

**Agenda**  
**Public Works Committee – Public Works**  
**Department of Public Works**  
**May 30, 2019 11:15am**

Committee Members: *SIMPSON, Merlino, Frasier, Dickinson, Diamond, Loeb, Hyde, Magowan, Wild, Hogan, Geraghty*

**I. Committee Meeting Call to Order.....** Chairman Simpson

**II. Motion to Approve Minutes of Prior Committee Meeting.....** Chairman Simpson

**III. Action Agenda/New Business**

Page

1 Request: To decrease Capital Project H352 Bridge Painting Project..... Kevin Hajos  
Rationale: Reconcile funding shares to close out project.

2 Request: To authorize closure of Capital Project H352..... Kevin Hajos  
Rationale: Completion of Project

3 Request: To Establish a Capital Project (H387) Airport Fuel Farm..... Kevin Hajos  
Rationale: Replacement of fuel dispensing equipment

4 Request: For Transfer of funds to Transfers to Capital Projects..... Kevin Hajos  
Rationale: Fund airport fuel farm fuel dispensing equipment replacement

5 Request: To enter into a new contract for guiderail installation..... Kevin Hajos  
Rationale: Term agreement with contractor for construction or reconstruction of guide railing.

10 Request: For Transfer of funds for salaries ..... Kevin Hajos  
Rationale: Related to snow and ice operations in March/April

11 Request: To Amend Contract with consultant..... Kevin Hajos  
Rationale: For consultant to complete work associated with the SWMP

20 Request: For Transfer of funds for SWMP ..... Kevin Hajos  
Rationale: Related to the completion of the Solid Waste Management Plan

**IV. Referral/Pending Items – None**

**V. Information for Discussion/Review**

Swede Fire Tower

HHW Dates – June 15, 2019 – Queensbury, August 3, 2019 - Warrensburg

**VI. Privilege of the Floor to discuss any additional items to come before the Committee**

**VII. Motion to Adjourn**

**Attachments:**

DPW Overtime Report-pending

DPW Fuel Report-pending

**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: 5/30/19**

(a) Exact Title and Number of Project\*: H352 CR 13 & CR 31 Bridge Painting Project (PIN 1760.01)

(b) Is this a Capital Project? Yes

(c) Is this a Capital Reserve Project? No

(d) Amount of Increase (if applicable):

(e) Amount of Decrease (if applicable): \$26,395.84

(f) Source of Funding (if Increase) (including name & title of codes, etc.):

-\$ 21116.67 Federal Share

-\$ 3959.63 State Marchiselli Share (actually available)

-\$ 1319.54 Local Match (return to D.9950 910 Transfers - Capital Projects)

(g) Changes in Funding (if Amendment):

(h) Purpose of Increase or Decrease or Amendment: Reconcile Funding Shares for Close-Out of 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: 5/30/19**

(a) Purpose of Request: To authorize closure of the following capital projects:

Project	Estimated Funds	Funding Source
H352 - CR 13 & CR 31 Bridge Painting	\$1,319.54	D.9950 910

(b) Details: The projects listed are complete.

(c) Previous Resolution Number:

## ***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: May 30, 2019**

- (a) Exact Title **and** Number of Project (**must be obtained from Treasurer's Office**): H387.9550 280 - Airport Fuel Farm (Vehicles)
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project?
- (d) Amount of Project: \$155,000.00
- (e) Source of Funding (including name & title of codes, etc.): DM 894.00 Reserve Motor Fuel Farms (\$30,000.00) and DM.9950 910 Transfers - Capital Project (\$125,000.00)
- (f) Purpose of Establishment: Vehicle Fuel Dispensing

**REQUEST FOR TRANSFER OF FUNDS**

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM Department of Public Works

Name of Department

SIGNED: \_\_\_\_\_ DATE: 5/30/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
DM.5140 470	Road Machinery, Motor Fuel Farms Contract	DM.9950 910	Transfers -Capital Project	\$125,000.00

\$125,000.00

<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:			
	Help Fund Airport Fuel Farm (Vehicles)			

# *RESOLUTION REQUEST FORM NO. 3*

## *Request for New Contract*

**DEPARTMENT NAME: DPW**

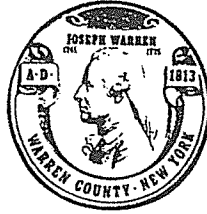
**DATE: 5/30/2019**

- (a) Is this a Result of a Bid or Request for Proposal? WC 31-19
- (b) Purpose of Contract: Construction, Reconstruction of Guide Railing, Posts and Component Parts
- (c) Name of Contractor: Town & County Bridge and Rail
- (d) Address of Contractor: PO Box 16395 Albany NY 12212
- (e) Contractor's Contact Person and Telephone Number: Chris Hart 518-423-1223
- (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, 2019 with the option of two 1 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.
- (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: Various Projects

WARREN COUNTY PURCHASING DEPARTMENT  
1340 STATE ROUTE 9  
LAKE GEORGE, NY 12845  
Telephone: (518) 761-6538  
Fax: (518) 761-6395

JULIE A. BUTLER  
PURCHASING AGENT

JASON M. SHPUR  
DEPUTY PURCHASING AGENT  
AMBER N. BROWNELL  
PURCHASING ASSISTANT



MEMO

**TO:** Maiken Holmes  
Department of Public Works

**FROM:** Jason Shpur, Deputy Purchasing Agent

**DATE:** May 13, 2019

**SUBJECT:** **WC 31-19 - CONSTRUCTION, RECONSTRUCTION OF GUIDE RAILING,  
POSTS & COMPONENT PARTS**

---

Please note that on April 9, 2019, Chemung Supply Corporation officialy withdrew from bid WC 31-19 - Construction, Reconstruction of Guide Railing, Posts & Component Parts. Chemung was under the impression that this was a new material installation and not an on call repair/maintenace bid.

Warren County DPW and Purchasing both agreed to the withdrawal.

Enc.

**WARREN COUNTY  
BID TABULATION SHEET**

<b>BID NO: WC 31-19</b>		<b>NAME &amp; ADDRESS OF BIDDER</b>	
<b>ITEM(S): CONSTRUCTION, RECONSTRUCTION OF GUIDE RAILING, POSTS AND COMPONENT PARTS</b>		Chemung Supply Corp. Attn: Carl Perine PO Box 527 Elmira, NY 14902 Ph: 607-733-5506 Fax: 607-732-5379	
<b>DATE: APRIL 4, 2019</b>		Town & County Bridge and Rail, Inc. Attn: Christopher Hart PO Box 16395 Albany, NY 12212 Ph: 518-423-1223 Fax: 518-581-9739	
<b>TIME: 3:00 P.M</b>			
<b>DESCRIPTION OF ITEM</b>	<b>QUANTITY</b>	<b>BID PRICE</b>	<b>BID PRICE</b>
<b>BID AWARDED TO:</b>		<b>Resolution No. Xx of 2019</b>	
<b>JULIE A. BUTLER, PURCHASING AGENT</b>			
<b>TERM OF BID: Date of Signed Contract through December 31, 2019</b>			
<b>SCHEDULE A - INSTALLATION WITH WARREN COUNTY SUPPLIED MATERIALS:</b>			
BOX BEAM GUIDE RAILING	L.F.	\$9.50	\$9.90
BOX BEAM GUIDE RAILING (SHOP CURVED)	L.F.	\$10.00	\$10.90
BOX BEAM GUIDE RAILING END ASSEMBLY (TYPE I/IIA)	EACH	\$68.00	\$394.00
BOX BEAM GUIDE RAILING END ASSEMBLY (TYPE II)	EACH	\$68.00	\$191.00
W- BEAM GUIDE RAILING	L.F.	\$6.15	\$7.65
W- BEAM GUIDE RAILING (SHOP CURVED)	L.F.	\$6.40	\$8.65
END ASSEMBLY FOR W-BEAM GUIDE RAILING	EACH	\$445.00	\$950.00
CABLE GUIDE RAILING	L.F.	\$3.75	\$4.97
END ASSEMBLY FOR CABLE GUIDE RAILING	EACH	\$450.00	\$950.00
OTHER END TREATMENTS (DRIVEWAYS, WALKWAYS & OTHER OPENINGS)	EACH.	\$50.00	\$450.00
DRILLING & GROUTING ANCHORS	EACH	\$150.00	\$55.00
BRIDGE RAIL TRANSITIONS/KICKOUTS	EACH	\$175.00	\$996.00
BRIDGE RAIL	EACH	\$125.00	\$37.00 / foot
<b>SCHEDULE B - RESETTING/RETENSIONING/RELOCATING WITH WARREN COUNTY SUPPLIED MATERIALS:</b>			
RESETTING BOX BEAM GUIDE RAILING	L.F.	\$5.50	\$7.85
RESETTING BOX BEAM GUIDE RAILING END ASSEMBLY	EACH	\$50.00	\$191.00
RESETTING W-BEAM GUIDE RAILING	L.F.	\$5.25	\$7.17
RESETTING W-BEAM GUIDE RAILING END ASSEMBLY	EACH	\$268.00	\$950.00
RESETTING CABLE GUIDE RAILING	L.F.	\$1.89	\$3.90
RESETTING CABLE GUIDE RAILING END ASSEMBLY	EACH	\$120.00	\$950.00

**WARREN COUNTY  
BID TABULATION SHEET**

<b>BID NO: WC 31-19</b>		<b>NAME &amp; ADDRESS OF BIDDER</b>	
<b><u>ITEM(S): CONSTRUCTION, RECONSTRUCTION OF GUIDE RAILING, POSTS AND COMPONENT PARTS</u></b>		Chemung Supply Corp. Attn: Carl Perine PO Box 527 Elmira, NY 14902 Ph: 607-733-5506 Fax: 607-732-5379	
<b>DATE: <u>APRIL 4, 2019</u></b>		Town & County Bridge and Rail, Inc. Attn: Christopher Hart PO Box 16395 Albany, NY 12212 Ph: 518-423-1223 Fax: 518-581-9739	
<b>TIME: <u>3:00 P.M</u></b>			
<b>DESCRIPTION OF ITEM</b>	<b>QUANTITY</b>	<b>BID PRICE</b>	<b>BID PRICE</b>
RESETTING OTHER END TREATMENTS (DRIVEWAYS, WALKWAYS & OTHER OPENINGS)	EACH	\$50.00	\$450.00
RETENSIONING CABLE GUIDE RAILING	L.F.	\$3.65	\$5.74
RELOCATING BOX BEAM GUIDE RAILING	L.F.	\$16.95	\$9.85
RELOCATING BOX BEAM GUIDE RAILING END ASSEMBLY	EACH	\$175.00	\$394.00
RELOCATING W-BEAM GUIDE RAILING	L.F.	\$7.75	\$7.65
RELOCATING W-BEAM GUIDE RAILING END ASSEMBLY	EACH	\$400.00	\$950.00
RELOCATING CABLE GUIDE RAILING	L.F.	\$5.00	\$5.74
RELOCATING CABLE GUIDE RAILING END ASSEMBLY	EACH	\$490.00	\$950.00
RELOCATING OTHER END TREATMENTS (DRIVEWAYS, WALKWAYS & OTHER OPENINGS)	EACH	\$50.00	\$450.00
<b>SCHEDULE C - INSTALLATION WITH BIDDER SUPPLIED MATERIALS:</b>			
BOX BEAM GUIDE RAILING	L.F.	\$41.50	\$42.00
BOX BEAM GUIDE RAILING (SHOP CURVED)	L.F.	\$43.50	\$47.00
BOX BEAM GUIDE RAILING END ASSEMBLY (TYPE I/IIA)	EACH	\$440.00	\$2,284.00
BOX BEAM GUIDE RAILING END ASSEMBLY (TYPE II)	EACH	\$460.00	\$1,400.00
W- BEAM GUIDE RAILING	L.F.	\$17.95	\$21.84
W- BEAM GUIDE RAILING (SHOP CURVED)	L.F.	\$19.25	\$24.84
END ASSEMBLY FOR W-BEAM GUIDE RAILING	EACH	\$1,095.00	\$1,900.00
CABLE GUIDE RAILING	L.F.	\$11.25	\$14.00
END ASSEMBLY FOR CABLE GUIDE RAILING	EACH	\$1,095.00	\$1,900.00
OTHER END TREATMENTS (DRIVEWAYS, WALKWAYS & OTHER OPENINGS)	EACH	\$95.00	\$450.00
W BEAM TO BOX BEAM TRANSITION	EACH	\$775.00	\$950.00

**WARREN COUNTY  
BID TABULATION SHEET**

<b>BID NO: WC 31-19</b>		<b>NAME &amp; ADDRESS OF BIDDER</b>	
<b><u>ITEM(S): CONSTRUCTION, RECONSTRUCTION OF GUIDE RAILING, POSTS AND COMPONENT PARTS</u></b>		Chemung Supply Corp. Attn: Carl Perine PO Box 527 Elmira, NY 14902 Ph: 607-733-5506 Fax: 607-732-5379	
<b>DATE: <u>APRIL 4, 2019</u></b>		Town & County Bridge and Rail, Inc. Attn: Christopher Hart PO Box 16395 Albany, NY 12212 Ph: 518-423-1223 Fax: 518-581-9739	
<b>TIME: <u>3:00 P.M</u></b>			
<b>DESCRIPTION OF ITEM</b>	<b>QUANTITY</b>	<b>BID PRICE</b>	<b>BID PRICE</b>
<b>SCHEDULE D - RESETTING/RETENSIONING/RELOCATING WITH BIDDER SUPPLIED MATERIALS:</b>			
RESETTING BOX BEAM GUIDE RAILING	L.F.	\$18.50	\$19.35
RESETTING BOX BEAM GUIDE RAILING END ASSEMBLY	EACH	\$195.00	\$394.00
RESETTING W-BEAM GUIDE RAILING	L.F.	\$8.25	\$12.90
RESETTING W-BEAM GUIDE RAILING END ASSEMBLY	EACH	\$465.00	\$1,400.00
RESETTING CABLE GUIDE RAILING	L.F.	\$5.00	\$7.25
RESETTING CABLE GUIDE RAILING END ASSEMBLY	EACH	\$485.00	\$1,400.00
RESETTING OTHER END TREATMENTS (DRIVEWAYS, WALKWAYS & OTHER OPENINGS)	EACH	\$50.00	\$450.00
RETENSIONING CABLE GUIDE RAILING	L.F.	\$10.50	\$12.29
RELOCATING BOX BEAM GUIDE RAILING	L.F.	\$17.25	\$22.35
RELOCATING BOX BEAM GUIDE RAILING END ASSEMBLY	EACH	\$190.00	\$394.00
RELOCATING W-BEAM GUIDE RAILING	L.F.	\$8.25	\$14.90
RELOCATING W-BEAM GUIDE RAILING END ASSEMBLY	EACH	\$410.00	\$1,400.00
RELOCATING CABLE GUIDE RAILING	L.F.	\$5.00	\$7.25
RELOCATING CABLE GUIDE RAILING END ASSEMBLY	EACH	\$490.00	\$1,400.00
RELOCATING OTHER END TREATMENTS (DRIVEWAYS, WALKWAYS & OTHER OPENINGS)	EACH	\$50.00	\$450.00
<b>COMMENTS:</b>		n/a	n/a

**REQUEST FOR TRANSFER OF FUNDS**

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM Department of Public Works

Name of Department

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

5/30/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
D.5110	110 Co Roads, Maintenance of Roads Salaries - Regular	D.5142	110 Co Roads, Snow Removal - County Salaries - Regular	\$72.00
D.5110	120 Co Roads, Maintenance of Roads Salaries - Overtime	D.5142	120 Co Roads, Snow Removal - County Salaries - Overtime	\$1,340.86
D.5110	810 Co Roads, Maintenance of Roads Retirement	D.5142	810 Co Roads, Snow Removal - County Retirement	\$195.12
D.5110	830 Co Roads, Maintenance of Roads Social Security	D.5142	830 Co Roads, Snow Removal - County Social Security	\$ 85.91
D.5110	831 Co Roads, Maintenance of Roads Medicare	D.5142	831 Co Roads, Snow Removal - County Medicare	\$ 20.34
D.5110	860 Co Roads, Maintenance of Roads Hospitalization	D.5142	860 Co Roads, Snow Removal - County Hospitalization	\$ 133.49
D.5110	865 Co Roads, Maintenance of Roads Dental Insurance	D.5142	865 Co Roads, Snow Removal - County Dental Insurance	\$ 2.63
DM.5130	110 Road Machinery, Machinery Salaries - Regular	DM.5130	120 Road Machinery, Machinery Salaries - Overtime	\$216.31

\$2,066.66

<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: Various Salaries - Regular, Overtime & benefits due to Snow & Ice.

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

## *RESOLUTION REQUEST FORM NO. 4*

### *Request for Extending, Rescinding or Amending Existing Contract*

**DEPARTMENT NAME: DPW**

**DATE: May 30, 2019**

- (a) Purpose of Contract Change: To revise and update the Warren County, NY Solid Waste Management Plan (2011-2030)
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: Resolution 584 of 2009 (WC32-09)
- (c) Name of Contractor: R.S LYNCH & COMPANY, INC
- (d) Address of Contractor: 14 Pearl St., Scarborough, ME 04074
- (e) Contractor's Contact Person and Telephone Number:  
Steven Lynch (301) 788-5039
- (f) Commencement Date of Extension: Upon Execution
- (g) Termination Date of Extension: Upon Completion
- (h) Payment Provisions:
  - i) lump sum amount \$15,000
  - 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.
- (i) 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: A1628.470 Waste Management Containment Contracts

# Warren County Board of Supervisors

RESOLUTION NO. 584 OF 2009

Resolution introduced by Supervisors Belden, Bentley, Tessier, Stec, Merlino, Champagne, Taylor, Goodspeed and Pitkin

## AUTHORIZING AGREEMENT WITH R.S. LYNCH & CO., INC. FOR CONSULTING SERVICES INVOLVING PLANNING FOR FUTURE (2011 AND AFTER) SOLID WASTE DISPOSAL AND UPDATING AND/OR MODIFYING THE CURRENT COUNTY SOLID WASTE MANAGEMENT PLAN - SOLID WASTE

WHEREAS, the Purchasing Agent solicited Request for Proposals for Consulting Services Involving Planning for Future (2011 and After) Solid Waste Disposal and Updating and/or Modifying Current Solid Waste Management Plan Required by State Law for Warren County (WC 32-09), and

WHEREAS, the Public Works Committee, after completing interviews of selected responding consultants has recommended that Warren County award the contract to R.S. Lynch & Company, Inc., now, therefore, be it

RESOLVED, that the Warren County Purchasing Agent notify R.S. Lynch & Co., Inc. of the acceptance of its proposal, and be it further

RESOLVED, that Warren County enter into an agreement with R.S. Lynch & Co., Inc., 58 Coddington Lane, Millbrook, New York 12545, for Consulting Services Involving Planning for Future (2011 and After) Solid Waste Disposal and Updating and/or Modifying Current County Solid Waste Management Plan, upon the following terms and conditions: (1) the agreement shall provide for a lump sum not to exceed Thirty-Nine Thousand Dollars (\$39,000) for all services needed by the County to: (a) plan for solid waste disposal after 2011; (b) have discussions with Wheelabrator concerning the payments due under the current contract, exercise of the purchase option; and potential end of term agreements; and (c) prepare and submit to the New York State Department of Environmental Conservation (DEC) of a Solid

**RESOLUTION NO. 584 OF 20 09**

**Page 2, Continued**

Waste Management Plan for Warren County, which shall include all work necessary to obtain an approval of DEC of said Solid Waste Management Plan; (2) the term shall commence August 21, 2009 and terminate when the work has been completed; (3) the fee for services shall be subject to a confirmation by the DEC that an updated Solid Waste Management Plan will be required of Warren County, and if not, the lump sum for services shall be accordingly reduced, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement with R.S. Lynch & Company, Inc. containing and addressing the aforementioned terms and conditions, and also being in the form approved by the County Attorney, and be it further

RESOLVED, that the funds for this agreement shall be expended from CL.8160 470 - Solid Waste - Contract.

## SERVICE CONSULTANT AGREEMENT

THIS AGREEMENT, made this 8<sup>th</sup> day of September, 2009 by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and R.S. LYNCH & COMPANY, INC., a corporation organized and existing under the Laws of the State of New York, having a principal place of business located at 58 Coddington Lane, Millbrook, New York 12545 ("Consultant").

1. The County and the Consultant agree that the Consultant shall, using his best efforts, provide all consulting services needed by or requested by the County and its Board and/or Officers for:

- a. reviewing, quantifying and reporting on current County solid waste disposal and recycling operations and planning for and discussing future (2011 and after) solid waste disposal and options for solid waste and recyclable items disposal;
- b. discussions with Wheelabrator and/or the County Board of Supervisors and/or their Officers and employees concerning the timing of payments due under the current solid waste disposal contract, exercise of the purchase option, potential end of term agreements for future solid waste disposal and/or other matters related to or affecting the County's business relationship with Wheelabrator (including any negotiations should the same occur with regard to any of the aforesaid matters);
- c. updating, revising, amending and/or modifying the current County Solid Waste Management Plan which services shall include developing and drafting a plan for Warren County alone (instead of the current plan with Washington County) and/or with Washington County should the New York State Department of Environmental Conservation (NYSDEC) and/or Warren County Board of Supervisors require such. The planning services shall include preparation and submission to NYSDEC of a Solid Waste Management Plan for the County, which shall include all work necessary to obtain final approval of NYSDEC of said Solid Waste Management Plan. Consultant understands and agrees that he shall be responsible for drafting the plan and that assistance, other than providing available information, shall not be required of County officials. The parties agree that the services provided under this agreement do not include assistance with the preparation of an Environmental Impact Statement (EIS) on the assumption that the same is not necessary. If an EIS is necessary, the parties agree to negotiate additional fees for the preparation of same;
- d. attendance at meetings with Wheelabrator and/or the County Board of

Supervisors or Committees thereof as, from time to time, necessary and/or requested;

- e. being available for telephone calls to provide professional; advice and/or assistance to Officers of the County; and
- f. provide financial information and analysis concerning cost estimates of options for solid waste disposal and recyclable handling and disposition and/or any arrangements that may be discussed with Wheelabrator.

The consulting services contemplated hereunder shall include not only professional advice but also research and/or fact gathering concerning current and future County solid waste disposal and recyclable handling and processing by the County as well as haulers and businesses within the County. The services shall include data and costs analysis and developing written reports concerning the same. The aforementioned services shall apply to the exploration of those future options recommended by Consultant and/or requested by the County Board of Supervisors and/or County Officers. The services shall be provided by Consultant without assignment to others unless approved by the County Board of Supervisors. The Consultant agrees that he will devote such time as is necessary to carry out the above described services in a timely manner and to the satisfaction of the County Board of Supervisors, within the industry standards for work of this type. In the event there shall be a question or dispute concerning the services to be provided by Consultant under this agreement, the same shall be referred to the County Board of Supervisors for determination after hearing from Consultant.

2. In consideration of the services to be provided by the Consultant, the County shall pay the Consultant a lump sum amount not to exceed Thirty-Nine Thousand Dollars (\$39,000). The lump sum shall be inclusive of all expenses or other cost of every kind or nature incurred by Consultant in performing the services including but not limited to expenses for plan or document preparation telephone, copy, travel and meal, mail, delivery and other costs. The lump sum amount indicated above does not include out-of-state travel, which is not anticipated or expected in connection with the services to be provided by the Consultant. The County shall not be liable to the Consultant for any expenses paid or incurred by it unless otherwise agreed to in writing by the County. The County shall make payment of the lump sum as follows :

- a. up to fifty percent (50%) of the lump sum shall be payable in proportion (based on Consultant's usual hourly rate) to the services rendered on a monthly basis within 30 days of the time Consultant submits an invoice describing the services rendered together with a County voucher and any other required County documentation;
- b. twenty-five percent (25%) shall be payable within 30 days of the time the solid waste management plan, approved by the County Board of Supervisors, is submitted to NYSDEC for approval and the time Consultant submits an invoice describing the services rendered together with a County voucher and

any other required County documentation; and

- c. the balance of twenty-five percent (25%) shall be due and payable within 30 days of the time NYSDEC has given final approval to the County's solid waste management plan and within thirty (30) days after the service has been completed and an invoice, voucher and other required County documentation has been received by the County.

3. Relationship of the parties:

- a. The relationship of the Consultant to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Consultant, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Consultant, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Consultant as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit; and
- b. All personnel of the Consultant shall be within the employ of Consultant only, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Consultant or any person, firm, company, agency, association, corporation, or organization engaged by Consultant as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Consultant hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. The Consultant represents that it shall comply with all federal and state laws regarding any applicable licenses or permits that may be required under this Agreement. In addition, the Consultant shall comply with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law.

5. The Consultant shall indemnify, defend and hold the County, its Board and officers and employees harmless from and against any claim, liability, loss or damage, including reasonable attorney's fees, arising by reason of the death or bodily injury of persons, injury to property or other

loss or damage resulting or arising, without limitation, from Consultant's gross negligence in providing the services or products described in this Agreement.

6. The Consultant shall carry Business Liability coverage, in the amounts of at least \$500,000 per occurrence/ \$1,000,000 aggregate, with respect to the Consultant and any of its employees or agents. The Consultant shall name the County as an additional insured to the Consultant's Business Liability policy. The Consultant is also required to carry Workers' Compensation, Disability, and Automobile Liability (at least \$100,000 per person/\$300,000 aggregate per occurrence, and \$50,000 property damage coverage) insurance. All coverage must be issued by an insurance company admitted to do business in New York State and maintaining an A.M. Best rating of A- or better.

7. Consultant shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 6 before service from Consultant begins. The failure of the Consultant to provide such Certificate of Insurance shall not be deemed a waiver by the County of Consultant's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that Consultant provide insurance coverage as noted anywhere in this Agreement.

8. This Agreement shall commence on August 21, 2009 and terminate when the services outlined in paragraph 1 have been completed. The County reserves the right to terminate the services to be provided under this agreement if the Consultant fails to provide services within industry standards for similar work provided, and if Consultant fails to cure such deficiencies within thirty (30) days of the receipt of written notice to Consultant of said deficiency. In this event the Consultant shall be paid pro-rata for the services rendered which shall, in no event, exceed the lump sum provided for under this agreement.

9. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by mail or overnight delivery to the party's address stated above.


10. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Consultant without prior approval by the County in writing. Any dispute under this Agreement or related to this Agreement 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:

  
Warren County Attorney

COUNTY OF WARREN

By   
FREDERICK H. MONROE, CHAIRMAN  
Board of Supervisors

Date 9/8/09

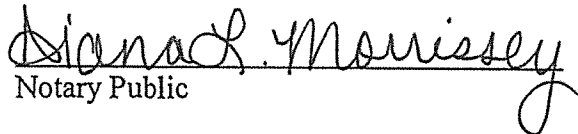
R.S. LYNCH & COMPANY, INC.

By   
R. STEPHEN LYNCH, PRESIDENT

Date: 9/8/09

STATE OF NEW YORK )  
WARREN ) ss.:  
COUNTY OF DUTCHESS )

On the 8<sup>th</sup> day of September, in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared R. Stephen Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

DIANA L. MORRISSEY  
Notary Public, State of New York  
Warren County - No. 01MO5073504  
Commission Expires: February 24, 2011



**REQUEST FOR TRANSFER OF FUNDS**

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM County Facilities

Name of Department

SIGNED: \_\_\_\_\_ DATE: 5/31/2019

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1620	470 General, Building, Contracts	A.1628	470 General, Waste Management Containment, Contracts	\$10,000.00

<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: Cover cost of Warren County Solid Waste Management Plan

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