

**Airport and Parks , Recreation & Railroad
Committee Meeting Agenda
May 28, 2009
1:00 am**

Call Meeting to order, Chairman, D. Belden

Railroad Station Improvements Project (H890.220)

Bill Lamy

1. A. Salvage Steel and Relay Ties (received \$6,300.00- to be scheduled into the Stations Project)
- B. Review schedule of work to complete project.

Railroad Wash Out - Approx. 1 Mile south of Riparius Station

Bill Lamy

2. UHRR estimate enclosed w/ prevailing wage rates
Mercer estimate enclosed w/ prevailing wage rates

Warren County Railroad Operator RFP

Paul Dusek

3. Update - Draft RFP enclosed

New Business

Old Business

Adjournment

UNRA

P. O. BOX 240
SELKIRK, NEW YORK 12158
(518) 767-3027
FAX (518) 767-3067

TELECOPIER TRANSMITTAL LETTER:

TRANSMITTAL DATE: 5/22/09

TO: Warren Ct. DPW

FAX NUMBER: 623-3639

ATTENTION: Bill Lamy / Paul Butler

FROM: Jerry / John Riegel

MESSAGE: 2nd Budget Price after walking the site.
I feel this is a not to exceed number
and we will invoice accordingly.

Any ques. please call - cell # 339-7810 (Jerry)
365-8099 (John)

Also we have geared our budget on getting a
train haul on 6/02/09 for Americanzde.

Total Number of Pages (Including This Transmittal Letter) (3)

5-22-09

Warren County

Ref: Washout South of Riverside Station

Budget Prices - Put R.R. Tracks back into service by 6-02-09 (America Run)

Equipment:

	Weekly Rate	# of Weeks	Value
Temper 2400	2000	1	2000.00
Hershow Ballast Regulator/Broom	1500	1	1500.00
Dump Truck #1 - Hi Rail	1000	2	2000.00
Dump Truck #2 - Hi Rail	1000	1	1000.00
Wheel Loader @ Riverside - 5 cu. yd.	1500	1	1500.00
Backhoe/Loader @ The Glen	900	2	1800.00
Backhoe/Loader - job site putting in ties	1000	1	1000.00
EXCAVATOR - SK 160/Gradall G-800.	2000	2	4000.00
Crew Cab - Hi Rail	600	2	1200.00
Crew Cab - Hi Rail	600	2	1200.00
Mechanic Truck @ Riverside	1500	2	3000.00
Air Compressor	600	1	600.00
Misc - Stone CARTS + Rail CARTS	N/C		-0-
Small Tools - pumps/compactors, etc.	500	2	1000.00
Sub Total			21,800.00
Fuel, oil & grease factor 30% of S.T.			6,540.00
Mob/Demob of Equip. -			3,500.00
			\$ 31,840.00

12

Labor:

Supervisor	-	25 hrs @ 100.00	2,500.00
Foreman	-	100 hrs @ 75.00	7,500.00
Foreman	-	60 hrs @ 75.00	4,500.00
Operator	-	80 hrs @ 65.00	5,200.00
Operator	-	60 hrs @ 65.00	3,900.00
Trackman	- 6 ea	2 @ 100 hrs ea. x 55.00 (200)	11,000.00
		2 @ 60 hrs ea. x 55.00 (160)	8,800.00
		2 @ 40 hrs ea. x 55.00 (80)	4,400.00
Total			\$ 47,800.00

Note: Labor to be invoiced by actual hours on site - not to exceed budget (\$47,800.00) and possible savings to project.

Material:

* Cross Ties	-	300 ea @ 25.00 (7" Relay)	\$ 7,500.00
Tie Plates	-	600 ea @ 10.00	6,000.00
Spikes/row	-	5 Kgs @ 125.00 ea	625.00
Stone Ballast	-	# 4 R.R. Ballast ≈ 1000 TNS	
		Del. to Riverside/The Glen	
Gravel	-	Med. size - ≈ 500 cu. yds.	
Pipe	-	2 ea - 36" CMP - R.R. Grade - 30' ea	
		4 ea - 24" CMP - " - 30' ea.	

supplied by Warren Ct.

* Note - UHRR to invoice this material out directly to WARREN County **\$ 14,125.00**

Summary - Equip	-	31,840.00	} \$ 93,765.00
Labor	-	47,800.00	
Material	-	14,125.00	

W. J. RIEGEL & SONS INC.
Railroad Contractors
P. O. BOX 240
SELKIRK, NEW YORK 12158
(518) 767-3027
FAX (518) 767-3067

TELECOPIER TRANSMITTAL LETTER:

TRANSMITTAL DATE: 5/27/09

TO: Werner Ch. DLW

FAX NUMBER: 1023-3639

ATTENTION: Bill Lamy / Paul Butler

FROM: John / Jerry Riegel

MESSAGE: _____

revised labor prices using prevailing rates.

Total Number of Pages (Including This Transmittal Letter) 2

W. J. RIEGEL & SONS INC.
Railroad Contractors
P. O. BOX 240
SELKIRK, NEW YORK 12158
(518) 767-3027
FAX (518) 767-3067

TELECOPIER TRANSMITTAL LETTER:

TRANSMITTAL DATE: 5/27/09

TO: Warren Ct. DPO

FAX NUMBER: 623-3639

ATTENTION: Bill Lamy / Paul Butler

FROM: John Riegel

MESSAGE:
Revised per our conversation
@ 5pm.

Total Number of Pages (Including This Transmittal Letter) 2

W. J Riegel & Sons, Inc.
46 Bridge Street
P.O Box 240
Selkirk, NY 12158
518-767-3027
FAX# 518-767-3067

Prevailing Rate for Job

Supervisor 50 hours @ \$150 per hour \$ 7,500.00
Foreman 100 hours @ \$120.00 per hour \$12,000.00
Operator 80 hours @ \$120.00 per hour \$9,600.00
Operator 60 hours @ \$120.00 per hour \$7,200.00
Trackman 200 hours @ \$65.00 per hour \$ \$13,000.00
Trackman 120 hours @ \$65.00 per hour \$ 7,800.00
Trackman 80 hours @ \$65.00 per hour \$5,200.00

For a total labor of \$69,500.00

MERCER CONSTRUCTION COMPANY, LLC

FACSIMILE TRANSMITTAL SHEET

TO: Paul

FROM: Bob

FAX NUMBER: 623 3630 9

DATE:

COMPANY:

TOTAL NO. OF PAGES INCLUDING COVER:

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY

NOTES/COMMENTS:

Paul Here is is
ALL MATERIAL + Labor
Included

Mercer Construction Company, LLC.

Proposal for washout out on Warren County Rail, includes all material and labor

\$202,920.00

Break down

1. Railwork \$86,000.00
2. Material \$71,531.00
3. Equipment \$11,377.00
4. Mercer \$34,012.00

No bid

Scope of Work:

1. Cut Roadway in along track to access the work area
2. Remove track
 - a. 1st wash out 2 sections (4 pieces of rail)
 - b. 2nd wash out 1 section (2 pieces of rail)
 - c. 3rd wash out 1 section (2 pieces of rail)
3. Clean out 2 existing culverts
4. Install culverts
 - a. 1st washout 48" class 5 concrete 32' with end sections
 - b. 2nd washout 24" class 5 concrete 32' with end sections
 - c. 3rd washout 24" class 5 concrete 32' with end sections
5. Install Item 4 (500 ton) in all washout to bring up to sub-ballast grade , compacted and tested
6. Install 16" of sub-ballast (#3 stone 500 ton)
7. Re-grade areas of washout to divert water to existing culverts
8. Install rip rap (200 ton)
9. Install 120 railroad ties
10. Rebuilt track
11. Install ballast (#3 stone 500 ton)
12. Surface and align 3000 lineal feet of track
13. Restore area to existing condition



Robert Guthorn
Project Manager
Mercer Construction

WARREN COUNTY ATTORNEY'S OFFICE

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845

PAUL B. DUSEK
COUNTY ATTORNEY

ASSISTANT COUNTY ATTORNEYS
AMY C. BARTLETT
PATRICIA C. NENNINGER
H. BARTLETT MCGEE, JR.

TELEPHONE NO.
(518)761-6463
TELECOPIER NO.
(518)761-6377

May 27, 2009

Lawrence Pitkin, Supervisor
Town of Thurman

Frank E. Thomas, Supervisor
Town of Stony Creek

Eugene J. Merlino, Supervisor
Town of Lake Luzerne

Arthur Wright, Supervisor
Town of Hadley

Richard Lucia, Supervisor
Town of Corinth

Matthew Veitch, Supervisor
City of Saratoga Springs

William E. Lamy, Superintendent
Warren County Department of
Public Works

Wayne E. LaMothe, Deputy Director
Warren County Planning &
Community Development Dept.

John Lemery, Esq.
Attorney for Town of Corinth

Steven Fisk
CP Rail

Paul S. Butler, Director
Warren County Parks & Recreation

Gentlemen:

In furtherance of our meeting held on May 18, 2009, I am enclosing a revised Request for Proposals (RFP). The revisions take into account matters discussed at our meeting, as well as proposed revisions by Wayne LaMothe, Deputy Director of Warren County Planning & Community Development Department, and John Lemery, Attorney for the Town of Corinth.

As a result of the revisions, I felt the need to slightly reorganize the RFP. For example, I combined paragraphs B and C under Section II (Background and Track and Supporting Infrastructure Information) to avoid redundancy. I moved the Market Study to Section III, as it did not seem to be part of the Background and Track and Supporting Infrastructure Information. The County snowmobile information was moved to Section IV(B), and you may also note some other minor changes.

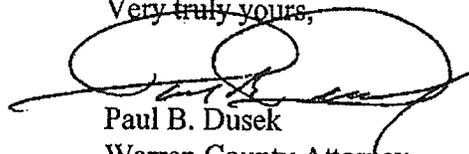
The proposed date by which Proposals are being requested is currently set at September 24, 2009.

Messrs. Pitkin, Thomas, Merlino, Wright, Lucia, Veitch, Lamy, LaMothe, Lemery, Fisk and Butler
May 27, 2009
Page Two

The only item that is completely missing is a description of the Saratoga Springs Station (Section II[D]). If anyone has a description that I could use, I will insert it where previously indicated.

I look forward to hearing from you after you have had an opportunity to review the RFP. If you should have any questions or wish to discuss any of the proposed changes, please do not hesitate to contact me.

Very truly yours,



Paul B. Dusek
Warren County Attorney

PBD:dlm
Enc.

REQUEST FOR PROPOSALS

The undersigned shall receive sealed proposals to the County of Warren and Town of Corinth, New York as follows:

WC 61-02

RFP - Excursion Train Operator for railroad running from Saratoga Springs to North Creek, New York

The County of Warren and the Town of Corinth, as owners of railroad tracks and certain supporting facilities lying and existing in the Counties of Warren and Saratoga seek proposals for the operation of an excursion train from Saratoga Springs to North Creek New York. The municipalities are seeking to contract with a qualified operator to run an excursion train business beginning January 1, 2011. Further information and details are contained in documents attached to this request or are available upon request.

Proposals may be submitted to the undersigned at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York during regular business hours **NOT later than 3:00 p.m. on Thursday, SEPTEMBER 24, 2009**

All proposals *must* be submitted together with the attached Proposal Forms completed and signed with an original ink signature. Proposals shall be in a sealed envelope with Proposer's name, address and the above WC number on the outside of the envelope.

The party submitting the proposal should familiarize itself with all terms and conditions regarding this RFP before the opening. Any questions should be submitted in writing to the Purchasing Department and, if relevant, should cite the section and page number of the proposal document relating to the question raised by the provider. Answers to all questions of a substantive nature will be given to all parties who have expressed an interest in responding to this RFP by a formal addendum which will be annexed to and become part of the proposal. Please be advised that neither Warren County nor the Town of Corinth shall not be bound by any verbal response by any municipal Official or employee which is not confirmed in writing or which does not result in an addendum issued by the Purchasing Department.

Warren County and the Town of Corinth reserve the right to waive any informalities or irregularities in the proposals received, or to reject any or all proposals without explanation.

Late proposals by mail, courier or in person will be refused. Warren County and the Town of Corinth will not accept any proposal which is not delivered directly to Purchasing by the time indicated on the time stamp in the Purchasing Department Office. Faxes will not be accepted.

Julie Pacyna, Purchasing Agent
Warren County Municipal Center
1340 State Route 9, Lake George, NY 12845
Tel: (518) 761-6538

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK**

I. GENERAL/ INTRODUCTION

- A. Intent: The County of Warren and the Town of Corinth are seeking a qualified operator to run an excursion train business over railroad tracks owned by the municipalities beginning January 1, 2011 and for the operator to secure rights to use the Canadian Pacific Tracks lying and existing to the south thereof to Saratoga Springs, New York. Final plans shall be negotiated with the successful proposer taking into consideration market research and the determined value of the proposal.
- B. Issuing Office: This RFP is issued by Warren County through its Purchasing Department. Contact Julie Pacyna, Purchasing Agent, (518) 761-6538.
- C. Inquiries: Any inquiries or questions concerning this RFP should be made directly to Paul Butler, Director, Warren County Parks & Recreation Department, 4028 Main Street, Warrensburg, New York 12885, (518) 623-2877.

It is the operator's sole responsibility to familiarize itself with all terms and conditions regarding this proposal before the RFP opening. Any questions should be submitted in writing to the Purchasing Department and, if relevant, should cite the section and page number of the document relating to the question raised by the operator. Answers to all questions of a substantive nature will be given to all operators in the form of a formal addendum which will be annexed to and become part of the RFP. Please be advised that Warren County and/or the Town of Corinth shall not be bound by any verbal response by any County or Town Official or employee which is not confirmed in writing or which does not result in an addendum issued by the Purchasing Department.

- D. Inspections: Any party interested in responding to this RFP is invited to contact the aforesaid Mr. Butler for a personal inspection of the track and facilities available.
- E. Response to RFP: The County and Town desire to receive responses to this RFP **no later than 3:00 p.m. on Thursday, September 24, 2009**. The responses to the proposals should be mailed directly to Julie Pacyna, Purchasing Agent, Warren County Purchasing Department, Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845-9803. Warren County and the Town of Corinth will not accept any proposal which is not delivered directly to Purchasing by the time indicated on the time stamp in the Purchasing Department Office. Faxes are not acceptable. Warren County and the Town of Corinth reserve the right to reject any and all proposals received after the date indicated.
- F. Proposal Information: Proposals must address or contain information responding to Section III, hereof.
- G. Interviews/Oral Presentations: Following receipt of the proposals, the County and Town may, at their option, arrange for interviews and/or oral presentations.
- H. Notice/Negotiations: The party submitting the selected proposal shall be contacted and negotiations are anticipated to begin immediately. All others responding to this RFP shall be contacted and advised of the County's and Town's selection.

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK**

II. BACKGROUND AND TRACK AND SUPPORTING INFRASTRUCTURE INFORMATION

- A. Warren County Rail Line. Warren County (N.Y.) owns forty (40) miles of railroad tracks and certain supporting facilities along the Hudson River from North Creek, in the town of Johnsbury, south to Antone Mountain Road, in the town of Corinth (see attached map). These railroad tracks in Warren County are rated FRA class II.
- B. Town of Corinth Rail Line. The Town of Corinth owns sixteen (16) miles of railroad tracks lying and existing between Saratoga Springs and Corinth. Improvements are currently needed to the tracks due a washout. Funding, however, has been approved by the State of New York, subject to release of funds by the New York State Division of Budget, for the completion of certain improvements and the compliance with certain conditions to bring the rail line up to FRA Class II and allow an active grade crossing signal at Antone Mountain Road where the Town's tracks connect to the Warren County tracks. Once these improvements are completed it will provide the opportunity to connect the railroad tracks owned by the Town of Corinth to the Delaware and Hudson Railway Company, Inc./Canadian Pacific tracks, which will, in turn, allow a scenic train to travel from the City of Saratoga Springs to the Town of Johnsbury. It is anticipated that all track improvements, grade crossings, bridge repairs, and brush control will be completed by the end of 2010, however the Town can not and does not in any manner warrant or guarantee that such improvements, grade crossings, bridge repairs and/or brush control will be completed or for that matter started by any specific date. Rather, this is a statement or representation of Town plans.
- C. Supporting facilities. The following facilities are available for use by the operator. The operation, maintenance and care is the responsibility of the operator.

Gift Shop Ticket Sales and Restrooms (Barton Building)

A track side, 70' by 27', one-story building at the North Creek Station. The operator shall be responsible for any additional construction and rehabilitation of this building to accommodate their operational needs.

Engine House

An Engine Maintenance Building is located at the North Creek Station.

Turn Table

An Engine turntable is located at the North Creek Station and is available to the operator.

Railroad Office

An office building located at the North Creek Station rail yard.

Covered Railroad Platforms

The covered platforms are located in the Towns of Thurman and Hadley

- D. Other non-owned facilities. There is a passenger station located in Saratoga Springs which is not owned or under the control of the County or Town, but which is believed to be available for use. The station is -----description needed -----

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK**

- E. Other property rights. As property owners the County and Town reserve, in general, all other property rights including but not limited to the right to convey easements for broadband or fiber optic cables or other utilities and other rights of way and uses of every kind and nature. These reservations will be more developed in negotiations and contract language.

III. MARKET STUDY AVAILABLE

A First Wilderness Corridor Plan and Marketing Plans for Warren County and Saratoga County which identify potential uses, markets and community involvement of and regarding the tracks may be found at <http://www.firstwilderness.com/rfp.php> and <http://www.firstwilderness.com/masterplan.php> .

Additional information may be obtained by contacting Wayne LaMothe, Assistant Director, Warren County Planning & Community Development, Warren County Municipal Center, 1340 State Route 9, Lake George, NY 12845-9803, (518) - 761-6410.

IV. PROPOSAL CONTENT

A Response to this RFP should address the following areas:

A. Your organization credentials, including :

- i. The history and type of your organization, including existing or proposed principals and experience of principals.
- ii. Financials to include balance sheet, the last three (3) annual reports if applicable, lines of established credit, plans for financing project and pro-forma of operation of project.
- iii. Marketing expertise "in house" or under contract .
- iv. Safety record/history of violations
- v. Experience/history in operating excursion trains (please identify other operations, locations and dates during which the trains were operated).

B. Operational plans, including but not limited to:

- a. your plans for excursion train operations . Please provide the nature and extent of runs, start and ending stops and other stops at various points along way, the events such as special theme or dinner rides, and other operations and uses you would propose. Please include the trains (type of engines, cars, backups - include photos, if available), equipment and back up equipment, and personnel you plan ,
- b. other uses of the tracks, e.g. freight hauling, rail car events, and other uses that you would desire to undertake;
- c. your expected ridership, broken down by season;
- d. how you would propose to market the train and any other uses of the tracks - marketing plans are welcomed;

**REQUEST FOR PROPOSALS FOR
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TO NORTH CREEK, NEW YORK**

- e. the manner in which you would propose that inspection and maintenance required by FRA regulations and any other applicable Federal and/or State law, rule or regulation together with your anticipated level of maintenance beyond rule requirements, if any - please note that it is anticipated by the County and Town that the tracks will be kept in the same condition as when made available to the operator and return in the same condition;
 - f. Any improvements you propose to make to the rail line or supporting facilities.
 - g. Whether you will be able to work with the County of Warren and continue to allow the railway properties to be used for recreational purposes during the winter months from January 1 to April 15. Present use of the track during winter months has been for snowmobiling. In the event that a winter "Ski Train" becomes marketable it is understood that this would require the end of use by snowmobiles.
 - h. How you would address the use of the Canadian Pacific tracks to enable runs to Saratoga Springs and any company and/or regulatory requirements;
- C. Financial proposal/business plan -your business plan and financial proposal to the County of Warren and Town of Corinth, including track maintenance and repair costs of facilities and track, utility costs, franchise or similar fees to the municipalities, projected/anticipated revenues and expenses. Financials should include a five (5) year pro-forma of operation of project and proposed business structure.
- D. Special contract terms - any specific contract terms that must be apart of any contract with the municipalities;
- E. Insurance - the municipalities desire the Operator to assume all responsibility and liability for any operations on the railroad, rail line and any supporting facilities let for the use of operator and for the operator to provide a minimum of twenty million dollars (\$20,000,000) insurance coverage with regard to operations, naming the municipalities as additional primary insureds, or such other insurance as may be required by the Canadian Pacific/Delaware and Hudson Railway Company, Inc., in order to allow scenic train service into the City of Saratoga Springs. (For purposes of this RFP: the expected amount of required insurance coverage limits is expected is twenty million dollars (\$20,000,000); this clause in not intended to identify all required insurances such as workers compensation, New York State disability, food service, Railway protective, etc., such coverages will be subject to discussion and negotiation;
- F. Municipal objectives - how you propose to meet or achieve the following municipal objectives:
- i. A revocable licensing agreement with an operator for at least a five (5) year term which term may be renewed - the exact term length would be subject to negotiation.
 - ii. An operation which maximizes the passenger and industrial development potential along the entire rail line.
 - iii. A project which maximizes the tourism potential, provides additional marketing opportunities to existing and future destination facilities and eventually recaptures, through fees and sales tax revenues, a portion of the capital investment.
 - iv. The municipalities desire to retain their respective rights to contract with third parties or the operator for use of the rail line for freight services and other uses;

**REQUEST FOR PROPOSALS FOR
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- v. The Operator generally managing, administering and coordinating the use of the railroad and supporting facilities and reasonably accommodating County and/or Town usage or third party usage as authorized by the County and/or Town. Usage by the County and/or Town and others shall include but not be limited to inspections, repairs, improvements, the granting of licenses for utilities, pipelines, crossings, use of property adjacent to the tracks, etc. In addition, it will be the subject of negotiation as to whether the County and/or Town will retain rights to allow third parties to operate trains on any part or all of the Rail Corridor.
- vi. The Operator providing technical assistance to the County and Town when requested by the County or Town.
- vii. All railroad facilities being provided to the Operator "AS IS" with no warranties or guarantees.
- viii. Repair and maintenance of all tracks and supporting facilities and buildings to be the responsibility of the Train Operator and to be in compliance with all FRA, NYSDOT, and federal, state and local government permits, laws, rules and/or regulations (including zoning laws) for any use of the tracks, buildings and supporting facilities by Operator.
- ix. Train Operator being responsible for all fuel, utility costs, taxes, brush control and herbicide applications, environmental liability and compliance costs .

V. RFP TERMS AND CONDITIONS/FURTHER NEGOTIATION

- A. This RFP is for purposes of identifying the proposal of a company, person or entity most likely to meet the County's and Town's desire and objectives concerning the development and maintenance of an excursion train as well as further use of railroad property. Therefore, this RFP does not set forth, and is not intended to set forth all terms and conditions of any agreement that may ultimately be reached with the County and Town.

Once the County and Town have selected the successful proposal, negotiations shall be commenced for the purposes of refining the proposal and identifying and drafting all terms and conditions of any agreement, except that the selected service provider will be required to enter into a contract for the services to be rendered which contract shall essentially incorporate all the terms and conditions of this proposal and such other terms and conditions that may be required pursuant to Federal or State Law, Regulation and/or by the County and Town Attorneys.

Warren County and the Town of Corinth shall not be obligated to enter into any agreement until such time as resolutions of the legislative boards of the municipal owners have been adopted approving the agreement and the agreement is satisfactory to their respective counsel and the Federal and state officials, if any, and executed by the municipal chief executive officers. For information purposes only, such additional terms and conditions are anticipated to include, (but not be limited to), the following:

- 1. Liability and property insurance and other appropriate types of insurance with anticipated coverage limits of Twenty Million Dollars (\$20,000,000) and the County afforded primary coverage and named as the additional insured. Insurance company to be licensed in the State of New York, be an AM Best rated secured company and generally be satisfactory to Warren County.

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK**

2. Indemnification, defense and hold harmless provisions for the benefit of the County.
 3. Requirements for County reporting, maintenance of records, inspection and audits.
 4. Non-assignment/subcontracting provisions.
 5. Use of railroad property and tracks by County or others.
 6. Other governmental approvals.
 7. Risk of loss.
 8. Compliance with laws.
 9. Termination provisions.
 10. Other appropriate representations, warranties and covenants by both parties.
- B. The retention of services by reason of this RFP is not certain. The County and Town reserve the right to reject any and all proposals, waive or modify minor irregularities in proposals received, utilize any and all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights and generally adapt any or all of the consultant's proposal in developing contract language.
- C. Nothing contained herein shall be deemed an offer by Warren County or the Town of Corinth or be interpreted as making a representation or giving any insurances that a contract will be entered into or that the County or Town are, in some fashion, obligated. Should the County and Town be unsuccessful in negotiating a contract with the selected company or entity within a time frame acceptable to the County and Town, the County and/or the Town may begin contract negotiations with another company responding to the RFP, reject all RFP's, re-advertise or take such other action as the County and Town may deem appropriate.
- D. In no event shall the County or Town be liable for any cost incurred by any interested party in responding to this Request for Qualifications and Proposals. Proposals shall not be returned once submitted and the County and/or Town may dispose of the same in any manner allowed under Law.
- E. Submission of the proposal to the County and Town shall be deemed consent for the proposals to be publicly identified and information contained therein shall be deemed a matter of public record and available for public inspection. If any information contained in the proposal is considered confidential by the party responding to this request, the party must specifically and clearly identify such information in a letter transmitting the response to this Request for Proposal. Failure to do so may result in disclosure by the County or Town or County or Town officials and in such case, by responding to this request, the party agrees that the County or Town and/or their respective officials shall have no liability for any damages claimed by the party due to a release of information. If any information is marked confidential, and the County or Town receives a request to release the same under the Freedom of Information Laws or if the County or Town determines it appropriate for any reason to release the same, the County or Town shall notify the party of such request for the information or anticipated release of the information and provide the party with any opportunity to site sections of law and/or cases that provide that such information should not be released and/or take other action as the firm or lawyer may deem appropriate.

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK**

- F. Following receipt of the proposals, the County or Town may, at their option, arrange for interviews and/or oral presentations.
- G. The party submitting the selected proposal shall be contacted and negotiations are anticipated to begin immediately. All others responding to this RFP shall be contacted and advised of the County's or Town's selection.
- H. Submission of a proposal constitutes agreement to all terms and conditions applicable to this RFP.
- I. Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively nor otherwise in violation of any Federal or State law, rules or regulations.

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK
PROPOSAL**

PROPOSAL OF _____
COMPANY NAME

TO: Julie Pacyna, Purchasing Agent
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845-9803

Having carefully examined the Specifications and Requirements, the undersigned hereby, and herein, submits the following proposal pages with all other requirements attached

**PLEASE ATTACH ANY AND ALL ADDITIONAL INFORMATION TO THIS PROPOSAL AND
PROVIDE SIX COMPLETE COPIES
NO LATER THAN THURSDAY, September 17, 2009 AT 3:00 P.M.**

Signature: _____

Name (Printed): _____

Name of Firm: _____

Business Address: _____

Date: _____ Federal ID# _____

Phone # _____ Fax# _____

NOTE: The following Certification and Corporate Resolution must accompany proposal.

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK
PROPOSAL**

CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965, effective September 1, 1965.

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid, or proposal, has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (b) This bid, or proposal, has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- (c) No attempt has been or will be made, to induce any person, partnership, or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, in behalf of the corporate bidder.

Individual Bidder

Co-Partnership

By _____
Partner

Corporation

By _____
President

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK
PROPOSAL**

CORPORATE RESOLUTION

RESOLVED that _____
(Name of Corporation)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

**The foregoing is a true and correct copy of the Resolution adopted by _____
_____ Corporation at a meeting of its Board of Directors held on
the _____ Day of _____, 20_____, and
is still in force and effective on this _____ Day of _____,
20_____.**

(SEAL OF CORPORATION)

**SECRETARY
(Signature)**

**REQUEST FOR PROPOSALS FOR
EXCURSION TRAIN OPERATOR FOR RAILROAD RUNNING FROM SARATOGA SPRINGS
TO NORTH CREEK, NEW YORK
PROPOSAL**

**ATTACHMENTS #1 (MAPS), #2 (PROJECT SCOPE AND COST ESTIMATES)
AND #3 (RAIL LINE STATIONS PROJECT TASK DESCRIPTION)
ALL TO FOLLOW HERE:**

RESOLUTION REQUEST FORM NO. 3

Request for *New* Contract

DEPARTMENT NAME: DPW

DATE: 28-May-09

- (a) Is this a Result of a Bid or Request for Proposal BID
- (b) Purpose of Contract Uniform Service and Laundry for the Maintenance Shop personnel
- (c) Name of Contractor UniFirst Corporation
- (d) Address of Contractor: 15 Keesville Industrial Park
- (e) Contractor's Contact Person and Telephone Number James Sorrell
District Service Manager 518-834-9910 or 800-536-4111 (fax 518-834-9941)
- (f) Has or will the Contract be provided, if so, please attach YES
- (g) Commencement Date of Contract 15-Dec-06
- (h) Termination Date of Contract 12/31/2010 (Two Year Contract)
- (i) Payment Provisions: i) See attached form
ii
iii
iv
- (j) Where are the Funds for this Contract: List Budget Code, (with title), Object Code (with title) and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: DM 5130

OUTSIDE - T SHIRTS, RAINGEAR.



Customer Service Agreement

COMPANY NAME (Customer) WARREN COUNTY D.P.W.	LOC. NO. 053	AGREEMENT NO. 57535
ADDRESS 4028 MAIN STREET	ROUTE NO. F4390	CUSTOMER NO. 59918
WARRENSBURG, NY 12885-0010	DATE 05/12/2009	
PHONE (518) 623-4141	SIC/NAICS 9511	

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, L.P. d.b.a. UniFirst and/or UniFirst Canada LTD ("UNIFIRST") the rental services at the prices and upon the conditions outlined:
MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST PROD	MERCH BUYOUT	WKS BTWN DELIVERY	NO. OF PERS/ITEMS	TOTAL NO. OF PIECES/CHANGES	PRICE PER PIECE/CHANGE	STD/ NON*	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE**
0101 LS SHIRT-CHINO 100% COTTO			1	14	138	.3300		45.54	
0201 SS SHIRT-CHINO 100% COTTO			1	1	5	.3700		1.85	
0208 SS SHIRT-CHAMBRAY 65/35 F			1	2	10	.3300		3.30	
1001 PANT 100% COTTON PLAIN FR			1	5	60	.3200		19.20	
1091 JEAN-DENIM 100% COTTON			1	9	99	.3500		34.65	
1968 GOJO-SUPROMX CHERRY HVYDT			2	1	1 / 1	16.2000		16.20	
1968 GOJO-SUPROMX CHERRY HVYDT			2	1	1 / 1	NC		NC	NC
8023 WIPERS 18X18 BAGGED IMPOR			4	1	200 / 100	.1100		11.00	

* Out-sizes of otherwise standard Merchandise are deemed to be non-standard Merchandise.
 ** Merchandise which is Val-U-Leased is not cleaned by UniFirst.

CHARGE	AMOUNT	CHARGE	AMOUNT
Garment preparation per piece	2.30	Non-stock sizes per piece	20%
Name emblem per piece		Restocking Fee per piece	.50
Company emblem per piece		Exchange Fee per piece	1.50
Company/Name Emblem Combo	8.20	Auto. Wiper Replacement	YES
Direct Embroidery		Auto. Linen Replacement	
Garment Maintenance Program	NO	DEFE (SEE DESCRIPTION ON LAST PAGE)	15.00% Min \$15.50
		Auto. Mop Replacement	

COMMENTS

New Account Installation Date: _____
 Existing Account Payment Terms: C.O.D. Approved Charge*
 Minimum weekly services charge \$ 53.80

Approved charge CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% annum) for any amount in arrears may be applied.

The undersigned agrees to all terms on the last page and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP : _____ BY: _____ Date _____
 ACCEPTED¹: _____ Date _____ Authorized Name and Title (please print) _____
UniFirst Location Manager

¹ This Agreement is effective only upon acceptance by UniFirst Location Manager. * Charge status contingent upon continuing worthiness and may be revoked at UniFirst's discretion

ITEMS SUPPLIED. The Customer orders from UniFirst Corp. (together with its subsidiaries, "UniFirst") rental and related services for all of Customer's items for garments and other items ("Merchandise") of the type listed on the preceding pages, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES.

All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

If Customer believes UniFirst has consistently failed, to a material degree, to satisfy this guarantee, Customer may terminate this Agreement without penalty, provided written notice specifying deficiencies is given to UniFirst and UniFirst fails to resolve such deficiencies within 60 days after receipt of notice. Deficiencies will be presumed resolved unless Customer gives UniFirst a second written notice, detailing continuing deficiencies, within ten days after the expiration of the sixty-day resolution period. Customer may thereafter terminate this Agreement by giving 30-day written notice, providing that all previous balances due UniFirst have been paid in full and other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a violation of the guarantee set forth above.

TERM AND RENEWAL. This agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months (260 revenue weeks) after installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Customer agrees to pay the additional service-related charges listed on the preceding pages of this Agreement. Charges relating to an individual leaving the Customer's employ can be terminated by giving notice to UniFirst and by returning or paying for any Merchandise issued to that individual. Reduction from the program of any wearers outfitted in non-standard garments will require purchase by customer of the applicable clothing items. Any Merchandise payments required, pursuant to this Agreement, will be at UniFirst's list replacement price(s) then in effect.

Each year, either upon the anniversary date of this agreement, or such other date as UniFirst may determine appropriate, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index (CPI-U) or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst, may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement. Customer agrees to a minimum weekly service charge as indicated.

DEFE CHARGE. Customer's invoices may include a DEFE CHARGE, that may vary for different customers, to cover all or only portions of certain expenses including:
D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that the Merchandise supplied is for general occupational use and, unless otherwise specified, affords no special wearer protections. Customer agrees to notify employees to that effect. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal from the ignition source. Flame resistant garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. Flame resistant garments are designed for continuous wear as a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur. Customer acknowledges that UniFirst makes no representation, warranty or covenant regarding the flame resistant characteristics of FR garments or their fitness or suitability for Customer's intended use. UniFirst advises that only special FR emblems be used on FR garments.

If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is the Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfy particular ANSI/ISEA standards only if so labeled. Customer acknowledges that UniFirst makes no representation, warranty or covenant regarding the visibility performance of garments or their suitability for Customer's intended use. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customers or Customer's employees use of the Merchandise, including without limitation all claims, injuries or damages arising from any alleged defects.

Customer agrees to notify all employees who will be wearing either flame resistant garments or visibility garments that they are designed to provide only limited levels of protection and only under certain conditions. UniFirst assumes no liability for any injury, personal or otherwise. Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or hazardous or other toxic substances ("Contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

As a condition to the termination of this Agreement, for whatever reason, Customer will (1) return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect, and/or (2) purchase all non-standard Merchandise either in issue or in inventory. Non-standard Merchandise is any item which is not customarily inventoried by UniFirst (including styles, colors, sizes or brands) or any item which has been permanently personalized.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Merchandise or the payment of replacement charges.

All disputes of whatever kind between the Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where the Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. The Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class arbitration as a representative of any other persons or class of persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class arbitration is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). Reasonable attorney fees incurred by UniFirst in enforcing its rights hereunder will be paid by the Customer.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement. Neither party will be liable for any consequential punitive damages. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, LP dba UniFirst.

PUBLIC WORKS COMMITTEE MEETING
Thursday- May 28, 2009 @ 1300 (Airport Conference Room)

	Attachments	AIRPORT AGENDA	
MINUTES		APPROVAL OF MEETING MINUTES –	CHM.
1.		April 28, 2009	BELDEN
NEW BUSINESS			CHM.
			BELDEN
2.	Yes	Resolution Request – To enter into an agreement with “Dick Bovey- Argyle Aviation” to allow Mr. Bovey the ability to conduct FAA Flight Examinations at the Floyd Bennett Memorial Airport, in the terminal building using County office space.	D. DeGraw
3.	Yes	Review of 5 year Capital Improvement Program (CIP)	D. DeGraw
4.		FBO – Business Update and Review of Operations	Ann Pollard, General Manager
5.	Yes	Airport News/Events (Young Eagles, school tours & Medical/Helicopter ops)	D. DeGraw
OLD BUSINESS			CHM.
			BELDEN
REFERRALS			
6.	Yes	Kevin Geraghty, Letter dated May 18, 09 (Downsizing Staff)	Bill Lamy
7.	Yes	Privatization Discussion	Bill Lamy
8.		Items 1-6	D. DeGraw
PRIVILEGE OF THE FLOOR			CHM.
			BELDEN
ADJORNMENT			CHM.
			BELDEN

After Meeting - Terminal Building Tour & Airfield Tour

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW - Airport

DATE: April 23, 2009

- (a) Is this a Result of a Bid or Request for Proposal? N/A
- (b) Purpose of Contract: To permit Dick Bovey, an FAA Designated Flight Examiner, to be able to administer FAA Flight Tests to pilot applicants at the Floyd Bennett Memorial Airport.
- (c) Name of Contractor: Dick Bovey
- (d) Address of Contractor: Argyle Flying Services, 5292 Route 40, Argyle, NY 12809
- 9723 (e) Contractor's Contact Person and Telephone Number: Dick Bovey, 638-6540/
- (f) Has or will the Contract be provided, if so, please attach: Draft Contract attached.
- (g) Commencement Date of Contract: When approved
- (h) Termination Date of Contract: December 31, 2010, option to renew for 2 years.
- (i) Payment Provisions: i) lump sum amount \$40 per flight test payable to the county
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project

New Business #3
Dick Bovey - FAA Flight Examiner

DRAFT

New Business #2
Resolution Request
Bovey

PERMIT AGREEMENT

AGREEMENT, made as of the _____ day of _____, 2009, by and between the COUNTY OF WARREN, a municipal corporation of the State of New York with offices at 1340 State Route 9, Lake George, New York, hereinafter referred to as the "County", and Dick Bovey (FAA Designated Pilot Examiner), with a mailing address of 5292 Route 40, Argyle, New York 12809, hereinafter referred to as the "Permittee".

WITNESSETH:

NOW, THEREFORE, the COUNTY and PERMITTEE, in consideration of the promises, covenants and agreements contained herein, agree as follows:

1. The term of the contract shall be from the 1st day of July, 2009, through the 31st day of December, 2010, with an option to renew the Agreement for a (2) year period upon the same terms and conditions of this Agreement.
2. The COUNTY hereby grants to the PERMITTEE the nonexclusive right to conduct FAA Flight tests for the purpose of individuals obtaining or upgrading an FAA Pilot license. A per activity occurrence fee of Forty Dollars (\$40.00) shall be payable to the COUNTY, immediately prior to each test or retest on county property. Said fee is payable only if the PERMITTEE uses the county facilities for Oral testing or Flight testing (or re-test of either), as the primary location. Flights that originate and end from another location and whose time spent at the Floyd Bennett Memorial Airport is of a limited time, scope of conduct and of a transitory nature, shall be considered outside the limits of this or any other county permit agreement. This permit is intended to cover only FAA Flight tests, as noted above which is conducted as a commercial operation. For the purpose of this Agreement, a commercial operation is defined as one or more persons making payment in return for a service. Said fee shall be adjusted January 1, 2011, and January 1 of each year thereafter during the term of this Agreement or its renewal, as applicable, in an amount equal to the previous year's Consumer Price Index for all cities. Said fee shall never be less than the fee for December of the previous calendar year.
3. If the PERMITTEE makes any default in the payment of fee or any installation thereof, or any other of the covenants hereunder, or violates the terms herein, or if PERMITTEE is declared bankrupt, or if PERMITTEE institutes proceedings for any arrangement under the Bankruptcy Law, or if PERMITTEE assigns his or her property for the benefit of creditors, then and in any of these said cases, the COUNTY, at its option and without notice to PERMITTEE, may terminate this Agreement. The receipt of money by the COUNTY from the PERMITTEE after termination of the Agreement or after the giving of any notice shall not reinstate, continue or extend the term of this permit or affect any notice given to the PERMITTEE prior to the receipt of such payment, and it is agreed that after service of notice of commencement of suit, or after judgment for termination, the COUNTY may receive fees



ENGINEERS
DESIGN BUILD
TECHNICAL RESOURCES
OPERATIONS

FLOYD BENNETT MEMORIAL AIRPORT AIRPORT CAPITAL IMPROVEMENT PROGRAM

US Department of Transportation Federal Aviation Administration

DATE: 4/22/09

Airport: Floyd Bennett Memorial Airport/Warren County

State: NY NPIAS# 36-0033

Project Description & Year	Federal Funds (\$1,000)		State Funds (\$1,000)	Local (\$1,000)		Total (\$1,000)	Environmental	Start Date	Comp. Date
	Entitlement	State Appor.		Discretionary	PFC				
2009									
EA & Preliminary Engineering for Runway 1 Extension			332.50	8.75		350.00	EA	9/1/2009	12/1/2010
Land Acquisition (Powers Parcel)	55.61		276.89	8.75		350.00	CATX	5/1/2009	12/1/2009
Technical Support Services for Land/Easement Acquisition (Forest Enterprises Mgmt. Parcel)	47.50			1.25		50.00	CATX	5/1/2009	12/1/2009
Acquire Snow Removal Equipment (Self Propelled Sweeper)		427.50		11.25		450.00	CATX	5/1/2009	5/1/2010
Acquire ARFF Vehicle			807.50	21.25		850.00	CATX	5/1/2009	5/1/2010
2010									
Land/Easement Acquisition (Forest Enterprises Mgmt. Parcel)			95.00	2.50		100.00	CATX	10/1/2009	6/1/2010
Aircraft Apron (Design)		95.00		2.50		100.00	Form C	7/1/2010	4/1/2011
Obstruction Removal/Lighting 19, 12, 30	150.00		610.00	20.00		800.00	Form C	1/1/2010	8/1/2011
Runway 1-19 Extension (Design)		475.00		12.50		500.00	FONSI	8/1/2010	4/1/2011
2011									
Aircraft Apron (Construction)	150.00	705.00		22.50		900.00	Form C	4/1/2011	12/1/2011
Parallel Taxiway on Runway 12-30 (Design)		237.50		6.25		250.00	Form C	8/1/2011	4/1/2012
Runway 1-19 Extension (Const) 2011		3,800.00		100.00		4,000.00	FONSI	4/1/2011	10/1/2012
Snow Removal Equipment Building (Const)		1,140.00		30.00		1,200.00	Slantec	4/1/2011	12/1/2012
2012									
Helipad Construction		380.00		10.00		400.00	Form C	1/1/2012	12/1/2013
Parallel Taxiway on Runway 12-30 (Construction)	150.00	1,750.00		50.00		2,000.00	Form C	4/1/2012	10/1/2013
TOTALS:	553.11	9,010.00	2,121.89	307.50		12,300.00			

FY-2008 4th Quarter carryover \$3,610

New Business #3
5 year CIP

New Business #5

Young EAGLES DAY!

SATURDAY
JUNE 13th

+

2009
Summer School TOURS
BY Airport staff
+ Volunteers

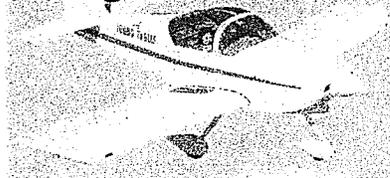
180
KIDS!!

Hey Parents!

'Altitude' Adjustment!



Experience the
ultimate flight
for young
people
between the
ages of 8-17



**Flights are free,
safe and flown
by a licensed
and experienced
volunteer pilot**



Rich Air
Aviation Services

Warren County
Floyd Bennett Memorial Airport
518-798-3091

Experimental Aircraft Association
Chapter 353





New Business #5

Thank
You!

We liked 
looking at all
the BiG
equipment and
especially liked learning
about the airplane! We
learned so much.

Washington Co. HeadStart
Star Room 



PostStar .COM

Man, 80, burned while tending brush fire

Thursday, May 21, 2009 9:29 PM EDT

CHESTER -- An 80-year-old man suffered burns over 80 percent of his body this afternoon while apparently burning brush at his home on Padanarum Road in northern Warren County.

An ambulance from North Warren Emergency Squad was transporting the victim to a waiting helicopter at Warren County Airport in Queensbury, where he is expected to be taken to a burn unit in either Albany or Westchester.

The helicopter was headed closer to the incident scene, but was low on fuel and had to stop at the airport to refuel.

Please continue to visit poststar.com for updates, and read the full story in Friday's Post-Star.



Saratoga Lake Motel, Saratoga Springs NY

Relaxing atmosphere on Saratoga Lake. Four miles from Saratoga Race Track and seven miles from the Saratoga Performing Arts Center. Swimming at Brown's Beach (4 miles).

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WARREN COUNTY BOARD OF SUPERVISORS

WARREN COUNTY MUNICIPAL CENTER
1340 STATE ROUTE 9
LAKE GEORGE, NEW YORK 12845-9803

Kevin Geraghty, Budget Officer
Warren County Board of Supervisors

Telephone 518-761-6535
Fax: 518-761-7652

TO: Members of the Board of Supervisors
Department Heads

FROM: Kevin Geraghty, Budget Officer

DATE: May 18, 2009

Warren County is dealing with a serious budget shortfall, not only for 2010 but for several more years. Look at your neighbors. Many have lost their jobs and the economy has taken a serious downturn. In an effort to help the residents of Warren County, the goal of the Board of Supervisors is to prevent a substantial increase in property taxes as well as continuing to provide services. After all, we provide a service to our taxpayers in many areas. In the world of economics, it is expected that when people lose their jobs, government gets busier. Now is the time when people need our assistance more than ever before.

We continue to receive cuts in State funding of our mandated programs and we are unsure of how many more cuts to expect in the future. Therefore, we are asking for your assistance with cost cutting measures to avoid placing more of a financial burden on our taxpayers with a substantial increase in property tax.

In previous meetings, the Board of Supervisors has determined that the elimination of positions is needed to reduce the budget shortfall, along with targeting non-mandated programs and a reduction in funding to outside agencies. This decision has not been well received by many; therefore, **I am recommending a course correction and encourage your input with any more decisions.**

As Budget Officer, I am spearheading the task of making this happen with your cooperation. **I am asking every department head to create a plan to downsize your staffing needs.** Please include the following in your plan:

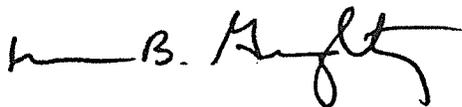
- ✓ A summary of the services provided by your department
- ✓ How many positions can be abolished and the affect it will have on the services provided by your department
- ✓ Cost savings to the County (be sure to include revenues in your calculations)
- ✓ If a retirement incentive is offered, how many employees in your department would be interested? (The affect on services must be taken into account).

Nearly every department will eventually be affected by the abolishment of one position or more, so **please create a plan to present to your Supervisory Committee at your next committee meeting.** This will allow for an informed decision to be made by the Board of Supervisors and hopefully will be less painful for the departments, employees, and the public.

Time is a critical factor and I know you already have a lot on your plates. We must remember we are trying to reduce the anticipated budget shortfall by \$6,350,000. All suggestions will be welcomed and we must engage and move the County forward.

Thank you in advance for your cooperation and I will look forward to working with you to get through this difficult time. Let us use this financial crisis as an opportunity to break new ground in the delivery of public services.

Sincerely,

A handwritten signature in black ink, appearing to read "W. B. Angley". The signature is fluid and cursive, with a long horizontal stroke at the beginning and a large, sweeping flourish at the end.



Federal Aviation
Administration

Airport Privatiz

Updated: 10:51

Congress established the FAA's **Airport Privatization Pilot Program** to explore privatization as a means of generating sources of private capital for airport improvement and development. Private companies may own, manage, lease and The Act authorized the FAA to permit up to five public airport sponsors to sell or lease an airport and to exempt the sponsors from certain requirements that could otherwise make privatization impractical. The airport owner or lease holder would be exempt from certain requirements, including the return of property acquired with federal assistance, and the use of proceeds from the airport's sale or lease to other airport purposes. The pilot program began in September 1997.

On September 14, 2006, the City of Chicago submitted a preliminary application for Chicago Midway International Airport. The pilot program can only include one large hub airport, so applications for other large hub airports will be placed on a waiting list.

Four positions remain available for non-large hub and general aviation airports.

Chicago Midway Airport Privatization Pilot Program Fact Sheet (November 2008)

(http://www.faa.gov/airports_airtraffic/airports/airport_obligations/privatization/media/mdw_factsheet.pdf) (PDF) (11/10/2008)

Frequently Asked Questions and Answers (Pending)

Status of the Airport Privatization Pilot Program (August 2004)

(<http://www.regulations.gov/fdmspublic/component/main?main=DocumentDetail&d=FAA-2005-21370-0002>)

Airport Privatization Pilot Program: Application Procedures (September 16, 1997)

(http://www.faa.gov/airports_airtraffic/airports/resources/publications/federal_register_notices/media/obligation_private97.pdf) (PDF)

Applications

Airport Name	Airport Location
Brown Field Municipal Airport	San Diego, CA
Chicago Midway International Airport (http://www.regulations.gov/fdmspublic/component/main?main=DocketDetail&d=FAA-2006-25867)	Chicago, IL
New Orleans Lakefront Airport (http://www.regulations.gov/fdmspublic/component/main?main=DocketDetail&d=FAA-2003-14246)	New Orleans, LA
Niagara Falls International Airport (http://www.regulations.gov/fdmspublic/component/main?main=DocketDetail&d=FAA-2003-14954)	Niagara Falls, NY

Airport Name	Airport Location
Rafael Hernández Airport	Aguidilla, PR
Stewart International Airport (http://www.regulations.gov/fdmpublic/component/main?main=DocketDetail&d=FAA-2003-14961)	Newburgh, NY

Contacts

Program Questions

Kevin Willis

(http://www.faa.gov/contact_faa/?returnPage=M%2FWY4H%3BZ63%28L%5FD80%27%40%2BUNAYB4CYX%29GDP%25Z1F%25CX%5F2G)

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Media Inquiries

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This page can be viewed online at:
http://www.faa.gov/airports_airtraffic/airports/airport_obligations/privatization/

FAA News

Federal Aviation Administration, Washington, DC 20591

FOR IMMEDIATE RELEASE

November 2008

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FACT SHEET

PARTICIPATION OF CHICAGO MIDWAY (MDW) AIRPORT IN FAA AIRPORT PRIVATIZATION PILOT PROGRAM

Midway Airport. Chicago Midway Airport, a large air carrier hub airport owned and operated by the city of Chicago, handles more than 18 million passengers and 285, 000 aircraft operations annually. Five airlines provide scheduled passenger service – Delta, Frontier, Northwest, AirTran, and Southwest. The City also owns and operates Chicago O’Hare International Airport.

TIMELINE

- September 16, 2006** City of Chicago submitted its preliminary application for program participation to FAA.
- October 3, 2006** FAA accepted MDW’s preliminary application.
- February 13, 2008** City solicited request for qualifications (RFQ) from interested firms or investment groups. The interested parties provided documentation that described their qualifications to serve as the airport sponsor.
- March 31, 2008** City received six responses to the RFQs.
- September 30, 2008** City selected Midway Investment and Development Corporation to operate the airport under a 99-year lease. The corporation consists of a team that includes Vancouver Airport Services Ltd., Citigroup, and John Hancock Insurance Company. City will receive an initial payment of \$2.5 billion for the right to lease the airport.
- October 8, 2008** Chicago City Council agreed to the \$2.5 billion deal to lease Midway Airport to a private operator.
- October 14, 2008** FAA received Midway’s final application for review and approval.

- October 21, 2008** 60-Day public comment and review period begins.
- November 8, 2008** FAA will hold a public meeting in Chicago to receive public comments.
- December 22, 2008** Public comment period closes.

The FAA plans to complete its review of the application by the end of this year.

PRIVATIZATION FACTS

What is airport privatization? Commercial airports in the United States are, for the most part, owned and operated by local or state governments. Public-use general aviation airports are both publicly and privately owned. The 1996 Reauthorization Act established the FAA's airport privatization pilot program to allow private companies to own, manage, lease, or develop up to five public airports.

Number and category of airports. The legislation authorized five airports to participate in the program. At least one must be a general aviation airport and no more than one large hub air carrier airport may participate. Under the pilot program, general aviation airports may be leased or sold, while the air carrier airport may only be leased. Midway is the first large hub airport to submit an application.

Exemption from federal requirement. The statute authorizes the FAA to exempt an airport sponsor from certain requirements that could otherwise make privatization unattractive. First, the public airport sponsor may receive an exemption to use the lease or sale proceeds for non-airport purposes. Generally, all proceeds from the lease or sale of airport land must be used for the capital or operating costs of the airport. This exemption requires the approval of 65 percent of the air carriers at the airport (by number of carriers and by landed weight). The public sponsor also can be exempted from an obligation to repay federal grants and return property acquired with federal assistance upon the lease or sale of the airport.

Conditions for granting exemptions. FAA approval is based upon a number of conditions listed in 49 United States Code § 47134. These include the private operator's ability to prove it will comply with the public operator's grant obligations, including the obligation to ensure continued access to the airport on reasonable terms. The private operator also must provide assurance that it will operate the airport safely, continue maintenance and improvement of the airport, provide security, mitigate noise and environmental impacts, and abide by any collective bargaining agreements already in place at the airport. The public operator also must provide a plan for continued operation of the airport in case of bankruptcy or other defaults of the private operator.

Federal assistance. Under the pilot program, the private operator of an air carrier airport may receive Airport Improvement Program (AIP) entitlement and discretionary grants, collect Passenger Facility Charges, and charge reasonable fees. However, unless approved by 65 percent of air carriers at the airport, the private operator may not increase air carrier rates and

charges at a rate that exceeds the consumer price index. Private operators of general aviation airports can receive AIP discretionary grants.

Federal oversight. Airports participating in the pilot program are subject to the same federal oversight as other public-use airports. In particular, air carrier airports must comply with the requirements of FAA airport safety regulations, 14 Code of Federal Regulations Part 139, and with Transportation Security Administration requirements for airport security.

Application process. A public airport sponsor and the private operator selected to purchase or lease an airport may request participation in the pilot program by filing an application for exemption under 49 U.S.C. §47134(a).

- Public sponsors may submit a preliminary application for FAA review and approval. It must contain summary narratives identifying the objectives of the privatization initiative, a description of the process and timetables for selecting a private operator, current airport financial statements, and a copy of the request for proposal.
- When the FAA approves the preliminary application, the applicant is guaranteed one of the five slots in the program, subject to FAA approval of the final application.
- The airport sponsor may select a private operator, negotiate an agreement, and submit a final application to the FAA. There is no timeline for the FAA to complete its review of the final application.
- After the FAA reviews and approves the final application and lease, it publishes a notice in the *Federal Register* for a 60-day public review and comment period. (*For MDW, See FAA Docket Number 2006-25867 at www.regulations.gov*).
- The FAA completes its review, prepares its Findings and Record of Decision (ROD), and addresses the public comments in the ROD.
- The FAA publishes its ROD and, if approved, observes the legal settlement and transfer of the airport from public owner and sponsor to the new private operator and sponsor.

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REFERRALS - JUNE 2009

AIRPORT:

- 1) Committee authorized legal action to determine the validity of easement on the Chartrand parcel. Mr. DeGraw is working with the County Attorney's Office on this issue. (03.31.09)
- 2) Mr. Lamy to determine an appropriate replacement for Mr. Stevens on the NYSAC Public Safety Committee. (03.31.09)
- 3) Status of self-fueling facility being constructed by Rich Air. (04.28.09)
- 4) Next Committee meeting is to be scheduled at the Airport for Committee tour of improvements to Airport buildings by Rich Air. (04.28.09)
- 5) Mr. Dusek to determine the legality of leasing Airport property to Mr. Schermerhorn for construction of a new stand-alone restaurant. (03.31.09)
- 6) Committee determined that the request for new contract with Dick Bovey, FAA Designated Flight Examiner, to permit him to administer FAA flight tests to pilot applicants at the Airport would be tabled for 30 days as per the recommendation of Mr. Schermerhorn. Committee to revisit issue at next meeting. (04.28.09)
- 7) Referral from Budget Committee - Discussion on options to reduce the Airport budget, including the feasibility of privatization. (05.06.09)

Public Works
May 28, 2009

1:00pm

<u>Name</u>	<u>Representing</u>
Sterling Good speed	Johnsburg
Gene Medina	Lake Luzerne
Don TASSIER	LAKE GEO.
Bud Taylor	Alto Falls
KEN PIPEW	MURMAN
Dan Belden	Hague
Paul Butts	Park + Rec
Bill Jany	DPW
Roger W Butts	Sup. Horicon
Ann Pollard	Rich Air
Rich Schermerhorn	Rich Air
LEN FOOTBROOK	EDC
PAUL DUSEK	COUNTY ATTORNEY
JOHN ALEXANDER	T/O WARRENSBURG
KEVIN GORAGITY	WARRENSBURG
DAVID STRAINER	Supervisor
Frank Thomas	Stony Creek
Richard Sautford	Self
Dick Bow	SELF.
Bill Brown	Self
JERRY CARUSE	GFPOA
Ditch Sautford	Self
DON HESS	GFPOA
BOB SHIEL	L.K. LUZERNE
TOM DIEHL	" "

Steve Handley — Citizen Advocate WTP.

Cork Nestor — TOWNMAN CONNECTION Snowmobile Club

Alyson Martin — The Post-Star

JoAnne Smith No. Creek Smith's

Don DeGraw — DPLW AIRPORT

Don Stec — Women County