

WARREN COUNTY PUBLIC WORKS

DPW COMMITTEE MEETING
Tuesday, July 2, 2013
~~Thursday, May 30, 2013~~
10:00 ~~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
- Discussion – Northway Plaza Property Transfer..... Martin Auffredou
- 5 (R) Auth License Agreements with Beach Rd Property Owners..... Jeff Tennyson
- 16 (R) Establish Cap Project – Blair Rd Bridge Replacement H342..... Jeff Tennyson
- 17 (R) New Grant – Blair Rd Bridge Replacement..... Jeff Tennyson
- 25 (R) New Contract – CPL for Blair Rd Bridge Replacement..... Jeff Tennyson
- 31 (R) New Contract – Hicks Rd Reconstruction Contractor..... Jeff Tennyson
- 32 (R) New Contract – Crane Mt Rd Replacement Contractor..... Jeff Tennyson
- 33 County Route 11 Washout Repair (Funding Options)..... Jeff Tennyson

Transfers

- 34 D5110.120 Maint of Rd Salaries-OT to D3310.120 Traffic OT (\$2k).. Jeff Tennyson
- 35 A7110.110 UpYonda Salaries to A7111.130 UpYo Salaries PT (\$3k).. Jeff Tennyson

Items of Interest

- Beach Road Reconstruction Status
- Hicks Road Reconstruction Project (July bid)
- Crane Mt. Road Bridge Replacement (July bid)
- Lanfear Rd Bridge (photos)

- OLD BUSINESS..... Chairman Ralph Bentley
- REFERRALS (page 36)..... Chairman Ralph Bentley
- PRIVILEGE OF THE FLOOR..... Chairman Ralph Bentley
- ADJOURNMENT..... Chairman Ralph Bentley

DPW OVERTIME ALL DIVISIONS

	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
2008	4180	4743	1796	301	940	889	707	343	1443	416	2919	1261	19938
2009	3155	1311	36	123	659	619	317	325	930	215	381	1813	9884
2010	1668	1462	89	205	120	489	390	251	1094	196	299	1147	7410
2011	2481	2238	1459	270	1464	1072	304	990	1482	866	396	577	13599
2012	1950	881	722	108	245	543	514	454	1073	356	366	2212	9424
2013	1279	1616	838	164	109	357							4363
Average	2452	2042	823	195	590	662	446	473	1204	410	872	1402	12924

Department of Public Works
 Diesel & Unleaded Fuel Expense
 for Period Ending May 31, 2013
 As of 06/27/2013

Year	January	February	March	April	May	June
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
2012	\$ 40,027.00	\$ 25,334.00	\$ 31,974.00	\$ 28,001.77	\$ 29,323.87	\$ 33,578.02
Seven Year Ave	\$ 33,365.71	\$ 29,820.14	\$ 25,160.06	\$ 21,603.59	\$ 26,614.09	\$ 30,495.66
Ave. Minus high/low	\$ 34,334.00	\$ 27,529.20	\$ 24,242.40	\$ 21,836.47	\$ 26,815.38	\$ 29,861.21
Actual 2013	35917.67	\$ 33,902.19	\$ 29,065.23	\$ 22,110.54	\$ 22,994.76	

Year	July	August	September	October	November	December	Year Total
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	\$ 20,226.00	\$ 19,534.00	\$ 14,865.00	\$ 35,580.02	\$ 246,360.02
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
2012	\$ 30,915.85	\$ 31,184.24	\$ 30,933.55	\$ 35,501.21	\$ 22,835.91	\$ 37,425.63	\$ 377,035.05
Seven Year Ave.	\$ 26,357.08	\$ 28,041.92	\$ 26,539.80	\$ 26,254.94	\$ 20,805.64	\$ 30,870.19	\$ 325,928.82
Ave. Minus high/low	\$ 24,547.12	\$ 27,904.10	\$ 25,783.31	\$ 25,910.47	\$ 19,867.79	\$ 32,150.74	\$ 320,782.19
Actual 2013							\$ 143,990.39

Budget Balance 04/30/2013 \$ 264,935

Less: Projected Additional Expense \$ 204,297

Projected Budget Overage or (Shortage) @ current rates \$ 60,638

**Department of Public Works
Diesel Fuel Used (Gallons)
for Period Ending May 31, 2013
As of 06/27/13**

Year	January	February	March	April	May	June
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
2012	8954	4932	6757	5843	6383	8165
Seven Year Ave.	9645	8391	6358	5278	6731	7757
Ave. Minus high/low	10010	8030	6221	5234	6535	7552
Actual 2013	7366	6947	5836	4268	4990	7552
Projected 2013						7552

Year	July	August	September	October	November	December	Year Total
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
2012	7420	6833	6799	7548	4470	8035	82139
Seven Year Ave.	6366	7049	6674	6567	5063	7639	83519
Ave. Minus high/low	6380	6931	6550	6678	4855	7532	82508
Actual 2013							
Projected 2013	6380	6931	6550	6678	4855	7532	46478

Current Price \$3.17
Projected Cost \$147,335

**Department of Public Works
Unleaded Fuel Used (Gallons)
for Period Ending May 31, 2013
As of 06/27/2013**

Year	January	February	March	April	May	June
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
2012	3174	2562	2486	2274	2646	2727
Seven Year Ave	3453	3115	3230	2839	3007	3139
Ave. Minus high/low	3525	3143	3239	2889	2997	3157
Actual 2013	2940	2498	2678	2672	2489	
Projected 2013						3157

Year	July	August	September	October	November	December	Total
2006	2848	2841	2605	3022	2340	2725	34683
2007	2874	3200	2799	3300	3229	3625	37889
2008	3524	3342	3533	3835	2863	4170	41361
2009	3294	3032	3293	2845	2317	3081	37595
2010	3019	2832	3224	2803	2833	3269	35303
2011	2588	3279	2855	2616	2511	2773	37911
2012	2644	2949	2583	3012	2377	2751	32185
Seven Year Ave	2970	3068	2985	3062	2639	3199	36704
Ave. Minus high/low	2936	3060	2955	2996	2585	3100	36582
Actual 2013							
Projected 2013	2936	3060	2955	2996	2585	3100	20789

Current Price \$ 2.74
Projected Cost \$ 56,962

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: 7/2/13

- (a) Purpose of Request: To authorize the Chairman of the Board of Supervisors to execute revocable license agreements for entities encroaching on County-owned right of way.

- (b) Details: During the final design phase of the Beach Road (CR 51/6) Reconstruction Project, it was discovered that three commercial land uses were encroaching upon County-owned right of way. The Superintendent of Public Works determined that: the encroachment poses no threat to highway safety; there is no imminent County use of the subject right of way; and the property should remain County right of way for future use. The County Attorney has drafted a standard format for revocable license agreements which grants permission to the adjacent land owner to continue to operate the existing commercial use, access the property for maintenance purposes and identifies insurance and indemnification requirements. The agreement will be executed for three parcels along Beach Road; Lake George Steamboat Co., Inc. (251.18-3-68), Around the World Enterprises, Inc. (264.07-1-3) and Artsmith Rental Properties (264.08-1-28.1). The agreement requires endorsement by the Chairman of the Board of Supervisors, the County Attorney, and the property owner. DPW requests that the Chairman of the Board of Supervisors be authorized to execute these revocable license agreements, in a form approved by the County Attorney, without individual board resolutions for each occurrence.

- (c) Previous Resolution Number: NA

49R1 39

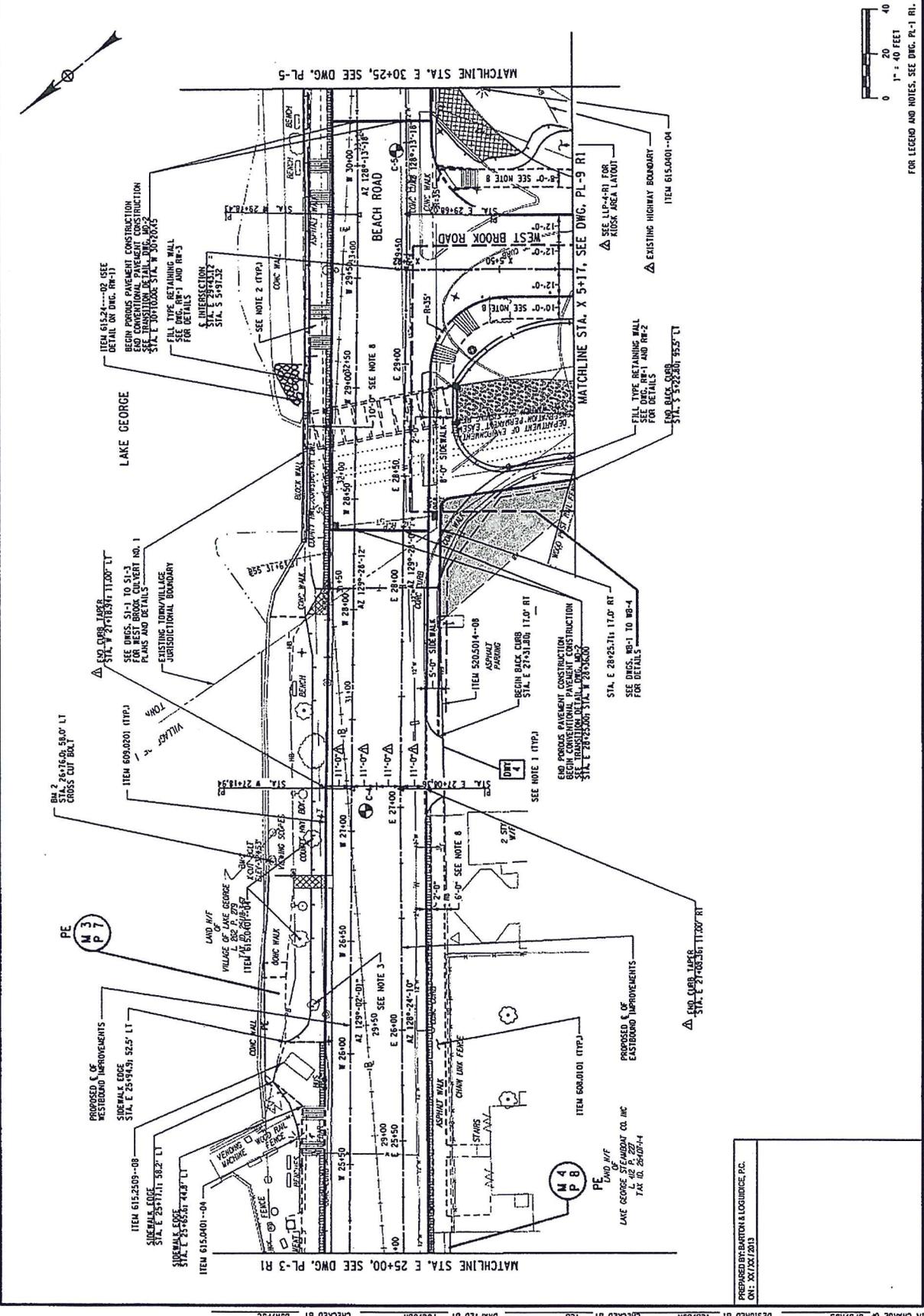
NO DATE	BY	REVISION
04/13	DJR	REVISION PAPER CALLOUTS
04/13	DJR	REVISION RIGHT OF WAY BOUNDARY & SIDEWALK



Barton
Regulades, P.C.
 QUALIFIED ALTERNATE OR ADDITIONAL DESIGNER
 DRAWING IS A VOUCHER OF THE NEW YORK STATE
 EDUCATION LAW ARTICLE 145 SECTION 7200

BEACH ROAD RECONSTRUCTION
 TOWN AND VILLAGE OF LAKE GEORGE
 WARREN COUNTY
 P.L.N. 1757.28

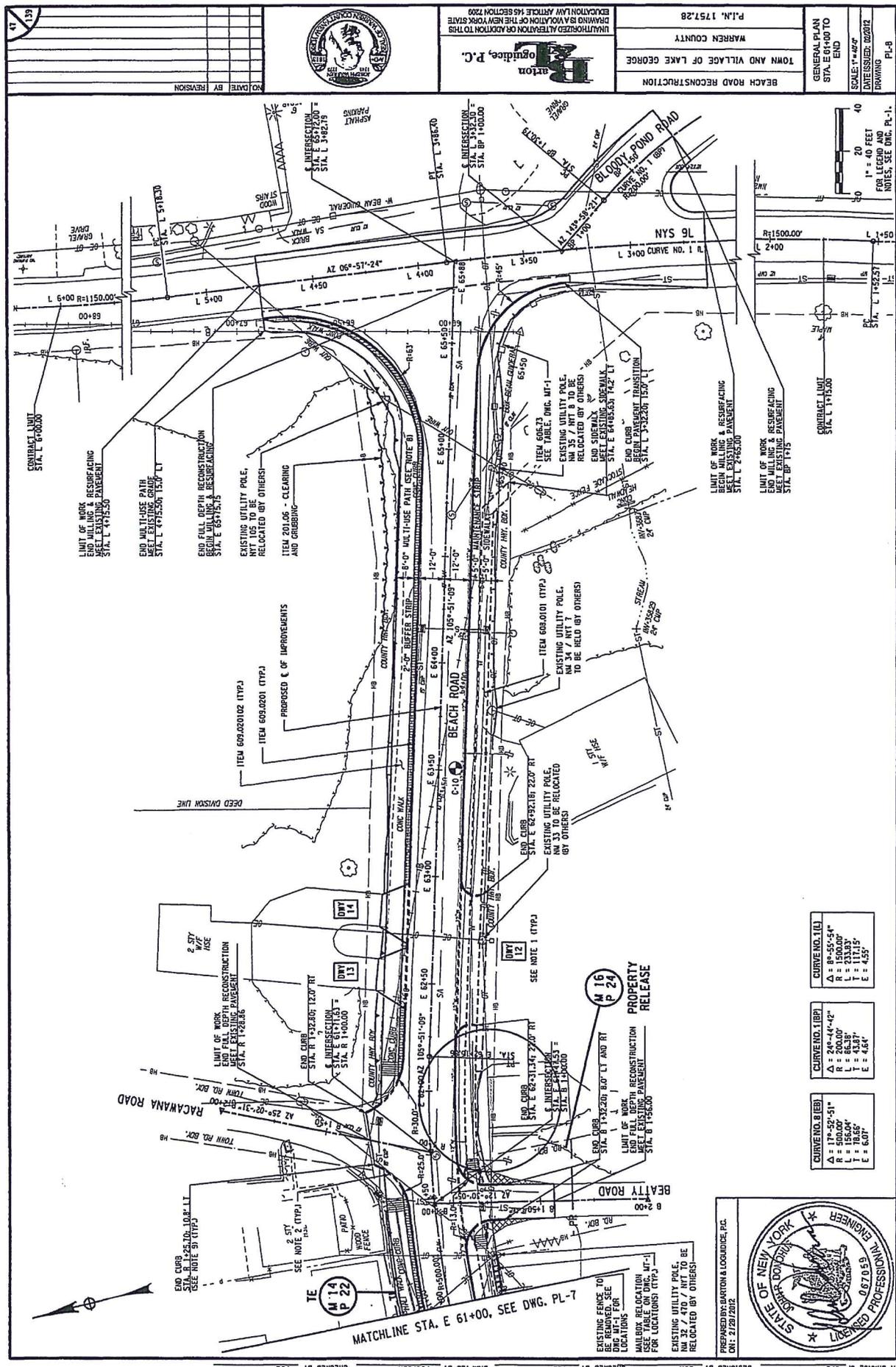
GENERAL PLAN
 STA. E 25+00 TO
 STA. E 30+25
 SCALE: 1" = 40'-0"
 DATE ISSUED: 10/20/12
 DRAWING: PL-4 RI



DESIGNED BY TCB/JRS
 CHECKED BY TCB/JRS
 DRAFTER BY PJC/DH
 CHECKED BY DJR/PJC
 IN CHARGE OF JPD/GJS
 DATE: 4/17/2013
 TIME: 3:17:33 PM
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 PREPARED BY: BARTON & LOUGHRAN, P.C.
 ON: 07/07/2013

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IN CHARGE OF JPD DESIGNED BY DJR CHECKED BY TCB DRAFTED BY PJC/JDH CHECKED BY PJC FILE NAME = 3/2/2012 11:00\1132801\beach road\6 end\intersection\2012-02 final\847175728.pjc.pln.dgn DATE = 3/2/2012 TIME = 12:45:50 PM

PREPARED BY: BARTON & LOQUIDGE, P.C. DATE: 2/28/2012
 STATE OF NEW YORK PROFESSIONAL ENGINEER 0670516
 COUNTY OF WARREN
 BEACH ROAD RECONSTRUCTION
 TOWN AND VILLAGE OF LAKE GEORGE
 WARREN COUNTY
 P.L.N. 1751,28
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF THE PROFESSIONAL ENGINEERING LAW ARTICLE 166 SECTION 2209
 Barton & Loquidge, P.C.
 GENERAL PLAN STA. E 61+00 TO END
 SCALE: 1" = 40'-0"
 DATE ISSUED: 02/20/12
 DRAWING: PL-8

10

**REVOCABLE LICENSE
BETWEEN WARREN COUNTY AND _____ OVER A PORTION OF WARREN
COUNTY OWNED PROPERTY
FOR USE AS _____**

THIS REVOCABLE LICENSE made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center, with a mailing address of 1340 State Route 9, Lake George, New York 12845, (“County”), and the

_____ a corporation organized and existing under the laws of the State of New York, with a mailing address of _____, (“the Licensee”)

RECITALS

WHEREAS, the Licensee is currently encroaching on property on Beach Road in the Village of Lake George located in the County right-of-way which extends along Beach Road (CR 51/6), and

WHEREAS, by virtue of discussions between representatives of the parties hereto, it has been determined that the precise area of the County right-of-way required by the Licensee for the purposes of operating a _____ is more particularly described as an area approximately _____ sq. feet and depicted on the map attached hereto and incorporated herein as Schedule “A” - hereinafter the “license area”, and

WHEREAS, by Resolution No. _____ of 20____, the Warren County Board of Supervisors authorized a Revocable License with the Licensee for the express purpose of setting forth the terms and conditions for the Licensee to use of the license area for purposes of operating a _____ for Licensee’s commercial operation on adjacent lands, and

WHEREAS, the parties hereto desire to enter into this Revocable License for the purpose

of memorializing their understanding with the respect to the obligations and duties of the parties,
and

WHEREAS, each of the individuals executing this Revocable License has been authorized by their respective governing boards to enter into this Revocable License,

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. COUNTY GRANT OF REVOCABLE LICENSE TO LICENSEE.

Beginning March 1, 2013, the “effective date” of this Revocable License and continuing thereafter annually, unless terminated as provided for herein, the County shall, through this Revocable License, grant unto the Licensee a revocable license to the license area for the purpose of commercial operation only. No other use of the license area is authorized. Should the license area be used by Licensee or allowed by Licensee to be used for any other purpose than the purpose expressly provided for herein, the license agreement shall be subject to immediate revocation. The license area also includes so much area in the County right-of-way immediately adjacent to the _____ area as is reasonably necessary for Licensee to maintain the _____.

2. OWNERSHIP. It is expressly agreed that at all times and for all purposes under this Revocable License the County shall maintain title and ownership to the license area and, shall, without the need of further agreements or instruments acquire title and ownership to any and all improvements made by the Licensee or its agents, contractors or sub-contractors in the license area. Through this Revocable License the Licensee is not acquiring nor shall it claim to have acquired any ownership interest in the license area or any of the improvements made by the Licensee, its agents, contractors or sub-contractors thereon.

3. COMPLIANCE WITH LAWS. In carrying out its respective obligations and responsibilities under this Revocable License, the Licensee shall strictly observe and comply with all applicable laws, including all safety laws, rules and regulations (including but not limited to Federal Occupation Safety and Health Act, the New York Labor Law and all regulations promulgated pursuant to such laws), and to provide such protection as necessary to protect its workers). In event that additional safety measures are required, the Licensee will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the Licensee shall hold harmless, indemnify and defend the County and its officers and employees, against all losses, claims, fines or expenses including, but not limited to, attorney's fees resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, materialmen and public. The indemnity provided by the requirements contained herein shall be in addition to, and not in limitation upon, any rights of common law indemnity.

4. TERM. This Revocable License shall take effect on the effective date as provided for herein and may be revoked by either party at any time in the event of material breach by the other party or by either party upon six (6) months written notice to the other party. Other than termination for the reason provided for in paragraph "1" herein, the Licensee shall have the option to be heard before the Warren County Board of Supervisors before this Revocable License shall terminate. Otherwise, this Revocable License shall automatically renew on a year-to-year basis.

5. NOTICES. Any notice required under this Revocable License shall be considered delivered upon personal delivery and/or the same by ordinary mail to the following persons and/or addresses:

Warren County Department of Public Works
ATT: Superintendent
4028 Main Street
Warrensburg, New York 12885

CORPORATION NAME
ADDRESS 1
ADDRESS 2

Delivery by mail shall be considered accomplished or complete when the notice or communication is appropriately enclosed in an envelope or similar wrapping with postage attached and deposited in a receptacle maintained or owned by the United States Postal Service for the deposit or acceptance of mail.

6. INSURANCE REQUIREMENTS.

A) The Licensee shall, at its own expense, provide and keep in force at all times during the period in which this Revocable License shall be in effect, a policy or policies issued by any insurance company authorized to do business in the State of New York insuring the Licensee for Commercial General Liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; Automobile Liability, including all owned, non-owned and hired vehicles with a One Million Dollars (\$1,000,000) combined single limit covering any and all vehicles, equipment, machinery and materials of the Licensee used in the performance of this Revocable License. The County shall be named as an additional insured on said insurance policies. The additional insured coverage shall be primary and non-contributory for the County and cover direct and vicarious liability. Proof of the insurance required herein, in the nature of Certificates of Insurance and/or copies of policies of insurance, shall be furnished upon request by the County. The Licensee shall require all agents, contractors or sub-contractors who perform construction or maintenance services for the Licensee in the license area to procure and maintain in place during

the period in which this Revocable License shall be in effect insurance of the types and limits provided for in this paragraph. The County shall be named as an additional insured on the same basis as provided for in this paragraph. Proof of insurance required by all such agents, contractors or sub-contractors in the nature of Certificates of Insurance and/or copies of policies of insurance, shall be furnished upon request by the County.

7. INDEMNIFICATION. The Licensee agrees to indemnify and hold harmless the County from all and any claims, demands, suits, judgments and costs arising out of the negligence of the Licensee, its agents, servants, employees, contractors and sub-contractors, with respect to the performance of any of the authority, responsibility or obligation of the Licensee under this Revocable License and including, but not limited to, ingress, egress and maintenance of the license area, including maintenance of the sidewalk immediately adjacent to the license area.

8. RECORDS RETENTION. The Licensee agrees to retain all records related to this Revocable License for a period of six (6) years and agrees to allow the County, through the appropriate County officials legally allowed to do so, to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the Licensee’s place of business or, at the request of the County, at the Warren County Municipal Center with the understanding that copies of such records may be made by the designated County officials. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the County.

9. MISCELLANEOUS. This is the entire Revocable License of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Revocable License shall be held unenforceable the rest of this Revocable License will nevertheless remain in full force and effect. This Revocable License may be executed in any

number of counterparts. This Revocable License may not be assigned, in whole or in part, by the County or Licensee without prior approval by the other party in writing. Any dispute under this Revocable License or related to this Revocable License shall be decided in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form: COUNTY OF WARREN

Warren County Attorney

By _____
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date: _____

CORPORATION NAME

By _____

Title _____

Date _____

RESOLUTION REQUEST FORM NO. 8

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: 7/2/13

(a) Exact Title **and** Number of Project (**must be obtained from Treasurer's Office**): H342.9550 280 Blair Road over Mill Brook Bridge Replacement

(b) Is this a Capital Project? Yes

(c) Is this a Capital Reserve Project? No.

(d) Amount of Project: \$208,000.00

(e) Source of Funding (including name & title of codes, etc.):

Master Agreement \$166,400.00 Federal Share (80%)

\$ 0.00 State Marchiselli Share (20%) none available at this time

\$ 41,600.00 Local Match Share (5% - including 15% to cover State Marchiselli share) - D.9950 910 Trfers - Capital Projects

Total \$208,000.00

(f) Purpose of Establishment: Preliminary Engineering for the Blair Road over Mill Brook Bridge Replacement project (H342.9550 280)

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: DPW

DATE: 7/2/13

- (a) Purpose of Grant: NYSDOT Grant for Blair Road over Mill Brook Bridge Replacement (H342.9550 280)
- (b) Name of Grantor: NYSDOT
- (c) Address of Contractor: 50 Wolf Road, Albany, NY 12205
- (d) Grantor's Contact Person and Telephone Number: Karen Hulihan, 485-7734
- (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): \$208,000
- (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: H342.9550 280 Blair Road over Mill Brook Bridge Replacement



A handwritten signature in blue ink, appearing to be "J.M.", enclosed in a blue circle.

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

Mary Ivey
Regional Director

June 28, 2013

Joan McDonald
Commissioner

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 1759.13.121
Blair Road over Mill Brook, Warren County

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

The subject project is not eligible for State Marchiselli reimbursement at this time. Please be advised that we have added this project to the Marchiselli List and at such time it is approved will then convert the current agreement to a Marchiselli eligible type. However, you are cautioned that there is **No** guarantee that our request will be approved by the State Legislature.

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 A. 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.

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Mr. Jeff Tennyson
Page Two
June 28, 2013

(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. Hulian, P.E.
Regional Local Projects Liaison
Program Development and Management
Region One

KHW:hlr
enclosure

NYSDOT/State-Local Agreement – Schedule A

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
1759.13.121	Current	STP	\$208,000.00	\$166,400.00	\$0.00	\$41,600.00
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$208,000.00	\$166,400.00	\$ 0.00	\$41,600.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
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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)
\$166,400.00	\$0.00	\$0.00	\$41,600.00	\$208,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Heidi Romines</u> Phone No: <u>518-457-9161</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- This Schedule A incorporates the Design Phase for the project.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement for the Design phase(s) is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project ors phase hereunder will be authorized or available in the future. If the Project and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a Supplemental Agreement providing such Marchiselli aid. Only then would Marchiselli aid be available for the affected Project and phase.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER:_____

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 Replacement of BIN 2203370, Blair Road over Mill Brook, 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 \$208,000 (two hundred eight thousand dollars and no cents) for Preliminary Engineering is hereby appropriated from Capital Project No. H342.9550 280 – Blair Road over Mill Brook 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 Chairmain of the Board of Supervisors of Warren County 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: 7/2/13**

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

- (b) Purpose of Contract: Consultant services for Blair Road over Mill Brook Bridge Replacement (H342.9550 280)

- (c) Name of Contractor: Clark Patterson Lee

- (d) Address of Contractor: 30 Century Hill Drive, Latham, NY 12110

- (e) Contractor's Contact Person and Telephone Number: Matthew Smullen, P.E.
(518) 463-4139

- (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 \$208,000
 - 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: H342.9550.280 Blair Road over Mill Brook Bridge Replacement



Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 1759.13 BIN: n/a	<i>Term of Agreement</i> Ends: _____
<input checked="" type="checkbox"/> Main Agreement <input type="checkbox"/> Amendment to Agreement [add identifying #] <input type="checkbox"/> Supplement to Agreement [add identifying #]	
<i>Phase of Project Consultant to work on:</i>	
<input checked="" type="checkbox"/> P.E./Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction, C/I, & C/S	
Dates or term of Consultant Performance: Start Date: Finish Date:	
<i>PROJECT DESCRIPTION:</i>	
<i>Replacement of the Blair Road Bridge over Mill Brook, BIN 2203370 located in the Town of Horicon. The existing structure is a single span, steel multi-girder structure with a timber bridge deck, originally built in 1910, and last rehabilitated in 1986.</i>	
Project Location:	
<i>Blair Road, approximately 1/4 mile north of the intersection with Johnson Road in the Town of Horicon, New York.</i>	
Consultant Work Type(s): See Attachment B for more detailed Task List.	

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:
\$208,000

Footnotes:

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipality Contract # _____

Municipality by: Date:	Consultant by: Date:
--------------------------------------	------------------------------------

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 20 _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, _____ County, N.Y.



SALARY SCHEDULE

CLARK PATTERSON LEE

Blair Road Over Mill Brook

PIN 1759.13

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES		OVERTIME CATEGORY
		PRESENT (Mar 2013)	PROJECTED (Mar 2014)	2013	2014	
Principal In Charge	VIII (A)	\$79.74	\$82.13	\$92.22	\$94.06	A
Resource Principal	VI (A)	66.70	\$68.70	76.93	\$78.47	A
Project Manager	V (A)	44.93	\$46.28	50.94	\$51.96	A
Project Engineer	IV (A)	35.77	\$36.84	42.00	\$42.84	A
Project Engineer	III (A)	29.53	\$30.42	33.79	\$34.47	C
Project Engineer	I/II (A)	25.44	\$26.20	29.09	\$29.67	C
Cadd Technician	IV (N)	33.07	\$34.06	33.07	\$33.73	C
Cadd Technician	III (N)	29.00	\$29.87	29.00	\$29.58	C
Technical Typist	NA	25.34	\$26.10	27.00	\$27.54	C
Party Chief (Field)	III (N)	27.23	\$28.05	\$30.31	\$30.92	C
Instrument Person (Field)	II (N)	19.80	\$20.39	\$23.80	\$24.28	C
Rod Person (Field)	I (N)	19.80	\$20.39	\$23.80	\$24.28	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

STAFFING TABLE

CLARK PATTERSON LEE

Blair Road Over Mill Brook
PIN 1759.13

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		Sect. 1	Sect. 2	Sect. 3	Sect. 4	Sect. 5	Sect. 6	Sect. 7	Sect. 8	Sect. 9			
		Principal In Charge	VIII (A)	10	0	10	0	0	8	2			
Resource Principal	VI (A)	0	0	2	0	0	4	0	0	0	6	\$68.70	\$ 412.21
Project Manager	V (A)	126	14	116	0	0	68	22	0	0	346	\$46.28	\$ 16,012.15
Project Engineer	IV (A)	0	8	0	0	0	42	0	0	0	50	\$36.84	\$ 1,842.16
Project Engineer	III (A)	4	102	212	0	0	168	4	0	0	490	\$30.42	\$ 14,903.79
Project Engineer	I/II (A)	0	0	0	0	0	40	0	0	0	40	\$26.20	\$ 1,048.13
Cadd Technician	IV (N)	0	0	126	0	0	248	0	0	0	374	\$34.06	\$ 12,739.23
Cadd Technician	III (N)	0	0	0	0	0	80	0	0	0	80	\$29.87	\$ 2,389.60
Technical Typist	NA	0	0	14	0	0	0	12	0	0	26	\$26.10	\$ 678.61
Party Chief (Field)	III (N)										0	\$28.05	\$ -
Instrument Person (Field)	II (N)										0	\$20.39	\$ -
Rod Person (Field)	I (N)										0	\$20.39	\$ -
TOTAL		140	124	480	0	0	658	40	0	0	1442		\$ 52,489.83

Exhibit C

SUMMARY

CLARK PATTERSON LEE

Blair Road Over Mill Brook
PIN 1759.13

Item IA, Direct Technical Salaries (estimated) subject to audit		\$ 52,490.00
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$ -
Item IIA, Direct Non-Salary Cost (estimated) subject to audit		\$ 1,446.00
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost, Dente Engineering)		\$ 7,680.00
Item III, Overhead (estimated) subject to audit	160%	\$ 83,984.00
Item IV, Fixed Fee (negotiated)	12%	\$ 16,000.00
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost, RK Hite) (Sub-Consultant Cost, MJ Engineering)		\$ 46,000.00
Total Estimated Cost		\$ 207,600.00
MAXIMUM AMOUNT PAYABLE		\$ 208,000.00

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 7/2/13

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

- (b) Purpose of Contract: To reconstruct Hicks Road (CR 52) in the Town of Queensbury

- (c) Name of Contractor: TBD - Bid opening Tuesday, July 30, 2013 (WC 38-13)

- (d) Address of Contractor: TBD

- (e) Contractor's Contact Person and Telephone Number: TBD

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

- (g) Commencement Date of Contract: TBD

- (h) Termination Date of Contract: Upon completion of work

- (i) Payment Provisions:
 - i) lump sum amount TBD
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.

- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: H319.9550 280 Hicks Road (CR 52) Reconstruction Project

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 7/2/13

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

- (b) Purpose of Contract: To replace Crane Mountain Road over Mill Creek in the Town of Johnsburg

- (c) Name of Contractor: TBD - Bid opening Wednesday, July 31, 2013 (WC 51-13)

- (d) Address of Contractor: TBD

- (e) Contractor's Contact Person and Telephone Number: TBD

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

- (g) Commencement Date of Contract: TBD

- (h) Termination Date of Contract: Upon completion of work

- (i) Payment Provisions:
 - i) lump sum amount TBD
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.

- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: H320.9550 280 Crane Mountain Road Bridge Replacement Project

CR 11 Repair Project Cost

Present Repair Cost

Equipment Rental	\$7,518.00	
Road Materials	\$70,491.74	
Guiderail Contract	\$7,742.00	
Force Account DPW Labor/Equipment	\$77,162.91	
Overtime	\$2,366.43	
Total Present Repair Cost		<u><u>\$165,281.08</u></u>

Estimated Completion Cost

Equipment Rental	\$794.00	
Tack Coat	\$2,000.00	
Road Materials	\$38,320.00	
Milling Contract	\$2,200.00	
Force Account DPW Labor/Equipment	\$12,187.00	
Overtime	\$1,500.00	
Total Estimated Completion Cost		<u><u>\$57,001.00</u></u>
Total Estimated Project Cost		<u><u>\$222,282.08</u></u>

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REQUEST FOR TRANSFER OF FUNDS

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

FROM: PUBLIC WORKS

Name of Department

SIGNED: _____ DATE: 6/26/2013

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5110 120	County Road - Maintenance Salaries, Overtime	D.3310 120	Country Road, Traffic Control Salaries, Overtime	\$ 2,000.00

Please state reason for transfers requested:

To transfer Road Maintenance overtime salaries to traffic control overtime salaries as needed for emergency work in the Traffic Department

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfer request:

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

REQUEST FOR TRANSFER OF FUNDS

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

FROM: PUBLIC WORKS

Name of Department

SIGNED: _____ DATE: 7/1/2013

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.7111 110	Up Yonda Farms Salaries - Regular	A.7111 130	UpYonda Salaries, Part Time	\$ 3,000.00

Please state reason for transfers requested:

To transfer regular salaries in Up Yonda Farms to Part Time salaries due to changes in staff.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfer request:

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

REFERRALS - JUNE/JULY 2013

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

DPW:

- 1) Committee tabled discussion on solutions for unauthorized parking in the shoulder of West Brook Road pending a response from the Town of Lake George regarding construction of a parking lane as part of their proposal to buy back into the Gaslight Village Project. (05.30.13)

PARKS, RECREATION & RAILROAD:

- 1) Committee approved conceptual; plans submitted by The King's School for a pedestrian railroad crossing to allow students to walk from the School to their athletic fields located on the opposite side of the railroad tracks. Final approvals to be provided subsequent to a review of final construction documents and proof of liability insurance with limits not less than \$2 million per occurrence/\$6 aggregate. (05.30.13)
- 2) Committee supported conveyance of surplus property in the Town of Johnsbury and an easement to North Creek Woodworking based on results of appraisal to be performed by RPTS. (05.30.13)
- 3) Mr. Tennyson to make immediate repairs to the Bike Trail using money to be provided by the Snowmobile Clubs and to return to the Committee with ideas for a permanent solution to prevent future damages. (05.30.13)

SOLID WASTE & RECYCLING:

No items this month.

WARREN COUNTY SEWER:

No items this month.

COUNTY FACILITIES: *(Including Airport and Buildings & Grounds)*

AIRPORT:

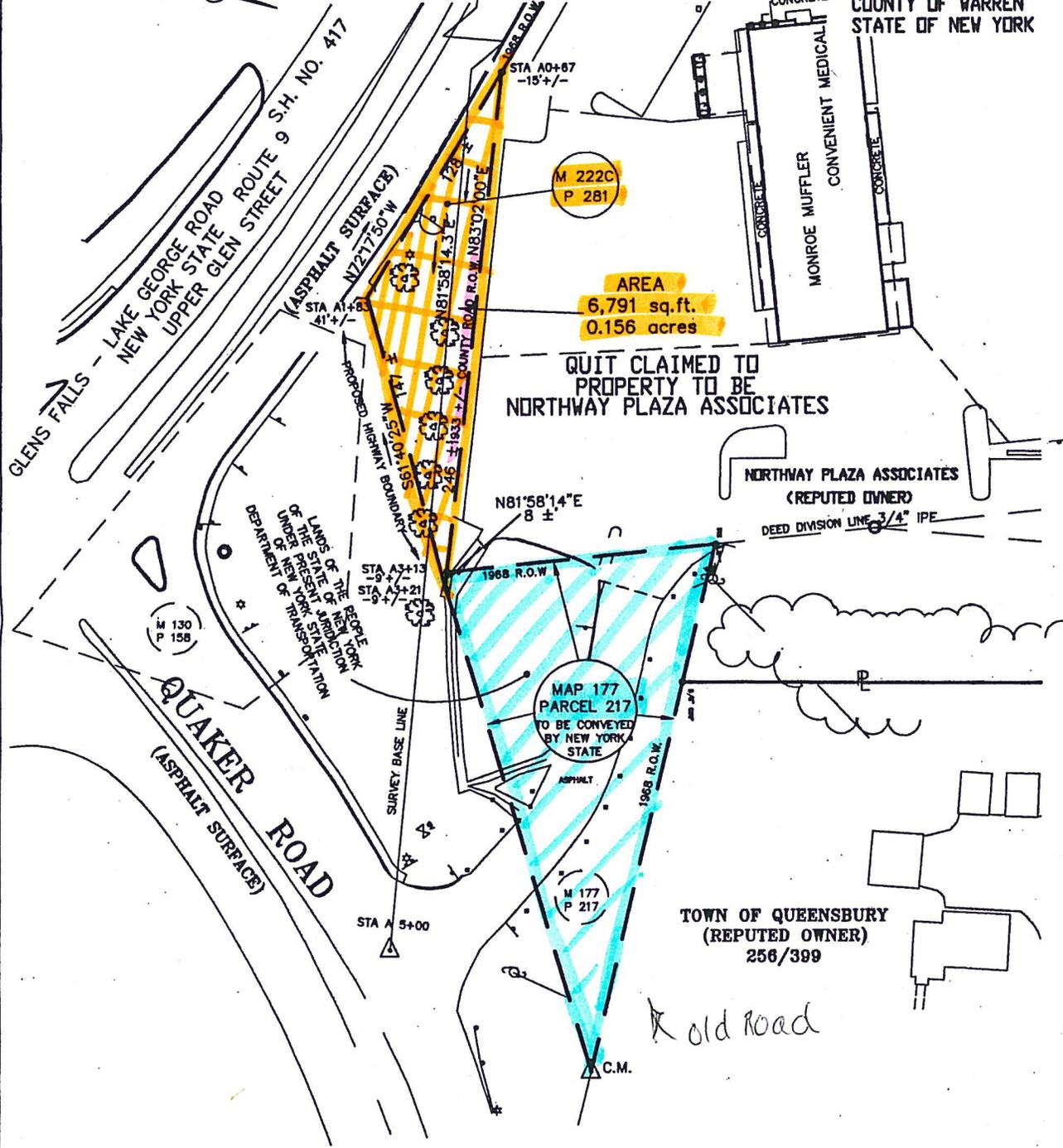
- 1) Request to establish a Task Force to assess the 2002 Master Plan for the Airport and to hold a public hearing to discuss the Airport expansion projects. (07.31.12)
- 2) Committee to review proposal prepared by Mr. Westcott relative to the Airport to be discussed at a later date (01.29.13).
- 3) 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)

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).
- 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: Aerial photographs are available for review. Mr. Morehouse requested the input and suggestions of the Committee members for the restructuring of the front entrance. (03.25.13)
- 3) County Attorney to contact City of Glens Falls regarding video boards at the Civic Center not being visible. (05.01.13)

LANDS TO BE QUIT CLAIMED TO
NORTHWAY PLAZA ASSOCIATES

ACQUISITION SUMMARY:
TYPE: CONVEYANCE
TM # 296.18-1-47
TOWN OF QUEENSBURY
COUNTY OF WARREN
STATE OF NEW YORK



QUIT CLAIMED TO
PROPERTY TO BE
NORTHWAY PLAZA ASSOCIATES

NORTHWAY PLAZA ASSOCIATES
(REPUTED OWNER)

TOWN OF QUEENSBURY
(REPUTED OWNER)
256/399

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

DATE PLOTTED = 08/04/2015 10:46:14 AM



Lanford Blvd Bridge



Lanfear Rd Bridge



Lanfear Rd Bridge