

WARREN COUNTY DPW-PUBLIC WORKS COMMITTEE MEETING

**Tuesday, May 1, 2012
9:30 am**

AGENDA

- CALL TO ORDER..... Chairman Ralph Bentley**
- APPROVAL OF MINUTES..... Chairman Ralph Bentley**
- NEW BUSINESS..... Chairman Ralph Bentley**

Page #

- 1 DPW OT Report..... Jeff Tennyson**
- 2 DPW Fuel Report..... Jeff Tennyson**
- 5 Transfers Beach Rd H277 to A.9950 (\$12,250)..... Jeff Tennyson**
- 6 (R) Decrease Capital Project – Beach Rd Recon..... Jeff Tennyson**
- 7 (R) Documenting Local Match for Beach Rd GIGP Grant..... Jeff Tennyson**
- 9 (R) Est. Capital Project – H333 Valley Rd over Patterson Crk Bridge. Jeff Tennyson**
- 10 (R) New Grant – H333 Valley Rd over Patterson Crk..... Jeff Tennyson**
- 28 (R) New Contract – CME – Valley Rd over Patterson Crk Bridge..... Jeff Tennyson**
- 31 (R) New Contract – Atlantic Pavement Marking, Inc..... Jeff Tennyson**
- 34 (R) New Contract – Kubricky Const Corp – Cold Milling..... Jeff Tennyson**
- 37 (R) New Contract – Highway Rehab - Hot in-Place Recycling..... Jeff Tennyson**
- 40 (R) New Contract - Bell & Flynn – Hammermilling..... Jeff Tennyson**
- 43 (R) Authorizing Payment to Cumberland Farms re: Corinth Rd..... Jeff Tennyson**
- 47 (R) West Brook Parking Lot – Parking Operations..... Jeff Tennyson**

Items of Interest

- Tranfers Between Road Projects (Pending request for Finance)**
- Amend Budget – Parking Lots (Pending request for Finance)**
- Emergency Services Training Center Site Work (pg 48)**
- Beach Road Reconstruction – Kubricky Const. Corp**
- West Brook Parking Lot**
- Hadley-Luzerne Bridge Rehab**

- OLD BUSINESS..... Chairman Ralph Bentley**
- REFERRALS (pg 50)..... Chairman Ralph Bentley**
- PRIVILEGE OF THE FLOOR..... Chairman Ralph Bentley**
- ADJOURNMENT..... Chairman Ralph Bentley**

PUBLIC WORKS OVERTIME
through April 22, 2012

DPW OVERTIME (ALL DIVISIONS)

Period Ending	1/3/10	1/17/10	1/31/10	2/14/10	2/28/10	3/14/10	3/28/10	4/12/10	4/24/11	10/9/11	10/23/11	11/6/11	11/20/11	12/4/11	12/18/11	TOTAL
2005 (1/9/05)	2348	2128	691	1821	1840	1246	300	42								10416
2006 (1/8/06)	1498	2419	1114	858	1245	401	116	123								7774
2007 (1/7/07)	532	2064	1774	1871	1496	1483	590	1097								10907
2008 (1/5/08)	831	1180	2168	2655	2088	1170	629	159	142	121	131	164	56	2863	979	15336
2009 (1/4/09)	414	1887	1136	70	1241	631	45	56	67	125	101	14	38	343	1100	7268
2010 (1/3/2010)	1329	275	777	168	1294	61	28	65	56	80	58	43	108	149	714	5205
2011 (1/2/2011)	289	1353	1122	1200	1037	1118	341	83	23	237	256	473	119	277	145	8073
2012 (1/1/2012)	577	579	1364	299	583	668	54	52	55							
7 year ave. (2005-2011)	1034	1615	1255	1235	1463	873	293	232	716	1174	1301	1023	1415	745	261	14633.82
Ave minus high/low	864	1532	1404	1036	1359	872	241	90	59	123	116	104	82	310	847	9037.5

**Department of Public Works
Diesel & Unleaded Fuel Expense
for Period Ending March 31, 2012
As of 04/20/2012**

Year	January	February	March	April	May	June
2005	\$ 22,274.00	\$ 17,760.00	\$ 17,567.00	\$ 12,256.00	\$ 16,605.00	\$ 25,525.00
2006	\$ 30,076.00	\$ 19,299.00	\$ 19,327.00	\$ 15,096.00	\$ 26,956.00	\$ 24,890.00
2007	\$ 28,267.00	\$ 28,178.00	\$ 24,103.00	\$ 24,179.00	\$ 22,350.00	\$ 22,934.00
2008	\$ 41,643.00	\$ 51,796.00	\$ 27,756.00	\$ 27,519.00	\$ 33,621.00	\$ 43,618.00
2009	\$ 31,901.00	\$ 19,323.00	\$ 14,152.00	\$ 14,041.00	\$ 15,832.00	\$ 20,211.00
2010	\$ 20,251.00	\$ 21,890.00	\$ 18,052.00	\$ 20,409.00	\$ 21,826.00	\$ 24,286.00
2011	\$ 41,395.00	\$ 42,921.00	\$ 40,756.40	\$ 21,979.34	\$ 36,389.79	\$ 43,952.57

Seven Year Ave \$ 30,829.57 \$ 28,738.14 \$ 23,101.91 \$ 19,354.19 \$ 24,797.11 \$ 29,345.22
 Ave. Minus high/low \$ 30,782.60 \$ 26,322.20 \$ 21,361.00 \$ 19,140.87 \$ 24,271.60 \$ 28,250.60

Actual 2012	\$ 40,027.00	\$ 25,334.00	\$ 31,974.00			
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Year	July	August	September	October	November	December	Year Total
2005	\$ 20,883.00	\$ 21,524.00	\$ 19,501.00	\$ 19,546.00	\$ 19,160.00	\$ 23,180.00	\$ 235,781.00
2006	\$ 23,890.00	\$ 27,924.00	\$ 19,789.00	\$ 21,014.00	\$ 12,504.00	\$ 17,912.00	\$ 258,677.00
2007	\$ 20,053.00	\$ 23,292.00	\$ 18,961.00	\$ 26,637.00	\$ 22,830.00	\$ 41,035.00	\$ 302,819.00
2008	\$ 41,711.00	\$ 36,772.00	\$ 36,849.00	\$ 33,330.00	\$ 20,615.00	\$ 34,086.00	\$ 429,316.00
2009	\$ 20,694.00	\$ 20,001.00	\$ 20,225.00	\$ 19,534.00	\$ 14,865.00	\$ 34,086.00	\$ 244,866.00
2010	\$ 21,243.00	\$ 22,945.00	\$ 21,119.00	\$ 18,731.00	\$ 18,193.00	\$ 24,298.00	\$ 253,243.00
2011	\$ 25,992.71	\$ 34,175.23	\$ 37,901.04	\$ 29,037.34	\$ 33,796.55	\$ 25,754.67	\$ 414,051.64

Seven Year Ave. \$ 24,923.82 \$ 26,661.89 \$ 24,906.58 \$ 23,975.62 \$ 20,280.51 \$ 28,621.67 \$ 305,536.23
 Ave. Minus high/low \$ 22,540.54 \$ 32,465.06 \$ 23,496.80 \$ 23,153.67 \$ 19,132.60 \$ 28,280.93 \$ 299,198.47

Actual 2012							\$ 97,335.00
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Budget Balance 3/31/2012 \$ 314,593.00

Projected Additional Expense \$ 298,434.00

Projected Budget Overage or (Shortage) @ current rates \$ 16,159.00

**Department of Public Works
Diesel Fuel Used (Gallons)
for Period Ending March 31, 2012
As of 04/20/2012**

Year	January	February	March	April	May	June
2005	10795	8602	7782	4283	6876	10495
2006	11575	6480	6355	4488	8658	7438
2007	9445	9661	7290	7073	6345	6402
2008	10159	13655	5861	5145	6221	7891
2009	10599	6650	4841	5260	5787	6958
2010	5893	6673	4558	5435	6311	7306
2011	10891	10687	8845	3703	7415	10142

Seven Year Ave. 11560 10401 7589 5898 7936 9439
 Ave. Minus high/low 10573 8495 6426 4922 6438 7947

Actual 2012 8954 4932 6757
Projected 2011 4922 6438 7947

Year	July	August	September	October	November	December	Year Total
2005	8563	8044	6451	5550	6468	7986	91895
2006	7051	8300	6169	6769	3462	5198	81943
2007	5315	6384	4924	6714	4795	10400	84748
2008	7298	6746	7082	6934	6088	10618	93698
2009	6756	6580	6297	6382	4344	7906	78360
2010	5241	7121	6401	5031	4576	6062	70608
2011	5480	7377	9046	6592	7705	5256	93139

Seven Year Ave. 6529 7222 6624 6282 5348 7632 84913
 Ave. Minus high/low 6380 7174 6873 6401 5254 7522 84406

Actual 2012 6380 7174 6873 6401 5254 7522 84406
Projected 2012 6380 7174 6873 6401 5254 7522 84406

Current Price \$3.54
Projected Cost \$208,545

**Department of Public Works
Unleaded Fuel Used (Gallons)
for Period Ending March 31, 2012
As of 04/20/2012**

Year	January	February	March	April	May	June
2005	3690	2654	2838	2789	2796	3836
2006	3271	3137	3200	2445	3045	3204
2007	3495	3099	3345	3059	2927	2937
2008	3725	3406	3359	3117	3252	3235
2009	3960	3465	3229	2824	2914	3341
2010	2587	2606	3063	3149	2849	3069
2011	3959	3528	3927	3002	3414	3459

Six Year Ave. 3455 3061 3172 2897 2964 3270
Ave. Minus high/low 3628 3152 3239 3161 2997 3262

Actual 2012 3174 2562 2486
Projected 2012 3161 2997 3262

Year	Year											Total	
	July	August	September	October	November	December	December	December	December	December	December		
2005	2809	3097	3450	3301	2675	3386	37321						37321
2006	2848	2841	2605	3022	2340	2725	34683						34683
2007	2874	3200	2799	3300	3229	3625	37889						37889
2008	3524	3342	3533	3835	2863	4170	41361						41361
2009	3294	3032	3293	2845	2317	3081	37595						37595
2010	3019	2832	3224	2803	2833	3269	35303						35303
2011	2588	3279	2855	2616	2511	2773	37911						37911
							0						0
Six Year Ave.	3061	3057	3151	3184	2710	3376	37359						37359
Ave. Minus high/low	3099	3090	3124	3054	2644	3227	37204						37204

Actual 2012 3099 3090 3124 3054 2644 3227 27658 \$ 8222
Projected 2012 3099 3090 3124 3054 2644 3227 27658 \$ 89,889

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: Jeff Tennyson, DPW
Name of Department

SIGNED: **DATE:**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
H277.9901 910	- Beach Road Reconstruction	- A1325.5031	General - County Treasurer	\$12,250.00
A9950 910	General - County Treasurer	- H333.9950 5031	Transfers - Capital Project	\$12,250.00

Please state reason for transfers requested: Reduce local match necessary at this time for Beach Road Reconstruction due to the bid results and make local match funds available for other Capital Projects.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

RESOLUTION REQUEST FORM NO. 9

***Request to Increase or Decrease or Amend Existing Capital Project or
Capital Reserve Project****

**If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Exact Title and Number of Project*: Beach Road (CR 51/6) Reconstruction Project (H277.9550 280)
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Increase (if applicable): \$0
- (e) Amount of Decrease (if applicable): \$12,250.00
- (f) Source of Funding (if Increase) (including name & title of codes, etc.): N/A
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: Decrease local match share funds due to bid results and make local match funds available for other Capital Project

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Purpose of Request: Resolution documenting and authorizing local match funds for the Green Innovative Grant Program (GIGP) funding from the NYS Environmental Facilities Corporation (EFC) for the Beach Road Reconstruction project (H277.9550 280).

- (b) Details: Resolution 826 of 2010 ratified the actions of the Superintendent of Public Works to apply for GIGP funding through the EFC for the Beach Road Reconstruction project for an amount not to exceed \$500,000. Subsequently, EFC awarded the County \$415,000 to supplement existing grant funding for the project. The EFC grant requires a 10% local match which equals an amount not to exceed \$41,500. In order to prepare the final grant agreement documents, EFC requires the project sponsor pass a resolution (see sample resolution attached) to document and authorize the necessary local match funds.

Resolution 96 of 2012 authorized an increase to the Beach Road capital project (H277.9550 280) in the amount of \$61,140.47. This resolution request is to document and authorize as the required local match for the GIGP grant, \$41,500 of funds previously appropriated to Capital Project No. H277.9550 280 by Resolution 96 of 2012.

- (c) Previous Resolution Number:

**SAMPLE RESOLUTION
RESOLUTION NUMBER _____**

Authorizing and documenting local match for Construction Grant (10% local match)

WHEREAS, the Beach Road (CR 51/6) Reconstruction Project in the Town and Village of Lake George, Warren County, (“the Project”) is eligible for funding under the Green Innovation Grant Program through the New York State Environmental Facilities Corporation (EFC) that calls for the apportionment of the costs to be borne at the ratio of 90% Federal Funds and 10% non-federal funds; and

WHEREAS, the EFC has awarded the Project with a total of GIGP grant funds not to exceed \$415,000.00 (Four hundred fifteen thousand dollars and no cents) for construction and post construction monitoring costs associated with the Project; and

WHEREAS, the County Board of Supervisors desires to advance the Project by making a commitment of the non-federal share of the costs of the maximum awarded GIGP grant funds.

NOW, THEREFORE, the Warren County Board of Supervisors, duly convened does hereby

RESOLVE, that the County Board of Supervisors hereby approves the above-subject; and it is hereby further

RESOLVED, that the County Board of Supervisors authorizes and appropriates a minimum of 10% local match as required by the Green Innovation Grant Program for the GIGP Beach Road (CR 51/6) Reconstruction Project. Under the GIGP program, this local match must be at least 10% of the actual project costs eligible under the GIGP grant. The maximum local share appropriated subject to any changes agreed to by the County Board of Supervisors shall not exceed \$41,500.00 (Forty one thousand five hundred dollars and no cents) based upon a total estimated maximum of GIGP grant eligible project costs of \$415,000.00 (four hundred fifteen thousand dollars and no cents). The Superintendent of Public Works may increase this local match through the use of in-kind services without further approval from the Warren County Board of Supervisors; and it is further

RESOLVED, that expenses incurred for the Project shall be expended from Capital Project No. H277.9550 280 – Beach Road Reconstruction (CR 51/6)

RESOLUTION REQUEST FORM NO. 8

9

Request to Establish Capital Project or Capital Reserve Project*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Exact Title **and** Number of Project (**must be obtained from Treasurer's Office**): H333.9550 280 Valley Road (CR 36) over Patterson Creek Bridge Replacement
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No.
- (d) Amount of Project: \$245,000.00
- (e) Source of Funding (including name & title of codes, etc.):

Master Agreement \$196,000.00 Federal Share (80%)

\$36,750.00 State Marchiselli Share (15%)

\$12,250.00 Local Match Share (5%) - H9950.0910 Tranfers - Capital Projects

Total \$245,000.00

- (f) Purpose of Establishment: Preliminary Engineering for the Valley Road (CR 36) over Patterson Creek Bridge Replacement project (H333.9550 280)

RESOLUTION REQUEST FORM NO. 5

10

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Purpose of Grant: NYSDOT Grant for Valley Road (CR 36) over Patterson Creek Bridge Replacement (H333.9550 280)
- (b) Name of Grantor: NYSDOT
- (c) Address of Contractor: 328 State St, Schenectady, NY 12305
- (d) Grantor's Contact Person and Telephone Number: Karen Hulihan, 388-0438
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach? Yes, Grant Agreement attached
- (f) Effective Date of Grant: Upon Federal Authorization
- (g) Termination Date of Grant: Until Complete
- (h) Total Dollar Amount Involved (not to exceed): \$245,000
- (i) Deadline to Submit Grant Application and/or Grant Agreement: NA
- (j) Is a Budget amendment required? No If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? Yes
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? Yes If Yes, Where are the Funds? List Budget Code (with title), Object Code (with title), and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: H333.9550 280 Valley Road (CR 36) over Patterson Creek Bridge Replacement



11

State of New York
Department of Transportation
328 State Street
Schenectady, New York 12305-2302

Mary Ivey
Regional Director

Joan McDonald
Commissioner

March 26, 2012

Mr. Jeff Tennyson, P.E., Superintendent
Warren County Dept. of Public Works
4028 Main Street
Warrensburg, NY 12885

Dear Mr. Tennyson:

RE: Agreement and Resolution for
PIN 1759.12.121 – Preliminary Engineering
Valley Road (CR 36) over Patterson Creek
Bridge Replacement, Town of Thurman,
Warren County

Enclosed is the proposed agreement and resolution required for the above subject project. These documents need to be enacted by the county for work to be accomplished on the phase or phases listed above.

Please note the instructions listed below for processing the agreement.

Instructions

- (A) We have provided you with a single copy of the standardized agreement language and relevant Schedule AA@. Please **keep** this form your records; you will not get any additional copies for this project unless there is a change in the contract language. Once the agreement is fully executed, you will have to fill in the agreement effective date with the date of the State Comptroller=s signature.
- (B) We have provided you with a single copy of a draft resolution. The County should complete, enact and certify the resolution. Please do not change the wording of the resolution in any way without checking with this office first. ***The resolution must identify the source of the funding appropriation.*** Please return 3 (three originals with the required certificates. Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.

Mr. Jeff Tennyson
Page Two
March 26, 2012

(C) We have provided you with 5 (five) copies of the necessary signature pages. Please return all 5 (five) copies to this office with the above resolutions. You will get a single original of this page returned to you once the contract is executed by the necessary State Officials.

Should you have any questions or concerns, please do not hesitate to contact me (388-0438) or Heidi Romines (388-0435).

Very truly yours,

Karen I. Hulihan, P.E.
Regional Local Projects Liaison
Program Development and Management
Region One

KIH:hlr
Enclosure



MUNICIPALITY/SPONSOR: County of Warren

PROJECT ID NUMBER: 1759.12 BIN:

3305690

CFDA NUMBER: 20.500

PHASE: PER SCHEDULES A

Federal-Aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D033799

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Warren (the "Municipality/Sponsor")
acting by and through the Superintendent of Public Works
with its office at 4028 Main Street, Warrensburg, NY 12885.

This Agreement covers eligible costs incurred on or after / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this Agreement as BIN 3305690, Valley Road (CR36) over Patterson Creek, Bridge Replacement, Town of Thurman (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law § 10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, the State established the "Marchiselli" Program, that provides State aid for Federal aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: County of Warren

PROJECT ID NUMBER: 1759.12 BIN:

3305690

CFDA NUMBER: 20.500

PHASE: PER SCHEDULES A

WHEREAS, pursuant to Chapters 329, 330 and 331 of the Laws of New York of 1991, Highway Law '80-b and Public Authorities Law '380 funding of the "State share" of projects under the Marchiselli Program is provided from the proceeds of Local Highway and Bridge Service Contract Bonds issued by the New York State Thruway Authority ("Thruway Authority Bonds"); and

WHEREAS, the continuing legislative authorization for the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects from the proceeds of Thruway Authority Bonds is pursuant to a chapter or chapters of the laws of New York State providing appropriations pursuant to Public Authorities Law '380(1); and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Chairman of the Board of Supervisors of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- o Agreement Form - this document titled "Federal-Aid Local Project Agreement";
- o Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- o Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- o Appendix "A" - New York State Required Contract Provisions
- o Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- o Appendix "B" - U.S. Government Required Clauses
- o Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

MUNICIPALITY/SPONSOR: County of Warren

PROJECT ID NUMBER: 1759.12 BIN:

3305690

CFDA NUMBER: 20.500

PHASE: PER SCHEDULES A

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid Projects" (available through NYSDOT's web site at <https://www.nysdot.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally-aided portion, and, if applicable, shall request Thruway Authority funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. Billing shall be no more frequent than monthly and must be submitted in no less than six month intervals.

4.1 *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally-aided portion, and, if applicable, shall request Thruway Authority funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal-aid eligible projects to be on the Federal-Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.1.2 *Periodic Reimbursement.* Except where the Municipality/Sponsor proceeds or has proceeded without an agreement with NYSDOT, if the Municipality/Sponsor finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality/Sponsor, NYSDOT may make Federal-aid progress payments based on either:

- a. billings submitted by the consultant;
- b. payment estimates prepared by NYSDOT's Engineer-in-Charge; or
- c. billings prepared by the Municipality/Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FHWA.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request Thruway Authority reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal-aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.2.2 *Periodic Reimbursement.* Except where the Municipality proceeds or has proceeded without a Marchiselli Agreement with NYSDOT, if the Municipality finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality, NYSDOT may submit a request to the Thruway Authority to make progress payments based on the amount of Federal-aid participating expenditures made to date by the New York State Comptroller. For work performed by or through the Municipality, NYSDOT will reimburse eligible Marchiselli expenditures in accordance with Marchiselli program policy and claims procedures, with adjustments to be made after audit by NYSDOT or FHWA.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal-aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

MUNICIPALITY/SPONSOR: County of Warren

PROJECT ID NUMBER: 1759.12 BIN:

3305690

CFDA NUMBER: 20.500

PHASE: PER SCHEDULES A



15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal Aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By facsimile transmission;
- (c) By personal delivery;
- (d) By expedited delivery service; or
- (e) By e-mail.

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Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Karen I. Hulihan, P.E.

Title: Regional Local Project Liason

Address:NYS Department of Transportation
Planning and Program Management Group
328 State Street - 4th Floor
Schenectady, NY 12305

Telephone Number:(518)388-0438

Facsimile Number: (518) 388-0430

E-Mail Address: khulihan@dot.state.ny.us

[Municipality/Sponsor] County of Warren

Name: Jeffery E. Tennyson, P.E.

Title: Superintendent of Public Works

Address:4028 Main Street, Warrensburg, NY 12885

Telephone Number:(518) 761-6556

Facsimile Number: (518) 623-2772

E-Mail Address: itennyson@warrencountypw.com

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the NYS Thruway, registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website¹.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS Thruway Authority's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time.

Locally administered Federal-aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: **County of Warren**

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PROJECT ID NUMBER: **1759.12** BIN:

3305690

CFDA NUMBER: 20.500

PHASE: PER SCHEDULES A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name:

Print Name:

Title:

STATE OF NEW YORK)
)ss.:
COUNTY OF *Warren*)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

Notary Public

NYS DOT/ State-Local Agreement - Schedule A for PIN 1759.12

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OSC Municipal Contract #: D033799 **Contract Start Date:** / / (mm/dd/yyyy) **Contract End Date:** 3/23/2022 (mm/dd/yyyy)
 Check, if date changed from the last Schedule A

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Warren
 Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

Municipality: % of Cost share
 Municipality: % of Cost share
 Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE **County (If different from Municipality):**

Project Description (Check, if changed from last Schedule A): BIN 3305690, Valley Rd (CR36) over Patterson Creek
Additional Project Description (if required): Bridge Replacement, Town of Thurman
Marchiselli Eligible Yes No

Approved Marchiselli Allocations in Legislature's Comprehensive List FOR ALL PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$	\$	\$	\$ 0.00
<input type="checkbox"/>	Current SFY 11/12	\$38,000.00	\$	\$	\$38,000.00
Authorized Allocations to Date		\$38,000.00	\$ 0.00	\$ 0.00	\$38,000.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1759.12.121	Current	HBRRP	\$245,000.00	\$196,000.00 (80%)	\$36,750.00	\$12,250.00	\$0.00
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$245,000.00	\$196,000.00	\$36,750.00	\$12,250.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

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B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects: \$0.00

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$196,000.00	\$36,750.00	\$0.00	\$12,250.00	\$245,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed) Name: Heidi Romines
Phone No: 518-388-0435

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

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Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Repair of BIN 3305690, Valley Road (CR 36) over Patterson Creek, Bridge Replacement, Town of Thurman, Warren County, P.I.N. 1759.12 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Warren desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Preliminary Engineering.

NOW, THEREFORE, the Warren County Board of Supervisors, duly convened does hereby

RESOLVE, that the Warren County Board of Supervisors hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the County of Warren to pay in the first instance 100% of the federal and non-federal share of the cost of Preliminary Engineering work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$245,000 (two hundred forty-five thousand dollars and no cents) (\$245,000 for Preliminary Engineering) is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Warren County Board of Supervisors shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Chairman of the Board of Supervisors of the County of Warren be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Warren with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

STATE OF NEW YORK)
)S.S:
COUNTY OF Warren)

I, _____, Clerk of the _____ New York, do hereby certify that I have compared the foregoing copy of the resolution with the original resolution of file in my office and that the same is a true and correct transcript of said original resolution and of the whole thereof as duly adopted by said _____ at a meeting duly called and held at _____ on _____ by the required necessary vote of the members to approved the resolution.

WITNESS, my hand and the official seal of the _____ of _____, New York, the _____ day of _____, 2012

Clerk

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Is this a Result of a Bid or Request for Proposal? RFP

- (b) Purpose of Contract: Consultant services for Valley Road (CR 36) over Patterson Creek Bridge Replacement (H333.9550 280)

- (c) Name of Contractor: Creighton Manning Engineering, LLP

- (d) Address of Contractor: 2 Winners Circle, Albany, NY 12205

- (e) Contractor's Contact Person and Telephone Number: Charles Tutunjian, P.E.
(518) 446-0396

- (f) Has or will the Contract be provided, if so, please attach: Consultant Agreement

- (g) Commencement Date of Contract: Upon Federal Authorization

- (h) Termination Date of Contract: Until Complete

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$266,000
 - 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 Number, and Title, and Amount: H333.9550.280 Valley Road (CR 36) over Patterson Creek bridge Replacement

P.I.N. 1759.12
Valley Road (CR36) over Patterson Creek
BIN 3305690
Bridge Replacement
Town of Thurman, Warren County

Executive Summary

This Consultant Agreement covers the completion of Preliminary & Final Design (Phases I-VI) for the Valley Road over Patterson Creek Bridge Replacement Project. Creighton Manning Engineering, LLP has been designated by the Warren County DPW to progress this Locally Administered Federal-Aid project and has prepared the attached Scope of Services and Fee.

Project Description:

The project is intended to rehabilitate existing bridge (BIN 3305690) and adjacent roadway approaches. The project length is approximately 250 ft in length. All proposed facilities will meet all applicable Federal and State design standards. The project will replace the entire bridge to improve structure's condition rating, geometrics and hydraulic capacity. It is assumed that the bridge will closed during construction and an off-line detour will be utilized to maintain traffic. Accelerated Bridge Construction (ABC) methods will be implemented to significantly reduce the construction time.

The project scope required to complete the project in accordance with the Procedures for Locally Administered Federal Aid Projects is included in the Scope of Services and Cost Proposal.

Schedule and Construction Cost

It is anticipated the project will be ready for PS&E by late fall 2013 with construction starting in early summer of 2014. The TIP listing is as follows:

Preliminary and Final Engineering	= \$254,000 (FFY 2013)
ROW Incidentals and Acquisition	= \$102,000 (FFY2013)
Construction Inspection	= \$149,000 (FFY 2014)
<u>Construction</u>	<u>= \$1,309,000 (FFY 2014)</u>
Total	= \$1,814,000

This proposal is for Phases I - VI and is for \$266,000.

Exhibit C
Summary

Creighton Manning Engineering

Valley Road (CR 36) over Patterson Creek - PIN 1759.12

	1759.12.121 P/E	1759.12.221 ROW Incidentals	1759.12.222 ROW Acquisiton
Item IA, Direct Technical Salaries (estimated) subject to audit	\$75,235.00	\$2,144.00	
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0.00	\$0.00	
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$3,405.00	\$0.00	
Item II Direct Non-Salary Cost (estimated) subject to audit (Subcontractors)			
Soil Borings/Geotechnical	\$6,000.00		
Cultural Resources Survey - Phase 1A	\$5,000.00		
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost - Survey - MJ Eng) (Sub-Consultant Cost - ROW (RK Hite)	\$18,200.00	\$8,500.00	\$4,500.00
Item III, Overhead (estimated) subject (152%) to audit	\$114,360.00	\$3,260.00	\$0.00
Item IV, Fixed Fee (negotiated) (12%)	\$22,800.00	\$600.00	\$0.00
Total Estimated Cost	\$245,000.00	\$14,504.00	\$4,500.00
MAXIMUM AMOUNT PAYABLE	\$266,000.00		

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 5/1/12

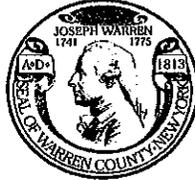
- (a) Is this a Result of a Bid or Request for Proposal? Bid WC 23-12
- (b) Purpose of Contract: Application of Pavement Markings to County highways and parking lots
- (c) Name of Contractor: Atlantic Pavement Marking, Inc.
- (d) Address of Contractor: 15 Industrial Rd., Prospect CT., 06712
- (e) Contractor's Contact Person and Telephone Number: Rich Stewart 203-758-0800
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: Upon Execution
- (h) Termination Date of Contract: 4/30/13, with 2 possible one-year extensions
- (i) Payment Provisions:
 - i) lump sum amount
 - 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. by LOA
- (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: D 3310.470-County Road-Traffic Control-Contracts

WARREN COUNTY DEPARTMENT OF PUBLIC WORKS

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MAIN OFFICES

4028 Main Street
Warrensburg, N.Y. 12885
Tel (518) 623-4141
(518) 761-6556
Fax (518) 623-2772



JEFFERY E. TENNYSON, P.E.
Superintendent of Public Works

KEVIN J. HAJOS, P.E.
Deputy Superintendent of Public Works

TOD BEADNELL, P.E.
Deputy Superintendent of Operations

DIVISIONS

Airport
Sewer Administration
Parks & Recreation
Recycling
Highway & Traffic
Engineering
Buildings & Grounds

April 17, 2012

Julie A. Pacyna
Purchasing Agent
Warren County
1340 State Route 9
Lake George, NY 12845

RE: WC 23-12 Application of Pavement Markings

Dear Ms. Pacyna:

The Department of Public Works (DPW) has reviewed the bids for the subject contract. Based on our review, DPW recommends the contract be awarded to the lowest responsive bidder, Atlantic Pavement Marking, Inc.

Atlantic Pavement Marking, Inc.
Attn: Richard Stewart
15 Industrial Rd.
Prospect, CT 06712
Ph: 203-758-0800
Fax: 203-758-0733

If you have any questions regarding the above, please feel free to contact me at (518) 824-8834.

Sincerely,

Kevin J. Hajos
Deputy Superintendent

<p>BID NO: WC 23-12</p> <p>ITEM(S): APPLICATION OF PAVEMENT MARKINGS</p> <p>DATE: MARCH 22, 2012</p> <p>TIME: 3:00 PM</p>	<p>NAME & ADDRESS OF BIDDER</p> <p>Atlantic Pavement Marking Inc. Attn: Richard Stewart 15 Industrial Rd. Prospect, CT 06712 Ph: 203-758-0800 Fax: 203-758-0733</p>	<p>NAME & ADDRESS OF BIDDER</p> <p>Seneca Pavement Marking, Inc. Attn: Matthew Sena 3526 Watkins Rd. Horseheads, NY 14845 Ph: 607-742-8158 Fax: 607-846-3347</p>		
<p>DESCRIPTION OF ITEM</p>	<p>BID PRICE</p>		<p>BID PRICE</p>	
<p>HIGHWAY STRIPING</p>	<p>Waterborne Paint</p>	<p>Solventborne Pnt</p>	<p>Waterborne Paint</p>	<p>Solventborne Pnt</p>
<p>Centerline (double line) - including all materials/equipment specified</p>	<p>\$344.99</p>	<p>\$359.99</p>	<p>\$410.00</p>	<p>\$475.00</p>
<p>Edge Line - including all materials/equipment specified</p>	<p>\$218.99</p>	<p>\$223.99</p>	<p>\$250.00 (side)</p>	<p>\$395.00 (side)</p>
<p>ADDITIONAL ITEMS</p>				
<p>HIGHWAY USE</p>				
<p>24" Wide Yellow Hatch Line</p>	<p>\$.75/foot</p>		<p>\$4.00/foot</p>	
<p>18" Wide White Hatch Line</p>	<p>\$.70/foot</p>		<p>\$4.00/foot</p>	
<p>115" High White Straight Arrow</p>	<p>\$20.00/each</p>		<p>\$150.00/each</p>	
<p>8" High White Right, Left or Combination Arrows (tape)</p>	<p>\$119.00/each</p>		<p>NO BID</p>	
<p>18" Stop Bar (tape)</p>	<p>\$4.95/foot</p>		<p>\$12.00/foot</p>	
<p>8" High Word "STOP" (tape)</p>	<p>\$139.00/each</p>		<p>\$500.00/each</p>	
<p>8" High Word "AHEAD" (tape)</p>	<p>\$139.00/each</p>		<p>\$500.00/each</p>	
<p>8" High Word "ONLY" (tape)</p>	<p>\$190.00/each</p>		<p>\$500.00/each</p>	
<p>6 1/2" High White "R&R" (tape)</p>	<p>\$250.00/each</p>		<p>\$750.00/each</p>	
<p>12" White Crosswalk (tape)</p>	<p>\$4.00/foot</p>		<p>\$12.00/foot</p>	
<p>16" White Crosswalk (tape)</p>	<p>\$5.00/foot</p>		<p>\$12.00/foot</p>	
<p>24" White Crosswalk (tape)</p>	<p>\$6.00/foot</p>		<p>\$20.00/foot</p>	
<p>6" High Bicycle Symbol (tape)</p>	<p>\$90.00/each</p>		<p>\$500.00/each</p>	
<p>8" High "School" (tape)</p>	<p>\$175.00/each</p>		<p>\$750.00/each</p>	

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Is this a Result of a Bid or Request for Proposal? BID, WC 29-12
- (b) Purpose of Contract: Cold Milling of Pavement for Highway Rehabilitation
- (c) Name of Contractor: Kubricky Construction Corp.
- (d) Address of Contractor: 269 Ballard Rd., Wilton NY 12831
- (e) Contractor's Contact Person and Telephone Number: Robert Hughes, 518-792-5864
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: Upon execution
- (h) Termination Date of Contract: December 31, 2012 with 2 possible 1yr extensions
- (i) Payment Provisions:
 - i) lump sum amount
 - 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. By LOA
- (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: D 5112-County Roads -Various projects

WARREN COUNTY DEPARTMENT OF PUBLIC WORKS

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MAIN OFFICES

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Tel (518) 623-4141
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JEFFERY E. TENNYSON, P.E.
Superintendent of Public Works

KEVIN J. HAJOS, P.E.
Deputy Superintendent of Public Works

TOD BEADNELL, P.E.
Deputy Superintendent of Operations

DIVISIONS

Airport
Sewer Administration
Parks & Recreation
Recycling
Highway & Traffic
Engineering
Buildings & Grounds

April 17, 2012

Julie A. Pacyna
Purchasing Agent
Warren County
1340 State Route 9
Lake George, NY 12845

RE: WC 29-12 Cold Milling; Recommendation of Award

Dear Ms. Pacyna:

The Department of Public Works (DPW) has completed the bid analysis for the subject contract. Based on the bid analysis, DPW recommends that the WC 29-12 Cold Milling contract be awarded to the lowest responsive bidder:

Kubricky Construction Corp.
Attn: Robert Hughes
269 Ballard Road
Wilton, NY 12831
Ph: 518-792-5864
Fx: 518-792-2458

If you have any questions regarding the above, please feel free to contact me at (518) 824-8834.

Sincerely,

Kevin J. Hajos, P.E.
Deputy Superintendent

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Is this a Result of a Bid or Request for Proposal? BID, WC 36-12
- (b) Purpose of Contract: Hot In-Place Pavement Recycling for Highway Rehabilitation
- (c) Name of Contractor: Highway Rehabilitation Corp.
- (d) Address of Contractor: 2258 Route 22 Brewster, NY 10509
- (e) Contractor's Contact Person and Telephone Number: Christine Magee, (845) 278-9645
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: Upon execution
- (h) Termination Date of Contract: December 31, 2012
- (i) Payment Provisions:
 - i) lump sum amount
 - 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. By LOA
- (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: D 5112-Variou projects or DPW budget as appropriate

WARREN COUNTY DEPARTMENT OF PUBLIC WORKS

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MAIN OFFICES

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Warrensburg, N.Y. 12885
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JEFFERY E. TENNYSON, P.E.
Superintendent of Public Works

KEVIN J. HAJOS, P.E.
Deputy Superintendent of Public Works

TOD BEADNELL, P.E.
Deputy Superintendent of Operations

DIVISIONS

Airport
Sewer Administration
Parks & Recreation
Recycling
Highway & Traffic
Engineering
Buildings & Grounds

April 27, 2012

Julie A. Pacyna
Purchasing Agent
Warren County
1340 State Route 9
Lake George, NY 12845

RE: WC 36-12 Hot In-Place Pavement Recycling

Dear Ms. Pacyna:

The Department of Public Works (DPW) has reviewed the bids for the subject contract. Based on our review, DPW recommends the contract be awarded to the lowest responsive bidder, Highway Rehabilitation Corp.

Highway Rehabilitation Corp.
Attn: Christine Magee
2258 Route 22
Brewster, NY 10509
Ph: 845-278-9645
Fax: 845-278-0747

If you have any questions regarding the above, please feel free to contact me at (518) 824-8834.

Sincerely,

Kevin J. Hajos
Deputy Superintendent

**WARREN COUNTY
 BID TABULATION SHEET**

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BID NO: WC 36-12 ITEM(S): HOT IN-PLACE PAVEMENT RECYCLING DATE: APRIL 17, 2012 TIME: 3:00 P.M.	NAME & ADDRESS OF BIDDER Highway Rehabilitation Corp. Attn: Christine Magee 2258 Route 22 Brewster, NY 10509 Ph: 845- 278-9645 Fx: 845- 278-0747	NAME & ADDRESS OF BIDDER Reclamation, LLC. Attn: Michael Haggerty PO Box 292 West Hurley, NY 12491 Ph: 845-331-6500 Fx: 845-331-3330
DESCRIPTION OF ITEM	BID PRICE / SQ.YD.	BID PRICE / SQ.YD.
A. ASPHALT SURFACE RECYCLING WITH ROLLER AND OPERATOR	\$3.89 / s.y.	\$5.29 / s.y. *
B. ASPHALT SURFACE RECYCLING WITHOUT ROLLER AND OPERATOR	\$3.81 / s.y.	\$5.09 / s.y. *
COMMENTS:		* Alternate - Hot In-Place Foamed Asphalt Recycling
BID AWARDED TO: JULIE PACYNA, PURCHASING AGENT		
TERM OF BID: Date of award to December 31, 2012	RESOLUTION #:	

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Is this a Result of a Bid or Request for Proposal? BID, WC 37-12
- (b) Purpose of Contract: Cold Milling Pavement Recycling (Hammermill Method) for Highway Rehabilitation
- (c) Name of Contractor: Bell & Flynn, Inc.
- (d) Address of Contractor: 69 Bunker Hill Avenue, Stratham, NH 03885
- (e) Contractor's Contact Person and Telephone Number: Brian Bell, (603) 778-8511
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: Upon execution
- (h) Termination Date of Contract: December 31, 2012
- (i) Payment Provisions:
 - i) lump sum amount
 - 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. By LOA
- (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: D 5112-Various projects or DPW budget as appropriate

WARREN COUNTY DEPARTMENT OF PUBLIC WORKS

41

MAIN OFFICES

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Warrensburg, N.Y. 12885
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JEFFERY E. TENNYSON, P.E.
Superintendent of Public Works

KEVIN J. HAJOS, P.E.
Deputy Superintendent of Public Works

TOD BEADNELL, P.E.
Deputy Superintendent of Operations

DIVISIONS

Airport
Sewer Administration
Parks & Recreation
Recycling
Highway & Traffic
Engineering
Buildings & Grounds

April 25, 2012

Julie A. Pacyna
Purchasing Agent
Warren County
1340 State Route 9
Lake George, NY 12845

RE: WC 37-12 Cold Milling Pavement Recycling (Hammermill Method); Recommendation of Award

Dear Ms. Pacyna:

The Department of Public Works (DPW) has completed the bid analysis for the subject contract. Based on the bid analysis, DPW recommends that the WC 37-12 Cold Milling Pavement Recycling (Hammermill Method) contract be awarded to the responsive bidder:

Bell & Flynn, Inc.
69 Bunker Hill Ave.
Stratham, NH 03885
Attn. Brian Bell
Phone: (603) 778-8511
Fax (603) 772-4396

If you have any questions regarding the above, please feel free to contact me at (518) 824-8834.

Sincerely,

Kevin J. Hajos, P.E.
Deputy Superintendent

WARREN COUNTY
 BID TABULATION SHEET

42

BID NO: WC 37-12 ITEM(S): COLD IN-PLACE PAVEMENT RECYCLING-HAMMERMILL METHOD DATE: APRIL 17, 2012 TIME: 3:00 P.M.	NAME & ADDRESS OF BIDDER Bell & Flynn, Inc. Attn: John T. Bell 69 Bunker Hill Avenue Stratham, NH 03885 Ph: 603-778-8511 Fx: 603-772-4396
DESCRIPTION OF ITEM	BID PRICE
SCHEDULE A	
1. Price per square yard Hammermilling operation.	\$4.50 / s.y.
2. Price per square yard: Fine grading (Up to 12" of Warren County supplied	\$0.95 / s.y.
subbase gravel)	
3. Total 1 & 2:	\$5.45 / s.y.
BID AWARDED TO:	RESOLUTION NO.
	TERM: Date of Award thru December 31, 2012.
JULIE A. PACYNA, PURCHASING AGENT	

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: DPW

DATE: 5/1/12

- (a) Purpose of Request: To authorize additional payment to Cumberland Farms, Inc. (CFI) relating to Just Compensation for the Corinth Rd Reconstruction Project H199

- (b) Details: The County paid a Just Compensation amount to CFI based on property value and anticipated construction cost to relocate the merchants road side sign. CFI requested relieve for costs incurred which exceeded the Just Compensation estimates. CFI has demonstrated the that the actually cost of relocating the sign has exceeded the original estimate by \$5,405.79. The Superintendent recommends additional payment of \$5,405.79 to CFI as final settlement of the CFI claim.

- (c) Previous Resolution Number: 541 of 2007

Warren County Board of Supervisors

RESOLUTION NO. 541 OF 2007

44

Resolution introduced by Supervisors Belden, Bentley, Haskell, Mason, Stec, Geraghty and Merlino

AUTHORIZING CHAIRMAN TO EXECUTE ADDITIONAL CORRESPONDENCE ACKNOWLEDGING JUST COMPENSATION AMOUNTS AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS FOR LAND ACQUISITIONS RELATED TO THE CORINTH ROAD/MAIN STREET/BROAD STREET (CR 28) RECONSTRUCTION PROJECT (PIN #1753.80) AS WELL AS UPDATES TO PREVIOUSLY AGREED JUST COMPENSATION - DEPARTMENT OF PUBLIC WORKS

WHEREAS, Resolution No. 668 of 2006 authorized a lump sum payment to R.K. Hite & Company, Inc., the County's right-of-way sub-consultant, for right-of-way acquisitions relative to the Corinth Road/Main Street/Broad Street (CR 28) Reconstruction Project (the "Project") (PIN #1753.80), and

WHEREAS, since that time, Resolution Nos. 837 of 2006, 87 of 2007, and 166 of 2007 were adopted and authorized the Chairman of the Board of Supervisors to execute correspondence acknowledging just compensation amounts and authorizing negotiations with property owners for land acquisitions relative to the Project, and

WHEREAS, R.K. Hite & Company, Inc. has provided the Superintendent of Public Works with additional appraisals of other properties that are crucial/necessary to the Project, and has provided correspondence (dated June 26, 2007, July 12, 2007, July 20, 2007 and July 27, 2007) outlining the highest approved appraisal amount/recommended just compensation amount for each property, which are listed on Schedule "A", which is attached to and made a part of this resolution, and

WHEREAS, in order to commence negotiations with these property owners to purchase the properties, the County needs to acknowledge the just compensation amount, now, therefore, be it

RESOLUTION NO. 541 OF 20 07

Page 2, Continued

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute correspondence (dated June 26, 2007, July 12, 2007, July 20, 2007 and July 27, 2007) from R.K. Hite & Company, Inc., the sub-consultant, acknowledging the proposed just compensation amounts for the properties listed on Schedule "A", relative to the Corinth Road/Main Street/Broad Street (CR 28) Reconstruction Project (PIN #1753.80), and thus authorizing negotiations with the property owners to purchase same, for the total amount of Six Hundred Eighteen Thousand Four Hundred Eighty Dollars (\$618,480) and be it further

RESOLVED, that the expenses incurred for such Project shall be expended from Capital Project No. H199.9550 280 - Corinth Road Reconstruction.

SCHEDULE "A"

MAP NO.	PROPERTY OWNER(S)	HIGHEST APPROVED APPRAISAL AMOUNT	RECOMMENDED JUST COMPENSATION
3	John Liapes <i>(Updated)</i>	\$12,680	\$12,680*
4	Frank J. Parillo <i>(Updated)</i>	\$18,700	\$18,700**
9	Mobil Oil Company	\$500,000	\$500,000
11	Cumberland Farms, Inc. <i>(Updated)</i>	\$40,600	\$40,600***
19	Patrick Merrill	\$40,000	\$40,000
20	Michael Ringer	\$11,000	\$11,000
55	Scott Richardson (now David P. And Sandra M. Barlow)	\$ 8,600	\$ 8,600
75	Mobil Oil Company	\$40,000	\$40,000
103	Hudson River Credit Union <i>(Updated)</i>	\$ 2,200	\$ 2,200****

* Last updated on Resolution No. 87 of 2007 as \$4,700 - revised figure of \$12,680 - net increase of \$7,980

** Originally on Resolution No. 837 of 2006 as \$14,200 - revised figure of \$18,700 - net increase of \$4,500

*** Originally on Resolution No. 837 of 2006 as \$35,500 - revised figure of \$40,600 - net increase of \$5,100

**** Originally on Resolution No. 837 of 2006 as \$900 - revised figure of \$2,200 - net increase of \$1,300

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: DPW

DATE: 5/1/12

(a) Purpose of Request: To establish operating parameters for the West Brook Parking Lot

(b) Details: The new West Brook Parking Lot is to be established in the summer of 2012. The Board must set initial operating parameters for the parking lot. The operating parameters can be changed in the future by subsequent Resolution, if necessary. The Superintendent recommends the initial parameters be consistent with the Beach Rd Parking Lot, which has operated successfully for many years. This resolution will establish the following parameters:

- 1. Hours and Days of Operation: 24 hours/day, 7 days/week
- 2. Maximum Parking Time: 12 hours
- 3. Cash Accepted: U.S. currency Bills only (\$1, \$5, \$10, \$20 bills), no coins accepted
- 4. Parking Rate: \$2.00 per hour
- 5. Credit Cards Accepted: Visa and Mastercard

(c) Previous Resolution Number: NA

Emergency Services Training Site: Phase 1- MASK Confidence Building

Construction Status (as of 4/30/12)

- SWPPP approved by DEC, site and roadside cleared and silt fence and other sediment control installed. *completed w/e 3/9*
- Access road (119 Queensbury Ave.) to site improved and widened with bank run gravel. *completed w/e 3/16*
- Topsoil removed from building site and staging area, replaced with bank run gravel. *completed w/e 3/23*
- Delivery of MASK confidence building and components to site. *3/28*
- Topsoil excavated from parking area. *completed w/e 4/6*
- Grading of building site (fill) in preparation for concrete pier installation. *completed w/e 4/13*
- Installation of forms for concrete piers in preparation of concrete pour. *completed 4/16*
- Concrete piers poured and building mounting plates installed. *completed 4/17*
- Finish course of stone (Item 4) put under building footprint, additional grading (fill) done in preparation for crane. *completed w/e 4/20*
- AFTS company representative and crane (donated by Rozell Industries) at site to begin assembly of MASK confidence building. *4/23*
- Assembly of MASK confidence building complete. *4/26*
- Topsoil removed from parking area, replaced with bank run gravel. *completed w/e 4/27*
- Grading of parking area (fill). *completed 4/30*

Work to be Completed

- Installation of concrete piers for exterior stairs.
- Finish course (Item 4) applied to access road and parking area, including fine grading and compaction.
- Finish course (No. 2 stone) applied to building apron for drainage.
- Culvert installation and ditching along access road.
- Install gates on access road.
- Finish improvements on access road entrance (awaiting approval from NYSDEC and Army Corp of Engineers for wetland buffer and culvert replacement).

Resources Used* (as of 4/30/12)

Materials

- Bank Run Gravel- 6800 yards (Wash. Co.)
- Item 4- 40 yards (Warren Co.)
- Concrete- 12 yards (Warren Co.)
- 24" Sono Tubes- 8 (Warren Co.)
- Silt Fence- 900 feet (Warren Co.)

Labor

Man Hours- 985 (Warren Co.), 940 (Wash. Co.)

Equipment

- Excavator- 80 hrs (Warren Co.)
- Bulldozer- 120 hrs (Warren Co.)
- Tandem Trucks- 100 hrs (Wash Co.), 60 hrs (Warren Co.)
- Small Excavator- 8 hrs (Wash. Co.)
- Skid Steerer- 12 hrs (Warren Co.)
- Roller- 60 hrs (Wash. Co.), 4 hrs (Warren Co.)
- Welding Trucks- 40 hrs (Wash. Co.)
- 70-ton Crane- 4 hrs (donated by Rozell Industries)

Resources Needed to Complete Work*

Materials

- 12" Sono Tubes- 2
- Concrete- 1 yard (for ext. stair posts)
- Item 4- 750 to 800 yards (for road and parking area)
- No. 2 Stone- 12 yards (for building apron)
- No. 3-6 Stone- 20 yards (to line ditch west side of site)
- Galvanized Gate- 2

Labor

120 Man Hours

Equipment

- Gradall- 16 hrs
- Paver- 8 hrs
- Bulldozer- 12 hrs
- Tandem Trucks- 40 hrs
- Roller- 8 hrs
- Backhoe w/12" Auger- 8 hrs

*** Estimates are approximate; more detailed estimates will be redone at project completion.**

REFERRALS - MAY 2012

PUBLIC WORKS: (Including Airport; DPW; Parks, Recreation & Railroad; Warren County Sewer and Solid Waste & Recycling)

DPW:

No items this month.

PARKS, RECREATION & RAILROAD:

- 1) With reference to the Committee's request for the County Attorney's Office to research the property in the Town of Johnsbury owned jointly by the Town and the County to determine whether sale or transfer to the Town is appropriate, Mr. Dusek has advised that a temporary solution has already been approved allowing the Town use of the property and that the matter would be deferred for the attention of the new County Attorney. (06.28.11)
- 2) Committee tabled discussion on the Capital Improvement and Cost Sharing Plan presented by Iowa Pacific relative to the rail line for further consideration at their next meeting. Update: Saratoga-North Creek Railway to provide updated proposal at the next Committee meeting. (03.27.12)

SOLID WASTE & RECYCLING:

No items this month.

WARREN COUNTY SEWER:

No items this month.

COUNTY FACILITIES:

AIRPORT:

No items this month.

BUILDING & GROUNDS:

- 1) Mr. Tennyson/Mr. Morehouse to provide monthly status reports relative to the lease of the former Ceiba Geigy property. (03.26.12)
- 2) Resolution No. 256 (approved at 04.20.12 Board meeting) authorized agreement for installation of alarm interface at the Municipal Center Building for an amount not to exceed \$2,500 with the source of funding to be the Contingent Fund; the appropriate code for funds to be transferred to is to be determined when the work is completed. (04.20.12)