

William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Lindsay Althiser, Deputy Town Clerk



Andrew Lucks, Council Member
Dianne Grant, Council Member
Nicholas Passonno, Council Member
Michael Santulli, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

P# 518-895-8920

Thursday, February 26, 2026

Town of Duanesburg is inviting you to view a scheduled Teams meeting.

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Microsoft Teams Meeting

Meeting ID: 273 517 141 611 5

Passcode: 66oA38UM

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to Order
Pledge of Allegiance
Moment of Reflection

Public Hearing: The Town Board is considering the adoption of a local law for the expansion of real property tax exemptions for senior citizens and those with disabilities and limited incomes pursuant to NY State Real Property Law Sections 459-c and 467.

Approval of minutes for: Town Board Meeting on Thursday January 22, 2026

Supervisors Report - January
Payment of Claims

Committee Reports

Highway
Public Safety
Park
Sewer Districts #1, 2 & 3
IT

Business Meeting:

- 1. Motion to authorize the town supervisor to sign the contract with Seeley Office Supply.**

2. **Motion to approve the new permit fees schedule.**
3. **Motion to authorize the Town Supervisor to sign the grinder pump easement for a sewer connection within sewer district no. 3**
4. **Motion to adopt local law #1 of 2026 entitled superseding and replacing all prior local laws, ordinances, and resolutions of the Town of Duanesburg relating to the authorization of a real property tax exemption under the authority of the New York State Real Property Tax Law Sections 459-c and 467.**

DEC Duane Lake Discussion.

Privilege of the Floor:

Comments are limited to 5 minutes per person. Please state your name and address for the record. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

**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, February 26, 2026** at **7 p.m.** for the purpose of hearing all persons interested in the matter of:

The Town Board is considering the adoption of a local law for the expansion of real property tax exemptions for senior citizens and those with disabilities and limited incomes pursuant to NY State Real Property Law Sections 459-c and 467.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: February 12, 2026

TOWN OF DUANESBURG
Local Law No. 1 for the Year 2026
Adopted February 26, 2026

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

Section 1. Title

A local law superseding and replacing all prior Local Laws, Ordinances, and Resolutions of the Town of Duanesburg relating to the authorization of a real property tax exemption under the authority of the New York State Real Property Tax Law Sections 459-c and 467.

Section 2. Purpose

The purpose of this local law is to expand the income brackets currently used to grant residents of the Town property tax exemptions to bring such brackets in line with Schenectady County's income-based property tax exemption brackets. As costs increase, this expansion is necessary to provide financial relief to residents in need and further make Duanesburg an attractive destination for folks to live, work, and retire. This local law is intended to restate, consolidate, and superseded all prior enactments on this subject in a single, clear framework consistent with current state law.

Section 3. Authority

This local law is adopted pursuant to Sections 10 and 20 of the Municipal Home Rule Law and Sections 459-c and 467 of the Real Property Tax Law.

Section 4. Disabilities & Limited Incomes – RPTL § 459-c

1. Pursuant to Real Property Tax Law § 459-c, the Town of Duanesburg hereby grants a partial exemption from real property taxation to qualifying real property owned by persons with disabilities and limited incomes, subject to the eligibility criteria, income limits, application requirements, and exemption percentages set forth in said statute and as further provided herein. The exemption authorized by this section shall be granted in accordance with the income eligibility limits and corresponding exemption percentages set forth in Section 6 of this local law, which are hereby adopted pursuant to Real Property Tax Law § 459-c.
2. Applications for the exemption authorized by this section shall be filed with the Town Assessor on forms prescribed by the New York State Office of Real Property Tax Services and in accordance with the deadlines and procedures set forth in the Real Property Tax Law.

Section 5. Senior Citizens – RPTL § 467

1. Pursuant to Real Property Tax Law § 467, the Town of Duanesburg hereby grants a partial exemption from real property taxation to qualifying real property owned by persons sixty-five years of age or over, subject to the eligibility criteria, income limits, application

requirements, and exemption percentages set forth in said statute and as further provided herein. The exemption authorized by this section shall be granted in accordance with the income eligibility limits and corresponding exemption percentages set forth in Section 6 of this local law, which are hereby adopted pursuant to Real Property Tax Law § 467.

2. Applications for the exemption authorized by this section shall be filed with the Town Assessor on forms prescribed by the New York State Office of Real Property Tax Services and in accordance with the deadlines and procedures set forth in the Real Property Tax Law.

Section 6. Income Eligibility Limits and Exemption Percentages Table

Pursuant to Real Property Tax Law §§ 459-c and 467, the following table establishes the maximum income eligibility limits and the corresponding exemption percentages applicable to the exemptions authorized by this local law.

Exemption Percent	Minimum Income	Maximum Income
50	0.00	29,000.00
45	29,000.01	29,999.99
40	30,000.00	30,999.99
35	31,000.00	31,999.99
30	32,000.00	32,899.99
25	32,900.00	33,799.99
20	33,800.00	34,699.99
15	34,700.00	35,599.99
10	35,600.00	36,499.99
5	36,500.00	37,399.99

The income ranges and exemption percentages set forth above shall be applied in accordance with the definitions, calculations, and eligibility criteria contained in Real Property Tax Law §§ 459-c and 467, as amended from time to time. For purposes of applying the foregoing table, income amounts shall be deemed inclusive of the minimum income figure and exclusive of the maximum income figure, unless otherwise required by state law.

Section 7. Repeal

All local laws, ordinances, resolutions, and parts thereof previously adopted by the Town of Duanesburg relating to or authorizing real property tax exemptions pursuant to Real Property Tax Law §§ 159-c and 467 are hereby repealed and superseded.

Section 5. Conflicting Standards

Where the requirements of this Local Law impose a different restriction or requirement than imposed by other sections of the Code of the Town of Duanesburg, the Town Law of the State of New York, or other applicable rules and regulations, the requirements of this Local Law shall prevail where they are not otherwise preempted.

Section 9. Severability

The invalidity of any word, section, clause, paragraph, sentence, part, or provision of this Local Law shall not affect the validity of any other part of this Local Law that can be given effect without such invalid part or parts.

Section 10. Effective Date

This local law shall take effect upon filing with the Secretary of State and shall apply to assessment rolls based on taxable status dates occurring on or after the date of such filing.

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 of JANUARY 2026

Revenues

Fund	Amount
General Fund	\$3,898.59
Highway Fund	\$1,250.46
Fire District	\$1,023,531.22
Lighting District #1	\$8,750.00
Lighting District #2	\$16,653.00
Lighting District #3	\$7,700.02
Drainage	\$0.00
Sewer District #1	\$387,133.79
Sewer District #2	\$356,750.65
Sewer District #3	\$121,474.09
Total	<u>\$ 1,927,141.82</u>

Disbursements

General Fund	\$77,237.47
Highway Fund	\$71,701.52
Fire District	\$1,000.00
Lighting District #1	\$725.67
Lighting District #2	\$1,447.33
Lighting District #3	\$647.42
Drainage	\$0.00
Sewer District #1	\$138,110.07
Sewer District #2	\$14,472.63
Sewer District #3	\$80,429.68
Total	<u>\$ 385,771.79</u>

TOWN OF DUANESBURG
CASH REQUIREMENTS PER FUND
2/26/26

FUND	AMOUNT
General Fund A	24,337.17
General OV B	1,970.35
Highway Fund DA	14,170.82
Highway OV-DB	2,992.93
Planning Board	1,362.34
Sewer District #1	5,673.24
Sewer District #2	26,499.44
Sewer District #3	2,416.48
TOTAL TRANSFERS TO AP	79,422.77

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____ 2026

February 26, 2026

Resolution

WHEREAS, the Town Clerk has obtained the attached proposal and contract from Seeley Office Supply to lease photocopiers to the Town of Duanesburg; and

WHEREAS, the proposal is an improvement over the Town's existing arrangement for photocopiers and will result in the Town leasing new photocopiers as well as paying any remaining fees due to the Town's current provider of photocopiers.

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to sign the proposal and contract with Seeley Office Supply to lease photocopiers to the Town at the recommendation of the Town Clerk.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 26, 2026.

William Wenzel, Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain



Seeley Sales Agreement

95 BROAD ST, PO BOX 475
GLENS FALLS, NY 12801

Phone: (518) 793-5168 · Fax: (518)793-0311

"Turning a new leaf in printing solutions"

Sold To:

Town of Duanesburg

5853 Western Turnpike, Duanesburg NY 12056

Ship To:

Town of Duanesburg

5853 Western Turnpike, Duanesburg NY 12056

QTY	Model	Equipment Description	Lease Price
2	Konica Minolta Bizhub C300i	Certified Multifunction System - Color	\$450.00
1	Konica Minolta Bizhub 300i	Certified Multifunction System - B&W	
		*Includes Network Installation and Training	
		*Seeley To Provide Lease Pay Off Check for \$3,400 to Cover Both Remaining Lease payments	
		*Seeley To Provide \$3,000 Equipment Trade In Check	
Service Maintenance Agreement			
Lease Includes 15,000 B&W & 7,400 Color			
	BLACK/WHITE	Color	BILLING CYCLE
LABOR	Included		CHECK ONE
TRAVEL-TIME	Included		ANNUAL
PARTS	Included		QUARTERLY
TONER	Included		MONTHLY
Overage Rate	0.007	0.05	BLOCK OF TIME
Total			\$450.00

Signed: _____

This Cost Per Copy Lease Agreement ("Agreement") has been written in "Plain English." When we use the words Customer, you and your in this Agreement, we mean the Customer indicated below. When we use the words we, us, our and TASEELEY, we mean TA Seeley Office Systems, Inc.

CUSTOMER INFORMATION	Customer Name: Town of Duaneburg	Application # 1102150
	Billing Street Address/City/County/State/Zip: 5853 Western Turnpike, Duaneburg, Schenectady, NY 12056-1820	Agreement #
	Equipment Location (if different from above):	Customer Phone #: 5188958920
	Customer # 1562953	
State in which Customer was organized: State Organizational ID #: _____		

SUPPLIER INFORMATION	Supplier Name: TA Seeley Office Systems Inc Street Address/City/State/Zip: 95 Broad St, Glens Falls, NY 12801	Supplier Phone #: 518-793-5168
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EQUIPMENT DESCRIPTION	Quantity	Make/Model	Serial #	Quarterly Copy Allowance		Overage Rate Per Copy**	
				* B&W	Color	B&W	Color
		Konica Minolta Bizhub C300i		15,000	7,400	.007	.05
		Konica Minolta Bizhub 300i					

TERM AND PAYMENT SCHEDULE
 Initial Term: 63 Months
 Monthly Minimum Payment: 63 months at \$450.00 (plus taxes)
***INCLUDED IN MONTHLY MINIMUM PAYMENT - NOT SUBJECT TO ADJUSTMENT FOR OVER OR UNDER USAGE.**
**** OVERAGE BILLING FREQUENCY (MONTHLY QUARTERLY SEMI ANNUAL ANNUAL)**

- | | | |
|--|---|--|
| 1) Total Advance Payment: = \$0.00 | You agree to pay at the time you sign this Agreement: | If more than one Monthly Minimum Payment is required in advance, the additional amount will be applied at the end of term. |
| 2) One-time Documentation Fee: = \$95.00 | Total of 1 + 2 = \$95.00 (plus taxes) | |
- We may collect from you on behalf of the Supplier a monthly Supply Freight Fee to cover Supplier's cost to ship supplies to you.**

END OF TERM PURCHASE
 Upon Lease expiration and at least 90 days prior notice to us, if you are not in default, you have the option to _____ Fair Market Value purchase not less than all the Equipment for the amount indicated at right, plus applicable taxes. The X \$ 1.00 purchase option shall be at Fair Market Value unless another option is selected. _____ 10% of Total Cash Price

ADMINISTRATION We are acting as a finance lessor with respect to the Equipment and are entitled to the Monthly Minimum Payment without regard to the service and/or supplies to be provided by the Supplier. **TASEELEY IS NOT RESPONSIBLE FOR PROVIDING SUPPLIES OR SERVICE. YOU AGREE TO LOOK SOLELY TO THE SUPPLIER FOR ANY SUPPLIES OR SERVICE.**

TERMS AND CONDITIONS
 BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE AND AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND THE TERMS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (ii) THIS AGREEMENT IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES AND WILL NOT TAKE THE EQUIPMENT OUT OF SERVICE AND HAVE A THIRD PARTY PAY (OR PROVIDE FUNDS TO PAY) THE AMOUNTS DUE HEREUNDER, AND (iv) THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO.

Customer Name: <u>Town of Duaneburg</u>	TA SEELEY OFFICE SYSTEMS, INC
By: _____	By: _____
Print Name: _____	Print Name _____
Title: _____	Title: _____
Date: _____	Date: _____
Tax ID No. _____	
E-mail Address: _____	

PERSONAL GUARANTY: The undersigned guarantees that the Customer will make all payments and perform all other obligations under the Agreement when due. The Undersigned agrees that this is a guaranty of payment and not of collection, and that TASEELEY can proceed directly against undersigned without first proceeding against the Customer, the Equipment or other collateral. The undersigned also waives all suretyship defenses and any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of a default, the undersigned will immediately pay any and all sums due in accordance with the default provisions of the Agreement. The Undersigned will pay to TASEELEY all expenses (including attorneys' fees) incurred by us in enforcing our rights against the undersigned or the Customer. If more than one person has signed this personal guaranty, each of the undersigned agrees that his/her liability is joint and several. The Undersigned authorizes us or any of our affiliates or assigns to obtain credit bureau reports and make credit inquiries regarding the undersigned's personal credit. **THE UNDERSIGNED CONSENTS TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.**

X _____	X _____
Personal Guarantor (no title)	Personal Guarantor (no title)
Print Name: _____ Date: _____	Print Name: _____ Date: _____
Home Street Address/City/State/Zip: _____	Home Street Address/City/State/Zip: _____
Phone No.: _____	Phone No.: _____
E-mail Address: _____	E-mail Address: _____

1. AGREEMENT. You agree to lease the equipment and other property described on the front of this Agreement and any schedule attached hereto ("Equipment") on the terms and conditions of this Agreement. If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Agreement. You authorize us to fill in the Commencement Date, serial numbers and other information. The term of this Agreement shall commence on the date the Equipment is delivered to you unless otherwise mutually agreed upon between you and us ("Commencement Date"). The first Monthly Minimum Payment shall be due on the date we specify in the month following the Commencement Date (each, a "Payment Due Date"), as set forth in our invoice and the remaining Monthly Minimum Payments will be due on the same day of each subsequent month until paid in full. We may charge you a portion of one Monthly Minimum Payment for the period from the Commencement Date until the day that is one month prior to the first Payment Due Date ("Interim Rent"). Interim Rent shall be due and payable as invoiced. Overage Charges shall be invoiced on frequency specified in the Term and Payment Schedule and shall be due as specified in the invoice. You will make all payments required under this Agreement to us at such address as we may specify in writing. If any amount payable to us is not paid within three (3) days of when due, you agree to pay us a late charge equal to (a) the greater of \$10.00 or 10% of the amount which is late, or (b) if less, the maximum legal amount. You agree to pay us \$25.00 for each check by phone payment and \$35.00 for each returned check. Amounts which are not paid within 30 days of the date when due shall accrue interest at the lesser of 1.5% per month or the maximum legal rate from such 30th day until paid in full. You authorize us to adjust the Monthly Minimum Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) differs from the estimated Total Cash Price. On an annual basis, the Monthly Minimum Payment and/or Overage Rate Per Copy may be increased by a maximum of 15% of the amount previously then in effect. In the event the United States tax laws change prior to, or during, the Initial Term, we have the right to increase the remaining Monthly Minimum Payments to achieve our originally anticipated economic return. If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Agreement any warranties of the manufacturer or Supplier in a Supply Contract.

3. EQUIPMENT USE AND RETURN. You will keep and use the Equipment at the Equipment Location shown on the first page of this Agreement. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you notify us in writing at least 90 days (but not more than 150 days) prior to the expiration of the Agreement, or any renewal term, of your intention to return the Equipment to us or to exercise the purchase option indicated above, this Agreement will automatically renew on a month-to-month basis at the same Monthly Minimum Payment amount until you either exercise the purchase option or provide us with the required notice and return the Equipment to us. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty. If you elect to return the Equipment to us, it must be returned to the location that we designate by the last day of the term, or such applicable renewal term. Your obligation to pay rent will continue until the Equipment is returned to our designated return location. You are responsible for all expenses incurred in returning the Equipment to us and agree to pay us a Restocking Fee equal to one additional Lease payment if the Equipment is returned for any reason. **PRIOR TO THE RETURN OF ANY ITEM OF EQUIPMENT, YOU SHALL CAUSE THE REMOVAL OF ALL INFORMATION STORED IN THE MEMORY OF SUCH EQUIPMENT AND IF YOU FAIL TO DO SO, WE MAY CHARGE YOU A FEE FOR SUCH REMOVAL WHICH MAY BE HIGHER THAN WHAT YOU WOULD PAY IF YOU COMPLIED WITH SUCH OBLIGATION, AND WHICH MAY RESULT IN A PROFIT TO US.**

4. TAXES AND FEES. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment under this Lease. The Minimum Monthly Payments shown above do not include any applicable taxes. We will include any applicable taxes and fees in our invoice to you. You agree to pay the tax and fees in addition to your Minimum Monthly Payments. If we pay any taxes (including personal property taxes), fees or penalties on your behalf, you will pay us on demand the amount we have paid on your behalf plus an administrative fee. You agree to pay us upon invoice a documentation fee equal to the amount specified on page one of this Agreement, or if not so specified, the greater of either \$250.00 or 0.5% of the total of Equipment invoices to cover our expense in processing this Agreement. If we require a site inspection to verify the condition and/or existence of the Equipment, or you request administrative services (e.g., tax research), you agree to reimburse our costs as invoiced.

5. RISK OF LOSS AND INSURANCE. From the time the Equipment is ordered until it is returned in the required condition or purchased by you ("Risk Period"), you are responsible for all risk of loss or damage to the Equipment. During the Risk Period, you will procure and maintain at your expense, property insurance for the full replacement value of the Equipment, and public liability insurance in an amount acceptable to us, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. You will provide us evidence of such insurance when requested, naming us as loss payee and as an additional insured. If you fail to maintain insurance

satisfactory to us or fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure insurance from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the amount specified in Section 7(a) below.

6. TITLE; RECORDING. We are the owner of the Equipment and hold title to the Equipment (excluding items of Equipment which are licensed software and products). You will keep the Equipment free of all liens and encumbrances. You agree that this transaction is a true lease. However, as a precaution in case this transaction is deemed to be a lease intended for security, you grant us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us such signed documents as we may request to protect our interest in the Equipment. You irrevocably authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment and agree to reimburse us for the cost of such filings and lien searches.

7. DEFAULT. If you or any guarantor: (i) do not pay the Monthly Minimum Payment or any other amount payable to us within ten (10) days of its due date, (ii) breach any of the terms or conditions of this Agreement, any guaranty or license relating to the Equipment, (iii) breach any terms of any other agreement with us or any affiliate of ours, (iv) cease to exist, transfer all or substantially all of your assets, or undergo a change of control, then you will be in default of this Agreement and any other agreement you may have entered into with us or any of our affiliates. If you default, we may in our sole discretion require you to do any one or combination of the following: (a) immediately pay all amounts then due, plus the balance of the remaining Monthly Minimum Payments, Interim Rent and residual value of the Equipment, as determined by us; (b) promptly return all of the Equipment; (c) allow us to peacefully repossess the Equipment; or (d) use any and all remedies available to us under the Uniform Commercial Code or any other applicable law. You agree to pay the cost of repossession and our reasonable attorney's fees and costs associated with any action we may take in the event of your default including but not limited to costs associated with collections efforts, calls, and notices. We may apply any security deposits to your obligations under this Agreement. Upon termination, if you are not in default, any security deposit will be refunded without interest. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall be reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds.

8. FINANCE LEASE STATUS. You agree that if Article 2A of the Uniform Commercial Code applies to this Agreement, this Agreement will be considered a "finance lease" as that term is defined therein. You agree that you have received and approved a copy of the Supply Contract or that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A.**

9. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

10. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions ("Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, lease, possession, or delivery of the Equipment, (b) any defects in the Equipment, or (c) the failure to remove information stored in the memory of the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.

11. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

12. CHOICE OF LAW: THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS OF PENNSYLVANIA. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

13. MISCELLANEOUS. You agree that the terms and conditions contained in this Agreement make up the entire agreement between you and us regarding the lease of the Equipment. This Agreement is not binding on us until we sign it. Any change in any of the terms and conditions of this Agreement must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time. All of our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws, and any excess interest or payment will be applied to payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Agreement, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Customer has signed this Agreement, each of you agree that your liability is joint and several. This Agreement may be executed in counterparts; an electronic transmission shall have the same force and effect as delivery of an original. The "original" of this Agreement shall be the one that has both our signatures in any form and is held or controlled by us; and to the extent that this Agreement constitutes chattel paper a security interest may only be created in such original. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.



State and Local Government Addendum

Reference: **Application No. 1102150**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **TA Seeley Office Systems, Inc** ("we" "us" and "ours") and **Town of Duanesburg** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town of Duanesburg	TA SEELEY OFFICE SYSTEMS, INC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____ 2026

February 26, 2026

Resolution

WHEREAS, the Town of Duaneburg Code Enforcement Officer/Building Inspector, Chris Parslow has recommended that the fees for certain services that the Town provides be increased; and,

WHEREAS, the Town Board has reviewed the attached list of fee increases and agrees that the Town has experienced increased costs over time and that the fees should be revisited;

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the increased fees on the attached list per the recommendation of the Town CEO.

By (unanimous/majority) vote of the Town Board of the Town of Duaneburg at its regular meeting on February 26, 2026.

William Wenzel, Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

**Town of Duanesburg
Building, Planning, Zoning, Sanitation
Fee Schedule**

Residential

1. New Single Family Dwellings

- a) Having up to 1000 sq ft. floor Area \$ 300.00
- b) Having 1001 to 2000 sq ft. floor Area 410.00
- c) Having 2001 to 3000 sq ft. floor Area 525.00
- d) Having over 3000 sq ft. floor Area add \$125 for each additional 1000 sq ft.

2. New Two Family and Multi Family Dwellings

- a) Having up to 2000 sqft. floor Area \$ 450.00
- b) Having 2001 to 3000 sq ft. floor Area 560.00
- c) Having 3001 to 4000 sq ft. floor Area 675.00
- d) Having over 4000 sq ft. floor Area add \$150 for each additional 1000 sq ft.

3. For Residential Uses – Garage attached/detached; sheds; Pole Barns;

Decks; Porches; breezeways; carports

- a) Having up to 350 sq ft. \$ 75.00
- b) Having 351 to 750 sq ft. 150.00
- c) Having 751 to 1500 sq ft. 300.00
- d) Having over 1500 sq ft. add \$100 for each additional 500 sq ft.

4. For Residential Uses – Additions or Alterations

- a) Having up to 500 sq ft. \$ 150.00
- b) Having 501 to 1000 sq ft. 225.00
- c) Having 1001 to 1500 sq ft. 300.00
- d) Having over 1500 sq ft floor area add \$100 for each additional 500 sq ft.

Commercial

5. New Commercial Buildings

- a) Having up to 1500 sq ft. \$ 475.00
- b) Having 1501 to 3000 sq ft. 600.00
- c) Having 3001 to 5000 sq ft. 800.00
- d) Having over 5000 sq ft. add \$150 for each additional 2500 sq ft.

6. For Commercial Uses – Additions and Alterations

- a) Having up to 1000 sq ft. \$ 275.00
- b) Having 1001 to 2000 sq ft. \$ 400.00
- c) Having 2001 to 4000 sq ft. \$ 625.00
- d) Having over 4000 sq ft. add \$125 for each additional 1500 sq ft.

7. For Commercial Uses- Accessory Structures

- a) Having up to 350 sq ft. \$ 100.00
- b) Having 351 to 750 sq ft. 200.00
- c) Having 750 to 1500 sq ft 300.00
- d) Having over 1500 sq ft. add \$100 for each 500 sq ft.

All Others

8. Swimming Pools – Residential and Commercial

- a) Above Ground \$ 50.00
- b) In – Ground 100.00

9. Heating Systems – Woodstove, Pellet, Gas; Oil, Electric; Solar Panels (accessory use)

a) When not installed in New Construction \$ 50.00

10. Certificate of Occupancy

a) New Building or structures, Additions & Alterations, Mobile Homes \$ 45.00

b) Operating Permits 40.00

c) Temporary Certificate of Occupancy 75.00

11. Sanitation Permits

a) New Residential \$ 100.00

b) New Commercial 150.00

c) Repairs 75.00

d) Sewer Connection & Permit 1050.00

e) Grinder pump add additional \$150 for inspections

12. Demolition Permits

a) All building or structures and or parts of \$ 50.00

13. Floodplain Development Permit

a) All Applications \$ 150.00

14. Renewal Fees

a) All renewals are based on a percentage of completion and the original fee

15. Sign Permits

a) Home Occupation Signs \$ 50.00

b) Commercial Signs 175.00

16. Change of Zone Application

a) All Requests \$ 300.00

17. Variance Applications

a) Residential \$ 150.00

b) Commercial 225.00

18. Special Use, Site Plan, Home Occupation, Wind, Applications \$150.00

19. Subdivisions – Lot line Adjustment, Minor, Major

a) Lot line Adjustment \$ 100.00

b) Minor Subdivision 2 lots 150.00

c) Major 3 to 5 lots 750.00

d) Major 6 to 9 lots 1225.00

e) Major 10 or more lots 1500.00

20. Parkland Fees are required for more than 3 lots add \$250.00 to for each additional lot

21. Telecommunication Towers & Facilities See Local Law #4 2001

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____ 2026

February 26, 2026

Resolution

WHEREAS, the Town of Duanesburg Town Board has reviewed the attached grinder pump easement which is in the form of easement typically used by the Town Sewer Districts;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the grinder pump easement for a sewer connection within sewer district no. 3 and any other necessary forms for recording the easement and when the easement is fully executed for the Town Clerk to file the easement with Schenectady County Real Property at the expense of the property owner who is connecting to the sewer system.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 26, 2026.

William Wenzel, Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

GRINDER PUMP EASEMENT AND MAINTENANCE AGREEMENT

THIS GRINDER PUMP EASEMENT AND MAINTENANCE AGREEMENT (this “Agreement”) made as of _____, 2025 by and between the Town of Duanesburg, a municipality organized and existing under the laws of the State of New York, with its office located at 5853 Western Turnpike, Duanesburg, New York 12056 (“Town”), and J&N Adamec Enterprises, LLC having an address of 389 Masullo Parkway, Schenectady, NY 12306 (“Owner”).

WHEREAS, Owner is the owner of real property in the Town of Duanesburg, having an address of 392 Depot Road aka Lot #3 Depot Road on a map entitled “Subdivision Amendment Plan, lands now or formerly Kniese Properties LLC, Depot Road”, made by ABD Engineers & Surveyors, dated July 26, 2024 and filed in the Schenectady County Clerk’s Office on January 7, 2025 as Map P-375 and designated as Tax Map Parcel No.: a portion of 55.00-4-22.12, (the “Property”); and

WHEREAS, Town has installed, at its sole cost, a grinder pump system on the Property so that the Town can provide public wastewater service to the Property; and

WHEREAS, the grinder pump system consists of a grinder pump, a grinder pump basin, an electric control panel along with related conduits and wiring from the panel to the basin, and a pipeline, and shut off valve on such pipeline, from the grinder pump basin to the Town’s sanitary sewer main (hereinafter called the “Grinder Pump System”); and

WHEREAS, the owner will install or has installed, at its sole expense, the pipeline (lateral line) from the house to the grinder pump basin (hereinafter called the “Owner’s Portion of the System”); and

WHEREAS, the Town agrees to maintain ownership of the Grinder Pump System, and to provide for operation, maintenance, repair, service and replacement for the Grinder Pump System, under certain conditions which are outlined in this Agreement.

NOW THEREFORE, for and in consideration of the covenants set forth herein, and intending to be legally bound, the parties to this Agreement agree as follows:

Ownership

1. Town shall own and be responsible for any and all operation, maintenance, service, repair, and replacement of the Grinder Pump System, at Town’s sole cost except for certain exceptions outlined herein.
2. Owner shall own and be responsible for any and all operation, maintenance, and service of the Owner’s Portion of the System, including electricity to operate the Grinder Pump System, at the Owner’s sole cost. The town shall have no

responsibility for the operation, maintenance, repair or replacement of the Owner's Portion of the System.

Services Provided by Town

3. Town shall perform routine maintenance of the Grinder Pump System and repair or replace Grinder Pump System components that are malfunctioning, provided those damages are due to ordinary wear and tear.
4. Town shall, at its sole cost, be responsible for the actual service work (including repairs or replacements) that it performs, or has performed to the Grinder Pump System, while on a service call, provided such repairs and replacements are not caused by the Owner's negligence or willful actions as described elsewhere in this Agreement.
5. Town reserves the right to charge Owner for repair cost that Town, at its sole discretion, determines to be caused by the Owner's negligence or willful misconduct, including, without limitation, the discharge of prohibited materials. Repair costs for the purpose of this section, shall include all costs incurred by Town in responding to an Owner service call request, including costs of transportation of Town personnel to and from the Property when responding to a service call request from the Owner, and all repair costs including personnel time, materials, and supplies needed for the repair. Owner hereby agrees to make prompt and full reimbursement of such costs when invoiced by the Town.

Access

6. Owner agrees to keep the Grinder Pump System accessible to Town and unobstructed at all times. Accessible and unobstructed means that, other than the structure that the electrical control panel is fastened to, none of the following shall be placed within five (5) feet of the Grinder Pump System components:
 - Structures
 - Fencing
 - Fixed Objects
 - Unattached/readily movable objects, unless authorized in writing by the Town
 - Trees, shrubs, and other plantings, other than turf grass, unless authorized in writing by the Town
7. Owner agrees to cooperate fully with Town in providing free and clear access at all reasonable times to Town for the purpose of constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Grinder Pump System. Owner agrees that no new buildings or other new structure,

- plantings, fencing, or other fixed or movable objects shall be placed on the property that would obstruct Town from free access to the Grinder Pump System.
8. Town shall repair or compensate the Owner for damages which may be suffered in the construction, reconstruction, repair, inspection, testing, operation, maintenance, service, removal and relocation of the Grinder Pump System, except that Town shall not be responsible for repairing or replacing any landscaping, surface material or other surface, fencing, or buried and/or other site improvements that constitute obstructions as prohibited in this Agreement.
 9. Owner is encouraged, but not required, to remove snow from the access easement to the Grinder Pump System. In lieu of Owner removing the snow, Owner shall permit Town to clear snow from the access easement as necessary to access the Grinder Pump System. Although Town will attempt to minimize disturbance to the Property when clearing snow, Town shall not be responsible for repairing or replacing any turf grass damaged during the removal of snow.
 10. Town shall not be responsible to repair or replace turf grass or turf on the Property due to normal wear and tear as a result of Town's operation and maintenance of the Grinder Pump System, including damage caused by vehicles or foot traffic during wet weather.

Granting of Easement and Right-of-way

11. Owner (the "Grantor") grants at no cost to Town and Town's employees, agents, engineers, contractors and representatives (the "Grantee") the free and uninterrupted perpetual right, use, liberty and privilege of constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Grinder Pump System on, upon, under and through the property, with an address as set forth in **Exhibit A** hereto attached and made part hereof.
12. The width of the easement or right-of-way herein granted for the constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Grinder Pump System shall be ten (10) feet, being five (5) feet on each side of the installed pipe and/or conduit line location, plus the area on which the Grinder Pump Basin is located and a ten (10) feet radius perimeter around the grinder pump basin.
13. Together with free ingress, egress and regress to and for the said grantee, its successors and assigns, and its agents or employees, on, over, and through the land as identified as **Exhibit A** (as limited in width as hereinbefore described), at all times and seasons forever hereafter, in order to construct, reconstruct, repair, inspect,

- test, operate, maintain, service, remove and relocate the Grinder Pump System, wherever the Grinder Pump System is located on the Grantor's property.
14. The Grantor herein as a covenant running with the land, for himself or herself, his or her heirs, executors, administrators, successors and assigns, does covenant that no new building or other new structure shall be erected or maintained within the width of the easement or right-of-way herein granted.
15. Grantee shall pay, or cause to be paid to the party entitled hereto, all damages to fences, timber, buildings or land which may be suffered in the construction, reconstruction, repair, inspection, testing, operation, maintenance, service, removal and relocation of the Grinder Pump System within the boundaries of the right-of-way or easement as described herein on the property as identified on **Exhibit A**, provided the damages are not to repair or replace any landscaping, surface material or other surface, fencing, or buried and/or other site improvements that constitute obstructions as described in this Agreement.

Indemnity and Liability

16. Owners agrees to defend, indemnify and hold harmless Town, its officers and board members, its servants, agents and/or employees, from any claim for any injury or damage of any nature or kind whatsoever, including cost of investigation and defense and including but not limited to reasonable attorneys' fees, arising from the use, maintenance, repair or replacement of Owner's Portion of the System or from Owner's negligent or willful actions with respect to the use of the Grinder Pump System.
17. Owner hereby releases and forever discharges Town from any and all claims in law or in equity from any damage that may result from the flooding in a basement or a section of any building below grade construction which has plumbing fixtures, caused by blockage, or back flow of sewers occurring in Owner's Portion of the System. Owner, for him or herself and for Owner's successors and assigns hereby acknowledge their full responsibility for the operation, maintenance or repair or replacement of Owner's Portion of the System and acknowledge that Town is not in any way responsible for such operation, maintenance, repair or replacement of Owner's Portion of the System.

Assignability

18. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto. All covenants and obligations contained in this Agreement shall be covenants and obligations running with the land and shall be binding upon subsequent owners of the Property.

This Agreement shall be filed and recorded in the Office the Schenectady County Clerk. Cost of filing and recording shall be paid by Town.

Miscellaneous

19. Owner agrees that he/she shall not make any structural changes or modifications to the Grinder Pump System without Town's written consent and approval. Any Owner modifications, if approved by Town, shall be at the Owner's sole expense.
20. Any Owner modifications made to the Grinder Pump System without Town's written consent shall relieve Town of its obligation to repair or replace the Grinder Pump System components at Town's cost and expense.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the ____ day of ____, 2025.

Town of Duaneburg

By: _____

Its:

J&N Adamec Enterprises, LLC

By: John Adamec

Its: member

EXHIBIT A

392 Depot Road, Duanesburg, New York 12056 aka Lot #3 Depot Road on a map entitled "Subdivision Amendment Plan, lands now or formerly Kniese Properties LLC, Depot Road", made by ABD Engineers & Surveyors, dated July 26, 2024 and filed in the Schenectady County Clerk's Office on January 7, 2025 as Map P-375

RESOLUTION ADOPTING LOCAL LAW NO. 1 of 2026

RESOLUTION NO. _____ of 2026

February 12, 2026

WHEREAS, the Town of Duanesburg proposes the attached local law for the expansion of real property tax exemptions for senior citizens and those with disabilities and limited incomes; and,

WHEREAS, this action qualifies as a Type II action under SEQRA per 6 NYCRR Part 617.5(c)(26); and,

WHEREAS, the Town of Duanesburg is the only involved agency for the review of this Type II action; and,

THEREFORE, BE IT RESOLVED, that the Town Board, as SEQRA lead agency for this Type II action, hereby introduces the Proposed Local Law 1 of 2026 superseding and replacing all prior Local Laws, Ordinances, and Resolutions of the Town of Duanesburg relating to New York State Real Property Law §§ 459-c and 467; and,

BE IT FURTHER RESOLVED, that a duly noticed public hearing be held on February 26, 2026, at 7 p.m. at the regular meeting of the Town Board of the Town of Duanesburg at the Town Offices at 5853 Western Turnpike, Duanesburg New York 12056; and,

BE IT FURTHER RESOLVED, that the Proposed Local Law be posted on the Town Bulletin Board and website.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:
Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

TOWN OF DUANESBURG
Local Law No. 1 for the Year 2026
Adopted February 26, 2026

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

Section 1. Title

A local law superseding and replacing all prior Local Laws, Ordinances, and Resolutions of the Town of Duanesburg relating to the authorization of a real property tax exemption under the authority of the New York State Real Property Tax Law Sections 459-c and 467.

Section 2. Purpose

The purpose of this local law is to expand the income brackets currently used to grant residents of the Town property tax exemptions to bring such brackets in line with Schenectady County's income-based property tax exemption brackets. As costs increase, this expansion is necessary to provide financial relief to residents in need and further make Duanesburg an attractive destination for folks to live, work, and retire. This local law is intended to restate, consolidate, and superseded all prior enactments on this subject in a single, clear framework consistent with current state law.

Section 3. Authority

This local law is adopted pursuant to Sections 10 and 20 of the Municipal Home Rule Law and Sections 459-c and 467 of the Real Property Tax Law.

Section 4. Disabilities & Limited Incomes – RPTL § 459-c

1. Pursuant to Real Property Tax Law § 459-c, the Town of Duanesburg hereby grants a partial exemption from real property taxation to qualifying real property owned by persons with disabilities and limited incomes, subject to the eligibility criteria, income limits, application requirements, and exemption percentages set forth in said statute and as further provided herein. The exemption authorized by this section shall be granted in accordance with the income eligibility limits and corresponding exemption percentages set forth in Section 6 of this local law, which are hereby adopted pursuant to Real Property Tax Law § 459-c.
2. Applications for the exemption authorized by this section shall be filed with the Town Assessor on forms prescribed by the New York State Office of Real Property Tax Services and in accordance with the deadlines and procedures set forth in the Real Property Tax Law.

Section 5. Senior Citizens – RPTL § 467

1. Pursuant to Real Property Tax Law § 467, the Town of Duanesburg hereby grants a partial exemption from real property taxation to qualifying real property owned by persons sixty-five years of age or over, subject to the eligibility criteria, income limits, application

requirements, and exemption percentages set forth in said statute and as further provided herein. The exemption authorized by this section shall be granted in accordance with the income eligibility limits and corresponding exemption percentages set forth in Section 6 of this local law, which are hereby adopted pursuant to Real Property Tax Law § 467.

2. Applications for the exemption authorized by this section shall be filed with the Town Assessor on forms prescribed by the New York State Office of Real Property Tax Services and in accordance with the deadlines and procedures set forth in the Real Property Tax Law.

Section 6. Income Eligibility Limits and Exemption Percentages Table

Pursuant to Real Property Tax Law §§ 459-c and 467, the following table establishes the maximum income eligibility limits and the corresponding exemption percentages applicable to the exemptions authorized by this local law.

Exemption Percent	Minimum Income	Maximum Income
50	0.00	29,000.00
45	29,000.01	29,999.99
40	30,000.00	30,999.99
35	31,000.00	31,999.99
30	32,000.00	32,899.99
25	32,900.00	33,799.99
20	33,800.00	34,699.99
15	34,700.00	35,599.99
10	35,600.00	36,499.99
5	36,500.00	37,399.99

The income ranges and exemption percentages set forth above shall be applied in accordance with the definitions, calculations, and eligibility criteria contained in Real Property Tax Law §§ 459-c and 467, as amended from time to time. For purposes of applying the foregoing table, income amounts shall be deemed inclusive of the minimum income figure and exclusive of the maximum income figure, unless otherwise required by state law.

Section 7. Repeal

All local laws, ordinances, resolutions, and parts thereof previously adopted by the Town of Duanesburg relating to or authorizing real property tax exemptions pursuant to Real Property Tax Law §§ 159-c and 467 are hereby repealed and superseded.

Section 5. Conflicting Standards

Where the requirements of this Local Law impose a different restriction or requirement than imposed by other sections of the Code of the Town of Duanesburg, the Town Law of the State of New York, or other applicable rules and regulations, the requirements of this Local Law shall prevail where they are not otherwise preempted.

Section 9. Severability

The invalidity of any word, section, clause, paragraph, sentence, part, or provision of this Local Law shall not affect the validity of any other part of this Local Law that can be given effect without such invalid part or parts.

Section 10. Effective Date

This local law shall take effect upon filing with the Secretary of State and shall apply to assessment rolls based on taxable status dates occurring on or after the date of such filing.