

AGENDA

Department of Public Works
County Facilities - Buildings and Grounds
November 26, 2013 – 10:30 am

- 1.) CALL MEETING TO ORDER.....Ch. Dan Girard
Approval of minutes October 25, 2013

- 2.) OLD BUSINESS

- 3.) NEW BUSINESS
 - A.) Cleaning services agreement – Unified Court System..... F. Morehouse

 - B.) Request from VA Administration to park a vehicle at the Municipal Center
(pg. 3)P. Dusek

 - C.) Transfer of Land Parcels to DOT J. Tennyson

- 4.) REFERRALS – (pg. 2)
 - A.) Referral from 11.15.13 Board meeting: Resolution No. 595 of 2013, *Authorizing Grant of Easement over County Owned Property to National Grid for Electrical Distribution Relocation*, was withdrawn and the matter referred to the Public Works Committee for further consideration. (11.15.13)

- 5.) PRIVILEGE OF THE FLOOR..... Ch. Dan Girard

- 6.) ADJOURNMENTCh. Dan Girard

REFERRALS - NOVEMBER/DECEMBER 2013

COUNTY FACILITIES: (Including Airport and Buildings & Grounds)

AIRPORT:

- 1) Mr. Dubarry to contact Mr. Schermerhorn to determine his intentions for the conceptual drawings for the office space and restaurant and if Mr. Schermerhorn intends to move forward, to invite him to the next Committee meeting to present the conceptual drawings. (05.01.13) Update: Mr. Schermerhorn's architect is currently working on elevations and themes to be presented at a future Committee meeting. (07.25.13)
- 2) Mr. Dubarry to determine whether new software is available to determine level of use of the Airport. (08.22.13)

BUILDING & GROUNDS:

- 1) Mr. Tennyson and Supervisor Loeb to meet with Greater Glens Falls Transit to discuss constructing a shelter for people taking the bus and to expand the bus schedule and to add another bus stop in back of the Municipal Center (01.29.13). Committee requested that Scot Sopchuk, GGFT, attend the next meeting to discuss. (10.25.13)
- 2) Mr. Tennyson to prepare an estimate and recommended restructuring of the entrance to the Municipal Center to be considered for the 2014 budget and to solicit input from supervisors and employees and report back to the Committee (01.29.13). Update: Mr. Morehouse to present 2-3 plans with cost estimates at the next Committee meeting. (07.03.13) Update: DPW Engineers will develop plans in December-February with estimates for the Committee to review. (08.22.13)
- 3) Referral from Public Safety Committee requesting review of a proposal to construct a shelter to house OES vehicles and equipment. (09.25.13) Update: Various option to be researched including estimate of cost to construct a pole barn on County property, use of property at the Airport, at Perkins Recycling Building, or a building near Westmount Health Facility. (10.25.13)
- 4) Referral from County Clerk-Motor Vehicles Committee - to discuss the possibility of utilizing security personnel to assist with proctoring of the motor vehicle exams, as well as to discuss the need for security to be assigned to the DMV/County Clerk portion of the building on a full-time basis. (10.02.13) Update: Sheriff to look into providing the requested security personnel. (10.25.13)

REFERRALS - NOVEMBER/DECEMBER 2013

DPW:

- 1) Referral from 11.15.13 Board Meeting: Resolution No: 595 of 2013, *Authorizing Grant of Easement over County Owned Property to National Grid for Electrical Distribution Relocation*, was withdrawn and the matter referred to the Public Works Committee for further consideration. (11.15.13)



**VA Health Care
Upstate New York**

Team Up With Us

Samuel S. Stratton VA Medical Center
113 Holland Avenue
Albany, NY 12208

Visit Us At www.visn2.va.gov

November 13, 2013

Municipal Center
Warren County Administrator's Office
1340 State Street, Route 9
Lake George, NY 12845

Attention: Paul Dusek, County Administrator

This letter is formal request to allow Joshua Fisher, MSW to park his U.S. government vehicle in the parking lot at the Municipal Center in Lake George.

The government vehicle would be parked at the Warren County Municipal Center in a designated spot during the evenings and weekends. All liability for any personal injury or property damage will be the responsibility of the Veterans Administration.

Thank you for your assistance.

Sincerely,

Michael Slavett, LCSW
VAMC HUD/VASH Social Worker
North Country Team Lead
650 Warren Street
Albany, NY 12208
Cell (518) 469-4896
PH:(518) 626-5150
FX:(518) 462-3099
michael.slavettl@VA.gov

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME:

DATE: November 26, 2013

- (a) Is this a Result of a Bid or Request for Proposal?
- (b) Purpose of Contract: Court Cleaning and Maintenance Services for a five year term commencing April 1, 2013 and terminating March 31, 2018, in the amount of \$144,249 for the initial term of April 1, 2013 through March 31, 2014
- (c) Name of Contractor: State of New York Unified Court System
- (d) Address of Contractor: 65 South Broadway, Suite 101, Saratoga Springs, NY 12866
- 5099 (e) Contractor's Contact Person and Telephone Number: James Clark, (518)285-
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: 04/01/13
- (h) Termination Date of Contract: 03/31/18
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed \$144,249 for first term
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, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.1620

Warren County Board of Supervisors

RESOLUTION NO. 538 OF 2012

Resolution introduced by Supervisors Girard, Thomas, Loeb, Westcott and Mason

AUTHORIZING RENEWAL AGREEMENT WITH STATE OF NEW YORK UNIFIED COURT SYSTEM FOR COURT CLEANING AND MAINTENANCE SERVICES

WHEREAS, the annual renewal agreement for Court cleaning and maintenance services within the Warren County Municipal Center has been received for the period of April 1, 2012 through March 31, 2013, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized and directed to execute the continuance of the agreement (the previous agreement having been authorized by Resolution No. 563 of 2011) and any other necessary documents with State of New York Unified Court System, 65 South Broadway, Suite 101, Saratoga Springs, New York 12866, for the renewal period of April 1, 2012 through March 31, 2013, for an amount not to exceed One Hundred Sixty-Two Thousand Twenty-Two Dollars (\$162,022), in a form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 728 OF 2012

Resolution introduced by Supervisors Girard, Thomas, Loeb, Westcott and Mason

AMENDING RESOLUTION NO. 538 OF 2012 - AUTHORIZING RENEWAL AGREEMENT WITH THE STATE OF NEW YORK UNIFIED COURT SYSTEM FOR COURT CLEANING AND MAINTENANCE SERVICES

WHEREAS, by Resolution No. 538 of 2012 Warren County entered into an agreement with the State of New York Unified Court System ("Court System") for court cleaning and maintenance services for an amount not to exceed One Hundred Sixty-Two Thousand Twenty-Two Dollars (\$162,022), and

WHEREAS, the Superintendent of Buildings has received notification for the Court System that the amount will be decreased to One Hundred Fifty-One Thousand Twenty-Two Dollars (\$151,022) for the period of April 1, 2012 through March 31, 2013, and

WHEREAS, the proposed agreement prepared under the authority of Resolution No. 538 of 2012 was not executed by the Court System, and

WHEREAS, the Court System has proposed an amended agreement, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an amended agreement with the State of New York Unified Court System for an amount not to exceed One Hundred Fifty-One Thousand Twenty-Two Dollars (\$151,022), in a form approved by the County Attorney, and be it further

RESOLVED, that other than the above amendment, Resolution No. 538 of 2012 shall remain in full force and effect.

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:

DATE: 11/26/13

- (a) Purpose of Request: To authorize transfer of certain parcels to NYSDOT for highway purposes.

- (b) Details: NYSDOT has requested conveyance of County owned parcels adjacent to SR 9 and Glen Lake Rd in the Town of Queensbury. Proposed conveyance is shown on the attached Map #224 and Map #225. Requesting authority for the Chairman of the Board to execute an Agreement of Adjustment and Release of Owner, and any other documents required for the conveyance to NYSDOT. Final conveyance documents and agreement shall be in a form approved by the County Attorney.

- (c) Previous Resolution Number: NA

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: NA

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

AGREEMENT OF ADJUSTMENT
and RELEASE OF OWNER

PIN: 1819.99.201

Project: Glens Falls - Lake George, SH 417

Map No(s): 224, 225

County: Warren Town: Queensbury

Payee Ident. No. or Soc. Sec. No: ✓

Proc. No: 13070

Parcel No(s): 283 Fee, 284 Fee

City/Village:

THIS AGREEMENT, made this _____ day of _____, 20____, between

Warren County
4028 Main Street
Warrensburg, NY 12885

hereinafter referred to as "Claimant", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State," pursuant to statute,

WITNESSETH:

WHEREAS, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown on the above designated map(s); and

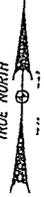
WHEREAS, the Claimant was, at the time of said appropriation or, if said appropriation has not yet occurred, the Claimant is now, and at the time of said appropriation, will be, the owner of the property affected by said appropriation or of some right, title or interest therein;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The compensation to be paid by the State for the total value of the property so appropriated and for all legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area forms a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded, is the sum of One Dollar Payment Waived (\$1.00 PW).
2. The Claimant agrees, as a prerequisite to such payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems necessary to secure to the State a full release of all claims by reason of the aforementioned appropriation and by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, road, highways, or public or private rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project.
3. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
4. This Agreement is also exclusive of claims, if any (other than the claim of Claimant), for the value of or damage to easements and appurtenant facilities for the construction, operation and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer and railroad lines.
5. The amount agreed upon herein as compensation shall be binding and conclusive on the parties in any action or proceeding with relation to the aforesaid appropriation as representing the total value of the property so appropriated, together with all legal damages caused by or consequent upon such appropriation, as aforesaid.
6. This Agreement shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties.
7. ~~Interest will be paid on the case consideration herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.~~
Initials for Paragraph 7 _____
8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

WARREN COUNTY
(REPUTED OWNER)

MATCH LINE SEE SHEET 3



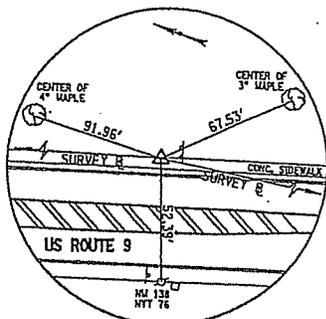
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WARREN COUNTY
(REPUTED OWNER)

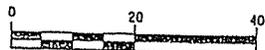
AREA = 17169 S.F.±
OR 0.394± AC.

FEE

M224
P283



N.T.S.
@STA. 46+80.19
N: 1649255.0445 E: 704675.0934



1 INCH = 20 FT.

@ STA 51+00.00 = 1998
DOT @ STA. 9+031.313m

STA: 46+80.19

MATCH LINE SEE SHEET 1

All that piece or parcel of property hereinafter designated as Parcel No. 283 situate in the Town of Queensbury, County of Warren, State of New York as shown on the accompanying map and described as follows:
PARCEL NO. 283

Beginning at a point on the westerly boundary of the existing Glens Falls - Lake George state highway at its intersection with the division line between the property of Great Escape Theme Park, LLC of (reputed owner) on the south and the property of Warren County (reputed owner) on the north, said point being 17.0+/- feet distant southwesterly measured at right angles from Station 43+91.1+/- of the hereinafter described survey baseline for the reconstruction of a portion of the Glens Falls - Lake George, S.H. No. 417; thence along said division line South 81°-43'-02" West, 56.8+/- feet to a point 69.9+/- feet distant southwesterly measured at right angles from Station 44+11.5+/- of the back tangent produced ahead of said baseline; thence through the property of Warren County (reputed owner) the following (2) two courses and distances: (1) North 52°-25'-23" East, 35.0+/- feet to a point 39.7+/- feet distant westerly measured at right angles from Station 44+02.1+/- of said baseline; and (2) North 17°-46'-00" West, 718.2+/- feet to a point on the southwesterly boundary of Gurney Lane, an existing county road said point being 97.2+/- feet distant westerly measured at right angles from Station 51+46.9+/- of said baseline; thence South 46°-03'-07" East along the last mentioned southwesterly boundary of said existing county road 50.0+/- feet to its intersection with the first mentioned westerly boundary of said existing state highway said point being 72.7+/- feet distant westerly measured at right angles from Station 51+03.4+/- of said baseline; thence along the last mentioned westerly boundary of said existing state highway the following (2) two courses and distances: (1) South 17°-40'-16" East, 676.4+/- feet to a point 20.0+/- feet distant westerly measured at right angles from Station 44+20.5+/- of said baseline; and (2) South 18°-38'-35" East, 35.9+/- feet to the point of beginning, being 17,169 +/- square feet or 0.394 acre more or less.

The above mentioned survey baseline is a portion of the 2004 survey baseline (NAD 83/96) for the reconstruction of a portion of the Glens Falls - Lake George, S.H. No. 417 as shown on a map and plan in the office of the State Department of Transportation and described as follows:

Beginning at Station 38+82.85; thence North 29°-38'-54" West to Station 43+97.90; thence North 07° -45'-14" West to Station 46+80.19; thence North 16°-33'-45" West to Station 51+51.16

All bearings refer to True North at the 74° - 30' Meridian of West Longitude.

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I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date May 10, 2005

William E. Logan
for William E. Logan, P.E.
Regional Traffic Engineer
for the Regional Director of
Transportation Region No. 1



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYS DOT policies, standards and procedures.

Date 2-10-05 2005
Creighton Manning Engineering

Donald G. Sovey
Donald G. Sovey Land Surveyor
P.L.S. License No. 050078

Warren County
(Reputed Owner)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

I have compared the foregoing copy of the map with the original thereof, as filed in the office of the Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

Date _____ 20____

Real Estate Division

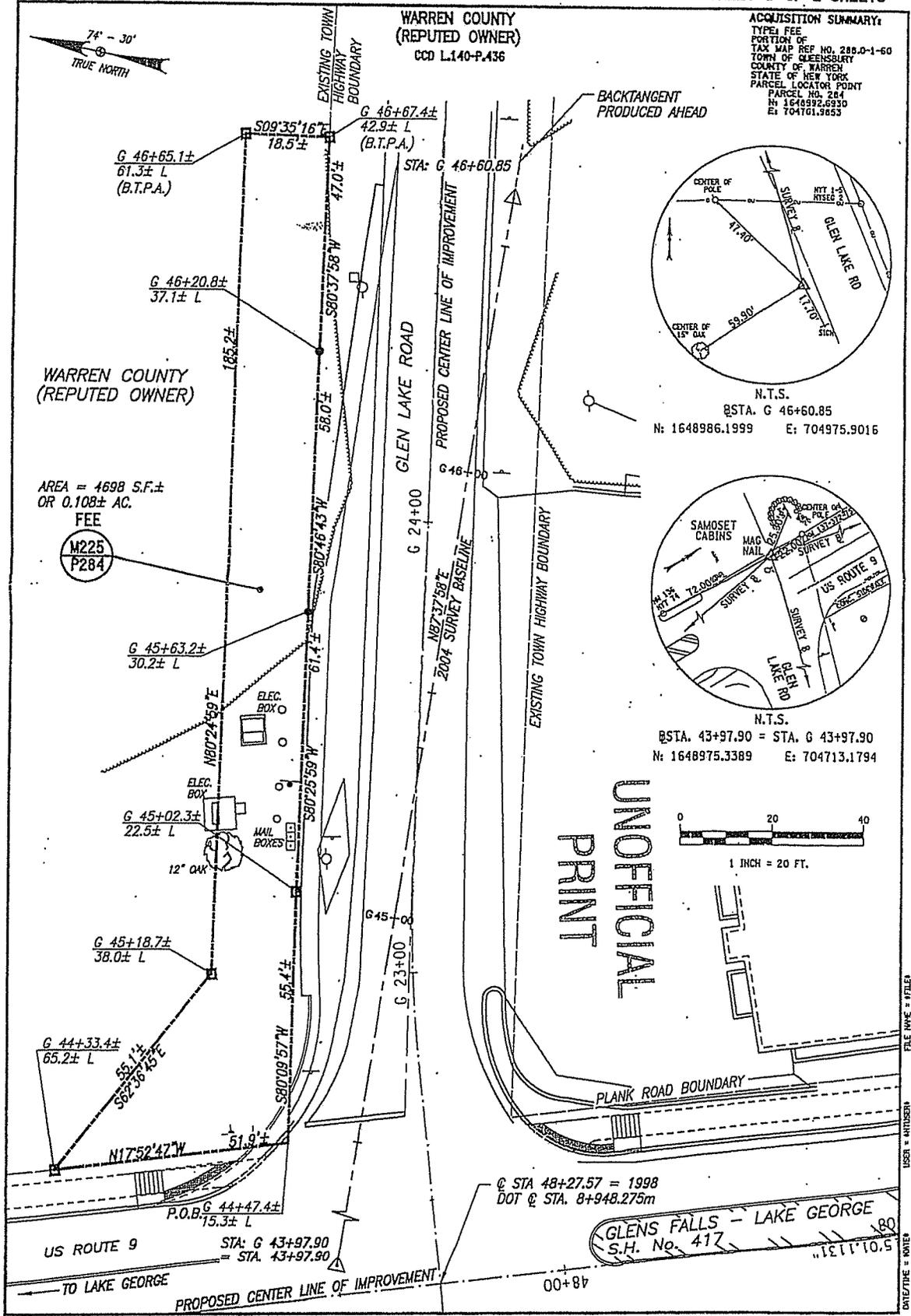
Real Estate Division

#580

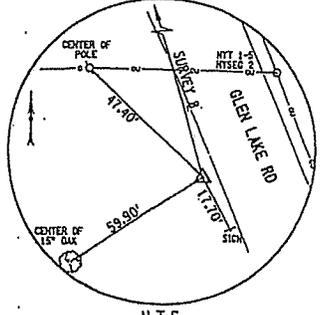
GLENS FALLS - LAKE GEORGE
S.H. No. 417

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

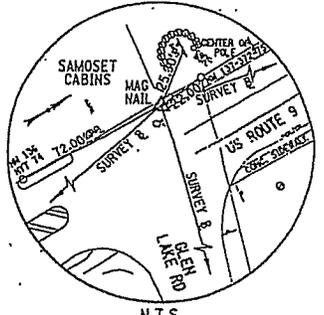
MAP NO. 225
PARCEL NO. 284
SHEET 1 OF 2 SHEETS



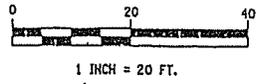
ACQUISITION SUMMARY:
 TYPE: FEE
 PORTION OF
 TAX MAP REF NO. 288-D-1-60
 TOWN OF QUEENSBURY
 COUNTY OF WARREN
 STATE OF NEW YORK
 PARCEL LOCATOR POINT
 PARCEL NO. 284
 EN 1648972.8930
 EL 704761.9653



N.T.S.
 @ STA. G 46+60.85
 N: 1648986.1999 E: 704975.9016



N.T.S.
 @ STA. 43+97.90 = STA. G 43+97.90
 N: 1648975.3389 E: 704713.1794



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PLANK ROAD BOUNDARY

@ STA 48+27.57 = 1998
DOT @ STA. 8+948.275m

GLENS FALLS - LAKE GEORGE
S.H. No. 417

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

GLENS FALLS - LAKE GEORGE
S.H. No. 417

MAP NO. 225
PARCEL NO. 284
SHEET 2 OF 2 SHEET.

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All that place or parcel of property hereinafter designated as Parcel No. 284 situate in the Town of Queensbury, County of Warren, State, of New York as shown on the accompanying map and described as follows:

PARCEL NO. 284

Beginning at a point on the easterly boundary of the existing Glens Falls - Lake George, S.H. No. 417, at its intersection with the northerly boundary of Glen Lake Road an existing town highway, said point being 15.3+/- feet distant northerly measured at right angles from Station "G" 44+47.4+/- of the hereinafter described survey baseline for the reconstruction of a portion of the Glens Falls - Lake George, S.H. No. 417; thence North 17°-52'-47" West along the first mentioned easterly state highway boundary 51.9+/- feet to a point 65.2+/- feet distant northerly measured at right angles from Station "G" 44+33.4+/- of said baseline; thence through the property of Warren County (reputed owner) the following (3) three courses and distances: (1) South 62°-36'-45" East, 55.1+/- feet to a point 38.0+/- feet distant northerly measured at right angles from Station "G" 45+18.7+/- of said baseline; (2) North 80° -24'-59" East, 185.2+/- feet to a point 61.3+/- feet distant northerly measured at right angles from Station "G" 46+65.1 of the backtangent produced ahead of said baseline; and (3) South 09°-35'-16" East 18.5+/- feet to a point on the first mentioned northerly boundary of said existing town highway, the last mentioned point being 42.9+/- feet distant northerly measured at right angles from Station "G" 46+67.4+/- of the backtangent of said baseline produced ahead; thence along the last mentioned northerly boundary of said existing town highway the following (4) four courses and distances: (1) South 80°-37'-58" West, 47.0+/- feet to a point 37.1+/- feet distant northerly measured at right angles from Station "G" 46+20.8+/- of said baseline; (2) South 80° -46'-43" West, 58.0+/- feet to a point 30.2+/- feet distant northerly measured at right angles from Station "G" 45+63.2+/- of said baseline; (3) South 80°-25'-59" West 61.4+/- feet to a point 22.5+/- feet distant northerly measured at right angles from Station "G" 45+02.3+/- of said baseline and (4) South 80° -09'-57" West, 55.4+/- feet to the point of beginning, being 4,698+/- square feet or 0.108 acre more or less.

With standard restrictions plus restriction on placement of manholes, vents or other structures within an established distance of any edge of the highway pavement.

Reserving, however, to the owner of the property designated as Parcel No. 284 above, and such owner's successors or assigns a permanent right, privilege and easement to transmit electricity or messages by means of electricity and for such purposes construct, reconstruct, maintain, inspect, and operate a subterranean system consisting of such encasements, conduits, sleeves, manholes, vents, and appurtenances as may be deemed necessary by the owner of such easement for the proper operation or improvement thereof; providing no manhole, vent or other structure shall be placed at or above the surface of the ground within 10 feet of any edge of the highway pavement, and further providing that no change in the grade or in the alignment or location of such facilities shall be made or additional facilities constructed which will interfere with the highway and its appurtenances or other facilities of the State of New York.

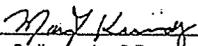
The above mentioned survey baseline is a portion of the 2004 survey baseline (NAD 83/96) for the reconstruction of a portion of the Glens Falls - Lake George, S.H. No. 417 as shown on a map and plan in the office of the State Department of Transportation and described as follows:

Beginning at Station 43+97.90=Station "G" 43+97.90; thence North 87° -37'-58" East to Station "G" 46+60.85.

All bearings refer to True North at the 74° - 30' Meridian of West Longitude.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date October 10, 2006

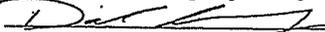

Mark P. Kennedy, P.E.
Acting Regional Highway, Traffic, and Safety Engineer for the Regional Director of Transportation Region No. 1



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYS DOT policies, standards and procedures.

Date 6-2- 2006
Creighton Manning Engineering


Donald G. Sovey Land Surveyor
P.L.S. License No. 050078

Warren County
(Reputed Owner)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

I have compared the foregoing copy of the map with the original thereof, as filed in the office of the Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

Date _____ 20 _____

Real Estate Division

Real Estate Division

PREPARED BY _____

CHECKED BY _____

FINAL CHECK BY _____

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:

DATE: 11/26/13

- (a) Purpose of Request: To authorize grant of easement to National Grid for installation of electrical utility equipment on County Parcels adjacent to East Schroon River Rd. in the Town of Bolton

- (b) Details: National Grid has requested that the County grant an Easement for installation of overhead utility equipment on County Parcel 198.4-1-9, along and over the Town Highway of East Schroon River Rd, in the Town of Bolton. National Grid believes the highway is a "highway by use" and is therefore seeking the property easement from the underlying owner, Warren County. Requesting authority for the Charman of the Board of Supervisors to execute any documents required for granting of the easement to NG with the following recommended conditions: 1) installation and erection of facilities shall be within 24 feet 9 inches of the centerline of the existing highway, and 2) installation shall be approved in advance by the Town of Bolton. Final easement documents and agreement shall be in a form approved by the County Attorney.

- (c) Previous Resolution Number: NA

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: NA

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

GRANT OF EASEMENT

County of Warren of 1340 State Route 9, Lake George, New York 12845 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and Verizon New York, Inc. having an address of 140 West Street, New York, New York, 10007, (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;
- b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of one or both of the Grantees, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;
- c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.
- e. The Grantee, its assigns and successors and assigns shall at all times indemnify and save harmless the Grantor, its boards, officers, agents and servants from and against all damages, costs, expenses, and charges of every nature by reason or in consequence of any negligent act or omission on the part of the Grantee, its successors, or assigns.
- f. The Grantee shall procure and keep in effect for the duration of this Easement commercial general liability insurance including contractual liability, covering liabilities assumed by the Grantee hereunder. Said insurance shall be in limits of not less than One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollar (\$2,000,000.00) aggregate for personal injury, bodily injury, including death, and/or property damage whether of the Grantee, the Grantor, or other person. Any combination of commercial general liability and excess liability policy limits can be used to satisfy this insurance requirement. As evidence of such coverage, Grantee shall on an annual basis provide the Grantor with a certificate of said insurance issued by an insurance company licensed to do business in the state of New York. The Grantor shall be included as an additional insured to the policy with respect to the Easement Area. Grantee will provide the Grantor thirty (30) days notice of cancellation. Coverage shall be continuous and remain in effect for the duration of the Easement. Any failure of the Grantee to comply with reporting requirements or other breaches of warranties shall not affect coverage provided to the Grantor as additional insured.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Warren County Clerk's Office, in Liber D of Deeds at Page 45 and consists of land described as being part of Tax Parcel No. 198.4 – 1 – 9 of the Town of Bolton, County of Warren, New York, commonly known as East River Road.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled "Exhibit A – Utility Easement - County of Warren", which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

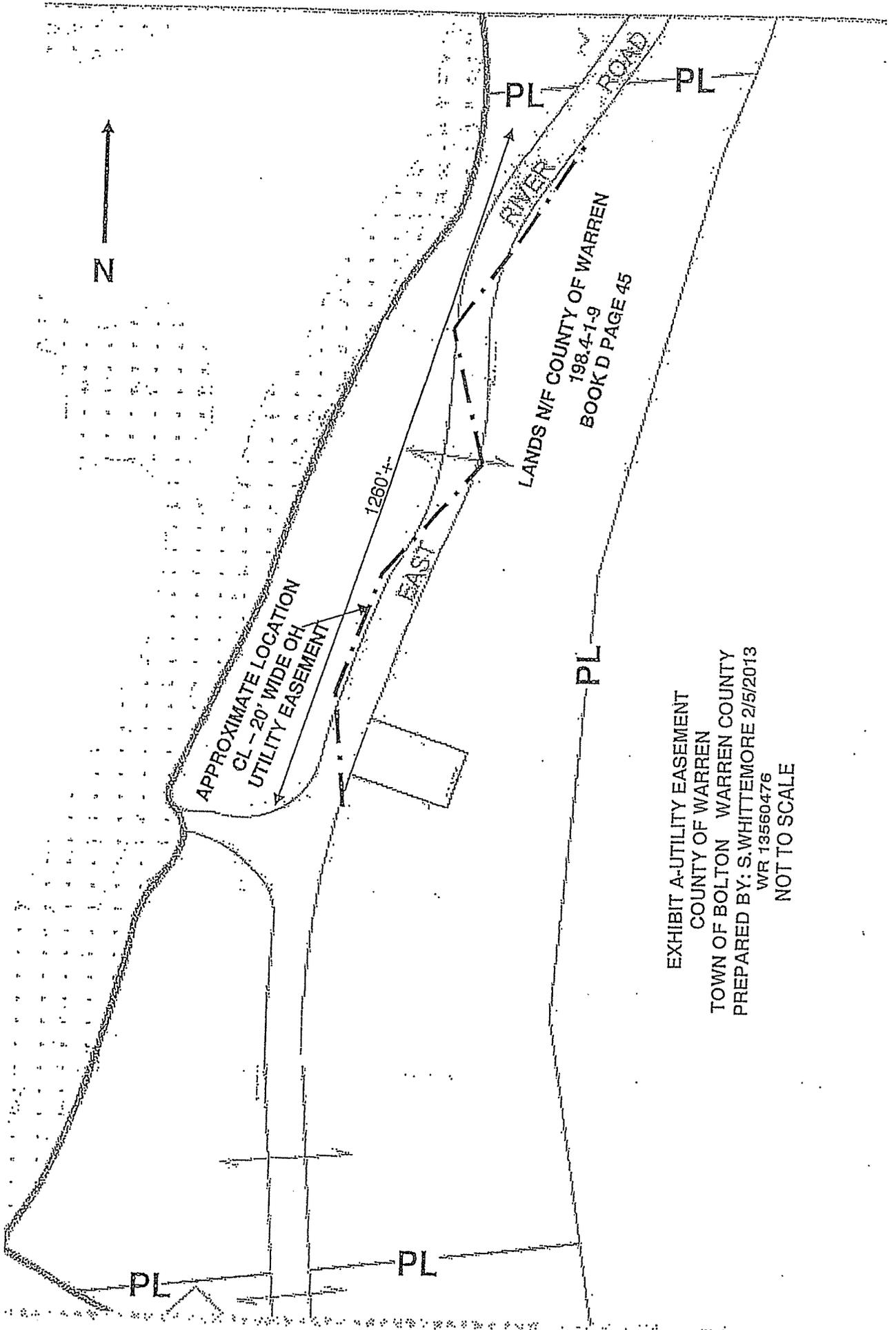


EXHIBIT A-UTILITY EASEMENT
COUNTY OF WARREN
TOWN OF BOLTON WARREN COUNTY
PREPARED BY: S.WHITTEMORE 2/5/2013
WR 13560476
NOT TO SCALE