$3,965.76	\$42,274.66	\$55,367.00	13,092.34	23.6%
13552.1	1355.2 - Assessor E/Q		\$0.00	\$0.00	\$500.00	500.00	100.0%
13554.1	1355.4 - Assessor C/E		\$19.14	\$1,766.45	\$2,700.00	933.55	34.6%
13804.1	1380.4 - Audit		\$650.00	\$1,225.00	\$0.00	(1,225.00)	0.0%
14101.1	1410.1 - Town Clerk PS		\$5,522.55	\$51,318.62	\$70,030.00	18,711.38	26.7%
14102.1	1410.2 - Town Clerk EQ		\$0.00	\$106.23	\$1,000.00	893.77	89.4%
14104.1	1410.4 - Town Clerk CE		\$66.94	\$2,120.07	\$6,300.00	4,179.93	66.3%
14204.1	1420.4 - Attorney CE		\$6,942.63	\$47,041.41	\$25,000.00	(22,041.41)	(88.2)%
14402.1	1440.2 - Engineer E/Q		\$1,465.87	\$70,981.67	\$0.00	(70,981.67)	0.0%
14404.1	1440.4 - Engineer C/E		\$0.00	\$8,088.03	\$0.00	(8,088.03)	0.0%
14602.1	1460.2 - Records Management E/Q		\$0.00	\$0.00	\$500.00	500.00	100.0%
14604.1	1460.4 - Records Management C/E		\$0.00	\$1,710.73	\$2,300.00	589.27	25.6%
16201.1	1620.1 - Buildings PS		\$987.00	\$8,840.00	\$9,500.00	660.00	6.9%
16202.1	1620.2 - Buildings EQ		\$0.00	\$0.00	\$500.00	500.00	100.0%
16204.1	1620.4 - Buildings CE		\$2,158.52	\$24,690.43	\$30,000.00	5,309.57	17.7%
16402.1	1640.2 - Central Garage E/Q		\$0.00	\$0.00	\$500.00	500.00	100.0%

Operating Statement for the Period Ending

9/30/2018

Year - To - Date

	Current	Monthly Amount	Year - To - Date		
			Amount	Budget	Variance % Var
16404.1	1640.4 - Central Garage CE	\$616.46	\$23,251.88	\$15,000.00	(8,251.88) (55.0)%
16604.1	1660.4 - Central Storeroom C/E	\$142.20	\$807.96	\$3,000.00	2,192.04 73.1%
16704.1	1670.4 - Central Print/Mail	\$0.00	\$7,634.75	\$10,000.00	2,365.25 23.7%
16802.1	1680.2 - Data Processing EQ	\$0.00	\$11,282.93	\$9,500.00	(1,782.93) (18.8)%
16804.1	1680.4 - Data Processing CE	\$555.00	\$12,449.18	\$15,000.00	2,550.82 17.0%
19104.1	1910.4 - Unallocated Insurance	\$0.00	\$50,115.41	\$54,000.00	3,884.59 7.2%
19204.1	1920.4 - Municipal Association Dues	\$0.00	\$1,100.00	\$1,100.00	0.00 0.0%
19904.1	1990.4 - Contingency Account	\$0.00	\$0.00	\$20,000.00	20,000.00 100.0%
30204.1	3020.4 - Public Safety Communication System	\$0.00	\$21,500.00	\$43,000.00	21,500.00 50.0%
33104.1	3310.4 - Traffic Control CE	\$756.06	\$756.06	\$0.00	(756.06) 0.0%
35101.1	3510.1 - Dog Control PS	\$808.17	\$7,273.49	\$9,698.00	2,424.51 25.0%
35102.1	3510.2 - Dog Control EQ	\$0.00	\$0.00	\$104.00	104.00 100.0%
35104.1	3510.4 - Dog Control CE	\$167.00	\$1,011.13	\$3,000.00	1,988.87 66.3%
40201.1	4020.1 - Regis. of Vital Stats PS	\$0.00	\$0.00	\$925.00	925.00 100.0%
45404.1	4540.4 - Ambulance CE	\$17,062.50	\$62,240.97	\$77,082.00	14,841.03 19.3%
50101.1	5010.1 - Supt. of Highway PS	\$4,349.98	\$40,682.32	\$56,592.00	15,909.68 28.1%
50104.1	5010.4 - Supt. of Highway CE	\$72.34	\$383.92	\$500.00	116.08 23.2%
60104.1	6010.4 Social Services C/E	\$0.00	\$3,000.00	\$3,000.00	0.00 0.0%
61404.1	6140.4 - Home Relief - Meal Site	\$0.00	\$0.00	\$3,000.00	3,000.00 100.0%
64104.1	6410.4 - Publicity CE	\$0.00	\$2,175.12	\$0.00	(2,175.12) 0.0%
67724.1	6772.4 - Programs for Aging CE	\$0.00	\$2,500.00	\$2,500.00	0.00 0.0%
70201.1	7020.1 - Recreation Administration P/S	\$0.00	\$3,000.00	\$3,000.00	0.00 0.0%
71101.1	7110.1 - Parks PS	\$118.13	\$3,328.40	\$8,500.00	5,171.60 60.8%
71102.1	7110.2 - Parks EQ	\$0.00	\$0.00	\$2,000.00	2,000.00 100.0%
71104.1	7110.4 - Parks CE	\$351.39	\$6,267.07	\$4,000.00	(2,267.07) (56.7)%
73101.1	7310.1 - Youth Programs PS	\$0.00	\$6,613.20	\$7,200.00	586.80 8.2%
73104.1	7310.4 - Youth Programs CE	\$0.00	\$1,128.41	\$1,000.00	(128.41) (12.8)%
75101.1	7510.1 - Historian PS	\$58.34	\$524.98	\$700.00	175.02 25.0%
75104.1	7510.4 - Historian CE	\$0.00	\$3,000.00	\$3,100.00	100.00 3.2%
75504.1	7550.4 - Celebrations CE	\$0.00	\$1,247.28	\$3,000.00	1,752.72 58.4%
81604.1	8160.4 - Refuse/Garbage CE	\$10.91	\$5,967.09	\$20,000.00	14,032.91 70.2%
90108.1	9010.8 - State Retirement	\$0.00	\$0.00	\$40,000.00	40,000.00 100.0%
90308.1	9030.8 - Social Security (Town Share)	\$1,896.71	\$20,041.79	\$28,974.00	8,932.21 30.8%
90408.1	9040.8 - Workers Comp	\$0.00	\$0.00	\$12,000.00	12,000.00 100.0%

Operating Statement for the Period Ending				9/30/2018		Year - To - Date	
Current		Monthly Amount		Amount		Budget	
90608.1		90608 - Medical Insurance (Town Share)		(\$0.24)		(\$91,306.66)	

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending				Year - To - Date		
Current				Amount	Budget	Variance % Var
9/30/2018						
Fund: GENERAL FUND B (TOWN OUTSIDE VILLAGE)						
Expenses						
APPROPRIATION ACCOUNT						
80101.2	8010.1 - Zoning PS	\$7,339.24		\$68,003.67	\$96,272.00	28,268.33 29.4%
80102.2	8010.2 - Zoning EQ	\$0.00		\$0.00	\$500.00	500.00 100.0%
80104.2	8010.4 - Zoning CE	\$215.16		\$13,465.91	\$23,800.00	10,334.09 43.4%
80201.2	8020.1 - Planning PS	\$1,985.00		\$12,604.51	\$17,105.00	4,500.49 26.3%
80202.2	8020.2 - Planning EQ	\$0.00		\$0.00	\$500.00	500.00 100.0%
80204.2	8020.4 - Planning CE	\$441.60		\$1,946.55	\$8,000.00	6,053.45 75.7%
90108.2	9010.8 - State Retirement	\$0.00		\$0.00	\$17,500.00	17,500.00 100.0%
90308.2	9030.8 - Social Security (Town Share)	\$562.83		\$5,356.90	\$8,367.00	3,010.10 36.0%
90408.2	9040.8 - Workers Comp	\$4,991.30		\$4,991.30	\$1,900.00	(3,091.30) (162.7)%
90608.2	9060.8 - Medical Insurance (Town Share)	\$638.76		\$23,031.62	\$22,500.00	(531.62) (2.4)%
Subtotal for APPROPRIATION ACCOUNT:		\$16,173.89		\$129,400.46	\$196,444.00	67,043.54 34.1%
Subtotal for Expenses		\$16,173.89		\$129,400.46	\$196,444.00	67,043.54 34.1%
Other Income						
REVENUE ACCOUNT						
1120.2	1120 - Non-Property Tax Distribution by County	\$38,520.92		\$38,520.92	\$86,624.00	48,103.08 55.5%
1170.2	1170 - Franchise Fees	\$0.00		\$31,353.83	\$40,000.00	8,646.17 21.6%
2110.2	2110 - Zoning Fees	\$0.00		\$400.00	\$1,000.00	600.00 60.0%
2111.2	2111 - Sewer Connection Permits	\$0.00		\$0.00	\$3,750.00	3,750.00 100.0%
2115.2	2115 - Planning Board Fees	\$20.00		\$20.00	\$0.00	(20.00) 0.0%
2389.2	2389 - Other Home & Community Services	\$0.00		\$2,500.00	\$0.00	(2,500.00) 0.0%
2401.2	2401 - Interest & Earnings	\$0.00		\$0.00	\$70.00	70.00 100.0%
2555.2	2555 - Licenses & Permits	\$2,810.00		\$12,270.00	\$15,000.00	2,730.00 18.2%
Subtotal for REVENUE ACCOUNT:		\$41,350.92		\$85,064.75	\$146,444.00	61,379.25 41.9%

Operating Statement for the Period Ending

9/30/2018

Year - To - Date

Current

Monthly Amount

Amount

Budget

Variance % Var

Subtotal for Other Income

\$41,350.92

\$85,064.75

\$146,444.00

61,379.25 41.9%

Net Amounts

\$25,177.03

(\$44,335.71)

(\$50,000.00)

(\$5,664.29) 88.7%

TOWN OF DUANESEBURG

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

Operating Statement for the Period Ending				9/30/2018				
Current				Monthly Amount	Amount	Budget	Variance	% Var
Fund: HIGHWAY FUND DA								
Expenses								
APPROPRIATION ACCOUNT								
51301.3	5130.1 - Machinery PS		\$0.00	\$4,783.31	\$10,000.00	5,216.69		52.2%
51302.3	5130.2 - Machinery EQ		\$0.00	\$28,942.43	\$15,000.00	(13,942.43)		(92.9)%
51304.3	5130.4 - Machinery CE	\$2,402.15		\$19,666.94	\$20,500.00	833.06		4.1%
51421.3	5142.1 - Snow Removal PS	\$0.00		\$104,857.87	\$115,000.00	10,142.13		8.8%
51424.3	5142.4 - Snow Removal CE	\$0.00		\$46,115.29	\$42,000.00	(4,115.29)		(9.8)%
90108.3	9010.8 - State Retirement	\$0.00		\$0.00	\$23,000.00	23,000.00		100.0%
90308.3	9030.8 - Social Security (Town Share)	\$0.00		\$8,493.84	\$9,562.00	1,068.16		11.2%
90408.3	9040.8 - Workers Comp	\$0.00		\$0.00	\$17,000.00	17,000.00		100.0%
90558.3	9055.8 - Disability Insurance	\$0.00		\$220.74	\$110.00	(110.74)		(100.7)%
90608.3	9060.8 - Medical Insurance (Town Share)	\$70.00		\$47,633.19	\$48,000.00	366.81		0.8%
Subtotal for APPROPRIATION ACCOUNT:			\$2,472.15	\$260,713.61	\$300,172.00	39,458.39		13.1%
Subtotal for Expenses			\$2,472.15	\$260,713.61	\$300,172.00	39,458.39		13.1%
Other Income								
REVENUE ACCOUNT								
1001.3	1001 - Real Property Tax		\$0.00	\$284,865.00	\$284,865.00	0.00		0.0%
2130.3	2130 - Refuse and Garbage Charges		\$0.00	\$0.00	\$500.00	500.00		100.0%
2300.3	2300 - Transportation Services		\$0.00	\$0.00	\$14,707.00	14,707.00		100.0%
2401.3	2401 - Interest & Earnings	\$12.37		\$114.41	\$100.00	(14.41)		(14.4)%
2651.3	2651 - Sale of Refuse for Recycling	\$460.95		\$460.95	\$0.00	(460.95)		0.0%
3960.3	3960 - State Aid Emergency Disaster Work	\$0.00		\$23,276.13	\$0.00	(23,276.13)		0.0%
4785.3	4785 - Federal Disaster Assistance	\$0.00		\$10,762.32	\$0.00	(10,762.32)		0.0%
Subtotal for REVENUE ACCOUNT:			\$473.32	\$319,478.81	\$300,172.00	(19,306.81)		(6.4)%
Subtotal for Other Income			\$473.32	\$319,478.81	\$300,172.00	(19,306.81)		(6.4)%

Operating Statement for the Period Ending					Year - To - Date	
Current	9/30/2018	Monthly Amount	Amount	Budget	Variance	% Var
Net Amounts	(\$1,998.83)		\$8,765.20	\$0.00	(\$58,765.20)	0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending			9/30/2018	Year - To - Date			
Current			Monthly Amount	Amount	Budget	Variance	% Var
Fund: HIGHWAY FUND DB (TOWN OUTSIDE VILLAGE)							
Expenses							
APPROPRIATION ACCOUNT							
51101.4	5110.1 - General Repairs PS		\$21,398.88	\$116,494.53	\$110,000.00	(6,494.53)	(5.9)%
51104.4	5110.4 - General Repairs CE		\$8,352.04	\$29,832.59	\$125,000.00	95,167.41	76.1%
51122.4	5112.2 - Permanent Improvement EQ		\$126,826.62	\$158,040.71	\$104,613.00	(53,427.71)	(51.1)%
90108.4	9010.8 - State Retirement		\$0.00	\$0.00	\$21,000.00	21,000.00	100.0%
90308.4	9030.8 - Social Security (Town Share)		\$1,596.27	\$8,479.68	\$8,415.00	(64.68)	(0.8)%
90408.4	9040.8 - Workers Comp		\$0.00	\$0.00	\$17,000.00	17,000.00	100.0%
90558.4	9055.8 - Disability Insurance		\$0.00	\$220.74	\$110.00	(110.74)	(100.7)%
90608.4	9060.8 - Medical Insurance (Town Share)		\$4,883.15	\$41,884.54	\$55,000.00	13,115.46	23.8%
Subtotal for APPROPRIATION ACCOUNT:			\$163,056.96	\$354,952.79	\$441,138.00	86,185.21	19.5%
Subtotal for Expenses			\$163,056.96	\$354,952.79	\$441,138.00	86,185.21	19.5%
Other Income							
REVENUE ACCOUNT							
1120.4	1120 - Non-Property Tax Distribution by County		\$0.00	\$321,718.00	\$321,718.00	0.00	0.0%
2300.4	2300 - Transportation Services		\$0.00	\$0.00	\$14,707.00	14,707.00	100.0%
2401.4	2401 - Interest & Earnings		\$0.00	\$86.69	\$100.00	13.31	13.3%
3501.4	3501 - State Aid/CHIPS		\$0.00	\$0.00	\$104,613.00	104,613.00	100.0%
Subtotal for REVENUE ACCOUNT:			\$0.00	\$321,804.69	\$441,138.00	119,333.31	27.1%
Subtotal for Other Income			\$0.00	\$321,804.69	\$441,138.00	119,333.31	27.1%
Net Amounts			(\$163,056.96)	(\$33,148.10)	\$0.00	\$33,148.10	0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending			9/30/2018	Year - To - Date	
Current	Monthly Amount	Amount	Budget	Variance	% Var
Fund: FIRE PROTECTION DISTRICT SF					
Expenses					
APPROPRIATION ACCOUNT					
34104.5	3410.4 - Fire Protection CE	\$1,958.00	\$373,063.49	\$446,659.00	73,595.51 16.5%
Subtotal for APPROPRIATION ACCOUNT:		\$1,958.00	\$373,063.49	\$446,659.00	73,595.51 16.5%
Subtotal for Expenses		\$1,958.00	\$373,063.49	\$446,659.00	73,595.51 16.5%
Other Income					
REVENUE ACCOUNT					
1001.5	1001 - Real Property Tax	\$0.00	\$446,659.29	\$446,659.00	(0.29) 0.0%
Subtotal for REVENUE ACCOUNT:		\$0.00	\$446,659.29	\$446,659.00	(0.29) 0.0%
Subtotal for Other Income		\$0.00	\$446,659.29	\$446,659.00	(0.29) 0.0%
Net Amounts		(\$1,958.00)	\$73,595.80	\$0.00	(\$73,595.80) 0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending				Year - To - Date		
Current		9/30/2018	Monthly Amount	Amount	Budget	Variance % Var
Fund: QUAKER ST. SL1						
Expenses						
APPROPRIATION ACCOUNT						
51824.6	5182.4 - Street Lighting CE		\$349.38	\$3,525.74	\$7,000.00	3,474.26 49.6%
	Subtotal for APPROPRIATION ACCOUNT:		\$349.38	\$3,525.74	\$7,000.00	3,474.26 49.6%
	Subtotal for Expenses		\$349.38	\$3,525.74	\$7,000.00	3,474.26 49.6%
Other Income						
REVENUE ACCOUNT						
1001.6	1001 - Real Property Tax		\$0.00	\$7,000.02	\$7,000.00	(0.02) 0.0%
	Subtotal for REVENUE ACCOUNT:		\$0.00	\$7,000.02	\$7,000.00	(0.02) 0.0%
	Subtotal for Other Income		\$0.00	\$7,000.02	\$7,000.00	(0.02) 0.0%
	Net Amounts		(\$349.38)	\$3,474.28	\$0.00	(\$3,474.28) 0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending				9/30/2018		Year - To - Date	
Current		Monthly Amount		Amount		Budget	
Fund: DUANESBURG SL2						Variance	
Expenses							
APPROPRIATION ACCOUNT							
51824.7	5182.4 - Street Lighting CE		\$713.61	\$7,223.97	\$12,500.00	5,276.03	42.2%
Subtotal for APPROPRIATION ACCOUNT:			\$713.61	\$7,223.97	\$12,500.00	5,276.03	42.2%
Subtotal for Expenses			\$713.61	\$7,223.97	\$12,500.00	5,276.03	42.2%
Other Income							
REVENUE ACCOUNT							
1001.7	1001 - Real Property Tax		\$0.00	\$12,500.03	\$12,500.00	(0.03)	0.0%
Subtotal for REVENUE ACCOUNT:			\$0.00	\$12,500.03	\$12,500.00	(0.03)	0.0%
Subtotal for Other Income			\$0.00	\$12,500.03	\$12,500.00	(0.03)	0.0%
Net Amounts			(\$713.61)	\$5,276.06	\$0.00	(\$5,276.06)	0.0%

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE

DUNESBURG, NY 12056

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

Operating Statement for the Period Ending			9/30/2018	Year - To - Date			
Current			Monthly Amount	Amount	Budget	Variance	% Var
Fund: MARIAVILLE SL3							
Expenses							
APPROPRIATION ACCOUNT							
51824.8	5182.4 - Street Lighting CE		\$309.30	\$3,105.45	\$5,300.00	2,194.55	41.4%
	Subtotal for APPROPRIATION ACCOUNT:		\$309.30	\$3,105.45	\$5,300.00	2,194.55	41.4%
	Subtotal for Expenses		\$309.30	\$3,105.45	\$5,300.00	2,194.55	41.4%
Other Income							
REVENUE ACCOUNT							
1001.8	1001 - Real Property Tax		\$0.00	\$5,300.00	\$5,300.00	0.00	0.0%
	Subtotal for REVENUE ACCOUNT:		\$0.00	\$5,300.00	\$5,300.00	0.00	0.0%
	Subtotal for Other Income		\$0.00	\$5,300.00	\$5,300.00	0.00	0.0%
	Net Amounts		(\$309.30)	\$2,194.55	\$0.00	(\$2,194.55)	0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE

DUANESBURG, NY 12056

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

Operating Statement for the Period Ending				Year - To - Date	
Current		Monthly Amount	Amount	Budget	Variance % Var
Fund: CAPITAL PROJECTS- Van Patten Park H					
Other Income					
REVENUE ACCOUNT					
2401.10	2401 - Interest & Earnings	\$0.12	\$0.95	\$0.00	(0.95) 0.0%
Subtotal for REVENUE ACCOUNT:		\$0.12	\$0.95	\$0.00	(0.95) 0.0%
Subtotal for Other Income		\$0.12	\$0.95	\$0.00	(0.95) 0.0%
Net Amounts		\$0.12	\$0.95	\$0.00	(\$0.95) 0.0%

TOWN OF DUANESEBURG

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

Operating Statement for the Period Ending			9/30/2018	Year - To - Date			
Current			Monthly Amount	Amount	Budget	Variance	% Var
Fund: SD#3 Capital Projects H4							
Other Income							
REVENUE ACCOUNT							
2401.33	2401 - Interest & Earnings		\$6.23	\$63.94	\$0.00	(63.94)	0.0%
3990.33	3990 - Sewer Capital Projects		\$0.00	\$354,225.99	\$0.00	(354,225.99)	0.0%
Subtotal for REVENUE ACCOUNT:			\$6.23	\$354,289.93	\$0.00	(354,289.93)	0.0%
Subtotal for Other Income			\$6.23	\$354,289.93	\$0.00	(354,289.93)	0.0%
Net Amounts			\$6.23	\$354,289.93	\$0.00	(354,289.93)	0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending				Year - To - Date		
Current				Amount	Budget	Variance % Var
Fund: Delanson/Quaker Street SD#1 Operations				9/30/2018		
Monthly Amount						
Expenses						
APPROPRIATION ACCOUNT						
19904.66	1990.4 - Contingency Account	\$0.00	\$0.00	\$0.00	\$10,000.00	10,000.00 100.0%
81102.66	8110.2 - Sewer Administration EQ	\$0.00	\$0.00	\$0.00	\$100.00	100.00 100.0%
81104.66	8110.4 - Sewer Administration CE	\$229.38	\$229.38	\$8,634.53	\$10,100.00	1,465.47 14.5%
81202.66	8120.2 - Sanitary Sewers EQ	\$69.99	\$69.99	\$6,238.50	\$10,000.00	3,761.50 37.6%
81204.66	8120.4 - Sanitary Sewers CE	\$1,268.45	\$1,268.45	\$36,773.73	\$15,000.00	(21,773.73) (145.2)%
81301.66	8130.1 - Treatment/Disposal PS	\$2,845.09	\$2,845.09	\$28,499.52	\$36,986.00	8,486.48 22.9%
81302.66	8130.2 - Treatment/Disposal EQ	\$20.52	\$20.52	\$1,210.24	\$6,000.00	4,789.76 79.8%
81304.66	8130.4 - Treatment/Disposal CE	\$5,522.59	\$5,522.59	\$47,114.79	\$71,675.00	24,560.21 34.3%
90108.66	9010.8 - State Retirement	\$0.00	\$0.00	\$0.00	\$7,200.00	7,200.00 100.0%
90308.66	9030.8 - Social Security (Town Share)	\$201.27	\$201.27	\$2,033.05	\$2,830.00	796.95 28.2%
90408.66	9040.8 - Workers Comp	\$0.00	\$0.00	\$0.00	\$3,500.00	3,500.00 100.0%
90608.66	9060.8 - Medical Insurance (Town Share)	(\$26.69)	(\$26.69)	\$7,201.00	\$8,100.00	\$89.00 11.1%
97306.66	9730.6 - Bond Anticipation - Principal	\$0.00	\$0.00	\$129,000.00	\$129,000.00	0.00 0.0%
Subtotal for APPROPRIATION ACCOUNT:		\$10,130.60	\$10,130.60	\$266,705.36	\$310,491.00	43,785.64 14.1%
Subtotal for Expenses		\$10,130.60	\$10,130.60	\$266,705.36	\$310,491.00	43,785.64 14.1%
Other Income						
REVENUE ACCOUNT						
1001.66	1001 - Real Property Tax	\$0.00	\$0.00	\$310,441.92	\$310,441.00	(0.92) 0.0%
2401.66	2401 - Interest & Earnings	\$7.52	\$7.52	\$68.72	\$50.00	(18.72) (37.4)%
Subtotal for REVENUE ACCOUNT:		\$7.52	\$7.52	\$310,510.64	\$310,491.00	(19.64) 0.0%
Subtotal for Other Income		\$7.52	\$7.52	\$310,510.64	\$310,491.00	(19.64) 0.0%
Net Amounts		(\$10,123.08)	(\$10,123.08)	\$43,805.28	\$0.00	(\$43,805.28) 0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending			9/30/2018		
Current			Monthly Amount	Amount	Year - To - Date
				Budget	Variance % Var

Fund: Duanesburg SD#3 Operations

Expenses					
APPROPRIATION ACCOUNT					
81104.77	8110.4 - Sewer Administration CE	\$0.00	\$729.81	\$2,500.00	1,770.19 70.8%
81202.77	8120.2 - Sanitary Sewers EQ	\$0.00	\$374,760.24	\$500.00	(374,260.24) #####
81204.77	8120.4 - Sanitary Sewers CE	\$154.55	\$524.29	\$1,750.00	1,225.71 70.0%
81301.77	8130.1 - Treatment/Disposal PS	\$2,845.35	\$25,795.49	\$36,986.00	11,190.51 30.3%
81304.77	8130.4 - Treatment/Disposal CE	\$33.52	\$138.90	\$3,925.00	3,786.10 96.5%
90308.77	9030.8 - Social Security (Town Share)	\$201.11	\$1,824.52	\$2,830.00	1,005.48 35.5%
90408.77	9040.8 - Workers Comp	\$0.00	\$0.00	\$3,500.00	3,500.00 100.0%
97306.77	9730.6 - Bond Anticipation - Principal	\$0.00	\$0.00	\$90,000.00	90,000.00 100.0%
Subtotal for APPROPRIATION ACCOUNT:		\$3,234.53	\$403,773.25	\$141,991.00	(261,782.25) #####
Subtotal for Expenses		\$3,234.53	\$403,773.25	\$141,991.00	(261,782.25) #####

Other Income

REVENUE ACCOUNT					
1001.77	1001 - Real Property Tax	\$0.00	\$90,000.37	\$90,000.00	(0.37) 0.0%
2590.77	2590 - Permits - Septic	\$1,820.00	\$12,160.00	\$51,991.00	39,831.00 76.6%
3990.77	3990 - Sewer Capital Projects	\$0.00	\$156,000.00	\$0.00	(156,000.00) 0.0%
Subtotal for REVENUE ACCOUNT:		\$1,820.00	\$258,160.37	\$141,991.00	(116,169.37) (81.8)%
Subtotal for Other Income		\$1,820.00	\$258,160.37	\$141,991.00	(116,169.37) (81.8)%
Net Amounts		(\$1,414.53)	(\$145,612.88)	\$0.00	\$145,612.88 0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending			9/30/2018		Year - To - Date		
Current			Monthly Amount	Amount	Budget	Variance	% Var
Fund: Mariaville SD#2 Operations							
Expenses							
APPROPRIATION ACCOUNT							
19904.88	1990.4 - Contingency Account		\$0.00	\$0.00	\$2,500.00	2,500.00	100.0%
81102.88	8110.2 - Sewer Administration EQ		\$0.00	\$0.00	\$250.00	250.00	100.0%
81104.88	8110.4 - Sewer Administration CE		\$229.37	\$6,832.31	\$8,000.00	1,167.69	14.6%
81202.88	8120.2 - Sanitary Sewers EQ		\$69.99	\$6,219.26	\$5,000.00	(1,219.26)	(24.4)%
81204.88	8120.4 - Sanitary Sewers CE		\$3,970.98	\$19,569.44	\$28,000.00	8,430.56	30.1%
81301.88	8130.1 - Treatment/Disposal PS		\$2,844.96	\$26,972.64	\$36,986.00	10,013.36	27.1%
81302.88	8130.2 - Treatment/Disposal EQ		\$20.53	\$1,204.27	\$3,000.00	1,795.73	59.9%
81304.88	8130.4 - Treatment/Disposal CE		\$10,071.24	\$37,700.02	\$62,175.00	24,474.98	39.4%
90108.88	9010.8 - State Retirement		\$0.00	\$0.00	\$7,200.00	7,200.00	100.0%
90308.88	9030.8 - Social Security (Town Share)		\$201.28	\$1,916.18	\$2,830.00	913.82	32.3%
90408.88	9040.8 - Workers Comp		\$0.00	\$0.00	\$3,500.00	3,500.00	100.0%
90608.88	9060.8 - Medical Insurance (Town Share)		(\$26.68)	\$7,200.99	\$8,100.00	899.01	11.1%
97306.88	9730.6 - Bond Anticipation - Principal		\$0.00	\$155,000.00	\$155,000.00	0.00	0.0%
Subtotal for APPROPRIATION ACCOUNT:			\$17,381.67	\$262,615.11	\$322,541.00	\$59,925.89	18.6%
Subtotal for Expenses			\$17,381.67	\$262,615.11	\$322,541.00	\$59,925.89	18.6%

Other Income							
REVENUE ACCOUNT							
1001.88	1001 - Real Property Tax		\$0.00	\$322,214.01	\$322,491.00	276.99	0.1%
2401.88	2401 - Interest & Earnings		\$5.53	\$93.02	\$50.00	(43.02)	(\$6.0)%
2690.88	2690 - Other Compensation for Loss		\$300.00	\$300.00	\$0.00	(300.00)	0.0%
Subtotal for REVENUE ACCOUNT:			\$305.53	\$322,607.03	\$322,541.00	(66.03)	0.0%
Subtotal for Other Income			\$305.53	\$322,607.03	\$322,541.00	(66.03)	0.0%

Operating Statement for the Period Ending 9/30/2013				Year - To - Date	
Current	Net Amounts	Monthly Amount	Amount	Budget	Variance % Var
			\$59,991.92	\$0.00	(\$59,991.92) 0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending			9/30/2018	Year - To - Date		
Current			Monthly Amount	Amount	Budget	Variance % Var
Fund: TRUST & AGENCY FUND TE						
Expenses						
APPROPRIATION ACCOUNT						
34108.97	3410.8 - Service Award - Employee Benefit	\$0.00		\$87,542.00	\$0.00	(87,542.00) 0.0%
Subtotal for APPROPRIATION ACCOUNT:		\$0.00		\$87,542.00	\$0.00	(87,542.00) 0.0%
Subtotal for Expenses		\$0.00		\$87,542.00	\$0.00	(87,542.00) 0.0%
Other Income						
REVENUE ACCOUNT						
1001.97	1001 - Real Property Tax	\$0.00		\$1,500.00	\$0.00	(1,500.00) 0.0%
2401.97	2401 - Interest & Earnings	\$0.08		\$4.68	\$0.00	(4.68) 0.0%
Subtotal for REVENUE ACCOUNT:		\$0.08		\$1,504.68	\$0.00	(1,504.68) 0.0%
Subtotal for Other Income		\$0.08		\$1,504.68	\$0.00	(1,504.68) 0.0%
Net Amounts		\$0.08		(\$86,037.32)	\$0.00	\$86,037.32 0.0%

TOWN OF DUANESBURG

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

Operating Statement for the Period Ending				Year - To - Date	
Current				Budget	Variance % Var
Fund: TRUST & AGENCY FUND TA					
Other Income					
REVENUE ACCOUNT					
2401.99	2401 - Interest & Earnings	\$0.35	\$3.17	\$0.00	(3.17) 0.0%
Subtotal for REVENUE ACCOUNT:		\$0.35	\$3.17	\$0.00	(3.17) 0.0%
Subtotal for Other Income		\$0.35	\$3.17	\$0.00	(3.17) 0.0%
Net Amounts		\$0.35	\$3.17	\$0.00	(3.17) 0.0%

Vouchers to be Paid

October 25, 2018

General Fund:#352-367	\$21,487.01
SD#1: #108-113	\$2,976.52
SD#2: #116-118	\$832.64
Highway #163-175	\$11,085.72
Total Vouchers to be Paid=	<hr/> \$36,381.89

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. 16-2018

October 25, 2018

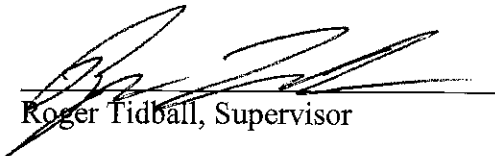
WHEREAS, the Town of Duanesburg has applied to the Dormitory Authority of the State of New York (DASNY) for State and Municipal Facilities Program (SAM) Grant 7446, Upgrades to Sewer District #3;


WHEREAS, the Town of Duanesburg was selected to receive a SAM grant in the amount of \$50,000 (the "SAM Grant");

WHEREAS, to receive SAM Grant, the Town of Duanesburg Town Supervisor must execute the Grant Disbursement Agreement ("GDA"), attached hereto.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves and authorizes the Town Supervisor and Town Board member John Ganther to execute the GDA.

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


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council members Ganther, Potter & Senecal
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
Jeff Senecal	<input checked="" type="radio"/> Yea	Nay	Abstain



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

October 15, 2018

VIA OVERNIGHT MAIL

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

RECEIVED
OCT 16 2018
TOWN OF DUANESBURG
TOWN CLERK

SUBJECT: *State and Municipal Facilities Program ("SAM")
Upgrades to Sewer District #3
Project ID: # 7446*

Dear Mr. Tidball:

As you are aware, the Town of Duanesburg has been selected in accordance with procedures required to receive a State and Municipal Facilities Program ("SAM") grant in the amount of \$50,000. The project for which the Grant will be utilized is the upgrades to Sewer District #3.

Our records indicate that you have fulfilled all of the criteria necessary to receive a SAM Grant as set forth in the authorizing legislation for SAM.

Enclosed please find two (2) execution copies of the Grant Disbursement Agreement (the "GDA"). For your convenience a *Grant Disbursement Agreement Checklist* is being provided to assist you. Please execute and date two (2) original GDAs and return them in their entirety to:

Grants Administration
DASNY
515 Broadway
Albany, New York 12207

CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0098

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

DORMITORY AUTHORITY STATE OF NEW YORK

**WE FINANCE, BUILD AND
DELIVER.**

www.dasny.org



DASNY

Page 2

Please note that certain exhibits to the Grant Disbursement Agreement must be completed prior to the disbursement of any grant funds, including:

Exhibit A: Project Budget: Please verify that the purpose and use of the Grant funds as described substantially comply with the description and budget provided by the Town of Duanesburg in its Preliminary Application. Any deviation in purpose or use must be separately indicated and explained. Failure to do so may delay the processing of the GDA. **Please be sure to include anticipated project start and end dates relating to each task.**

Exhibit B: Opinion of Counsel: Please be sure that the opinion of counsel returned by the grantee substantially conforms to the template provided in Exhibit B and contains an original signature on the Attorney's letterhead.

Exhibit C: Grantee Questionnaire: The Grantee Questionnaire we have on file is over a year old. Please complete a new Grantee Questionnaire to be attached as Exhibit C in the GDA. Please email grants@dasny.org if you would like the electronic fill-in version of this form.

Once the execution copies, completed exhibits and Grantee Questionnaire are returned to the Dormitory Authority of the State of New York ("DASNY"), we will ensure that they are completed properly and continue to satisfy the requirements of the SAM program. Upon DASNY's satisfactory review, a fully executed GDA will be returned to you. It is at that time you may begin the requisition process.

Please note that there is a provision in the Grant Disbursement Agreement that states all contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

Should you or your attorney have any questions concerning the enclosed document, please call (518) 257-3177.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Tammy Knott".

Tammy Knott
Grant Administrator

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY")
Grant Disbursement Agreement (GDA) Checklist

PLEASE READ BEFORE COMPLETING THE GDA

**PLEASE follow and return this checklist to ensure proper completion
and timely execution of the GDA.**

Please notify grants@dasny.org if the GDAs will not be returned within 30 days.

Please be sure that **Two (2)** Grant Disbursement Agreements are returned to DASNY with the following:

Page 11 – Signature Page

One Authorized Officer signed both copies of the GDA <u>A stamped or electronic signature will not be accepted.</u>	
Authorized Signatory of the Grantee clearly identified and printed	
Authorized Signatory dated signature	

Page 13 – Exhibit A: Project Budget:

Project and budget identifies project outlined in your Preliminary Application or Project Information Sheet <u>Please note</u> that DASNY tries to simplify the task description so that modifications may be minimized on a forward going basis.	
Start and End Date entered	

Page 14 – Exhibit B: Opinion of Counsel

The Opinion of Counsel is original, on the attorney's letterhead and the attorney is a NYS Registered Attorney	
The date of Opinion of Counsel letter is dated the same date, or after the date the GDA was signed by the Authorized Signatory on page 11.	
The attorney correctly inserted the date the GDA was signed by the Authorized Signatory on page 11 of the GDA in the first paragraph (if template Opinion used).	
The attorney has removed one of the statements in the template letter. <i>"The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York]..."</i>	

Page 15 – Exhibit C: Grantee Questionnaire

Is the Grantee Questionnaire less than a year old? <i>Please note that if the Grantee Questionnaire is more than a year old, then DASNY may request a new Grantee Questionnaire be completed.</i>	
If the Grantee Questionnaire is more than a year old, please email Grants@dasny.org to request a template Grantee Questionnaire to submit with the GDA.	
If completing a new Grantee Questionnaire, all questions have been answered and all attachments appended.	
If completing a new Grantee Questionnaire please be sure the Grantee Questionnaire is signed prior to the GDA being signed on page 11. <i>If the date falls after the Authorized signatory date we will not accept the GQ.</i>	

PRIOR TO RETURNING GDA TO DASNY:

Please return two original GDAs pages 1-23 and include all attachments thereafter including this checklist.	
Please note that completion of the requisition exhibits (Exhibits E, E-1 and E-2) and submission of back up documentation is not necessary when returning the GDAs to DASNY for execution.	
Mall the two GDAs, checklist and Grantee Questionnaire to: DASNY Grants Administration 515 Broadway Albany, NY 12207	

Grant Programs
Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL
PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGALLY INC. NAME): _____
2. FEDERAL EMPLOYER ID NO. (FEIN): _____
3. D/B/A - DOING BUSINESS AS (IF APPLICABLE): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (IF APPLICABLE): _____
5. BUSINESS E-MAIL ADDRESS: _____
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
7. TELEPHONE NUMBER: _____ 7. FAX NUMBER: _____
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?
☐ YES ☐ NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:
NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
E-MAIL: _____
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? _____

Grantee FEIN: _____

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) ☐ BUSINESS CORPORATION
- b) ☐ PUBLIC RESEARCH INSTITUTION
- c) ☐ ACADEMIC RESEARCH INSTITUTION
- d) ☐ NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) ☐ NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) ☐ NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) ☐ LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) ☐ MUNICIPALITY
- i) ☐ UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) ☐ OTHER - SPECIFY _____

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS
CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:
☐ YES ☐ NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY
PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE
REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS
EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED
TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE
AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS GRANT PROGRAMS GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? ☐ YES ☐ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? ☐ YES ☐ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? ☐ YES ☐ NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE _____.

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? ☐ YES ☐ NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.
☐ YES ☐ NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. ☐ N/A

3. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? ☐ YES ☐ NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? ☐ YES ☐ NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? ☐ YES ☐ NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? ☐ YES ☐ NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? ☐ YES ☐ NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? ☐ YES ☐ NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? ☐ YES ☐ NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? ☐ YES ☐ NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? ☐ YES ☐ NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? ☐ YES ☐ NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? ☐ YES ☐ NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? ☐ YES ☐ NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? ☐ YES ☐ NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS ☐ YES ☐ NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION ☐ YES ☐ NO
 - COVERAGE OR CLAIM REQUIREMENTS ☐ YES ☐ NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) ☐ YES ☐ NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS ☐ YES ☐ NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS ☐ YES ☐ NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? ☐ YES ☐ NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? ☐ YES ☐ NO

FOR EACH YES ANSWER TO QUESTIONS 3A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

4. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? ☐ YES ☐ NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? ☐ YES ☐ NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ YES ☐ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? ☐ YES ☐ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

5. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? ☐ YES ☐ NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Signature of Authorized Officer

Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Printed Name of Authorized Officer

Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Title of Authorized Officer

Sworn to before me this ____ day
of _____, 201__.

Sworn to before me this ____ day
of _____, 201__.

Notary Public

Notary Public

AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of _____

(hereinafter the "Grantee"),
which is currently entering in a Grant Disbursement Agreement with DASNY.
2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six
months notarized by the Grantee on _____ in connection with the

(Grant Program) for

(Project).
3. Attached is an accurate and true copy of such previously submitted DASNY Grantee
Questionnaire.
4. I hereby certify that there has been no material change in the information pertaining to
the Grantee Questionnaire:

NAME

TITLE

Sworn before me this

_____ day of _____

Notary Public

This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and is made on the terms and by the parties listed below
and relates to the Project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK ("DASNY"):**

515 Broadway
Albany, New York 12207
Contact: Sara Richards, Esq.
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE:

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056
Contact: Mr. Roger Tidball

Phone: (518) 895-8920
Fax: (518) 895-8171

THE PROJECT:

Upgrades to Sewer District #3

PROJECT LOCATION:

Hamlet of Duanesburg at NYS Routes 7 &
20, West along Route 7 to Cole Road

GRANT AMOUNT:

\$50,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

04/11/2017

DATE GDA SENT TO GRANTEE:

10/15/18

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

PROJECT ID #: 7446
FMS#: 162675
GranteeID: 3736
GrantID: 8561

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds;

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
 - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

- (2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- (3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- (4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- (5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).
- (c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- (d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- (e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (f) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any

ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
- (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - (vi) The Grantee abandons the Project prior to its completion.
 - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
 - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
 - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: TOWN OF DUANESBURG

(Signature)

(Printed name and title)

Date:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

Town of Duanesburg
Upgrades to Sewer District #3
Project ID 7446

USE OF FUNDS	TIMELINE		SOURCES				TOTAL
	Anticipated Dates		DASNY Share	In-Kind/Equity/Sponsor		Other Sources	
TASKS*	Start	End	Amount	Source Name	Amount	Entity Name	Amount
Upgrades to Sewer District #3			\$50,000	NYS Environmental Facilities Corporation BAN	\$2,200,000	NYS Environmental Facilities Corporation Grant	\$750,000
	Total Project Cost		\$50,000		\$2,200,000		\$750,000
							\$3,000,000

* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

DASNY
515 Broadway
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: State and Municipal Facilities Program ("SAM") Grant
Upgrades to Sewer District #3
Project ID 7446*

Ladies and Gentlemen:

I have acted as counsel to Town of Duanesburg (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on ***[Insert date Agreement executed by Grantee]*** (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

EXHIBIT C: Grantee Questionnaire

EXHIBIT D: Disbursement Terms

Town of Duaneburg
Upgrades to Sewer District #3
Project ID 7446

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Duanesburg
Upgrades to Sewer District #3
Project ID 7446

For Office Use Only:

FMS#: 162675

GranteeID: 3736

GrantID: 8561

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

- * Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a State and Municipal Facilities Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Duanesburg, for Project # 7446.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # [redacted] attached hereto in the amount of \$ [redacted] for which Town of Duanesburg, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Duanesburg (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on Invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Duanesburg. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply)**:
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-1: Payment Requisition Cover Letter
ON GRANTEE'S LETTERHEAD

Date _____

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Upgrades to Sewer District #3
Project No. 7446*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
OR		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose. The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at () _____.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #:	Task Description:
1	1. Review the project charter and scope statement.
2	2. Identify the project goals and objectives.
3	3. Determine the project stakeholders and their interests.
4	4. Develop a project management plan.
5	5. Implement the project management plan.
6	6. Monitor and control the project.
7	7. Close the project.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

[illegible]

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #:	Task Description:
1	Identify the main purpose of the document.
2	Summarize the key findings of the study.
3	Discuss the implications of the research for future studies.
4	Evaluate the strengths and weaknesses of the methodology used.
5	Compare the results of this study with those of previous research.
6	Identify the limitations of the study and suggest ways to address them.
7	Discuss the ethical considerations of the research.
8	Provide a conclusion and recommendations for practice.
9	Identify the key terms and concepts used in the document.
10	Discuss the significance of the research for the field.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 162-2018


October 25, 2018

WHEREAS, the Town has received a questionnaire from the New York State Department of Environmental Conservation ("DEC") regarding the Mariaville Wastewater Treatment Plant (the "Questionnaire"); and


WHEREAS, the DEC has directed the Town to complete and execute the Questionnaire.

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Town Supervisor to complete and execute the Questionnaire for submission to DEC.

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



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

10/28/18

Date

10/28/18

Date

Present: Councilmembers Ganther, Potter & Senecal, Supervisor Tidball
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
Jeff Senecal	<input checked="" type="radio"/> Yea	Nay	Abstain

Grant Programs

Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL
PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGALLY INC. NAME): Town of Duaneburg
2. FEDERAL EMPLOYER ID NO. (FEIN): 14-6006212
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (IF APPLICABLE): http://duaneburg.net/
5. BUSINESS E-MAIL ADDRESS: rtidball@duaneburg.net
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 5853 Western Turnpike, Duaneburg, NY 12056
7. TELEPHONE NUMBER: (518) 895-8920 7. FAX NUMBER: (518) 895-8171
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?

☐ YES ☒ NO

If **yes**, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:
NAME: Roger Tidball
TITLE: Town Supervisor
TELEPHONE NUMBER: 518-895-8920 FAX NUMBER: 518-895-8171
E-MAIL: rtidball@duaneburg.net
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 200+

Grantee FEIN: 14-6002612

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) ☐ BUSINESS CORPORATION
- b) ☐ PUBLIC RESEARCH INSTITUTION
- c) ☐ ACADEMIC RESEARCH INSTITUTION
- d) ☐ NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) ☐ NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) ☐ NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) ☐ LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) ☒ MUNICIPALITY
- i) ☐ UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) ☐ OTHER – SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS
CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:
☐ YES ☒ NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY
PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE
REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS
EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED
TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE
AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? ☐ YES ☒ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? ☐ YES ☒ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? ☒ YES ☐ NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. _____.

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? ☐ YES ☒ NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

☒ YES ☐ NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. ☐ N/A

3. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? ☐ YES ☒ NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? ☐ YES ☒ NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? ☐ YES ☒ NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? ☐ YES ☒ NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? ☐ YES ☒ NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? ☐ YES ☒ NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? ☐ YES ☒ NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? ☐ YES ☒ NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? ☐ YES ☒ NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? ☐ YES ☒ NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? ☐ YES ☒ NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? ☐ YES ☒ NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? ☒ YES ☐ NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS ☐ YES ☒ NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION ☐ YES ☒ NO
 - COVERAGE OR CLAIM REQUIREMENTS ☐ YES ☒ NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) ☐ YES ☒ NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS ☐ YES ☒ NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS ☐ YES ☒ NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? ☐ YES ☒ NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? ☐ YES ☒ NO

FOR EACH YES ANSWER TO QUESTIONS 3A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

4. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? ☐ YES ☒ NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? ☐ YES ☒ NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ YES ☒ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? ☐ YES ☒ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

5. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? ☐ YES ☒ NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/H/E HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Signature of Authorized Officer

John Ganther

Printed Name of Authorized Officer

Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Roger Tidball

Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Town Councilman

Title of Authorized Officer

Sworn to before me this ____ day
of _____, 201__.

Sworn to before me this ____ day
of _____, 201__.

Notary Public

Notary Public

AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of _____

(hereinafter the "Grantee"),
which is currently entering in a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six
months notarized by the Grantee on _____ in connection with the

(Grant Program) for

(Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee
Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to
the Grantee Questionnaire:

NAME

TITLE

Sworn before me this

_____ day of _____,

Notary Public

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Duanesburg
Upgrades to Sewer District #3
Project ID 7446

For Office Use Only:

FMS#: 162675

GranteeID: 3736

GrantID: 8561

Payment Request # 1

For work completed between 6 / 28 / 2016 and 10 / 24 / 2016

THIS REQUEST:

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
1	\$50,000	\$50,000	\$0	\$0
TOTAL:	\$50,000	\$50,000	\$0	\$0

- * Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a State and Municipal Facilities Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Duanesburg, for Project # 7446.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # 1 attached hereto in the amount of \$ 50,000 for which Town of Duanesburg, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Duanesburg (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Duanesburg. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☒ Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Roger Tidball

Title: _____

Town Supervisor

Authorized Officer Signature: _____

Date: _____

Print Name: _____

John Ganther

Title: _____

Town Councilman

EXHIBIT E-1: Payment Requisition Cover Letter
ON GRANTEE'S LETTERHEAD

Date _____

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: *State and Municipal Facilities Program ("SAM") Grant*
Upgrades to Sewer District #3
Project No. 7446

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR		
2)	<input checked="" type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
OR		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose. The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at (518 895-8920).

Signature: _____

Print Name: Roger Tidball

Title: Town Supervisor

EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaed by task #. Please use additional sheets if necessary.

Task #: 1 Task Description: Improvements to Sewer District #3

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
Vacri Construction	1	\$50,000	
TOTAL Requested for Task:		\$50,000	(Transfer to Exhibit E)

Task #: Task Description:

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #: Task Description:

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division Of Water



APPLICATION FORM NY-2A

This form must be completed by all persons applying for a new OR modification of an existing SPDES permit for the discharge of wastewater from a publically owned treatment works (POTW).

SEE GENERAL INSTRUCTIONS INSIDE COVER

STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES)

GENERAL INSTRUCTIONS

1. New Permits - Some of the items in this form associated with effluent data are not pertinent to new discharges. Substitute, where appropriate, design data for the facility or your best estimate.
2. If you are filing this application to obtain a new permit or modification of an existing permit, it must be filed with the Regional Permit Administrator for the DEC region in which the discharge is located. The correct address and phone number can be determined from the attached Filing Locations page.

If you are filing this application in response to an Information Request under the Environmental Benefit Permit Strategy, please follow the filing instructions contained within the request.
3. Federal and state laws require that you obtain a permit to discharge any of the Priority Pollutants listed in Table NY-2A. If you have any influent and/or effluent monitoring information or other knowledge indicating the presence of these parameters, you must submit test results (for each identified parameter) conducted on at least one 24 hour composite sample taken within the last 3 years.
4. All sampling and analysis results submitted as part of this application must comply with the MONITORING, RECORDING AND REPORTING requirements of attachment 1.
5. Applications for certain modifications of a SPDES permit do not require all sections of this application to be completed. Exceptions are determined on an individual basis related to the applicability of the information required by this form to the requested modification, or the Departments need to evaluate the current permit for deficiencies. All applications for a permit modification must include a letter or other document describing (as applicable) the changes or planned changes in the nature of the discharge, a description and justification for any requested permit modification, and the reason why an exemption should be granted from completing and filing any (or all) sections/tables in this application form. You will be informed of what (if any) additional information must be provided.
6. The authorization in section III and the certification in section IV must be signed by the principal or executive officer or a ranking elected official. Authority to sign the application certification cannot be delegated to another person.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
State Pollutant Discharge Elimination System (SPDES)
MUNICIPAL APPLICATION FORM NY-2A
For New Permits & Permit Modifications

**I. PERMITTEE INFORMATION***Please type or print clearly*

SPDES Number: *	DEC Number: *	Current Permit Effective Date: *	Current Permit Expiration Date: *
NY	4-4220-00151/00001	7/1/2014	6/30/2019
Permittee Name: Town of Duanesburg			
REFER ALL CORRESPONDENCE TO:			
Name and Title: Roger Tidball - Town Supervisor			Phone (area code & number): (518) 895-8920
Street or P.O. Box: 5853 Western Turnpike			
City, Town or Village: Duanesburg	State: NY	Zip Code: 12056	

* Leave Blank if application is for a new discharge.

II. FACILITY INFORMATION

Facility Name: Mariaville Lake Sewer District #2		
Contact Name & Title: Andrew Dennis - Chief Operator		Phone (area code & number): (518) 895-8920
FACILITY LOCATION		
City, Town or Village: Duanesburg (T)	County: Schenectady	Specific Identifier: Mariaville Lake Sewer District 2
FACILITY MAILING ADDRESS		
Street, Route Number or Other Specific Identifier: Route 159		
City, Town or Village: Duanesburg	State: NY	Zip Code: 12056

III. DISCHARGE MONITORING REPORT (DMR) INFORMATION

(The authorizing person must be either a principal or executive officer or a ranking elected official)

Name and/or Title of person Responsible for signing and Submitting DMRs: Andrew Dennis - Chief Operator		Phone (area code & number): (518) 895-8920	
Mailing Name: Mariaville Lake Sewer District #2			
Mailing Address: 5853 Western Turnpike	City: Duanesburg	State: NY	Zip Code: 12056
Name & Title of Authorizing Person: Roger Tidball - Town Supervisor			
Signature of Authorizing Person:			Date Signed:

IV. CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in this application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Name & Official Title: Roger Tidball - Town Supervisor	Phone (area code & number): (518) 895-8920
Signature of Principal or Executive Officer or a Ranking Elected Official (only):	Date Signed:

V. TREATMENT PLANT INFORMATION:

Describe Treatment Process: *			
Treatment of wastewater consists of a manual bar screen, followed by dual train sequencing batch reactors, and effluent equalization tank, and finally rotating disc filters for tertiary treatment. Sludge from the SBR's is pumped to a aerobic digester and holding tank. It is periodically pumped and hauled offsite for disposal. Decant fluid from the digester, and backwash water from the disc filters, is sent to the head of the plant.			
Plant Design Flow:	0.1 MGD	Year Plant Began Operation:	2004
		Year of Latest Plant Revisions:	2004
PLANT DESIGN INFORMATION	INFLUENT (mg/l)	EFFLUENT (mg/l)	PERCENT REMOVAL (%)
BOD ₅	400 mg/l	5	98%
SUSPENDED SOLIDS	600 mg/l	5	99%
TKN / AMMONIA	85 mg/l / 35 mg/l	3.0 / 1.5	96% / 96%
PHOSPHORUS (as P)	16 mg/l	5.0	68%
Check Type of Discharge: <input checked="" type="checkbox"/> Surface Water <input type="checkbox"/> Ground Water <input type="checkbox"/> Other			
Explain "Other":			
Name of Receiving Water or Nearest Surface Water Body: Tributary of South Chuctanunda Creek			
Give Location(s) Where Sludge is Disposed: Schenectady			
Give Location(s) Where Grit is Disposed: Schenectady			
Is part or all of your discharge into a municipal transport system under another responsible organization? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, explain in an attachment. Give the names and address of the organization, the name of the plant receiving the flow, and the amount of flow)			
Have you applied for or received a State Revolving Fund (SRF) loan for construction or upgrade of the subject wastewater treatment facilities: System Construction was financed through CWSRF in 2004. No further upgrades financed through CWSRF since			
COLLECTION SYSTEM INFORMATION			
CHECK Type of Collection System: <input checked="" type="checkbox"/> Separate <input type="checkbox"/> Combined <input type="checkbox"/> Both Separate & Combined			
NAMES OF MUNICIPALITIES SERVED	POPULATION SERVED	TOTAL COLLECTION SYSTEM LENGTH (MILES)	TOTAL COMBINED SYSTEM LENGTH (MILES)
Mariaville Lake Sewer District #2	722 (2010 Census)	6.2	
TOTALS			

* Include a plant schematic diagram as an attachment to this application. Divide the schematic into wastewater treatment and sludge treatment.

VI. PLANT PERFORMANCE DATA: Provide effluent data for all items listed for which sampling has been conducted. This applies to parameters that may not be required to be measured by your permit, but samples were collected for other reasons and analyzed using 40CFR Part 136 techniques. (Effluent Values except where noted)

PARAMETER, UNITS		MONTHLY AVERAGES FOR THE LATEST 12 MONTH PERIOD												SAMPLING FREQUENCY	SAMPLE TYPE
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
Flow, MGD		.520	.534	.430	.612	.544	.498	.437	.275	.279	.266	.340	.327	Daily	
BOD ₅	Concentration, mg/l	-	10	7	4	<1	3	1	2	6	1	2	3	1/Monthly	
	Percent Removal	-	88	97	97	99	97	99	99	97	.99	99	98	1/Monthly	
S.S.	Concentration, mg/l	-	1	3	2	1	4	3	1	2	4	4	1	Daily	
	Percent Removal	-	99	99	99	99	95	97	99	99	98	97	99	Daily	
pH	Highest Day	7.6	7.7	7.7	7.6	7.4	7.6	7.7	7.9	7.5	7.6	7.6	7.7	Daily	
	Lowest Day	7.2	6.8	6.9	6.6	6.6	6.6	7.3	7.2	7.2	6.6	6.9	6.8	Daily	
Fecal Collform, No./100ml															
Cl ₂ Residual, mg/l															
Settleable Solids, ml/l		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Daily	
Ammonia, (as NH ₃), mg/l		-	2.80	1.20	3.30	0.80	0.70	0.90	1.20	2.20	0.90	0.80	1.60	1/Month	
TKN, mg/l															
Dissolved Oxygen, mg/l		8.2	7.3	7.5	7.7	7.5	7.7	7.6	7.8	7.7	7.8	8.3	8.1	Weekly	
Phosphorus (as P), mg/l		-	-	-											
Temperature, <input checked="" type="checkbox"/> °F ^{Circle One}		6	5	4	6	10	13	15	16	16	15	11	7	Daily	
Total Collform, No./100 ml															
COD, mg/l															
TOC, mg/l															
Total Solids, mg/l															
Total Dissolved Sollds, mg/l															
Nitrate, mg/l															
Nitrite, mg/l															

**VII. OUTFALL, OVERFLOW
AND BYPASS
INFORMATION:**

Complete a set of questions for each discharge. Include pump station overflows and frequently occurring sewer surcharges that either run overland to the stream or are relieved by pumping to a receiving stream. Use additional pages if necessary. Where the sewer system upstream of a discharge is a separate system, please note that the discharge is a bypass. Where the sewer system upstream of a discharge is a combined system, please note that the discharge is an overflow. Attach a map or maps showing the location of each outfall listed below. The maps must be on 8 1/2 X 11 inch paper and must be clearly labeled with the outfall numbers.

OUTFALL NO.:	MAIN OUTFALL FROM TREATMENT PLANT									
Outfall Location:										
Street: Rt 159			City: Duanesburg				County: Schenectady			
Name of Receiving Waters: Trib of South Chuctanunda Creek			Class: C	Latitude: Deg. Min. Sec. 42 / 49 / 60			Longitude: Deg. Min. Sec. 74 / 09 / 40			
OUTFALL NO.:	Type:	<input type="checkbox"/> Overflow (From combined sewers)			Frequency of discharge:			Average Duration of Discharge:		
		<input type="checkbox"/> Bypass (From separate sewers)			_____ Occurrences / month			_____ Hours		
Outfall Location:										
Street:			City:				County:			
Name of Receiving Waters:			Class:	Latitude: Deg. Min. Sec.			Longitude: Deg. Min. Sec.			
Is Treatment Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, describe:										
OUTFALL NO.:	Type:	<input type="checkbox"/> Overflow (From combined sewers)			Frequency of discharge:			Average Duration of Discharge:		
		<input type="checkbox"/> Bypass (From separate sewers)			_____ Occurrences / month			_____ Hours		
Outfall Location:										
Street:			City:				County:			
Name of Receiving Waters:			Class:	Latitude: Deg. Min. Sec.			Longitude: Deg. Min. Sec.			
Is Treatment Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, describe:										
OUTFALL NO.:	Type:	<input type="checkbox"/> Overflow (From combined sewers)			Frequency of discharge:			Average Duration of Discharge:		
		<input type="checkbox"/> Bypass (From separate sewers)			_____ Occurrences / month			_____ Hours		
Outfall Location:										
Street:			City:				County:			
Name of Receiving Waters:			Class:	Latitude: Deg. Min. Sec.			Longitude: Deg. Min. Sec.			
Is Treatment Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, describe:										
OUTFALL NO.:	Type:	<input type="checkbox"/> Overflow (From combined sewers)			Frequency of discharge:			Average Duration of Discharge:		
		<input type="checkbox"/> Bypass (From separate sewers)			_____ Occurrences / month			_____ Hours		
Outfall Location:										
Street:			City:				County:			
Name of Receiving Waters:			Class:	Latitude: Deg. Min. Sec.			Longitude: Deg. Min. Sec.			
Is Treatment Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, describe:										

VIII. SIGNIFICANT INDUSTRIAL USER:

Fill in a separate item for each significant industrial user. Use as many pages as necessary. See attachment 2 for a definition of a significant industrial user.

Company Name:	Average Flow: _____ MGD	Phone No.: ()
Address:		SIC Code*:
Brief Description Of Industry: None		
<hr/>		
Company Name:	Average Flow: _____ MGD	Phone No.: ()
Address:		SIC Code*:
Brief Description Of Industry:		
<hr/>		
Company Name:	Average Flow: _____ MGD	Phone No.: ()
Address:		SIC Code*:
Brief Description Of Industry:		
<hr/>		
Company Name:	Average Flow: _____ MGD	Phone No.: ()
Address:		SIC Code*:
Brief Description Of Industry:		
<hr/>		
Company Name:	Average Flow: _____ MGD	Phone No.: ()
Address:		SIC Code*:
Brief Description Of Industry:		

*Standard Industrial Classification Codes (SIC Code) may be obtained from the 1978 Edition of the Standard Industrial Classification Manual available from the Government Printing Office, Washington D.C. A copy will be available at many public libraries and a copy is available for inspection at the New York Department of Environmental Conservation Central Office, 625 Broadway, Albany, NY 12233-3505. Most industries will know the SIC code applicable to their facility.

TABLE NY-2A (Priority Pollutants)

INSTRUCTIONS

1. All data must be entered as both concentration and mass based on the effluent flow during the sampling period.
2. The priority pollutant scan data in Section 2 must be from the latest scan conducted during the last 3 years. If you have data from more than 1 scan during the last 3 years, enter the information under effluent data in Section 3. When tests for any of the parameters listed below fails to give a positive result, enter the detection level under the concentration column in Section 2. (For example: <2.)
3. If you conduct routine analysis for any of the parameters listed below, complete Section 3 using the last 3 years data.

1. POLLUTANT AND CAS NUMBER (If available)	2. PRIORITY POLLUTANT SCAN DATA		3. EFFLUENT DATA						4. UNITS		
			MAXIMUM DAILY VALUE		MAXIMUM 30 DAY VALUE		LONG TERM AVRG. VALUE		No. of Analyses	Concen- tration	Mass
	Concentration	Mass	Concentration	Mass	Concentration	Mass	Concentration	Mass			
METALS, CYANIDE, AND TOTAL PHENOLS											
1M. Antimony, Total (7440-36-0)											
2M. Arsenic, Total (7440-38-2)											
3M. Beryllium, Total (7440-41-7)			We do not have influent and/or effluent monitoring information								
4M. Cadmium, Total (7440-43-8)			or other knowledge indicating the presence of these parameters								
5M. Chromium, Total (7440-43-8)											
6M. Copper, Total (7440-50-8)											
7M. Lead, Total (7439-92-1)											
8M. Mercury, Total (7439-97-8)											
9M. Nickel, Total (7440-02-0)											
10M. Selenium, Total (7782-49-2)											
11M. Silver, Total (7440-22-0)											
12M. Thallium, Total (7440-28-0)											
13M. Zinc, Total (7440-68-6)											
14M. Cyanide, Total (57-12-5)											
15M. Phenols, Total											

1. POLLUTANT AND CAS NUMBER (if available)	2. PRIORITY POLLUTANT SCAN DATA		3. EFFLUENT DATA						4. UNITS		
			MAXIMUM DAILY VALUE		MAXIMUM 30 DAY VALUE		LONG TERM AVRG. VALUE		No. of Analyses	Concen- tration	Mass
	Concentration	Mass	Concentration	Mass	Concentration	Mass	Concentration	Mass			
DIOXIN											
2,3,7,8-Tetra-Chlorodibenzo-P- Dioxin (1784-01-6)											
GC/MS FRACTION - VOLATILE COMPOUNDS											
1V. Acrolein (107-02-6)											
2V. Acrylonitrile (107-13-1)											
3V. Benzene (71-43-2)											
4V. Bis (Chloromethyl) Ether (542-88-1)											
5V. Bromoform (75-25-2)											
6V. Carbon Tetrachloride (58-23-5)											
7V. Chlorobenzene (108-90-7)											
8V. Chlorodibromomethane (124-48-1)											
9V. Chloroethane (75-00-3)											
10V. 2-Chloroethylvinyl Ether (110-75-8)											
11V. Chloroform (67-66-3)											
12V. Dichlorobromomethane (75-27-4)											
13V. Dichlorodifluoromethane (75-71-8)											
14V. 1,1-Dichloroethane (75-34-3)											
15V. 1,2-Dichloroethane (107-06-2)											
16V. 1,1-Dichloroethylene (75-34-4)											
17V. 1,2-Dichloropropane (78-87-5)											

1. POLLUTANT AND CAS NUMBER (if available)	2. PRIORITY POLLUTANT SCAN DATA		3. EFFLUENT DATA							4. UNITS	
			MAXIMUM DAILY VALUE		MAXIMUM 30 DAY VALUE		LONG TERM AVRG. VALUE		No. of Analyses	Concen- tration	Mass
	Concentration	Mass	Concentration	Mass	Concentration	Mass	Concentration	Mass			
18V. 1,3-Dichloropropylene (542-75-6)											
19V. Ethylbenzene (100-41-4)											
20V. Methyl Bromide (74-83-9)											
21V. Methyl Chloride (74-87-3)											
22V. Methylene Chloride (75-09-2)											
23V. 1,1,2,2-Tetrachloroethane (79-34-5)											
25V. Toluene (108-88-3)											
26V. 1,2-Trans-Dichloroethylene (156-80-5)											
27V. 1,1,1-Trichloroethane (71-65-6)											
28V. 1,1,2-Trichloroethane (79-00-5)											
29V. Trichloroethylene (79-01-6)											
30V. Trichlorofluoromethane (75-69-4)											
31V. Vinyl Chloride (75-01-4)											
GC/MS FRACTION -- ACID COMPOUNDS											
1A. Chlorophenol (95-67-8)											
2A. 2,4-Dichlorophenol (120-83-2)											
3A. 2,4-Dimethylphenol (105-67-9)											
4A. 4,6-Dinitro-O-Cresol (534-52-1)											
5A. 2,4-Dinitrophenol (81-28-5)											
6A. 2-Nitrophenol (88-75-5)											

1. POLLUTANT AND CAS NUMBER (if available)	2. PRIORITY POLLUTANT SCAN DATA		3. EFFLUENT DATA							4. UNITS	
			MAXIMUM DAILY VALUE		MAXIMUM 30 DAY VALUE		LONG TERM AVRG. VALUE		No. of Analyses	Concen- tration	Mass
	Concentration	Mass	Concentration	Mass	Concentration	Mass	Concentration	Mass			
7A. 4-Nitrophenol (100-02-7)											
8A. P-Chloro-M-Cresol (59-50-7)											
9A. Pentachlorophenol (87-86-5)											
10A. Phenol (108-95-2)											
11A. 2,4,5-Trichlorophenol (88-06-2)											
GC/MS FRACTION - BASE/NEUTRAL COMPOUNDS											
1B. Acenaphthene (83-32-9)											
2B. Acenaphthylene (208-96-3)											
3B. Anthracene (120-12-7)											
4B. Benzidine (82-87-5)											
5B. Benzo (a) Anthracene (56-55-3)											
6B. Benzo (a) Pyrene (50-32-8)											
7B. 3,4-Benzofluoranthene (205-99-2)											
8B. Benzo (ghi) Perylene (191-24-2)											
9B. Benzo (k) Fluoranthene (207-08-9)											
10B. Bis (2-chloroethoxy) Methane (111-91-1)											
11B. Bis (2-Chloroethyl) Ether (111-44-4)											
12B. Bis (2-Chloroisopropyl) Ether (102-60-1)											
13B. Bis (2-Ethylhexy) Phthalate (117-81-7)											
14B. 4-Bromophenyl Phenyl Ether (101-55-3)											

1. POLLUTANT AND CAS NUMBER (if available)	2. PRIORITY POLLUTANT SCAN DATA		3. EFFLUENT DATA						4. UNITS		
			MAXIMUM DAILY VALUE		MAXIMUM 30 DAY VALUE		LONG TERM AVRG. VALUE		No. of Analyses	Concen- tration	Mass
	Concentration	Mass	Concentration	Mass	Concentration	Mass	Concentration	Mass			
15B. Butyl Benzyl Phthalate (85-88-7)											
16B. 2-Chloronaphthalene (91-58-7)											
17B. 4-Chlorophenyl Phenyl Ether (7005-72-3)											
18B. Chrysene (218-01-9)											
19B. Dibenzo (a,h) Anthracene (53-70-3)											
20B. 1,2-Dichlorobenzene (95-50-1)											
21B. 1,3-Dichlorobenzene (541-73-1)											
22B. 1,4-Dichlorobenzene (108-46-7)											
23B. 3,3'-Dichlorobenzidine (91-94-1)											
24B. Diethyl Phthalate (84-66-2)											
25B. Dimethyl Phthalate (131-11-3)											
26B. Di-N-Butyl Phthalate (84-74-2)											
27B. 2,4-Dinitrotoluene (121-14-2)											
28B. 2,6-Dinitrotoluene (806-20-2)											
29B. Di-N-Octyl Phthalate (117-84-0)											
30B. 1,2-Diphenylhydrazine (as Azobenzene) (122-66-7)											
31B. Fluoranthene (206-44-0)											
32B. Fluorene (88-73-7)											
33B. Hexachlorobenzene (118-74-1)											

1. POLLUTANT AND CAS NUMBER (if available)	2. PRIORITY POLLUTANT SCAN DATA		3. EFFLUENT DATA							4. UNITS	
			MAXIMUM DAILY VALUE		MAXIMUM 30 DAY VALUE		LONG TERM AVRG. VALUE		No. of Analyses	Concen- tration	Mass
	Concentration	Mass	Concentration	Mass	Concentration	Mass	Concentration	Mass			
34B. Hexachlorobutadiene (87-68-3)											
35B. Hexachlorocyclo- pentadiene (77-47-4)											
36B. Hexachloroethane (67-72-1)											
37B. Indeno (1,2,3-cd) Pyrene (193-39-5)											
38B. Isophorone (78-59-1)											
39B. Naphthalene (91-20-3)											
40B. Nitrobenzene (98-95-3)											
41B. N-Nitrosodimethylamine (62-75-9)											
42B. N-Nitrosodimethylamine (621-84-7)											
43B. N-Nitrosodiphenylamine (85-32-6)											
44B. Phenanthrene (85-01-8)											
45B. Pyrene (120-00-0)											
46B. 1,2,4-Trichlorobenzene (120-82-1)											
GC/MS FRACTION - PESTICIDES											
1P. Aldrin (309-00-2)											
2P. α -BHC (319-84-6)											
3P. β -BHC (319-85-7)											
4P. γ -BHC (58-69-9)											
5P. δ -BHC (319-86-8)											
6P. Chlordane (67-74-9)											

1. POLLUTANT AND CAS NUMBER (if available)	2. PRIORITY POLLUTANT SCAN DATA		3. EFFLUENT DATA							4. UNITS	
			MAXIMUM DAILY VALUE		MAXIMUM 30 DAY VALUE		LONG TERM AVRG. VALUE		No. of Analyses	Concen- tration	Mass
	Concentration	Mass	Concentration	Mass	Concentration	Mass	Concentration	Mass			
7P. 4,4'-DDT (50-29-3)											
8P. 4,4'-DDE (72-55-9)											
9P. 4,4'-DDD (72-54-8)											
10P. Dieldrin (60-57-1)											
11P. α -Endosulfan (115-29-7)											
12P. β -Endosulfan (115-29-7)											
13P. Endosulfan Sulfate (1031-07-8)											
14P. Endrin (72-20-8)											
15P. Endrin Aldehyde (7421-93-4)											
16P. Heptachlor (78-44-8)											
17P. Heptachlor (1024-57-3)											
18P. PCB-1242 (53469-21-9)											
19P. PCB-1254 (11097-69-1)											
20P. PCB-1221 (11104-16-5)											
21P. PCB-1232 (11141-16-5)											
22P. PCB-1248 (12672-29-6)											
23P. PCB-1260 (11096-82-5)											
24P. PCB-1016 (12674-11-2)											
25P. Toxaphene (8501-35-2)											

MONITORING, RECORDING AND REPORTING

(From: SPDES General Conditions (Part II) dated 11/90)

10.1 GENERAL

- a. The permittee shall comply with all recording, reporting, monitoring and sampling requirements specified in this permit and such other additional terms, provisions, requirements or conditions that the Department may deem to be reasonably necessary to achieve the purposes of the Environmental Conservation Law, Article 17, the Act, or rules and regulations adopted pursuant thereto.
- b. Samples and measurements taken to meet the monitoring requirements specified in this permit shall be representative of the quantity and character of the monitored discharges. Composite samples shall be composed of a minimum of 8 grab samples, collected over the specified collection period, either at a constant sample volume for a constant flow interval or at a flow-proportioned sample volume for a constant time interval, unless otherwise specified in Part I of this permit. For GC/MS Volatile Organic Analysis (VOA), aliquots must be combined in the laboratory immediately before analysis. At least 4 (rather than 8) aliquots or grab samples should be collected over the specified collection period. Grab sample means a single sample, taken over a period not exceeding 15 minutes.
- c. Accessable sampling locations must be provided and maintained. New sampling locations shall be provided if existing locations are deemed unsuitable by the Department or its designated field agency.
- d. Actual measured values of all positive analytical results obtained above the Practical Quantitation Limit (PQL)¹ for all monitored parameters shall be recorded and reported, as required by this permit; except, where parameters are limited in this permit to values below the PQL, actual measured values for all positive analytical results above the Method Detection Limit (MDL)² shall be reported.
- e. The permittee shall periodically calibrate and perform manufacturer's recommended maintenance procedures on all monitoring and analytical instrumentation to insure accuracy of measurements. Verification of maintenance shall be logged into the daily record book(s) of the facility. The permittee shall notify the Department's regional office immediately if any required instrumentation becomes inoperable. In addition, the permittee shall verify the accuracy of their measuring equipment to the Department's Regional Office annually.
- f. The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, shall upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years per violation or by both. If a conviction of such person is for a violation committed after a first conviction of such person under this paragraph, punishment shall be a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or by both.

¹ Practical Quantitation Limit (PQL) is the lowest level that can be measured within specified limits of precision and accuracy during routine laboratory operations on most effluent matrices.

² Method Detection Limit (MDL) is the level at which the analytical procedure referenced is capable of determining with a 99% probability that the substance is present. This value is determined in distilled water with no interfering substances present. The precision at this level is +/- 100%.

ATTACHMENT 2

Selected SIC Codes - Primary Industries are italicized (See Section VIII. - Significant Industrial Users*)

SIC Code(s)	Industry	SIC Code(s)	Industry
201, 2077	Meat products	2911	Petroleum refining
202, 5143	Dairy Products	3011, 3021, 3031, 3041, 3069	Rubber products
2033, 2034, 2037, 2038	Canned and preserved fruit and vegetables	3081 to 3089, 3432	Plastics Molding & Forming
204	Grain mill products	3111	Leather tanning finishing
2061	Raw cane sugar	3211, 3231	Flat glass and glass products made from purchased glass.
2062	Cane sugar refining	3241	Hydraulic cement
2063	Beet sugar	327	Concrete, gypsum, and plaster products.
2077		3292	Asbestos products
2084	Wines, brandy, and brandy spirits	3312, 3315, 3316, 3317	Coke making Blast furnaces Steelworks Hot forming Rolling and finishing mills
2085	Distilled liquor, except brandy	332	Iron and steel foundries
2086	Bottled and canned soft drinks	3321, 3322, 3324, 3325, 3363 3364, 3365, 3366	Metal Molding & Casting
2091, 2092	Seafoods	333	Primary smelting and refining of nonferrous metals
2211 to 2299	Textiles	3331, 3334, 3339, 3341	Non-ferrous Metals Manu.
2421	Sawmills and planing mills	334	Secondary smelting and refining of nonferrous metals
2435, 2436	Veneer and plywood	3351, 3357, 3398	Copper Forming
2491	Wood preserving	3353, 3354, 3355, 3463	Aluminum Forming
2492	Particle board	3356, 3357, 3463, 3497	Non-ferrous Metals Forming
2611, 2621, 2631	Pulp & Paper	336	Non-ferrous foundries
2812, 2813, 2816, 2819	Inorganic chemicals	3411, 3479, 3497	Coil Coating
2821, 2823, 2824, 2891, 3079	Plastic materials and synthetics industry	3431, 3469, 3264	Porcelain Enameling
2822	Synthetic rubber (vulcanizable elastomers).	3465, 3711, 3714	Automobile manufacturing
283	Drugs and pharmaceuticals	3471, 3479, 3679, 3672	Metal Finishing
2833, 2834, 2835, 2836, 2844	Pharmaceuticals	3471, 3479, 3679, 3672	Electroplating
2841	Soap and detergents	3671, 3672, 3674, 3679	Electrical & Electronic Components
2824, 2865, 2869	Organic chemicals	3691, 3692	Battery Manufacturing
2873, 2874, 2875	Fertilizer industry	4911, 4931	Steam Electric
2879	Agricultural chemicals and pesticides	4941	Steam supply

*A Significant Industrial User is one that meets any of the following criteria:

- An Industry that is subject to categorical pretreatment standards (25 primary industries - see below); or
- A manufacturing industry that uses priority pollutants (see TABLE NY-2A); or
- An Industry that has substantial impact, either singly or in combination with other contributing industries, on the operation of the treatment works; or
- An Industry discharging more than 25,000 gallons per day of process wastes.

Industries Subject to Categorical Pretreatment Standards

- Aluminum Forming
- Battery Manufacturing
- Coal Mining
- Coil Coating
- Copper Forming
- Electrical & Electronic Components I & II
- Electroplating
- Inorganic Chemicals
- Iron and Steel Manufacturing
- Leather Tanning and Finishing
- Metal Finishing
- Metal Molding & Casting
- Nonferrous Metals Forming
- Nonferrous Metals Manufacture I & II
- Ore Mining & Dressing
- Organic Chemicals, Plastics & Syn. Fibers
- Pesticide manufacturing (withdrawn)
- Petroleum Refining
- Pharmaceutical Manufacturing
- Plastics Processing
- Porcelain Enameling
- Pulp and Paper
- Steam Electric
- Textile Mills
- Timber Products Processing

FILING LOCATIONS FOR SPDES APPLICATIONS

RENEWALS ONLY: NYSDEC - Division of Environmental Permits, Bureau of Environmental Analysis, 625 Broadway, Albany, NY 12233-1760 For questions, call: (518) 457-2224

MODIFICATIONS, NEW APPLICATIONS and other questions concerning your SPDES permit: Follow instructions below.

The Filing Location depends on the county in which the discharge is located. To determine the mailing address for the proper Filing Location, find the county in which the discharge is located in the table below. Use the letter in the "KEY" column to the right of the county name to find the proper mailing address in the list at the right. All applications for modification of SPDES permits under the Environmental Benefit Permit Strategy (EBPS) must be mailed to the appropriate New York State Department of Environmental Conservation (NYSDEC) Regional or Sub-Regional office.

Discharge Location- County	NYSDEC Region	KEY	Discharge Location- County	NYSDEC Region	KEY
Albany	4	D	Ontario	8	L
Allegany	9	M	Orange	3	C
Broome	7	K	Orleans	8	L
Cattaraugus	9	M	Oswego	7	J
Cayuga	7	J	Otsego	4	E
Chautauque	9	M	Pulnam	3	C
Chemung	8	L	Rensselaer	4	D
Chenango	7	K	Rockland	3	C
Clinton	6	F	St. Lawrence	6	H
Columbia	4	D	Saratoga	6	G
Cortland	7	K	Schenectady	4	D
Delaware	4	E	Schoharie	4	E
Dutchess	3	C	Schuyler	8	L
Erie	9	M	Seneca	8	L
Essex	5	F	Steuben	8	L
Franklin	6	F	Suffolk	1	A
Fulton	5	G	Sullivan	3	C
Genesee	8	L	Tioga	7	K
Greene	4	D	Tompkins	7	K
Hamilton	5	F	Ulster	3	C
Herkimer	5	I	Warren	5	G
Jefferson	3	H	Washington	5	G
Lewis	6	H	Wayne	8	L
Livingston	8	L	Westchester	3	C
Madison	7	J	Wyoming	9	M
Monroe	8	L	Yates	8	L
Montgomery	4	D	Bronx	2	B
Nassau	1	A	Kings	2	B
Niagara	9	M	New York	2	B
Oneida	6	I	Queens	2	B
Orondaga	7	J	Richmond	2	B

REGIONAL FILING ADDRESSES

KEY

- A NYSDEC REGION 1*, Bldg. 40 SUNY Stony Brook, NY 11790-2366;
Phone: (516) 444-0355
- B NYSDEC REGION 2*, One Hunters Point Plaza, 47-40 21st Street,
Long Island City, NY 11101-5407; Phone: (718) 482-4997
- C NYSDEC REGION 3*, 21 South Putt Corners Rd., New Paltz, NY 12561-1696;
Phone: (814) 256-3059
- D NYSDEC REGION 4*, 1150 North Westcott Road., Schenectady, NY 12306-2314;
Phone: (518) 367-2069
- E NYSDEC REGION 4 SUB-OFFICE*, Route 10, Jefferson Road, Stamford, NY 12167-9503;
Phone: (807) 652-7364
- F NYSDEC REGION 5*, Route 86, PO Box 298, Ray Brook, NY 12977-0296;
Phone: (518) 897-1234
- G NYSDEC REGION 5 SUB-OFFICE*, Hudson St. Ext., P.O. Box 220,
Warrensburg, NY 12885-0220; Phone: (518) 623-3671
- H NYSDEC REGION 6*, State Office Bldg., 317 Washington St., Watertown, NY 13601-2245;
Phone: (315) 785-2245
- I NYSDEC REGION 6 SUB-OFFICE*, State Office Building., 207 Genesee St.,
Utica, NY 13501-2885; Phone: (315) 793-2555
- J NYSDEC REGION 7*, 615 Erie Boulevard West, Syracuse, NY 13204-2400;
Phone: (315) 428-7438
- K NYSDEC REGION 7 SUB-OFFICE*, 1285 Fisher Ave, Cortland NY 13045-1060,
Phone 607-753-3095
- L NYSDEC REGION 8*, 6274 East Avon-Lima Rd., Avon, NY 14414-9619;
Phone: (716) 226-2466
- M NYSDEC REGION 9*, 270 Michigan Ave., Buffalo, NY 14203-2599;
Phone: (716) 851-7165

* Mail Application to "Division of Environmental Permits"

CONTACT THE ABOVE OFFICES FOR QUESTIONS CONCERNING
APPLICATION SUBMITTAL

Town of Duanesburg Town Board

RESOLUTION NO. 164-2018

October 25, 2018

WHEREAS, Schenectady County (the “County”) has initiated the Schenectady County Solar Energy Consortium (the “Solar Energy Consortium”) to develop a network of solar projects on municipally owned land within Schenectady County; and

WHEREAS, the goal of the Solar Energy Consortium is to eliminate utility costs and generate revenue for participating municipalities, and pass millions of dollars in savings to County, Town, City, and Village taxpayers; and

WHEREAS, the County facilitated a comprehensive Request for Proposals on behalf of the Solar Energy Consortium for design, construction, and operation of the solar projects, and has awarded the project to General Electric International Incorporated (“GE”); and

WHEREAS, GE proposed, among others, four potential solar energy projects within the Town of Duanesburg (the “Town”) and one project within the Village of Delanson (the “Village”) on property owned by the Town of Duanesburg, as set forth in the following table:

Name/Address	Property Owner	Location	Parcel
N. Knight Rd. (Parcel 1)	Village of Delanson	Town of Duanesburg	43.00-2-13
N. Knight Rd. (Parcel 2)	Village of Delanson	Town of Duanesburg	43.00-2-13
384 Park Rd (Duanesburg Landfill)	Town of Duanesburg	Town of Duanesburg	55.00-4-9
Cole Rd. (WWTP)	Town of Duanesburg	Town of Duanesburg	66.00-2-26.2
1376 Cole Rd.	Town of Duanesburg	Village of Delanson	66.53-1-2

(the “Proposed Solar Projects”); and

WHEREAS, the purpose of the Proposed Solar Projects is to fully subsidize the Town and Village utility costs and to generate revenue from underused municipally owned land; and

WHEREAS, the Town, County, and GE have discussed the Solar Energy Consortium and the Proposed Solar Projects at several Town Board meetings. In addition, GE presented on the Solar Energy Consortium and the Proposed Solar Projects to the Town Board on May 10, 2018 and August 23, 2018. The Town Board also held a duly noticed public hearing on September 27, 2018 regarding the Town’s potential participation in the Solar Energy Consortium, the Proposed Solar Projects, and the potential exemption of the projects from local zoning. The Village Board of Trustee members have attended Town meetings regarding the solar projects, and had opportunity to comment on the projects and participate in the project development process; and

WHEREAS, the Town referred the Proposed Solar Projects to the Town Planning Board for review. In light of the Town Planning Board’s comments, attached hereto, the Town Board

recognizes the following: (1) the clear cutting of trees required at the Proposed Solar Projects would be no greater than would be required at any other available Town-owned property; (2) if the Proposed Solar Projects are exempt from local zoning, site-specific lease agreements will include additional restrictions of the use of the lands, including, but not limited to, buffer/screening, setback, and abandonment/decommissioning requirements; and (3) consideration has been paid to reducing or eliminating potential visual impacts of the projects at each proposed site location; and

WHEREAS, the County has declared itself the State Environmental Quality Review Act lead agency for the projects and determined that the Proposed Solar Projects will not result in any potential significant adverse environmental impact, and issued a negative declaration in accordance with Article 8 of the New York State Environmental Conservation Law (County Resolution 141-18); and

WHEREAS, the Town of Duanesburg Town Board adopted a resolution authorizing the Town Supervisor to execute a Memorandum of Understanding (the "MOU") with the Solar Energy Consortium, GE, and the various participating municipalities within the County as a preliminary step toward the Town's participation in the Schenectady County Solar Energy Consortium. Revisions to the MOU, Utility Purchase Agreement Term Sheet, Utility Credit Purchase Agreement, and the Land Lease Agreement are currently being negotiated between the parties to the MOU, and the parties will reach a final agreement before construction of the Proposed Solar Projects may begin; and

WHEREAS, under the Solar Energy Consortium, participating municipalities have final approval on all solar projects. In addition, under the Town Law, any decision by the Town to lease municipally owned land for the purposes of the Solar Energy Consortium would be subject to permissive referendum; and

WHEREAS, as set forth in the Notice of Determination of the Duanesburg Code Enforcement Officer, attached hereto, the Proposed Solar Projects within the Town are subject to the Town's Solar Energy Facilities Law and Zoning Ordinance ("Town Zoning Law"), which require site plan review, special use permit approval, and, for at least three of the projects, a ZBA area variance. The Proposed Solar Projects within the Town would also be subject to restrictions related to height, lot coverage, clear cutting, and setbacks; and

WHEREAS, the Proposed Solar Project within the Village may be subject to the Village's Zoning Law. Under the Village Zoning Law, the proposed project may not constitute a permitted use and, if permitted, may require special use permit approval as well as compliance with building restrictions such as lot coverage and setback requirements; and

WHEREAS, the Town Board recognizes that application of these local zoning controls to the Proposed Solar Projects could significantly delay or prohibit construction of the Proposed Solar Projects and deprive the Town and Village of the significant benefits of participation in the Solar Energy Consortium, including elimination of utility costs, obtaining leasehold revenue from otherwise underused municipal property, and substantial savings to County, Town, and Village taxpayers; and

WHEREAS, the Town Board also recognizes that certain municipal projects may be exempt from local zoning under the balancing test articulated by the New York Court of Appeals in *Matter of County of Monroe (City of Rochester)*, 72 N.Y.2d 338 (1988). Specifically, the Court held, although a municipal project typically must adhere to the local zoning and land use regulations where the project is proposed, the project may be exempt from local zoning requirements if a balance of the public interests weighs in favor of the exemption. Among the factors to be weighed are: (1) nature and scope of the instrumentality seeking immunity; (2) the kind of function or land use involved; (3) the municipal applicant's legislative grant of authority; (4) the extent of the public interest to be served; (5) the effect local land use regulation would have on the enterprise; (6) impact on legitimate local interests; (7) alternative locations for the facility in less restrictive zoning areas; (8) alternative methods of providing the needed improvement; (9) intergovernmental participation in the project development process; and (10) opportunity of the public and others to be heard (collectively, the "*Monroe Factors*").

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the Revised MOU; and

BE IT FURTHER RESOLVED, that applying the *Monroe Factors* to the Proposed Solar Projects, the Town Board hereby determines that a balancing of the public interest weighs against application of the Town Zoning Law and Village Zoning Law to the Proposed Solar Projects. Thus, the Town Board has determined that (i) the Proposed Solar Projects located within the Town are exempt from the Town Zoning Law, and (ii) the Proposed Solar Project located within the Village should be exempt from the Village Zoning Law, based on the following findings:

The Nature and Scope of the Instrumentality and the Function or Land Use Involved

The Proposed Solar Projects involve the construction of ground mounted solar electric systems on municipally owned land. The municipally owned land will be leased to GE to construct, operate, and maintain ground mounted solar electric systems on the land. The goal of the Solar Energy Consortium is to eliminate municipal utility costs and generate revenue for municipal land owners through lease payments.

The Municipal Applicant's Legislative Grant of Authority

The Town is authorized to lease land in the name of the Town under Town Law § 64(2), upon the adoption of a resolution, subject to permissive referendum, and the Village is authorized to lease land under Village Law § 1-201(1) as the purposes of the Village may require.

The Extent of the Public Interest to Be Served

The purpose of the Proposed Solar Projects is to eliminate utility costs and generate revenue for the Town and Village from otherwise underutilized municipally owned property. The Proposed Solar Projects would also contribute to millions of dollars in

savings to County, Town, City, and Village taxpayers. Thus, the Town finds the Proposed Solar Projects would greatly serve the public interest.

The Effect Local Land Use Regulation Would Have on the Enterprise

The Proposed Solar Projects located within the Town are subject to the Town Zoning Law, and require site plan and special use permit approval, as well as compliance with setback requirements, lot coverage, and buffer/screening. The Proposed Solar Projects located within the Town may also require area variances from the ZBA, as it appears that some involve the clear cutting of trees in a single continuous area exceeding 20,000 square feet. The Proposed Solar Project to be located within the Village may not be permitted under the Village Zoning Law and, if permitted, may require a special use permit. Application of the Town's Zoning Law and Village Zoning Law would substantially delay and potentially prevent construction of the Proposed Solar Projects. Thus, the Town Board finds that application of the local zoning laws would have a substantial negative effect on the Proposed Solar Projects.

Impact on Legitimate Local Interests

The proposed sites are located on underutilized municipally owned properties in rural low-density residential areas. In addition, the proposed sites are located on, immediately adjacent to, or near land that is already subject to municipal uses, including a wastewater treatment plant and a closed landfill. Thus, the Town Board finds that there will be no impacts on legitimate local interests of any kind.

Alternative Locations for the Facility in Less Restrictive Zoning Areas

The Proposed Solar Projects within the Town are all located within the R-2 District, where solar projects are permitted. The Proposed Solar Project within the Village is located on the only available Town-owned land within the Village. Thus, the Town Board finds that there are no alternative locations for the Proposed Solar Projects in less restrictive zoning areas.

Alternative Methods for Providing the Needed Improvement

Participation in the Schenectady County Solar Energy Consortium is the only way for the Town and Village to receive the incentives and benefits, including cost savings and revenue generation, provided through the program. Although construction of a municipal-owned solar field on municipal land technically would be possible, it would be practically infeasible and cost prohibitive to construct, operate, and maintain, and it is uncertain that such a project would render any cost savings for the Village or tax savings for its residents. A municipal-owned solar field would also deprive the Town of the receipt of leasehold payments from GE that are contemplated under the MOU. Thus, the Town Board finds there are no alternative methods of providing the needed improvement.

Intergovernmental Participation in the Project Development Process

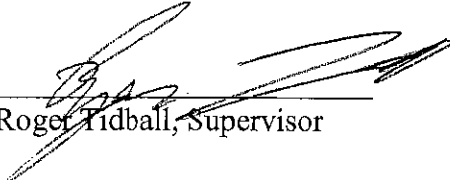
The Town, the County, and the other municipalities participating in the Schenectady County Energy Solar Consortium have been contemplating, discussing and planning the proposed projects for several months. Furthermore, the Solar Energy Consortium and the Proposed Solar Projects have been discussed at several Town meetings, at which Village officials had an opportunity to comment and participate in the project development process. GE has also presented on the Solar Energy Consortium and the Proposed Solar Projects before the Town on more than one occasion. The County, Solar Energy Consortium, GE, and the various participating municipalities are currently negotiating the terms of the revised MOU, Utility Purchase Agreement Term Sheet, Utility Credit Purchase Agreement, and the Land Lease Agreement, and it is understood that final agreements will be reached before the Proposed Solar Projects may proceed to construction. Furthermore, the participating municipalities have final approval authority on all proposed solar projects. Thus, the Town Board finds that there has been and shall continue to be considerable intergovernmental participation in the project development process.

Opportunity of the Public and Others to Be Heard

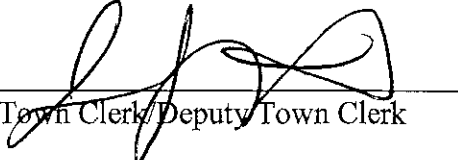
The Town held a duly noticed public hearing on the Solar Energy Consortium, the Proposed Solar Projects, and the projects potential exemption from local zoning laws and any interested person was allowed to comment. In addition, if and when the Town decides to lease the proposed sites for purposes of the Proposed Solar Projects, the Town's action will be subject to permissive referendum. Furthermore, the Village may provide additional opportunities for the public to heard through public hearings. Thus, the Town Board finds that there has been ample opportunity for the public and others to be heard.

BE IT FURTHER RESOLVED, that the Town Board finds that the Town-owned properties proposed for this project are not currently needed for any other public use. The Town Board also finds that the County and State are encouraging the implementation of municipal solar farms to reduce costs and generate revenue for municipalities and increase the generation of clean renewable energy.

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



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Councilmembers Ganther, Potter & Senecal
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
Jeff Senecal	<input checked="" type="radio"/> Yea	Nay	Abstain

September 20, 2018

**SCHENECTADY COUNTY
SOLAR ENERGY CONSORTIUM
MEMORANDUM OF UNDERSTANDING
WITH GENERAL ELECTRIC INTERNATIONAL, INC,**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into
This 20th day of November, 2018, by and between:

General Electric International, Inc, ("GEII") and the

Schenectady County Solar Energy Consortium and member municipalities

County of Schenectady
City of Schenectady
Town of Duanesburg
Town of Glenville
Town of Niskayuna
Town of Princetown
Town of Rotterdam
Village of Delanson
Village of Scotia

WHEREAS, the Chief Executive Officer of each municipality voted on August 22, 2017, in favor of the Schenectady County Countywide Shared Services Property Tax Savings Plan; and

WHEREAS, the Schenectady County Countywide Shared Services Property Tax Savings Plan created the Schenectady County Solar Energy Consortium; and

WHEREAS, the County of Schenectady, on behalf of the Schenectady County Solar Energy Consortium, prepared a draft Request for Proposals to develop enough solar energy to fully power each municipality 100% from solar power by December 31, 2021; and

WHEREAS, the County of Schenectady issued a formal comprehensive Request for Proposals on December 18, 2017; and

WHEREAS, as a result of this competitive process the County of Schenectady chose GEII to develop the solar capacity to fully power all municipal governments in the County of Schenectady; and

WHEREAS, in its Update to RFP dated April 21, 2018- and Additional Support Materials to RP? dated April 23, 2018, GEII set forth a comprehensive plan which proposes building and operating solar farms on 18 sites in the City of Schenectady and the Towns of Duanesburg, Glenville, Niskayuna and Rotterdam, and the Village of Delanson, which could provide annual savings of approximately \$1,500,000 and 25 year savings of approximately \$44,000,000, as well as other significant savings to other electric purchasers; and

WHEREAS, GEII under the updated solar regulations in New York State, has proposed a 2-phase approach which in Phase I will utilize the most valuable parcels to save money for municipalities through a Utility Credit Purchase Agreement; and Phase 2, which will utilize a monetized land lease (Exhibit D) to save additional money for municipalities;

WITNESSETH

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby agreed by the parties:

ARTICLE I - Purpose of the Schenectady County Solar Energy Consortium

The purpose of the Schenectady County Solar Energy Consortium is to assist its members to become 100% solar powered by December 31, 2021, and in so doing save taxpayers money on electric costs, and also eliminate carbon emissions caused by the utilization of fossil fuels to produce electricity.

ARTICLE II - Rights and Obligations of Municipal Landowners

The municipal landowner retains the sole and final say as to whether any particular parcel shall be utilized for the establishment of a solar farm either in Phase I or Phase II. For those parcels which the municipal landowner determines should be utilized for a solar farm, the municipal landowner agrees to the UCPA and lease terms subject to mutually agreed modifications to accommodate differences and or changes in applicable law, regulatory, municipal, policy and or other such issues (Exhibit B, Exhibit C and Exhibit D), for Phase I or Phase II, as more fully set forth herein.

ARTICLE III - Rights and Obligations of GEII

GEII agrees to the UCPA and lease terms subject to mutually agreed modifications to accommodate differences and or changes in applicable law, regulatory, municipal, policy and or other such issues (Exhibit B, Exhibit C and Exhibit D), for Phase I or Phase II, as more fully set forth herein.

ARTICLE IV - Utility Credit Purchase Agreement

For Phase I projects, there shall be a 25-year Utility Credit Purchase Agreement as set forth herein:

- A. Utility Credit Purchase Agreement Term Sheet (Exhibit B)
- B. Utility Credit Purchase Agreement (Exhibit C)

The calculation of Utility Credit Purchase Agreement's rates Update to RFP: Solar Voltaic Systems; Bid Number; RFP-2017-4801, March 16, 2018. "Update/Amendment to RFP: Solar Voltaic Systems. Bid Number: RFP-2017-4801, April 21, 2018."

All members of the Schenectady County Solar Energy Consortium agree to be bound by the terms herein.

ARTICLE V - Solar Energy Lease

The parties agree to be bound by the attached "Solar Energy Lease" for Phase I projects (Exhibit D) subject to mutually agreed modifications to accommodate differences and or changes in applicable law, regulatory, municipal, policy and or other such issues. The municipal landowner shall receive no direct monetary compensation for the land lease. Rather, the municipal landowners' compensation shall be derived from the Utility Credit Purchase Agreement. For Phase H projects, the municipal landowner shall be compensated as set forth in Exhibit A, from the Solar Energy Lease, for projects that end up as a combination of Phase I and Phase II, municipal compensation will be a pro-rated combination of savings from a Utility Credit Purchase Agreement and payments in the solar energy lease.

ARTICLE VI - Purchase Power Agreement with Community Distributed Generator (Phase I)

As set forth in Exhibit A (pages 2 and 3); 25-year Utility Credit Purchase Agreements with CDG (Community Distributed Generation) is the preferred model. Under this model, the host municipal account may be limited to 40% of the power generated at the site (assumes demand utility meters). The remaining 60% of the power generated at the site will be distributed to other municipal accounts in the Schenectady County Solar Energy Consortium (assumes non-demand utility meters), or in some cases, to other community subscribers in the region.

ARTICLE VII - Phase II Solar Energy Leases with RNM (Remote Net Metering) Structure through which GEII receives the Utility Bill Credits

Based on new solar regulations in New York, a Solar Energy Lease is an alternate structure for any Schenectady sites that cannot absorb excess monetary bill credits as set forth on page 4 of Exhibit A.

ARTICLE VIII - Maximization of Utility Credits through Phase I

The Schenectady County Solar Energy Consortium recognizes that cooperation is essential in order to fully leverage community solar and the order to capitalize on the additional incentive fully - the Market Transition Credit (MTC). Members of the Consortium agree to fully cooperate with one another and with GEII in order to fully leverage and maximize credits for all members of the Solar Energy Consortium. Given the utility account types held by the Members of the Consortium, the demand capacity of GEII's solar projects can be filled exclusively by Members, however significant non-demand credit capacity will need to be allocated outside of the Consortium,

ARTICLE IX - Approval by the Respective Legislative Body

The chief executive officer of each municipality shall submit this proposed agreement to its respective legislative body for approval, and submit a certified copy of such approval to the Schenectady County Manager, unless prior legislative approval is deemed sufficient. In any event, the parties shall execute the agreement and forward it to the County Manager forthwith.

ARTICLE X - Exclusivity

GEII and Schenectady County Solar Energy Consortium agree that, for the period beginning on the date of full execution of this MOU and ending six (6) months after that date (the "Exclusivity Period"), Schenectady County Solar Energy Consortium shall not contact or engage in discussions with an alternative solar power company regarding the Solar Projects. During this Exclusivity Period, the Parties shall negotiate in good faith to reach binding Definitive Agreements regarding the Solar Projects. If, at the end of the Exclusivity Period, the Parties have not come to agreement but, continue to negotiate in good faith GEII may, upon five (5) days written notice to Schenectady County Solar Energy Consortium extend the Exclusivity Period by thirty (30) days. Subsequent extensions may be agreed upon in writing between the Parties.

Dated: 11/12/2018

THE TOWN OF DUANESBURG

By: 

Hon. Roger Tidball
Town Supervisor

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION 166-18

October 25, 2018

WHEREAS, the Assessor to the Town of Duanesburg has completed, and filed the assessment roll for the Duanesburg/Delanson Sewer District No. 1, the Mariaville Lake Sewer District No. 2, and the Duanesburg Sewer District No. 3 (the "Assessment Roll"), pursuant to Article 15 of the New York State Town Law; and

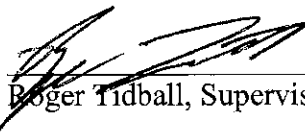
WHEREAS, The Town Board caused due notice of the completion of the Assessment Roll and of the time and place wherein the Town Board would meet and hear and consider any objections to the Assessment Roll, to be duly published according to law; and

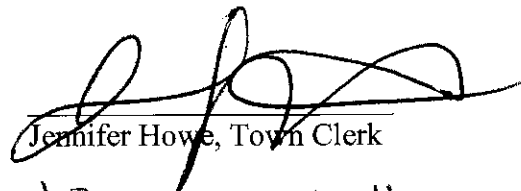
WHEREAS, the Town Board did meet at the Town Hall, 5853 Western Turnpike, Duanesburg, New York, on the 25th day of October 2018, at the time and place specified in said notice and heard and considered all objections to the Assessment Roll.

NOW, THEREFORE, BE IT RESOLVED, that the Assessment Roll is affirmed and adopted as originally proposed and filed; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file with the Assessment Roll a warrant which shall be signed by the Town Supervisor and countersigned by the Town Clerk, commanding the Receiver of Taxes and Assessments to collect from the several persons named therein the sum or sums opposite their respective names and to pay the same to said supervisor.

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


Roger Tidball, Supervisor


Jennifer Howe, Town Clerk

Present: Councilmembers Ganther, Potter, Senecal, Supervisor Tidball
Absent:

Council 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
Jeff Senecal	<input checked="" type="radio"/> Yea	Nay	Abstain