

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



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

Thursday April 26, 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, Passonno, Potter, Senecal, Town Attorney Terresa Bakner, Highway Superintendent Reed, Deputy Town Clerk Brandy Fall

Absent:

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor Solomon

Mr. Pechtel of Western Turnpike wanted to invite the board and town residents to Walt Miller's 86th Birthday Party on May 7th, 2018 at 6p.m. at Duanesburg Diner. Mr. Pechtel will be providing a cake if you want to buy a meal it is buy your own. But please stop by and tell him Happy Birthday.

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 79-18: Council Member Potter motioned, seconded by Council Member Senecal to approve the Town Board Meeting minutes of Thursday, April 12, 2018.

Motion carried, 5 ayes

Resolution 80-18: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

Vouchers to be Paid April 26, 2018

General Fund: #127-149	\$44,425.83
SD#1: #40-44	\$1,160.61
SD#2: #45-49	\$821.58
SD#3: #8	\$2893.06
In-House: #2	\$105.26
Hwy: #58-59	\$1,744.71
Total Vouchers to be Paid=	<hr/> \$51,151.05

Committee Reports

Highway: Council Member Passonno and Council Member Potter just came from a meeting with Highway Superintendent Reed at the highway garage. Council Member Passonno reported that they discussed monies coming back in from FEMA . No money has come back yet. They inspected the equipment and stated that it was in much better condition than they had anticipated. Council Member Passonno stated that the guys take very good care of their trucks and that they are superiorly clean. The new International is broken down again and will not start. That will be picked up within the next few days to be looked at under warranty. They also inspected truck #15 which has two hairline cracks in the frame. It didn't look too bad but that was not under stress. Council Member Passonno and Council Member Passonno are going to set up a time to meet the guys at the garage to stress test the frame with the bed being raised and lowered with a load in it as that has been the issue. Council Member Passonno reported that per Superintendent Reed, the trucks are not inspected by the county due to it taking at least a two week time frame and that they are inspected at Cason. There are two roads left to sweep, the sweeper shaft broke and they are waiting on parts. As soon as the parts are in, they will finish sweeping the roads and reported that they are about three weeks ahead of schedule. Superintendent Reed received a quote for a Road Maintainer that fills potholes on gravel or dirt roads for \$66,295. He will work on getting two more quotes as required. Superintendent Reed is going to look to see if John Deere has a maintenance program like CAT has. This is a program that allows the town to upgrade machinery every few years for only a few thousand dollars. John Deere has quoted \$25,000 trade at a net payment of \$124,000 for the new loader. The salesman he is dealing with is a non-commissioned salesman. Two sets of chains are here and there are two sets on back order. So that gives each truck including the small ones two sets of chains.

Public Safety: Council Member Senecal stated that there was nothing to report.

Parks: Council Member Senecal stated that there was nothing to report as he was unable to meet with Dale Warner at their scheduled time due to an emergency situation that came up. Supervisor Tidball stated that they are digging to see if they can dig down far enough for a tank due to the issues with rock in Duanesburg and once they know they can get the tank there, they will stake it out.

Sewer District #1, 2 & 3: Council Member Potter and Council Member Ganther reported that there was nothing to report as they have not met with Dale Warner since the last meeting. Supervisor Tidball stated that Dale has five or six good quotes on cameras and that he will pick the top two to do a show and tell of the cameras in one of the problem spots. Attorney Bakner reported that DEC issued the Mariaville waste water treatment plant permit. Bill Brown from Delaware Engineering reported that connections for Sewer District #3 are starting to be made. The short term work as Delanson waste water plant is completed and they just have some clean up to do. He did receive a quote from J Squared of \$14,500 for the railing and grating. Will get two more quotes for the total of three. A Public Hearing is scheduled for the next Town Board meeting on May 10, 2018 for the long term work. He is working on grant funding for the project. The Mariaville waste water treatment permit was updated and added a disinfection requirement which will match what is currently done in Delanson. Supervisor Tidball stated

that they are looking to plan a ribbon cutting ceremony or something similar to that within the next few weeks.

Technology: Council Member Ganther reported that the Broadband Committee had a meeting last night. It was a good meeting with a few new people. He stated that the whole purpose of the committee is to throw around ideas and to keep pressure on Spectrum to try to get everyone hooked up with broadband as soon and as inexpensively as possible. They discussed performing an audit to make sure we are receiving the franchise fees money back from them. Council Member Ganther stated that many people have had issues with Spectrum and that there is a grievance process that must be followed. They are going to document the grievance procedure and put it on the website and/or Facebook page for residents to help them with this process. The residents having issues that they can't get resolved must file a formal complaint in order for the Town Board to follow up on those complaints with the PSC. The next meeting is Wednesday May 23rd, 2018 @ 6:30p.m. downstairs at Town Hall. They are looking to invite county legislatures to see what work has been done and to enlist them to help keep the pressure on. Usenet was awarded some homes in town but are limited to 25Mb and have a 35 GB cap per month and the broadband program office is negotiating to get the cap raised or lifted. The end goal is to have everyone in town with service.

Additional Items: Supervisor Tidball read a press release that just came out yesterday regarding the GE Solar Farm Project. (Please see attached.) The Duaneburg Site is the landfill and the Delanson sites are behind the upper reservoir and the lower reservoir.

Supervisor Tidball made some announcements:

The Memorial Day Parade is Tuesday May 22, 2018 starting at 6:30 p.m. The Hometown Hero Banners will be on display during the ceremony at the gazebo at the Memorial Day Parade.

The Comprehensive Planning Surveys have been coming back from residents. Supervisor Tidball will contact Phil Sexton who has been leading up the project to see how he would like to handle going forward. There are well over 500 paper responses and a lot of online results as well.

Lt. Fodey from the New York State Court System came to do a safety audit for the courts. In about six to eight weeks we should receive a report back from them regarding safety concerns. In the meantime the Town Hall will get lights on each side of the building and a plexi-glass cover for the Town Clerk door.

Supervisor Tidball had a brief conversation with Dale Warner in regards to LED sign after the last meeting. Dale Warner is going to get some verbage on what other towns do. There was also discussion on new verbage of the ordinance or a possible moratorium on electric signs.

The town is in a holding pattern right now in regards to a new building. The Optech building owner decided that they would rather lease out the building at this point. May look in to past buildings or modify the existing building, depending on what is financially the best option for the town.

Business Meeting:

Resolution 81-18: Council Member Passonno motioned, seconded by Council Member Potter to approve payment No. 4 to Brunswick Electric in the amount of \$2,893.06 for the construction of Sewer District No. 3 improvements.

Motion carried, 5 ayes

Resolution 82-18: Council Member Ganther motioned, seconded by Council Member Senecal to approve the revised Fire Protection District No. 3 contract.

Motion carried, 5 ayes

Resolution 83-18: Supervisor Tidball motioned, seconded by Council Member Senecal to introduce Local Law No. 3 "A Local Law amending the zoning map of the Town of Duanesburg to re-zone tax map parcel No. 66.00-4-2.31 from C-2 (Commercial and Light Industrial) to R-1 (High-Density Residential)".

Motion carried, 5 ayes

Resolution 84-18: Council Member Potter motioned, seconded by Council Member Senecal to approve Amended and Restated Bond Resolution of the Town Board Authorizing the Financing of Improvements and Other costs related and incidental thereto, for the Duanesburg Sewer District No. 3; Estimating the Maximum Aggregate Cost Thereof to Be \$3,000,000.00 Serial bonds of the Town to finance said cost. This amended and restated resolution was prepared by John Vagianelis, Esq., at the request of Delaware Engineering to satisfy a requirement of the NYS EFC's Counsel's Office.

Motion carried, 5 ayes

Privilege of the Floor: Opened at 8:09pm


Mr. Hoffmann of Schoharie Turnpike wanted to express his concerns that the airport may be an issue in changing the zoning of the property near the airport. The board agreed that it could be a possible issue but that the people buying the property should know that the airport is there. Attorney Bakner stated that the Planning board could require a notice placed on each lot to state that it is not a hidden condition.

Mr. Manus of Western Turnpike wanted to thank the board for addressing his concerns from the last meeting. He also wanted to know if and when the board decided to address the LED signs, how would it transpire. Supervisor Tidball explained that it will go to the Planning and Zoning Board for input. Then there would be a Public Hearing and Public Notice on the issue.

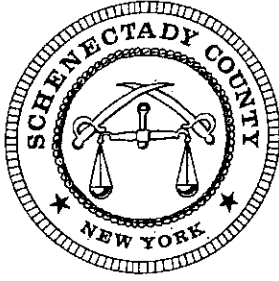
Floor Closed: 8:12 pm

Council Member Passonno motioned, seconded by Council Member Ganther to adjourn the meeting.
Motion carried, 5 ayes.

I, Brandy Fall, Deputy 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, April 26, 2018 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056



Come Join us
To Help Celebrate
Walt Miller's
86th
Birthday Party
May 7, 2018
6 p.m.
Duanesburg Dinner
Duanesburg N.Y.
See You There



NEWS RELEASE

SCHENECTADY COUNTY LEGISLATURE

County Office Building

620 State Street – 6th Floor

Schenectady, New York 12305

Tel: (518) 388-4280 Fax: (518) 388-4591

Website: www.schenectadycounty.com

ANTHONY W. JASENSKI, SR.
CHAIR OF THE LEGISLATURE

For Immediate Release:
April 26, 2018

Contact: Joe McQueen
(518) 388-4772

Schenectady County and the County Solar Energy Consortium Announce Partnership with General Electric to Develop and Build Network of Solar Farms Generating Power for Local Governments

(Schenectady County, NY) Members of the Schenectady County Legislature joined today with local municipal leaders and GE to announce the largest and most ambitious municipal solar project in New York State.

“Today, I am extremely proud to announce that Schenectady County and the Schenectady County Solar Energy Consortium will be partnering with GE to develop and build a network of solar farms that if fully implemented will generate up to 45 megawatts of solar energy capacity throughout Schenectady County,” said Legislator Rory Fluman, Chair of the Legislature’s Committee on Intergovernmental Cooperation. “Schenectady County is again leading the way in renewable energy that is saving taxpayer dollars.”

“We are proud to have been chosen by Schenectady County in a competitive process to build and operate this transformational solar project,” said Erik Schiemann, General Manager of Solar Development at GE. “GE has been in the power generation business for 125 years and has made renewable energy a cornerstone of its business, with major investments in wind energy, hydro energy and now through our solar development business. We look forward to working in partnership with Schenectady County and the Schenectady County Solar Energy Consortium to deliver these comprehensive and well-coordinated solar energy solutions.”

The County Solar Energy Consortium grew out of the County-Wide Shared Services Property Tax Savings Plan required by the 2017-2018 New York State budget. The plan was unanimously approved by the County and each of the eight county municipalities in August of 2017.

The solar farms will be built by GE at no expense to County taxpayers. If fully developed, this project could save County, Town, City and Village taxpayers approximately \$1.5 million each year, and \$44 million over 25 years.

“The County Legislature has committed itself to reaching 100 percent energy independence by December 31, 2020 and assisting our local municipalities reach this goal by December 31, 2021,” said Holly Vellano, Chair of the Legislature’s Committee on Environmental Conservation, Renewable Energy & Parks. “This initiative continues Schenectady County’s efforts to be a leader in renewable energy by partnering with our local governments to expand our solar production which will reduce emissions and protect the environment for future generations.”

As part of the shared-services plan, each municipal land owner volunteered potential sites to be evaluated as part of the solar consortium RFP process, and each municipal land owner has the final say as to whether or not its site will be utilized.

Schenectady County currently has numerous solar projects producing nearly 5mW of power annually, enough to power approximately sixty percent of all County facilities. Projects include solar farms on Hetcheltown Road in Glenville, Hillside Business Park in Niskayuna, an Burdeck Street and Wedgewood Heights Solar Farm in Rotterdam, along with roof top solar installations at the County Recreation Center and Ice Rink, highway garage, Rotterdam Branch Library, Phyllis Bornt Branch Library and Literacy Center, and the Schenectady County Business Center.

Proposed Consortium Solar Park Sites:

County of Schenectady	2 sites	6.0 MW
City of Schenectady	2 sites	4.5 MW
Town of Rotterdam	5 sites	11.0 MW
Town of Niskayuna	1 site	1.5 MW
Town of Glenville	3 sites	11.5 MW
Village of Delanson	4 sites	8.0 MW
Town of Duanesburg	1 site	3.5 MW
Total Project Potential:	18 sites	46.0 MW

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. 81 -2018

April 26, 2018

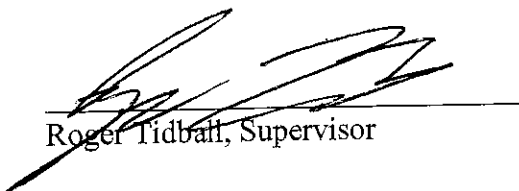
WHEREAS, the Town Board of the Town of Duanesburg contracted with Brunswick Electric, Inc. ("Brunswick") for the construction of the Sewer District No. 3 improvements as designed by Delaware Engineering, D.P.C. ("Delaware Engineering") (the "Work") and approved by the NYS Environmental Facilities Corporation, among others; and

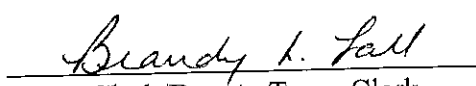
WHEREAS, Delaware Engineering has reviewed Brunswick's application for Payment No. 4 in the amount of \$2,893.06 dated April 9, 2018 and attached hereto, and has advised the Town Board that the Work was undertaken pursuant to the terms of the contract via correspondence from Bill Brown P.E. of Delaware Engineering to Town Supervisor Tidball dated April 23, 2018; and

WHEREAS, this is the final payment application from Brunswick for the Work and, thus, the balance to finish the Work including retainage is \$0.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves the application for payment in the amount of \$2,893.06;

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on April 26, 2018.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Council members Ganther, Passonno, Potter and Senecal, Supervisor Tidball
Absent:

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Randy Passonno	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain



Delaware Engineering, D.P.C.

8-12 Dietz Street, Suite 303
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

April 23, 2018

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

Re: Sewer District #3 Collection System

Subj: Payment Application No. 4
Contract No. TD1-E-16 – Electric

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 4 for Brunswick Electric, Inc., the contractor for the subject project, for the period ending November 30, 2017, in the amount of \$2,893.06. The balance to finish including retainage equals \$0.00. We agree with the level of work completed to date and costs presented therein. Therefore, we recommend that the Town Board resolve to allow you to sign the relevant forms. The forms will then be submitted to NYSEFC with a corresponding disbursement request. Upon receipt of funds from NYSEFC the Town can provide payment to the contractor in the amount requested.

Attached for your files are the following items:

- Contractor's Application for Payment Cover Sheet & Continuation Sheets
- Contractors Affidavit of Payment of Debts and Claims
- Contractors Affidavit of Release of Liens
- Contractors Consent of Surety to Final Payment
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD#3 - Duanesburg Hamlet\Construction\Electrical\Pay Apps\W4\TD1-E-16 Pay App #4.doc
Enclosures

CC: Town Clerk (w/enclosures)
TD1-G-16 – File (w/enclosures)

Contractor's Application

EJCDC C-620 Contractor's Application for Payment
© 2007 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 2 of 4

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**

AIA Document G706

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

TO (Owner)

☐ Town of Duaneburg, Town Hall
5853 Western Turnpike
Duaneburg, NY 12056

ARCHITECT'S PROJECT NO: TD1-E-16

☐ CONTRACT FOR: Electrical Work

☐ PROJECT: Sanitary Sewer Collection System
(name, address)

☐ CONTRACT DATE: June 28, 2016

State of: New York

County of: Rensselaer

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

~~Payment Application #2~~

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes ☒) (no ☐).

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR: Brunswick Electric, Inc.

Address: 290 Hoosick Street, Troy, NY 12180

BY:

Barbara Livsey
Barbara Livsey, Secretary

Subscribed and sworn to before me this

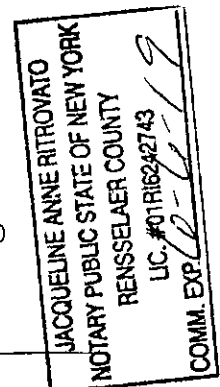
29 th day of December 2017

Notary Public:

Jacqueline Anne Ritrovato

My Commission Expires:

6-6-19



**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO (Owner)

☒ Town of Duaneburg, Town Hall
5853 Western Turnpike
Duaneburg, NY 12056

ARCHITECT'S PROJECT NO: TD1-E-16

☒ CONTRACT FOR: Electrical Work

PROJECT:
(name, address)

☒ Sanitary Sewer Collection System

☒ CONTRACT DATE: June 28, 2016

State of: New York

County of: Rensselaer

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Brunswick Electric, Inc.

Address: 290 Hoosick Street, Troy, NY 12180

BY:

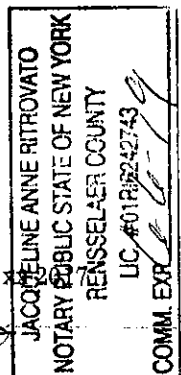
Barbara Livsey
Barbara Livsey, Secretary

Subscribed and sworn to before me (this
29 th day of December

Notary Public:

Jacqueline Anne Ritrovato

My Commission Expires: 10 6 19



**CONSENT OF SURETY
TO FINAL PAYMENT
AIA DOCUMENT G707**

(Bond # 7649863)

TO (OWNER):
(Name & Address)

ARCHITECT'S PROJECT NO:

**Town Of Duanesburg
Town Hall
Duanesburg, NY 12056**

CONTRACT FOR: Contract No. TD1-E-16 Electrical

CONTRACT DATED: 6/28/2016

PROJECT:
(Name & Address)

Town of Duanesburg Sewer District #3 Sanitary Sewer Collection System

In accordance with the provisions of the Contract between the Owner and the Contractor as indicted above, the
(insert name and address of Surety Company)

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 Zurich Way
Schaumburg, IL 60196**

, SURETY COMPANY,

on bond of (insert name and address of Contractor)

**BRUNSWICK ELECTRIC, INC.
290 Hoosick Street
Troy, NY 12180**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety Company of any of its obligations to (insert name and address of Owner)

**Town Of Duanesburg
Town Hall 5853 Western Turnpike
Duanesburg, NY 12056**

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this, 2nd day of January, 2018.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(seal)

Attest



(Signature of authorized representative)

Renee A. Manny, Attorney-In-Fact

(Printed Name and Title)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin J. GARRITY, Christopher TERZIAN, Lori A. FRANCETT, Renee A. MANNY, John C. TICKNER, Tanya VOLK, John F. MURRAY, JR., Mary DIXON, Diane M. PELIGIAN and Jennifer Susan VANAT**, all of East Greenbush, New York, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of June, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Dawn E. Brown

*Assistant Secretary
Dawn E. Brown*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 14th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND**, Vice President, and **DAWN E. BROWN**, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

*Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019*



Delaware Engineering, P.C.

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION# 82-18

April 26, 2018

WHEREAS, the Town has established Fire Protection Area No. 3 (the "Fire Protection Area"); and

WHEREAS, the Town, pursuant to Town Law § 184, must provide for the furnishing of fire protection within the Fire Protection Area; and

WHEREAS, on February 22, 2018, the Town, after a public hearing held pursuant to Town Law § 184, adopted Resolution 55-18 approving and authorizing the Town Supervisor to execute the Fire Protection District No. 3 Contract; and

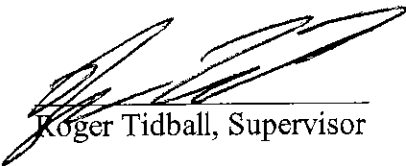
WHEREAS, the Fire Protection District No. 3 Contract identified the parties to the contract as the Town of Duanesburg and the Esperance Volunteer Fire Department; and

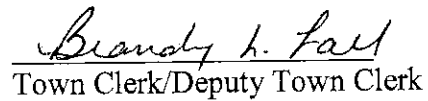
WHEREAS, the Town wishes to modify the previously approved Fire Protection District No. 3 Contract to identify the parties to the contract as the Town of Duanesburg and the Village of Esperance; and

WHEREAS, the Revised Fire Protection District No. 3 Contract is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves and authorizes the Town Supervisor to execute the attached Revised Fire Protection District No. 3 Contract with the Village of Esperance for Fire Protection Area No. 3.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on April 26, 2018.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Council members Ganther, Passonno, Potter and Senecal, Supervisor Tidball
Absent:

Council Members:

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

TOWN OF DUANESBURG

FIRE PROTECTION CONTRACT NO. 2: FOR THE PORTION OF FIRE PROTECTION DISTRICT NO. 3 FORMERLY SERVICED BY QUAKER STREET VOLUNTEER FIRE DEPARTMENT

THIS AGREEMENT (the "Agreement") made this 1st day of March, 2018 between the **TOWN OF DUANESBURG**, a municipal corporation organized under the laws of the State of New York and located in Schenectady County, New York, with a mailing address of 5853 Western Turnpike, Duanesburg, New York 12056 (the "Town"), acting on behalf of the Fire Protection District No. 3 of said Town, and **VILLAGE OF ESPERANCE** a municipal corporation, including the Village of Esperance Fire Department, organized and existing under the laws of the State of New York, with its principal office at 104 Charleston Street, Esperance, New York 12066 (the "Village").

WITNESSETH:

WHEREAS, the Town has established a Fire Protection District No. 3 more fully described in the Resolution establishing such district and duly adopted by the Town Board of the Town of Duanesburg; and

WHEREAS, the Town wishes to contract with the Village for the furnishing of fire protection and emergency services to the portion of Fire Protection District No. 3 formerly serviced by the Quaker Street Fire District No. 1 (the "Fire Protection District"); and

WHEREAS, the Town, pursuant to Town Law § 184, must provide for the furnishing of fire protection within the Fire Protection District; and

WHEREAS, the Town wishes to contract with the Village for the furnishing of fire protection and emergency services to the Fire Protection District for a period of time from March 1, 2018 through February 28, 2019; and

WHEREAS, at such meeting of the Town Board of the Town of Duanesburg held on February 22, 2018, the Town duly authorized this Agreement with the Village for fire protection and emergency services to the Fire Protection District upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the governing board of the Village;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration exchanged between the parties, the Town does engage the Village to furnish fire protection and emergency services to the Fire Protection District and the Village agrees to furnish such protection and services commencing March 1, 2018, in the following manner and on the terms and conditions set forth herein.

Article 1. Service(s) to be Provided.

A. The Village agrees to furnish suitable apparatus and appliances for the furnishing of fire protection in the Fire Protection District and when notified by alarm or telephone or in any other manner, of a fire within the Fire Protection District, the Village will promptly respond and attend upon the fire without delay with suitable apparatus and appliances and that the members of the Village shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith. The term "fire protection" includes inspections of buildings and properties in the Fire Protection District for the purposes specified in and as authorized by section 807-a and 807-b of the Education Law relating to fire inspection of school buildings, subdivision four of section 303 of the Multiple Residence Law relating to inspection of buildings and property, and section 189 of the Town Law relating to inspection of public and private buildings.

B. The Village further agrees to use its best efforts to furnish emergency service in case of accidents, calamities, or other emergencies (the "Emergency Services") for which the services of firefighters would be required. Such service shall be furnished subject to such rules and regulations as shall be reasonably prescribed by the Village and approved by the Town Board. The Village agrees to carry liability and property damage insurance in connection with fire protection and covering the Emergency Services in the same amounts, and under the same terms, as set forth in Article 4 below. The term "emergency" includes, unless a contrary intent is clearly expressed or indicated, the search for persons and the search for, and attempts to recover or the recovery of, bodies of persons even though it is possible or is known that all hope of life is gone.

C. The Village agrees that it is responsible for its operating expenses, including, but not limited to:

- i. heat, lights, telephone and all other utilities in connection with Village's facilities;
- ii. general maintenance, repairs and supplies for Village's equipment, vehicles and housing for vehicles and meetings;
- iii. replacement of Village's supplies and equipment;
- iv. all liability insurance on Village's vehicles and facilities;
- v. all liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering the Village and all members of Village in accordance with the requirements of this Agreement; and
- vi. all training and continuing education of Village's membership, including such certification and recertification as may be required by law.

D. In the event of an emergency that is reasonably anticipated to have an adverse effect on the residents of the Town of Duanesburg, the Village may request in writing that the Town Highway Department snow plow, sand, de-ice and otherwise make safe the Village facilities. The Town Highway Department shall have sole discretion as to whether to perform such services. In the event such services are provided by the Town Highway Department, the Village shall, to the fullest extent permitted by law, indemnify, defend and hold the Town Highway Department, its officials, officers, agents and employees, harmless of and from any and all liability of any name, nature and kind imposed upon the Town Highway Department, its officials, officers, agents and employees as a result of the performance of such services, except for liability arising out of the gross negligence or willful misconduct of the Town Highway Department. This indemnification obligation shall survive the expiration or termination of this Agreement. Nothing contained in this Article 1, Paragraph D, shall obligate the Town to perform any such services. The parties acknowledge and agree that the provision of such services by the Town Highway Department in non-emergency situations is expressly prohibited.

Article 2. Term.

This Agreement shall take effect on March 1, 2018 and shall continue until ending on February 28, 2019, provided however, that this Agreement shall be deemed automatically renewed on the same basis each year thereafter for an additional one (1) year period, without any further public hearing unless the Town or Village shall notify the other party in writing on or before the twentieth of August that it elects to terminate the Agreement effective on December 31 in that year. Notwithstanding the foregoing, the term of this Agreement including renewals shall not exceed five (5) years.

Article 3. Consideration.

In consideration of the furnishing of said fire protection (and emergency services) as aforesaid, the Town shall pay to the Village the annual sum of twenty-five thousand Dollars (\$25,000.00) to be charged upon the Fire Protection District, to be assessed and levied upon the taxable property within the Fire Protection District and collected with the Town taxes.

Article 4. Insurance.

A. The Village, at its sole cost and expense, shall maintain and keep in full force and effect for the duration of this Agreement the types of insurance coverage and limits as set forth below with insurance companies with a Best's Rating of A or better and licensed to do business in the State of New York. All insurance shall include the Town as an "Additional Insured."

B. The insurance required pursuant to this Section shall be written for not less than the limits specified in this Article 4 or required by law, whichever is greater. Coverage shall be maintained without interruption throughout the term of this Agreement. Town shall be given thirty (30) days' prior written notice via certified mail of cancellation, reduction, or non-renewal on any policy of insurance required by this Agreement. Failure of the Village to maintain and keep in force the insurance required by this Agreement shall constitute a material breach of this Agreement.

C. The Village shall deliver certificates of insurance evidencing the insurance coverages required by this Article 4 upon its execution of this Agreement and within forty-eight (48) hours after demand by the Town at any time during the term of this Agreement. All certificates of insurance shall be in the form reasonably acceptable by the Town. Upon written request from the Town, the Village shall deliver complete and true copies of any and all insurance policies required to be carried by the Village under this Article 4.

D. The Village shall carry the following insurance:

1. General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate;
2. Automobile Liability covering all fire trucks and all other vehicles utilized by the Village for the purposes of this Agreement with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles;
3. Statutory Workers Compensation & employer's liability coverage; and
4. Umbrella/Excess Liability with a limit of not less than \$1,000,000 per occurrence/aggregate.

Article 5. Reports.

A. The Village shall submit to the Town a report of its fire protection (and Emergency Services) calls for each calendar year in such detail as the Town requests.

B. The Village shall file with the Duanesburg Town Clerk, on or before the 15th of January, April, July and October of each calendar year, a list of all Village's members, directors and officers, as of the last day of the previous calendar quarter.

C. The Village agrees to file with the Duanesburg Town Clerk, within fifteen (15) days after receipt of the same, its audited annual financial statement.

Article 6. The Town's Right to Terminate the Agreement.

If the Village fails or refuses to comply with all applicable laws or ordinances, or otherwise is in violation of any of the provisions of this Agreement, the Town may, upon ten (10) days' written notice, specifying with particularity the basis therefore, terminate this Agreement. Said notice shall include a demand for a refund of a portion of the consideration specified in Article 3 hereof, consisting of amounts allocable to the period of time subsequent to the effective date of the notice. Said amount shall be determined by prorating the consideration set forth in Article 3 on a per diem basis from the effective date of the notice to the end of the contract term, not including any potential renewal period, which prorated amount shall be refunded to the Town. In the event the Village fails or refuses to refund said prorated amount, the unpaid balance shall accrue interest at the rate of 9% per annum, and the Village shall be

responsible for all of the Town's costs of collection of said amount, including, without limitation, reasonable attorneys' fees, whether or not an action is commenced, and all court costs.

Article 7. Independent Contractor.

It is hereby understood and agreed between the parties hereto that the relationship by this Agreement between the Town and the Village is one of an independent contractor and it is in no way to be construed as creating an agency relationship between the Town and the Village, nor is it to be construed as in any way or under any circumstance creating a joint venture, partnership or employment relationship.

Article 8. Indemnity and Hold Harmless Agreement.

A. To the fullest extent permitted by law, the Village hereby agrees to indemnify, defend and hold the Town, and its elected officials, officers, agents, and employees (collectively, the "Indemnified Parties") harmless of and from any and all liability of every name, nature and kind imposed upon the Indemnified Parties arising from the negligence or willful misconduct of the Village. The indemnification obligation hereunder shall include, without limitation, all reasonable attorneys' fees, costs and expenses, whether or not an action is commenced against an Indemnified Party.

B. Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any fire fighter or for the death of any fire fighter while engaged upon the performance of his or her duties, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State of New York, and members of the Village while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as volunteer fire fighters as provided for by law.

Article 9. No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, Village is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous written consent of the Town.

Article 10. Authority on Behalf of the Town.

The Town Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Duanesburg at a meeting thereof held on the 22nd day of February 2018. Roger Tidball, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one (1) copy shall be permanently filed, after execution, in the Office of the Duanesburg Town Clerk.

Article 11. No Waiver.

The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other, covenant, agreement, term or condition. By notice duly given, any party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement, or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other then existing, or subsequent, breach.

Article 12. Amendment or Termination.

A. By mutual consent of both parties, and after a public hearing held pursuant to notice, this Agreement may be amended, terminated, or terminated and a new contract entered into in lieu hereof, if the Town, after the hearing, determines by resolution that it is in the public interest to do so. The foregoing shall not apply to the termination of this Agreement by the Town pursuant to Article 6 of this Agreement.

B. In all of the above cases, the notice of hearing must state in general terms the reason why the existing contract is to be amended or terminated, and if a new contract is to be entered into, the notice must also describe the new contract in general terms.

Article 13. Severability.

Any provisions of applicable law, which supersede or invalidate any provision of this Agreement, shall not affect the validity of the remainder of this Agreement, and such remaining provisions shall be enforced as if such superseded or invalid provision(s) were deleted.

Article 14. Notice.

A. All notices, offers and communications required or permitted by this Agreement shall be made in writing and shall be deemed given when personally delivered to a party or mailed to a party, addressed as follows:

To the Town:

Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, New York 12056

With a Copy to the Counsel to the Town

Terresa M. Bakner, Esq.
Whiteman, Osterman & Hanna LLP
One Commerce Plaza, Suite 1900
Albany, New York 12260

To the Village:

Village of Esperance
P.O. Box 16
Esperance, New York 12066

With a Copy to:

None Designated

B. By notice given pursuant to this paragraph, either party may designate any further or different address to which subsequent notices, offers or other communications to it shall be sent.

Article 15. Miscellaneous.

A. The captions in the Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

B. When several counterparts of this Agreement have been executed, all counterparts shall constitute one and the same instrument.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

D. This Agreement contains the entire agreement of the Town and the Village with respect to the matters stated herein, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect, or be deemed to interpret, change or restrict the express provisions hereof.

E. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year here mentioned.

TOWN OF DUANESBURG

By: Roger Tidball
Its: Supervisor

VILLAGE OF ESPERANCE

By: _____
Its: _____

Town of Duanesburg Town Board

RESOLUTION INTRODUCING LOCAL LAW No. 3

RESOLUTION NO. 83 - 2018

April 26, 2018

WHEREAS, Local Law No. 3 of 2018 is hereby introduced amending the official Town Zoning Map to show tax map parcel 66.00-4-2.31(the "Property"), currently zoned C-2 (Commercial and Light Industrial) to be zoned R-1 (High Density Residential);

WHEREAS, the Property owner James Breitenstein applied to the Town Board to have his 50 +/- acre parcel rezoned;

WHEREAS, pursuant to Municipal Home Rule Law §10, "every local government shall have power to adopt and amend local laws not inconsistent with the provisions of the constitution or not inconsistent with any general law relating to its property, affairs or government"; and

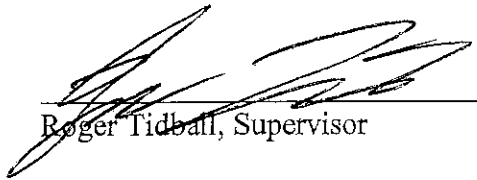
WHEREAS, the proposed rezoning was accompanied by a Short Form EAF and the proposed rezoning is an unlisted action pursuant to SEQRA and the Town Board is the only involved agency;

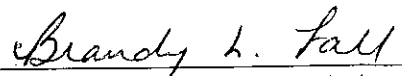
NOW THEREFORE BE IT RESOLVED, that each member of the Town Board has received the attached Proposed Local Law attached hereto; and

BE IT FURTHER RESOLVED, that the Town Board hereby declares itself SEQRA lead agency and refers the local law and rezoning application to the Town Planning and Zoning Board, as well as to the Schenectady County Planning Department; and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to publish a notice of public hearing on the local law/request for rezoning in the Schenectady Gazette to appear once no later than ten (10) days before the date of the public hearing which shall take place at the regular meeting of the Town of Duanesburg Town Board at the Town Offices at 5853 Western Turnpike, Duanesburg, NY 12056 on May 24, 2018 at 7:00 p.m..

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of April 26, 2018.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Council members Ganther, Passonno, Potter and Senecal, Supervisor Tidball
Absent:

Town Board Members:

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

TOWN OF DUANESBURG LOCAL LAW NO. 3 OF 2018

A LOCAL LAW AMENDING THE ZONING MAP OF THE TOWN OF DUANESBURG TO RE-ZONE TAX MAP PARCEL NO. 66.00-4-2.31 FROM C-2 (COMMERCIAL AND LIGHT INDUSTRIAL) TO R-1 (HIGH-DENSITY RESIDENTIAL)

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

Section 1. Title of the Local Law.

This local law shall be entitled "A Local Law Amending the Zoning Map of the Town of Duanesburg to Re-Zone Tax Map Parcel No. 66.00-4-2.31 From C-2 (Commercial and Light Industrial) to R-1 (High-Density Residential)."

Section 2. Authorization.

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

Section 3. Purpose.

The Town of Duanesburg has received an application from the owner of tax map parcel #66.00-4-2.31 which comprises +/- 50 acres on both sides of Duanesburg Road (NYS Route 7) as you enter the hamlet of Duanesburg. This property is currently zoned C-2 (Commercial and Light Industrial) and the owner has requested that the zoning be changed to R-1 (High Density Residential). The Town Board finds that this request for a zone change is consistent with the Comprehensive Plan and the character of the community along Duanesburg Road at this location.

Section 4. Zoning Map Amendmenet

The Town of Duanesburg Zoning Map is hereby amended to show the change of #66.00-4-2.31 from C-2 (Commercial and Light Industrial) to R-1 (High Density Residential) as set forth on the attached map.

Section 5 Supersession.

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

Section 6. Severability.

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

Section 7. Effective Date.

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

**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, May 24, 2018** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

Local Law No. 3 of 2018 entitled "A Local Law Amending the Zoning Map of the Town of Duanesburg to Re-Zone Tax Map Parcel No. 66.00-4-2.31 From C-2 (Commercial and Light Industrial) to R-1 (High-Density Residential)." The proposed law would re-zone the property identified as Tax Map Parcel No. 66.00-4-2.31, located in Duanesburg, Schenectady County, New York, from its current designation as C-2 (Commercial and Light Industrial) to R-1 (High-Density Residential).

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

PUBLIC NOTICE

"The resolution published herewith has been adopted on the 26th day of April, 2018, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Duanesburg in the County of Schenectady, State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the constitution".

s/ Jennifer M. Howe
Jennifer M. Howe, Town Clerk

A special meeting of the Town Board of the Town of Duanesburg, Schenectady County, New York was convened in public session at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056 on April 26, 2018, at 7:00 o'clock p.m., local time.

The Town Board members were accounted for as follows:

		(Present)	(Excused/Absent)
Roger Tidball	Supervisor	<u>X</u>	_____
John Ganther	Councilman	<u>X</u>	_____
Francis Potter	Councilman	<u>X</u>	_____
Randy Passonno	Councilman	<u>X</u>	_____
Jeff Senecal	Councilman	<u>X</u>	_____

84-18 RESOLUTION, APRIL 26, 2018

BOND RESOLUTION OF THE TOWN OF DUANESBURG, NEW YORK (THE "TOWN"), ADOPTED APRIL 26, 2018, AUTHORIZING THE FINANCING OF IMPROVEMENTS AND OTHER COSTS RELATED AND INCIDENTAL THERETO, FOR THE DUANESBURG SEWER DISTRICT NO. 3; ESTIMATING THE MAXIMUM AGGREGATE COST THEREOF TO BE \$3,300,000.00; APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,000,000.00 SERIAL BONDS OF THE TOWN TO FINANCE SAID COST.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Town Board of the Town of Duanesburg (by a favorable vote of not less than two-thirds of all the members), as follows:

SECTION 1.

Pursuant to Sections 31.00 and 32.00 of the Local Finance Law, constituting Chapter 33-A of the Consolidated Laws of the State of New York (the "Law"), the Town Board of the Town of Duanesburg hereby authorizes the financing of the construction of improvements for the Duanesburg Sewer District No. 3, including the installation of a gravity sewer collection system, construction of pump station, original equipment, machinery, furnishings, fittings, connections, fill, services, appurtenances and related site work, and the construction of a pump station and construction of a force main to convey wastewater to Duanesburg Sewer District No. 1, as well as upgrades to the existing wastewater treatment plant in order to achieve the benefits of connection thereto (collectively, the "Improvements"). The Duanesburg Sewer District No. 3 was duly created pursuant to a Resolution and Order Calling For Public Hearing duly adopted on January 8, 2015, as amended on January 26, 2015, and a Public Hearing duly held January 26, 2015, and Approving Resolution and Order duly adopted January 26, 2015, and approved by the Office of the New York State Comptroller on April 23, 2015, and by Final Resolution adopted May 14, 2015. The Town approved an extension of the Duanesburg Sewer District No. 3 pursuant to Resolution and Order 161-17 duly adopted on December 14, 2017, published, posted and filed with the New York State Office of the Comptroller and Schenectady County Clerk's Office pursuant to the provisions of Article 12-A of the Town Law. A Final Resolution and Order approving an increase in the maximum amount proposed to be expended for the improvement of Sewer District No. 3, was adopted by the Town on February 22, 2018, as Resolution 54-18.

SECTION 2

It is determined that this financing is for an assessable improvement and the period of probable usefulness of the aforesaid specific object or purpose is forty (40) years pursuant to Section 11.00(a)(1) of the Law. Pursuant to Section 23.00b-1 of the Law, bond anticipation notes issued anticipation of bonds for this assessable improvement may be renewed beyond five (5) years, provided that such renewals do not extend beyond the period of probable usefulness set forth in this Section 2 of the Resolution.

SECTION 3.

The plan of financing the maximum aggregate \$3,300,000.00 cost of the Improvements includes the issuance of \$3,000,000.00 bond anticipation notes or serial bonds and the levy of a tax upon the several lots and parcels of land especially benefited by the Improvements in proportion to the amount of benefited area as shown on the Map, Plan and Report dated January 2, 2015, and prepared by Delaware Engineering, D.P.C., as subsequently supplemented to include parcels included in the extension of Sewer District No. 3, to pay the principal of and interest on said bond anticipation notes or bonds as the same shall become due and owing. The Town has also secured significant grant funding in the aggregate amount of \$956,000, with \$750,000 being awarded by New York State Environmental Facilities Corporation, \$156,000 awarded by the Schenectady Metroplex Authority and \$50,000 awarded by the Dormitory Authority of the State of New York.

SECTION 4.

The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized to be expended pursuant to Section 165.10 of the Law for the specific object or purpose described in Section 1 of this resolution. If such temporary funds are used for any expenditure authorized in this resolution, the Town intends to reimburse such funds with the proceeds of the tax-exempt borrowing authorized and identified pursuant to Section 1 above.

SECTION 5.

The serial bonds issued to finance the cost of the object or purpose described in Section 1 above shall mature no later than forty (40) years to be measured from the date of the bonds or from the date of the first bond anticipation note issued in anticipation of the sale of such bonds, whichever date is earlier.

SECTION 6.

The Town hereby covenants and agrees with the holders from time to time of said serial bonds of the Town issued pursuant to this resolution, and any bond anticipation notes of the Town issued in anticipation of the sale of said bonds, that the Town will duly and faithfully observe and comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any proposed or final regulations of the Internal Revenue Service issued pursuant thereto (the "Regulations") unless, in the opinion of Bond Counsel to the Town, such compliance is not required by the Code and the Regulations to maintain the exemption of interest on said obligations from Federal income taxation.

SECTION 7.

The Town Board previously declared the establishment of the proposed Duanesburg Sewer District No. 3 and the construction of the Improvements is an unlisted action pursuant to the State Environmental Quality Review Act and declared its intent to be lead agency, all of which was circulated to the interested and involved agencies as required by law, and the Town Board, as lead agency, adopted a SEQRA Negative Declaration on November 13, 2014. The Town board also declared that the Negative Declaration did not need to be amended because the changes resulting from the extension of Sewer District No. 3 and the increase in the proposed amount to be expended, as authorized by Resolution 54-18, were not substantive and would not result in any adverse environmental impact not already considered in the existing environmental review.

SECTION 8.

Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. The faith

and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said serial bonds and any bond anticipation notes issued in anticipation of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

SECTION 9.

It is intended that this resolution shall constitute an official intent within the meaning of Section 1.150-2 of the Regulations to reimburse the Town with the proceeds of the aforesaid bonds or bond anticipation notes to the extent of applicable expenses paid by the Town prior to the issuance of such bonds or bond anticipation notes.

SECTION 10.

Subject to the provisions of this Bond Resolution and the Law, pursuant to the provisions of Section 30.00 of the Law relative to the authorization of the issuance of serial bonds and bond anticipation notes, or the renewals of said obligations and of Section 50.00 and Section 60.00 of the Law, the powers and duties of the Town Board of the Town relative to authorizing serial bonds and bond anticipation notes and prescribing the terms, form and content as to sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Supervisor of the Town, the chief fiscal officer of the Town. Pursuant to the provisions of paragraph a of Section 56.00 of the Law, the power to determine whether to issue bonds and bond anticipation notes having substantially level or declining annual debt service, as provided in paragraph d of Section 21.00 of the Law, is hereby delegated to the Supervisor of the Town, the chief fiscal officer of said Town. In addition to the delegation of powers described above, the powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor of the Town, who shall advertise such bonds for sale, conduct the sale and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Law and any other order or rule of the State Comptroller applicable to the sale of municipal bonds.

SECTION 11.

All costs and expenses in connection with the acquisition and development of the object and purpose set forth in Section 1 above, and the financing thereof by the sale of bonds, including but not limited to, the fees and expenses of bond counsel, financial advisors, underwriters feasibility consultants, counsel for the Town and other professionals, shall be paid to the extent permitted by law from the proceeds of the sale of such bonds.

SECTION 12.

The Town hereby authorizes its Supervisor to enter into any and all agreements, including but limited to agreements with the Environmental Facilities Corporation, as may be necessary and proper

to carry out the intent of the foregoing resolution.

SECTION 13.

The validity of the bonds authorized by this bond resolution and of any notes issued in anticipation of said bonds may be contested only if:

- (a) Such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) The provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or
- (c) Such obligations are authorized in violation of the provisions of the constitution.

SECTION 14.

This resolution supersedes, amends and restates in its entirety that certain Bond Resolution adopted by the Town on February 11, 2016, and this resolution or summary thereof shall be published in the designated official newspaper(s) of the Town for such purpose, together with a notice of the Clerk of the Town in substantially the form provided in Section 81.00 of the Law.

SECTION 15.

The bond resolution is not subject to a permissive referendum pursuant to Section 35.00(b)(1) of the Law.

SECTION 16.

This resolution shall take effect immediately.