

**County Facilities – Buildings and Grounds**  
**Department of Public Works**  
**AGENDA**  
**August 30, 2016 –10:50am**

*Committee Members: Girard, Wood, Strough, Conover, Seeber, Beaty, Montesi, Braymer Simpson,  
Leggett, MacDonald*

- I. **Committee Meeting Call to Order**..... Chairman Girard
- II. **Motion to Approve Minutes of Prior Committee Meeting**..... Chairman Girard
- III. **Action Agenda/New Business**
  - Page
  - 3 New Contract – NYSDMV CDL testing area..... Jeff Tennyson  
Rationale: Property Owners License to use Premises (see attached)
  - 6 - 7 Transfer Funds  
Rationale: Transfer funds from unappropriated fund balance to 1620.470  
..... Jeff Tennyson
  - 8 - 9 Transfer Funds  
Rationale: Transfer funds from unappropriated fund balance to 1628.260  
..... Jeff Tennyson
- IV. **Referral/Pending Items**
  - Page
  - 2 None
- V. **Information for Discussion/Review**
  - Page
  - No Smoking Signs for Municipal Center..... Frank Morehouse
- VI. **Privilege of the Floor to discuss any additional items to come before the Committee**
- VII. **Motion to Adjourn**

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Attachments - None



# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Buildings and Grounds

DATE: 8/30/16

- (a) Is this a Result of a Bid or Request for Proposal?  
**See Attached**
- (b) Purpose of Contract:  
**Driver License Skill Testing**
- (c) Name of Contractor:
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract:
- (h) Termination Date of Contract:
- (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.
- (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:

**See Attached**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS



Department of  
Motor Vehicles

**PROPERTY OWNER'S LICENSE TO USE  
PREMISES FOR DRIVER LICENSE SKILLS  
TESTING**

Property Owner (LICENSOR): <b>Warren County</b>	Contact Person's Name (print): <b>Jeffery E. Tennyson, P.E.</b> Title: <b>Superintendent of Public Works</b>	Tele: <b>(518) 761 -6556</b> Fax: Email:
LICENSOR's Address: <b>4028 Main Street</b>	City/Town: <b>Warrensburg</b>	State/ZIP: <b>New York 12885</b>
PREMISES where testing is to be conducted (Name): <b>Warren County Department of Public Works substation</b>	PREMISES Address (if no formal address, describe location with name of closest street): <b>Near 299 Lower Warren Street, Queensbury, NY 12804</b>	Portion of property to be used (e.g., parking lot): <b>Undeveloped land on the south side of River Street (Route 254); the lot is west of the River Street entrance</b>
Days when testing is permitted: <b>Monday through Friday</b>	Times when testing is permitted: <b>8 AM through 5 PM</b>	Effective Date of this LICENSE (mm/dd/yyyy): <b>10/03/2016</b>

LICENSOR hereby grants the New York State Department of Motor Vehicles (LICENSEE) permission to use the above-described PREMISES for the purpose of conducting **Driver License Skills Testing** on the days and times indicated above, subject to the following terms and conditions.

**TERMS & CONDITIONS:**

1. NO FEE will charged to LICENSEE for the use of the PREMISES.
2. At least 45 days' notice is required in the event either party requires a change of any scheduled day of testing, except any change required due to inclement weather or other unexpected event. LICENSOR will take reasonable steps to make the PREMISES available to LICENSEE on an alternate day that is satisfactory to LICENSEE.
3. LICENSOR will keep the PREMISES available for use on the specified days and times, including providing reasonable maintenance services such as snow removal and clearing obstructions.
4. Upon completion of each day of testing, LICENSEE will remove testing materials including cones and barriers installed by LICENSEE. LICENSEE will not make any permanent alterations to the PREMISES, including painting marks on the pavement such as dots or boxes, without LICENSOR's prior written approval.
5. LICENSEE will only use the PREMISES for permitted testing use, by Motor Vehicle License Examiners (MVLEs) and other required individuals.

6. LICENSEE shall hold LICENSOR harmless and indemnify it, subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of LICENSEE or of its officers or employees when acting within the course and scope of their employment.
7. In lieu of maintaining a policy of general liability insurance covering LICENSEE's use of the PREMISES, LICENSEE may self-retain as to such risks. With respect to self-retention, LICENSEE represents that it has full resources of the State's taxing power to respond to any claims for liabilities which may arise during the term of this LICENSE, provided however that LICENSEE's obligations with respect to any such claims are subject to the availability of lawful appropriations thereof as required by Section 41 of the State Finance Law. Provisions concerning LICENSEE's responsibility for any claims for liability as may arise during the term of this LICENSE are set forth in the New York State Court of Claims Act, and any damages arising from such liability shall issue from the New York State Court of Claims Fund or any applicable, annual appropriation of the Legislature of the State of New York.
8. LICENSOR reserves the right to terminate this License upon reasonable advance notice to LICENSEE, in no event to be less than 60 days' advance notice.
9. LICENSOR and LICENSEE shall attempt to amicably settle any dispute arising from LICENSEE's use of the PREMISES. However, in the event that any dispute is not amicably resolved, all controversies concerning this LICENSE must be resolved by a court of competent jurisdiction in New York State.

**In Presence Of:**

<p><b>WARREN COUNTY (LICENSOR)</b></p> <p>By,  <i>(Sign Here)</i> _____</p> <p><i>(Print Name)</i> _____</p> <p><i>(Title)</i> _____</p> <p>Date(mm/dd/yyyy): ____ / ____ / ____</p>	<p><b>NYS DEPARTMENT OF MOTOR VEHICLES (LICENSEE)</b></p> <p>By,  <i>(Sign Here)</i> _____</p> <p><i>(Print Name)</i> _____</p> <p><i>(Title)</i> _____</p> <p>Date(mm/dd/yyyy): ____ / ____ / ____</p>
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**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: Department of Public Works**

**DATE: August 30, 2016**

- (a) Purpose of Request: **Appropriation of Unappropriated Surplus**
- (b) Details: **Appropriation of Unappropriated Surplus for the Mill and Paving of the Employee Parking Lot and for the Abatement and Renovation of the Jail Kitchen.**
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: **A.1620 470 General, Building, Contracts \$120,000.00  
Unappropriated Surplus \$120,000.00**

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

\* as listed in budget and LOGOS

Project \_\_\_\_\_ Cost

Municipal Center:

Employee Lot – Mill and Pave.....	\$80,000
Jail Kitchen abatement.....	30,000
Jail Kitchen renovation.....	10,000

# **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: Department of Public Works**

**DATE: August 30, 2016**

- (a) Purpose of Request: **Appropriation of Unappropriated Surplus**
- (b) Details: **Appropriation of Unappropriated Surplus for the purchase of 8 Rolloff Containers.**
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: **A.1628 260 Waste Management Containment, Other Equip \$50,740.00  
Unappropriated Surplus \$50,740.00**

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

\* as listed in budget and LOGOS

## 2016 IROLLOFF CONTAINER LIST

2 30 yard	CONTRACTOR DUTY OPEN TOPS @ \$4200	\$8,400
2 40 yard	CONTRACTOR DUTY OPEN TOPS @ \$4670	\$9,340
2 40 yard	RECTANGLE PACKER @9800	\$19,600
2 40 yard	RECYCLER W/ 5 SLIDING DOORS @ \$6700	\$13,400
	TOTAL	\$50,740