

PUBLIC WORKS COMMITTEE
DPW AGENDA
May 25, 2021

Committee Members: *Conover*, Hogan, Dickinson, Thomas, Bruno, Geraghty and Merlino

I. Committee meeting called to order by Chair

II. Approval of minutes of prior Committee Meeting

III. Action Agenda/New Business Items

1. Request: Amend Existing Grant
Rationale: Due to the Bid prices higher than the engineers estimate for H322 Palisades Road Bridge
2. Request: Increase to Capital Project
Rationale: Increased to reflect the amended grant for H322 Palisades Road Bridge.
3. Request: Amend Existing Grant
Rationale: To add construction phase funding for H395 Oxbow/Moon Hill Road Project
4. Request: Amend Existing Contract
Rationale: For Construction Inspection/Construction Support for H395 Oxbow/Moon Hill Road Project
5. Request: Increase to Capital Project
Rationale: For Construction of H395 Oxbow/Moon Hill Road Project
6. Request: New Contract
Rationale: For Construction of H395 Oxbow/Moon Hill Road Project
7. Request: Amend Existing Grant
Rationale: Addition of Right-of-way funds for H386 Bay Road Bridge Project
8. Request: Amend Existing Contract
Rationale: Addition of Right-of-way services for H386 Bay Road Bridge Project.
9. Request: Increase to Capital Project
Rationale: Due to the addition of Right-of-way services for H386 Bay Road Bridge Project.
10. Request: Amend Existing Grant
Rationale: Addition of right-of-way fund and Marchiselli funding for H394 Olmstedville Road Project
11. Request: Amend Existing Contract
Rationale: Addition of Right-of-way services for H394 Olmstedville Road Project.
12. Request: Increase to Capital Project
Rationale: Due to the addition of Right-of-way services for H394 Bay Road Bridge Project
13. Request: Miscellaneous
Rationale: Authorize the Chairwoman to sign Just Compensation for H386 Bay Road Bridge Project.
14. Request: Transfer of Funds
Rationale: for the second Household Hazardous Waste Day in Warrensburg
15. Request: Apply for and execute NYSDEC Grant through CFA
Rationale: Climate Smart Communities Grant Program -Organics Management Plan/Reduction of Organic Waste related to the LSWMP
16. Request: Intermunicipal Agreement with the Village of Lake George
Rationale: Maintenance and parking collection at the County Owned Westbrook Parking Lot.

IV. Discussion Items:

Road and Bridge Construction Projects
CHIP's Funding

V. Referrals/Pending Items

VI. Privilege of the floor and public comment (please allow for 15 second delay on live)

stream meetings)

VII. Motion to Adjourn

Attachments:

1. Resolution Request Form No. 6 – Amend Grant
2. Resolution Request Form No. 9 – Increase Capital Project
3. Resolution Request Form No. 6 – Amend Grant
4. Resolution Request Form No. 4 Amend Contract
5. Resolution Request Form No. 9 – Increase Capital Project
6. Resolution Request Form No. 3 – New Contract
7. Resolution Request Form No. 6 – Amend Grant
8. Resolution Request Form No. 4 - Amend Contract
9. Resolution Request Form No. 9 – Increase Capital Project
10. Resolution Request Form No. 6 – Amend Grant
11. Resolution Request Form No. 4 - Amend Contract
12. Resolution Request Form No. 9 – Increase Capital Project
13. Resolution Request Form No. 20 - Misc.
14. Resolution Request Form No. 10a – Transfer of Funds
15. Resolution Request Form No. 5 – Apply for Grant
16. Resolution Request Form No. 20 - Misc

RESOLUTION REQUEST FORM NO. 6

Request to Amend or Extend Existing Grant

DEPARTMENT NAME: DPW

DATE: 5/25/2021

- (a) Purpose of Grant Amendment: Supplemental Agreement No. 4 for Palisades Road (CR 26) over Brant Lake Inlet Repair Project, Town of Horicon
- (b) Resolution No. which Authorized Original Application and Grant: 242 of 2011
- (c) Name of Grantor: NYSDOT
- (d) Address of Grantor: 50 Wolf Road, Albany, NY 12205
- (e) Grantor's Contact Person and Telephone Number: Lorenzo Distefano, 485-1715
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach? Yes
- (g) Effective Date of Amendment or Extension: Upon Execution
- (h) Termination Date of Amendment or Extension: Upon Completion
- (i) Total Dollar Amount Involved (not to exceed): increase of \$163,697.00
- (j) Is a Budget amendment required? No If yes, please 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.
- (l) 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: H322.9550 280 Palisades Road over Brant Lake Inlet

Sponsor: County of Warren
 PIN: 1759.28 BIN: 3305270
 Comptroller's Contract No. D033375
 Supplemental Agreement No. 4
 Date Prepared: 5/17/2021 By: BC
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 4 to D033375 *(Comptroller's Contract No.)*

This Supplemental Agreement is by and between:

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

and

County of Warren (the Sponsor)
 Acting by and through the County Superintendent of Highways
 with its office at 4028 Main Street, Warrensburg, NY 12885.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

- Amends a previously adopted Schedule A by (*check as applicable*):
 - amending a project description
 - amending the contract end date
 - amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s) **Construction**
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)
- Amends a previously adopted Schedule ~~A~~" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019
- Amends the text of the Agreement as follows (*insert text below*):

Sponsor: **County of Warren**
PIN: **1759.28** BIN: **3305270**
Comptroller's Contract No. **D033375**
Supplemental Agreement No. **4**
Date Prepared: **5/17/2021** By: **BC**
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Warren**

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

Notary Public

APPROVED FOR NYSDOT:

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

BY: _____
For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1759.28**

OSC Municipal Contract #: <u>D033375</u>	Contract Start Date: <u>5/20/2011</u> <small>(mm/dd/yyyy)</small>	Contract End Date: <u>2/13/2028</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No. 4

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

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

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

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

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

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: Palisades Road (CR26) over Brant Lake Inlet, BIN 3305270

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$47,049.00	\$15,836.00	\$216,000.00	\$278,885.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$ 0.00
Authorized Allocations to Date		\$47,049.00	\$15,836.00	\$216,000.00	\$278,885.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1759.28.121	Current	HBRRP	\$276,913.00	\$221,530.00	\$41,537.00	\$13,846.00	\$0.00
	Old	HBRRP	\$276,913.00	\$221,530.00	\$41,537.00 *	\$13,846.00	\$0.00
1759.28.221	Current	STP	\$114,505.00	\$91,604.00	\$15,836.00	\$7,065.00	\$0.00
	Old	STP	\$114,505.00	\$91,604.00	\$15,836.00	\$7,065.00	\$0.00
1759.28.321	Current	STP	\$1,979,834.00	\$1,583,867.00	\$216,000.00	\$179,967.00	\$0.00
	Old	STP	\$1,816,137.00	\$1,452,910.00	\$216,000.00	\$147,227.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$.	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,371,252.00	\$1,897,001.00	\$273,373.00	\$200,878.00	\$ 0.00

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." All totals will calculate automatically.

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

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,897,001.00	\$273,373.00	\$ 0.00	\$200,878.00	\$2,371,252.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Bryan Cross
Phone No: 518-417-6595

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

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LEP's website for link to sample footnotes)

- This Supplemental Agreement #4 reflects the low bid award amount for construction by adding additional funds of \$163,697.00 to the construction phase of the project.
- Supplemental Agreement #3 added the Construction phase to the project and represents Engineer's Estimate. Construction = \$1,536,003.00, CI = \$280,134.00 and added additional funds to the ROW phase
- Supplemental Agreement #3 added approved ROW Marchiselli funds. All Design and ROW Marchiselli funds are in place.
- Supplemental Agreement #2 added the ROW Acquisition phase and additional Preliminary Engineering funds. ROW Acquisition = \$57,172.00. Additional Design funds = \$15,528.00
- Supplemental Agreement #1 added the ROW Incidentals phase to the project and added additional funding to the Design phase of the project. ROW Incidentals = \$41,900.00
- Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds. Additional Construction Marchiselli funds will be requested in the 21/22 annual submission.
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A Resolution 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 BIN_3305270, Palisades Road (CR26) over Brandt Lake Inlet, P.I.N. 1759.28 (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 Design and ROW Acquisition & Incidentals, Construction/CI

NOW, THEREFORE, the County of Warren 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 Design and ROW Acquisition & Incidentals, Construction/CI work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$2,207,555.00 has been appropriated from the _____ and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the additional sum of \$163,697.00 is hereby appropriated from the _____ and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

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

RESOLVED, that the Chairman of the Board of Supervisors of 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 }
 } ss.:
COUNTY OF WARREN }

I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted _____, 20__ with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said _____

This ____ day of _____, 2021.

Clerk

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: 5/25/2021

(a) Exact Title and Number of Project*: PIN 1759.28 Palisades Road (CR 26) over Brant Lake Inlet Bridge Replacement (H322.9550 280), Town of Horicon

(b) Is this a Capital Project? Yes

(c) Is this a Capital Reserve Project? No

(d) Amount of Increase (if applicable): \$161,985.69

(e) Amount of Decrease (if applicable):

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

\$130,957.00 Federal Share

\$ 24,555.00 State Marchiselli Share

\$ 6,473.69 Local Match Share (transfer from D.9950 910 - Tranfers - Capital Projects)

(g) Changes in Funding (if Amendment):

(h) Purpose of Increase or Decrease or Amendment: Increase federal, state and local match shares for low bid construction costs.

RESOLUTION REQUEST FORM NO. 6

Request to Amend or Extend Existing Grant

DEPARTMENT NAME: DPW

DATE: 5/ 25/2021

- (a) Purpose of Grant Amendment: To add Construction Phase funding
- (b) Resolution No. which Authorized Original Application and Grant: 576 of 2019
- (c) Name of Grantor: NYSDOT
- (d) Address of Grantor: 50 Wolf Road, Albany, NY 12232
- (e) Grantor's Contact Person and Telephone Number: Bryan Cross 518-417-6595
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach? attached
- (g) Effective Date of Amendment or Extension: upon execution
- (h) Termination Date of Amendment or Extension: 8/31/2028
- (i) Total Dollar Amount Involved (not to exceed): increase of \$2,175,465.00
- (j) Is a Budget amendment required? If yes, please complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) Is a Local Share Required? If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: H395.9550 280 Oxbow Hill & Moon Hill Roads (CR 63)

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

Sponsor: **County of Warren**
 PIN: **1761.45** BIN: _____
 Comptroller's Contract No. **D040061**
 Supplemental Agreement No. **1**
 Date Prepared: **4/19/2021** By: **BC**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040061 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

County of Warren (the Sponsor)
 Acting by and through the **County Board of Supervisors**
 with its office at **1340 State Rt. 9, Lake George, NY 12845**.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

- Amends a previously adopted Schedule A by (check as applicable):
 - amending a project description
 - amending the contract end date
 - amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **C/CI** which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)
- Amends a previously adopted Schedule ~~B~~" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019
- Amends the text of the Agreement as follows (insert text below):

Sponsor: County of Warren

PIN: 1761.45 BIN: _____

Comptroller's Contract No. D040061

Supplemental Agreement No. 1

Date Prepared: 4/19/2021 By: BC
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Warren

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

Notary Public

APPROVED FOR NYSDOT:

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

BY: _____
For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1761.45**

OSC Municipal Contract #: D040061	Contract Start Date: 1/8/2020 _(mm/dd/yyyy)	Contract End Date: 8/31/2028 _(mm/dd/yyyy)	<input type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No. 1

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

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

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

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

Work Type: HWY RECONST **County (If different from Municipality):** _____

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: CR 63 Oxbow/Moon Hill Road Reconstruction, NYS 149 to CR 7 (Bay Road), Town of Queensbury, Warren County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$26,190.00	\$0.00	\$0.00	\$26,190.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$ 0.00
Authorized Allocations to Date		\$26,190.00	\$ 0.00	\$ 0.00	\$26,190.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1761.45.121	Current	STP (80%)	\$145,500.00	\$116,400.00	\$21,825.00	\$7,275.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00 *	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$145,500.00	\$116,400.00	\$21,825.00	\$7,275.00	\$ 0.00

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." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1761.45.121	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old	STP	\$145,500.00	\$116,400.00	\$0.00	\$29,100.00
1761.45.321	Current	STP	\$2,175,465.00	\$1,740,372.00	\$0.00	\$435,093.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,175,465.00	\$1,740,372.00	\$ 0.00	\$435,093.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,856,772.00	\$21,825.00	\$ 0.00	\$442,368.00	\$2,320,965.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Bryan Cross</u> Phone No: <u>518-417-6595</u>
--	---

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 Supplemental Agreement #1 adds the Construction phase to the Project and represents Engineer's Estimate. Construction = \$1,988,465.00, CI = \$187,000.00.
- This Supplemental Agreement #1 adds approved 20/21 approved Marchiselli funds to the Design phase of the project.
- Construction Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.
- The Master Agreement was for the Design Phase of the project. Preliminary Design = \$97,600.00, Detailed Design = \$47,900.00.
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RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: DPW

DATE: 5/25/2021

- (a) Purpose of Contract Change: To amend contract to include Construction Support and Construction Inspection Services
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 577 of 2019
- (c) Name of Contractor: M.J. Engineering and Land Surveying, P.C.
- (d) Address of Contractor: 1533 Crescent Road, Clifton Park, NY 12065
- (e) Contractor's Contact Person and Telephone Number: Lisa Wallin 518-371-0799
- (f) Commencement Date of Extension: Upon Execution
- (g) Termination Date of Extension: Upon Completion
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$ 187,000.00
 - 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: H395.9550 280 Oxbow & MoonHill Road (CR63)

Architectural/ Engineering Consultant Agreement

PIN (s) 1761.45 Municipal Contract No. N/A

Agreement made this _____ day of _____ 2021 by and between

Warren County

having its principal office at 1340 State Route 9, Lake George, NY 12845 (the "County")
and

M.J. Engineering and Land Surveying, P.C.

with its office at 1533 Crescent Road, Clifton Park, NY 12065 (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the

Oxbow Hill / Moon Hill Road (CR 63) Reconstruction

(as described in detail in Attachment A annexed hereto, the "Project") the **County** has sought to engage the services of the **Consultant** to perform the scope of services described in **Attachment B** annexed hereto; and

WHEREAS, in accordance with required **Consultant** selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the **County** has selected the **Consultant** to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Chairman of the Board, Warren County** is authorized to enter this Agreement on behalf of the **County**.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering **Consultant** Agreement"
- **Attachment "A"** - Project Description and Funding
- **Attachment "B"** - Task List
- **Attachment "C"** - Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The **Consultant** shall render all services and furnish all materials and equipment necessary to provide the **County** with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The **Consultant** shall ascertain the applicable practices of the **County**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The **Consultant** will commence work no later than ten (10) days after receiving notice to proceed from the **County**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for **Consultant's** work, services and expenses hereunder the **County** shall pay to the **Consultant**, and the **Consultant** agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

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

The Chairman of the Board , Warren County by: _____ Date: _____	M. J. Engineering and Land Surveying, P.C. by: _____ <i>Michael D. Panichelli, P.E.</i> <i>President</i> Date: _____
--	--

ACKNOWLEDGEMENT OF WARREN COUNTY

STATE OF NEW YORK

ss:

COUNTY OF WARREN

On this _____ day of _____, 2021 before me, the subscriber personally appeared, **Chairman of the Board** to me known, who, being by me duly sworn, did depose and say; that he resides in the **County of Warren**, New York; that he is the **Chairman if the Board** for **Warren County**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **Warren County**.

Notary Public, Warren County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this _____ day of _____, 2021 before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President of M.J. Engineering and Land Surveying, P.C.**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **M.J. Engineering and Land Surveying, P.C.**

Notary Public, Saratoga County, N.Y.

Attachment A
Architectural/Engineering Consultant Agreement
Project Description and Funding

PIN: 1761.45

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

PROJECT DESCRIPTION:

PIN 1761.45
Oxbow Hill / Moon Hill Road (CR 63) Reconstruction

Project Location:
Warren County, New York

Consultant Work Type: 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:

ORIGINAL CONTRACT AMOUNT	\$145,500
PREVIOUS SUPPLEMENTAL AGREEMENTS	\$ 0
<u>THIS SUPPLEMENTAL AGREEMENT (SA#1) AMOUNT</u>	<u>\$187,000</u>
TOTAL REVISED CONTRACT AMOUNT	\$332,500

Exhibit D
Summary

M.J. Engineering and Land Surveying, P.C.

Oxbow Hill / Moon Hill Road (CR 63) Reconstruction

	1761.45.121	1761.45.221	1761.45.321	1761.45.321	
	Task 1-5	Task 6 & 7	Task 8	Task 9	Total
	Preliminary	Final	Construction	Construction	
	Design	Design	Support	Inspection	
Item IA, Labor			\$1,971	\$42,500	\$44,471
Item IB, Direct Technical Salaries Premium Portion of Overtime			\$0	\$4,250	\$4,250
Item II, Direct Non-Salary Cost			\$0	\$10,500	\$10,500
Item II, Direct Non-Salary Cost (Sub-Contractor Cost)			\$0	\$0	\$0
Item III, Overhead					
Office	182%		\$3,587	\$0	\$3,587
Field	115%		\$0	\$48,875	\$48,875
Item IV, Fixed Fee	10.0%		\$566	\$9,134	\$9,700
Item II, Direct Non-Salary Cost (Sub-Consultant Cost) LU Engineers			\$0	\$65,617	\$65,617
Total Estimated Cost			\$6,124	\$180,876	\$187,000
				Total	\$187,000

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: 5/25/2021

- (a) Exact Title and Number of Project*: H395 Oxbow Hill & Moon Hill Road (CR63) Rehabilitation & Reconstruction
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Increase (if applicable): increase \$2,175,465.00
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.):
 - \$ 1,740,372.00 Federal Share
 - \$ 326,320.00 State Marchiselli Share
 - \$ 108,773.00 Local Match (Transfer from D.9950 910 Transfers - Capital Projects)
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: Add all Shares for Construction Phase

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 5/25/2021

- (a) Is this a Result of a Bid or Request for Proposal? Bid WC 23-21Oxbow Hill Road & Moon Hill Road (CR63) Rehabilitation & Reconstruction (Bid opens 5/27/2021)
- (b) Purpose of Contract: Award Construction Contract to Lowest Responsible Bidder
- (c) Name of Contractor: TBD
- (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: Upon Execution
- (h) Termination Date of Contract: 150 days after issuing Notice to Proceed
- (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: H395.9550 280 Oxbow Hill & Moon Hill Road (CR63)

RESOLUTION REQUEST FORM NO. 6

Request to Amend or Extend Existing Grant

DEPARTMENT NAME: DPW

DATE: 5/25/2021

- (a) Purpose of Grant Amendment: To add Right of Way Acquisition Phase and additional Right of Way Incidental funding
- (b). Resolution No. which Authorized Original Application and Grant: 227 of 2019
- (c) Name of Grantor: NYSDOT
- (d) Address of Grantor: 50 Wolf Road, Albany, NY 12232
- (e) Grantor's Contact Person and Telephone Number: Bryan Cross 518-417-6595
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach? yes
- (g) Effective Date of Amendment or Extension: upon execution
- (h) Termination Date of Amendment or Extension: upon completion
- (i) Total Dollar Amount Involved (not to exceed): increase of \$46,086.00
- (j) Is a Budget amendment required? If yes, please complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) Is a Local Share Required? If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: yes H386.9550 280 CR 7 Bay Road over Halfway Creek Bridge Replacemeny

Sample: A.1010 470 Legislative Board – Contract \$xx.xx

Sponsor: County of Warren
PIN: 1761.23 BIN: 3360320
Comptroller's Contract No. D036375
Supplemental Agreement No. 1
Date Prepared: 4/29/2021 By: BC
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036375 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

County of Warren (the Sponsor)
Acting by and through the **Board of Supervisors**
with its office at **1340 State Rt. 9, Lake George, NY 12845.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **ROW Aquisiti** which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase - **ROW Incidentals**
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (insert text below):

Sponsor: County of Warren
PIN: 1761.23 BIN: 3360320
Comptroller's Contract No. D036375
Supplemental Agreement No. 1
Date Prepared: 4/29/2021 By: BC
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Warren

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

Notary Public

APPROVED FOR NYSDOT:

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

BY: _____
For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1761.23**

OSC Municipal Contract #: D036375 **Contract Start Date:** 7/11/2019_(mm/dd/yyyy) **Contract End Date:** 7/11/2025_(mm/dd/yyyy)
 Check, if date changed from the last Schedule A

Purpose: Original Standard Agreement Supplemental Schedule A No. 1

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Warren
 Other Municipality/Sponsor (if applicable): _____
 State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*
 Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share

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

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

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*

Project Description: Bridge NY BIN 3360320- County Road 7 over Halfway Creek, Warren County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

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

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00 *	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1761.23.121	Current	Other (see footnote)	\$447,248.00	\$424,886.00	\$0.00	\$22,362.00
	Old	Other (see footnote)	\$447,248.00	\$424,886.00	\$0.00	\$22,362.00
1761.23.221	Current	Other (see footnote)	\$60,827.00	\$57,786.00	\$0.00	\$3,041.00
	Old	Other (see footnote)	\$14,741.00	\$14,004.00	\$0.00	\$737.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$508,075.00	\$482,672.00	\$ 0.00	\$25,403.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$482,672.00	\$ 0.00	\$ 0.00	\$25,403.00	\$508,075.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Bryan Cross
 Phone No: 518-417-6595

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

NYSDOT/State-Local Agreement – Schedule A

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

- This Supplemental Agreement #1 increases ROW Incidentals funding from \$14,741.00 to \$19,961.00. It also adds the ROW Acquisition phase to the project. ROW Acquisition = \$40,866.00.
- The Master Agreement was for the Design and ROW Incidental phases of the project. Preliminary Design = \$272,259.00, Detailed Design = \$174,989.00, ROW Incidentals = \$14,741.00
- This is a Bridge NY project. Reimbursement for this project is capped at the amount of the Grant Award. Projects must begin construction no later than 24 months after award. Award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within three years of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore Sponsors are strongly encouraged to have projects substantially complete within two years of commencing construction.
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be a non-federal (i.e. local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the project sponsor.
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SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Bridge Project)

RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for Bridge NY, BIN 3360320, County Road 7 over Halfway Creek, Warren County, P.I.N. 1761.23 (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 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Warren will design, let and construct the Project: and

WHEREAS, the County of Warren desires to advance the Project by making a commitment of 100% of the costs of the Design, ROW Incidentals, and ROW Acquisition work for the Project or portions thereof.

NOW, THEREFORE, the County Board, duly convened does hereby

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

RESOLVED, that the County Board hereby authorizes the County of Warren to pay 100% of the cost of Design, ROW Incidentals & ROW Acquisition work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$461,989.00 was previously appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the additional sum of \$46,086.00 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the County Board hereby agrees that County of Warren shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the County of Warren; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the County Board of the County of Warren 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 County of Warren hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Supervisor of the County Board of the County of Warren be and is hereby authorized to execute on behalf of the County of Warren all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid 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 County of Warren's 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.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: DPW

DATE: 5/25/2021

- (a) Purpose of Contract Change: To add additional Right of Way Incidentals and Right of Way Acquisition services
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 228 of 2019
- (c) Name of Contractor: Creighton Manning Engineering
- (d) Address of Contractor: 2 Winners Circle, Suite 201, Albany, NY 12205
- (e) Contractor's Contact Person and Telephone Number: Stephan Godlewski 518-689-1843
- (f) Commencement Date of Extension: Upon Execution
- (g) Termination Date of Extension: Upon Completion
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed increase of \$33,337.00
 - 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: H386.9550 280 CR 7 over Halfway Creek Bridge Replacement, Capital Project

EXECUTIVE SUMMARY

SUPPLEMENTAL CONSULTANT AGREEMENT #1 - RIGHT OF WAY ACQUISITION
PIN 1761.23 – Bay Road (CR 7) over Halfway Brook
Bridge Replacement
Town of Queensbury, Warren County, NY

This supplemental consultant agreement covers the completion right-of-way acquisition effort for the Bay Road (CR 7) over Halfway Brook – BIN 3360320 Bridge Replacement Project. Creighton Manning Engineering, LLP has been designated by the Warren County Department of Public Works to progress this Locally Administered Federal-Aid project and has prepared the attached Consultant Agreement, Scope of Services and Fee. Construction Inspection/Administration will be added by a supplemental agreement.

Project Description:

The project is intended to replace the existing Bay Road bridge (BIN 3360320) over the Halfway Brook. The project includes replacing the existing three (3) cell culvert pipes with a single span bridge which improves the hydraulics and provides a 75-year design life. The bridge will be replaced by closing Bay Road and detouring to Glenwood Road and other routes in combination with utilizing Accelerated Bridge Construction methods. The project will require acquisition of right-of-way.

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

Schedule and Construction Cost

It is anticipated the project will be ready for PS&E in July 2021 with construction starting in May 2022. The project is currently programmed for \$3,023,000 on the A/GFTC TIP and the NYSDOT STIP (BridgeNY). The programmed funding for construction (including construction inspection) is \$2.257 million. This proposal is for \$28,117 and includes \$5,220 for additional right-of-way incidentals effort that was required.

A summary of the current funding and the costs included in this proposal are detailed below:

Phase	Base Agreement	Supplemental Agreement 1	Summary
Preliminary and Final Engineering	\$447,248	\$0	\$447,248
Right-of-Way Incidentals	\$14,741	\$5,220	\$19,961
Right-of-Way Acquisition	\$0	\$28,117	\$28,117
Total	\$461,989	\$33,337	\$495,326

Architectural/ Engineering Consultant Contract

PIN: 1761.23 Municipal Contract No. _____

Agreement made this ____ day of _____, 2021 by and between

Warren County

(municipal corporation)

having its principal office at **1340 State Route 9**, in **Lake George** (to be known throughout this document as the “**Sponsor**”)

and

Creighton Manning Engineering, L.L.P with its office at **2 Winners Circle, Albany, New York** (to be known throughout this document as the “**Consultant**”)

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (“NYSDOT”) identified for the purposes of this contract as **CR 7 (Bay Rd) over Halfway Brook (BIN 3360320) – Bridge Replacement** (as described in detail in Attachment A annexed hereto, the “Project”) the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (“FHWA”), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **Chairman of the Board of Supervisor**, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
 - Appendix A – Standard Clauses for New York State Contracts
 - Appendix B – Requirements for Federally-Aided Transportation Contracts
- **Attachment "B"** – Scope of Services
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

ARTICLE 31. MISCELLANEOUS

31.1 **Executory Contract.** This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the Notary Public, _____ County, N.Y. purposes hereof.

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

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date: _____	Date: _____

Municipality Acknowledgement

STATE OF NEW YORK

ss:

COUNTY OF WARREN

On this _____ day of _____, 2021 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 Chairperson of the Warren County Board of Supervisors, 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 Sponsor.

Notary Public, _____ County, N.Y.

Consultants Acknowledgement

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of **April 2021** before me, **Edward V. Woods**, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Vorheesville, New York**; that he is a **Partner** in **Creighton Manning Engineering, LLP** and that this instrument was signed on behalf of said Limited Liability Partnership by authority of its partners and principals agreement; and said **Edward V. Woods**, acknowledge this instrument to be the free act and deed of said Limited Liability Partnership.

Attachment A
Project Description and Funding

PIN: 1761.23
BIN: 3360320

Term of Agreement Ends: December 31, 2022

Main Agreement Amendment to Agreement Supplement to Agreement [#1]

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: May 1, 2019

Finish Date: December 31, 2022

PROJECT DESCRIPTION:

CR 7 (Bay Road) over Halfway Brook – Bridge Replacement

Project Location:

**Town of Queensbury
Warren County, New York**

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

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:

\$33,337

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: 5/25/2021

- (a) Exact Title and Number of Project*: CR 7 Halfway Creek Bridge Replacement H386
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Increase (if applicable): \$44,086.00
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.):
 - \$ 41,882.00 Federal (Bridge NY 95%)
 - 0.00 State
 - \$ 2,204.00 Local(Transfer from D.9950 910 Transfers - Capital Projects)
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: To increase funding for Right of Way Incidentals and Right of Way Acquisiton phases

RESOLUTION REQUEST FORM NO. 6

Request to Amend or Extend Existing Grant

DEPARTMENT NAME: DPW

DATE: 5/25/2021

- (a) Purpose of Grant Amendment: To add Right of Way Acquisition phase and Marchiselli funding for Preliminary Engineering, increase Preliminary Engineering and Right of Way Services.
- (b) Resolution No. which Authorized Original Application and Grant: 574 of 2019
- (c) Name of Grantor: NYSDOT
- (d) Address of Grantor: 50 Wolf Road Albany NY 12232
- (e) Grantor's Contact Person and Telephone Number: Deborah Lolic 518-485-9410
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach? attached
- (g) Effective Date of Amendment or Extension: upon execution
- (h) Termination Date of Amendment or Extension: 8/31/2028
- (i) Total Dollar Amount Involved (not to exceed): increase of \$90,033
- (j) Is a Budget amendment required? If yes, please complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) Is a Local Share Required? If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: H394.9550.280 Olmstedville Road (CR19) Reconstruction

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1761.44**

OSC Municipal Contract #: <u>D040068</u>	Contract Start Date: <u>01/10/2020</u>	Contract End Date: <u>08/31/2028</u> <input type="checkbox"/> Check, if date changed from the last Schedule A
---	---	---

Purpose: Original Standard Agreement Supplemental Schedule A No. 1

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

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

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

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

Work Type: HWY RECONST **County (If different from Municipality):** _____

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: Olmstead Road (CR19) Reconstruction, Town of Chester, Warren County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00	\$0.00	\$ 0.00
<input checked="" type="checkbox"/>	Current SFY 20/21	\$60,575.00	\$0.00	\$0.00	\$60,575.00
Authorized Allocations to Date		\$60,575.00	\$ 0.00	\$ 0.00	\$60,575.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1761.44.121	Current	STBG FLEX	\$326,251.00	\$261,000.00	\$48,938.00	\$16,313.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00 *	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$326,251.00	\$261,000.00	\$48,938.00	\$16,313.00	\$ 0.00

NYS DOT/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." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1761.44.121	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old	STBG FLEX	\$310,796.00	\$248,637.00	\$0.00	\$62,159.00
1761.44.221	Current	STBG FLEX	\$100,309.00	\$80,247.00	\$0.00	\$20,062.00
	Old	STBG FLEX	\$25,731.00	\$20,585.00	\$0.00	\$5,146.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$100,309.00	\$80,247.00	\$ 0.00	\$20,062.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$341,247.00	\$48,938.00	\$ 0.00	\$36,375.00	\$426,560.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Deborah Lolik</u> Phone No: <u>518-485-9410</u>
--	---

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 Supplemental Agreement #1 adds the ROW Acquisition phase to the project. This SA #1 adds additional funds to the Design phase of the project and adds approved 20/21 Marchiselli funds to the Design phase of the project.

Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds. ROW Marchiselli funds will be requested in the 21/22 submission.

The Master Agreement was for the Design and ROW Incidentals phases of the project. Preliminary Design Phase I-IV (Authorize) = \$217,600.00; Detail Design Phase V-VI = \$93,196.00; ROW Incidentals = \$25,731.00.

Sponsor: **County of Warren**
PIN: **1761.44** BIN: _____
Comptroller's Contract No. **D040068**
Supplemental Agreement No. **1**
Date Prepared: **3/4/2021** By: ddl
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040068 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

Warren County (the Sponsor)
Acting by and through the **Board of Supervisors**
with its office at **4028 Main Street, Warrensburg, NY 12885.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

- Amends a previously adopted Schedule A by (check as applicable):
 - amending a project description
 - amending the contract end date
 - amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **ROW Acquisition** which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)
- Amends a previously adopted Schedule ~~A~~" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019
- Amends the text of the Agreement as follows (insert text below):

Sponsor: County of Warren
PIN: 1761.44 BIN: _____
Comptroller's Contract No. D040068
Supplemental Agreement No. 1
Date Prepared: 3/4/2021 By: ddl
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF WARREN

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

Notary Public

APPROVED FOR NYSDOT:

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

BY: _____
For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: DPW

DATE: 5 /25/2021

- (a) Purpose of Contract Change: Amend contract to increase Preliminary Engineering and Right of Way Incidental Services and to include Right of Way Acquisition Services
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 575 of 2019
- (c) Name of Contractor: McFarland -Johnson, Inc
- (d) Address of Contractor: 60 Railroad Place, Suite 402, Saratoga Springs, NY 12866
- (e) Contractor's Contact Person and Telephone Number: Laura Sanda 518-691-3050
- (f) Commencement Date of Extension: Upon Execution
- (g) Termination Date of Extension: Upon Completion
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed increase of \$ 80,033
 - 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: H394.9550 280 Olmstedville Road (CR19) Reconstruction

**Architectural/Engineering
Consultant Agreement
Supplemental Agreement #1**

PIN (s) 1761.44 Municipal Contract No. _____

Agreement made this ____ day of _____, 2021, by and between

Warren County

(municipal corporation)

having its principal office at 1340 State Route 9, Lake George, NY 12845

(to be known throughout this document as the "**Sponsor**")

and

McFarland-Johnson, Inc.

with its office at 49 Court Street, Suite 240, Binghamton, NY 13901

(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT"), identified for the purposes of this agreement as Olmstedville Road (County Route 19) Reconstruction in the Town of Chester, New York (as described in detail in Attachment A annexed hereto, the "Project"), the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, Chairman, Warren County Board of Supervisors is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** – Project Description and Funding;
- **Attachment "B"** – Supplemental Agreement # 1 Scope of Services;
- **Attachment "C"** – Fee.
- **Attachment "D"** – Atlantic Testing Laboratories Scope and Fee
- **Attachment "E"** – Prudent Fee

- **Attachment “F”** – RK Hite Fee
- **Appendix A** – Standard Clauses for New York State Contracts
- **Appendix “A-1”** – Supplemental Title VI Provisions (Civil Rights Act)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

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

Reference: Sponsor Contract # _____

Sponsor – Warren County by:	Consultant – McFarland Johnson, Inc. by: 
Chairman – Warren County Board of Supervisors Date:	James M. Festa, P.E. Chief Executive Officer Date:

STATE OF NEW YORK

ss:

ss:

COUNTY OF _____

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

Notary Public, _____ County, N.Y.

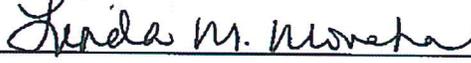
STATE OF NEW YORK

ss:

ss:

COUNTY OF Broome

On this 18th day of February, 2021 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the Vestal, New York; that he is the Chief Executive Officer of McFarland-Johnson, Inc., the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Sponsor.



Notary Public, Broome County, N.Y.

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/2/22

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 1761.44
BIN: N/A

Term of Agreement Ends: December 31, 2022

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

Dates or term of Consultant Performance:
Start Date: December 1, 2019 (Original)
Finish Date: December 31, 2022

PROJECT DESCRIPTION:

The Project involves the reconstruction of approximately 2.7 miles of Olmstedville Road (County Route 19) from Hidden Lake Road to the Warren and Essex County Boundary.

Project Location:

The project is located in the Town of Chester, Warren County, NY

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:

\$80,033

Footnote

Attachment C - Fee



McFarland Johnson

Olmstedville Road (CR 19) Reconstruction

PIN 1761.44

Warren County

Attachment C

1/26/2021

FEE SUMMARY

	DESIGN / PLANNING SERVICES	ROW Incidentals	ROW Acquisitions
1. DIRECT TECHNICAL LABOR	\$1,812.00		
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 182.00 %	\$3,297.84		
3. SUBTOTAL OF ITEMS 1 & 2	\$5,109.84		
4. FIXED FEE / PROFIT	\$562.08		
5. DIRECT EXPENSES			
6. SUBCONSULTANT COSTS	\$9,783.00	\$22,107.00	\$42,471.00
Atlantic Testing Laboratories	\$4,345		
Prudent	\$5,438		
RK Hite		\$22,107	\$42,471
7. SUBCONTRACT COSTS - (ESTIMATE)			
8. OVERTIME PREMIUM			
9. TOTAL FEE ESTIMATE	\$15,454.92	\$22,107.00	\$42,471.00

10. TOTAL FEE FOR ALL SERVICES

\$80,033

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

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: 5/25/2021

- (a) Exact Title and Number of Project*: H394 Olmstedville Road (CR19) Reconstruction
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Increase (if applicable): \$90,033
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.):
 - \$ 72,026.00 Federal Share(80%)
 - \$ 13,505.00 State Marchiselli Share (15%)
 - \$ 4,502.00 Local Match (5%)(Transfer from D.9950 910 Transfers - Capital Projects)
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: add all Shares for Right of Way Acquisition Phase and increase Preliminary Engineering and Right of Way Incidental Phases

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: 5/25/2021

- (a) Purpose of Request: To authorize the Chairwoman to sign Just Compensation for Right of Way in association with PIN 1761.23 CR 7 over Halfway Creek Bridge Replacement Project (H386); Town of Queensbury

- (b) Details: The County's Consultant, RK Hite and Co., has completed appraisals of property to be acquired as part of the Bay Rd (CR 7) over Halfway Creek Bridge Replacement Project. In order to make monetary offers and begin negotiations with property owners, the County must approve the just compensation determination. Just compensations were determined based on the Uniform Appraisal Standards for Federal Land Acquisitions and verified by an independent reviewer.

- (c) Previous Resolution Number:

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: H386.9550 280 CR7 Halfway Creek Bridge Replacement

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

* as listed in budget and LOGOS



87 Genesee Street
P.O. Box 130
Avon, New York 14414
Tel: (585) 226-6702
Fax: (585) 226-8067

April 12, 2021

VIA EMAIL ONLY

Warren County DPW
Attn: Maiken Holmes, Engineer 1
4028 Main St.
Warrensburg, NY 12885

Re: PIN 1761.23 – Bridge NY CR 7 over Halfway Creek Project
Town of Queensbury, Warren County, New York

Request for Determination of Just Compensation

Dear Mr. Holmes:

Attached are the individual property appraisals and the property appraisal reviews for the following real property acquisitions:

Map No.	Tax Parcel ID	Property Owner	Approved Appraisal Amount	Recommended Just Compensation
01 & 02	296.20-1-53	The Town of Queensbury	\$2,800.00	\$2,800.00
03 & 04	296.20-1-50.1	Lowe's Home Centers, Inc. n/k/a Lowe's Home Centers, LLC	\$2,600.00	\$2,600.00
05	296.20-1-52	Niagara Mohawk Power Corporation	\$600.00	\$600.00
06	296.20-1-54	AAA Northway, Inc.	\$4,200.00	\$4,200.00

Based on the data provided in the appraisal reviews and the appraisal reports, R. K. Hite & Co., Inc. requests that you establish the amount of just compensation for the acquisitions of the above-referenced maps. It is noted that the Eminent Domain Procedure Law states "In no event shall such amount be less than the condemnor's highest approved appraisal." The highest approved appraisal is the amount shown on the Appraisal Reviews.

Please indicate the County's just compensation determination by countersigning this letter below and returning the same to me at the address in the letterhead. If you have any questions or comments, please do not hesitate to call me.

Very truly yours,

R.K. HITE & CO., INC.

James F. Deloria
Project Manager

JFD/al
Attachments

Warren County hereby approves the just compensation amounts for the acquisition of the real property interests as stated above.

WARREN COUNTY

Date: _____

Print Name: _____

Print Title: _____

REQUEST FOR TRANSFER OF FUNDS

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

FROM: DEPARTMENT OF PUBLIC WORKS

Name of Department

SIGNED: _____ DATE: 5/25/2021

FROM CODE TITLE TO CODE TITLE AMOUNT

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund	A.1628 470	Waste Management Containment, Contract	\$12,000.00

Please state reason for transfer request:

To Fund House Hold Hazardous Waste collection 7/24/21

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: DPW

DATE: 5/25/21

- (a) Purpose of Grant: Climate Smart Communities Grant Program -Organics Management Plan/Reduction of Organic Waste
- (b) Name of Grantor: NYS DEC
- (c) Address of Contractor: 625 Broadway Albany, NY 12233-4500
- (d) Grantor's Contact Person and Telephone Number:
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach?
- (f) Effective Date of Grant: Upon Execution (expected announcement, December 2021)
- (g) Termination Date of Grant: Upon Completion
- (h) Total Dollar Amount Involved (not to exceed): July 30th
- (i) Deadline to Submit Grant Application and/or Grant Agreement:
- (j) Is a Budget amendment required? n/a If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? n/a If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? n/a 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:

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: 5/25/21

- (a) Purpose of Request: Enter into/renew an Intermunicipal Agreement (IMA) with the Village of Lake George

- (b) Details: For maintenance and revenue collection at the Warren County owned West Brook Parking Lot. Keep the same terms of the previous IMA, with a requested change to Section 3. A) to add: "with the processing fee paid by the Village to be deducted prior to calculating the County's share. A report an payment to the County will be completed in November of each year.

- (c) Previous Resolution Number: 250 of 2012, 457 of 2012, and 130 of 2013

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

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 250 OF 2012

Resolution introduced by Supervisors Bentley, Merlino, Monroe, Conover, Wood, Taylor, Frasier, Dickinson and Mason

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF LAKE GEORGE FOR MAINTENANCE AND REVENUE COLLECTION AT THE WEST BROOK PARKING LOT

WHEREAS, the Warren County Public Works Committee recommends an Intermunicipal Agreement with the Village of Lake George with regard to the maintenance and revenue collection at the West Brook Parking Lot ("Parking Lot"), to be constructed by the County of Warren for the months of May through October of each year with either party terminating the Intermunicipal Agreement upon thirty (30) days written notice to the other party, with the following provisions:

1. The Village of Lake George will:
 - a) Sweep and clean the Parking Lot daily;
 - b) Provide and service some refuse cans;
 - c) Collect Pay Stations weekly as necessary;
 - d) Count bills and coins at Village Hall;
 - e) Provide payment to Warren County as required;
 - f) Provide daily and required maintenance of the Pay Stations e.g. clean, replace paper, repair;
 - g) Enforce parking regulations as adopted by Warren County utilizing the Village of Lake George personnel and tickets; and
 - h) Deliver tickets to the Town Court Clerk for follow-up.

2. Warren County will:
 - a) Construct the Parking Lot;
 - b) Provide all barriers, striping, signage, etc.;
 - c) Provide and install lighting;
 - d) Be responsible for all parts, replacement items or other capital costs as necessary;
 - e) Provide covers for the Pay Stations during the winter months;
 - f) Plow the lot during snowfall; and
 - g) Purchase all paper and contract with banks,

and

WHEREAS, the Superintendent of the Department of Public Works advises that the Village of Lake

RESOLUTION No. 250 OF 2012

PAGE 2 OF 2

George will accept as payment for the above services provided by the Village, ten percent (10%) of the cash receipts collected only from the Pay Stations with the County retaining all other payments including one hundred percent (100%) of the payments made electronically from the Pay Stations, and all collected funds accounted for and disbursed to the County on a bi-weekly basis at no additional cost to the County now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an Intermunicipal Agreement with the Village of Lake George for the maintenance, revenue collection and enforcement at the Parking Lot for the months of May through October of each year, with either party terminating the Intermunicipal Agreement upon thirty (30) days written notice to the other party and said Intermunicipal Agreement shall contain the aforementioned conditions and any other conditions that the Superintendent of the Department of Public Works and/or the County Attorney deem appropriate, in a form approved by the County Attorney.

Warren County Board of Supervisors

RESOLUTION NO. 457 OF 2012

Resolution introduced by Supervisors Bentley, Merlino, Monroe, Conover, Wood, Taylor, Frasier, Dickinson and Mason

RESOLUTION AMENDING RESOLUTION NO. 250 OF 2012 - AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF LAKE GEORGE FOR MAINTENANCE AND REVENUE COLLECTION AT THE WEST BROOK PARKING LOT

WHEREAS, by Resolution No. 250 of 2012, the Warren County Board of Supervisors authorized the County to enter into an Intermunicipal Agreement with the Village of Lake George ("Village") with regard to maintenance and revenue collection at the West Brook parking lot ("parking lot") to be constructed by the County of Warren, and

WHEREAS, with regard to termination of the Intermunicipal Agreement, the Resolution authorized the Intermunicipal Agreement to be terminated "upon thirty (30) days written notice to the other party", and

WHEREAS, as a result of discussions between the County and representatives for the Village, it has been determined that the termination provision in the Intermunicipal Agreement should be revised to provide that either party may terminate the Intermunicipal Agreement in December of any year, now, therefore, be it

RESOLVED, that Resolution No. 250 of 2012 is modified to provide that the Intermunicipal Agreement between the County and the Village of Lake George be revised to specify that the term of the Intermunicipal Agreement will be for a five (5) year period, with either party being able to terminate the Intermunicipal Agreement by giving notice of termination to the other party in December of each year of the term and upon such other terms of termination to be negotiated by the County Attorney, and be it further

RESOLVED, that other than as modified herein, Resolution No. 250 of 2012 shall remain as is and in full force and effect.

Warren County Board of Supervisors

RESOLUTION NO. 130 OF 2013

Resolution introduced by Supervisors Bentley, Merlino, Conover, Wood, Taylor, Frasier, Dickinson, Mason and Montesi

**AMENDING RESOLUTION NOS. 250 OF 2012 AND 457 OF 2012 - AUTHORIZING
INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF LAKE
GEORGE FOR MAINTENANCE AND REVENUE COLLECTION
AT THE WEST BROOK PARKING LOT**

WHEREAS, by Resolution No. 250 of 2012, the Warren County Board of Supervisors authorized the County to enter into an Intermunicipal Agreement with the Village of Lake George ("Village") with regard to maintenance and revenue collection at the West Brook parking lot ("parking lot") to be constructed by the County of Warren, and

WHEREAS, by Resolution No. 457 of 2012, the Warren County Board of Supervisors modified the Intermunicipal Agreement to provide that the Intermunicipal Agreement between the County and the Village of Lake George be revised to specify that the term of the Intermunicipal Agreement will be for a five (5) year period, with either party having authority to terminate the Intermunicipal Agreement by giving notice of termination to the other party in December of each year of the term and upon such other terms of termination to be negotiated by the County Attorney, and

WHEREAS, after discussions between the Village of Lake George and County, it is proposed that Section 3(A) and (B) of the Intermunicipal Agreement be revised to include specific references to the Village retaining ten percent (10%) of the net fines and penalties collected by the Village for violations of Warren County Local Law No. 7 of 2012, with the County receiving ninety percent (90%) of the net fines and penalties collected by the Village, now, therefore, be it

RESOLVED, that Resolution Nos. 250 of 2012 and 457 of 2012 are revised to include the aforementioned revision to Section 3(A) and (B) of the Intermunicipal Agreement, and be it further

RESOLVED, that other than as modified herein, Resolution Nos. 250 of 2012 and 457 of 2012 shall remain as is and in full force and effect.

COPY

**INTERMUNICIPAL AGREEMENT
BETWEEN WARREN COUNTY AND VILLAGE OF LAKE GEORGE
FOR MAINTENANCE AND REVENUE COLLECTION AT THE
WARREN COUNTY OWNED WEST BROOK PARKING LOT**

THIS INTERMUNICIPAL AGREEMENT 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

VILLAGE OF LAKE GEORGE, a municipal corporation established under the laws of the State of New York, with a mailing address of 26 Old Post Road, PO Box 791, Lake George, New York 12845, ("the Village")

RECITALS

WHEREAS, the County is the owner of a certain parcel of land located within the Village of Lake George, County of Warren and known as the northern portion of West Brook Road and upon which the County shall construct, develop and thereafter use as a County owned public parking lot to be known as the "West Brook Parking Lot" ("Parking Lot"), and

WHEREAS, the Village has acquired and maintains expertise in the operation, management and maintenance of municipal parking lots and vehicle "Pay Stations" located within the Village of Lake George, and

WHEREAS, by Warren County Local Law No. 7 of 2012 adopted on May 18, 2012, Warren County established rules and regulations governing vehicle parking at the Parking Lot, and

WHEREAS, by Warren County Board of Supervisors Resolution No. 278 of 2012, adopted on May 18, 2012, Warren County established operating parameters for the Parking Lot including hours and days of operation, maximum parking time, parking rates and acceptable methods of payment, and

WHEREAS, for purposes of economy and convenience, the County and the Village have agreed that the Village, on behalf of the County, and upon the terms and conditions as set forth in this Intermunicipal Agreement, shall provide maintenance and revenue collection services for the County at the Parking Lot, and

WHEREAS, the parties hereto desire to enter into this Intermunicipal Agreement for the

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

WHEREAS, each of the individuals executing this Intermunicipal Agreement have been authorized by their respective governing boards to enter into this Intermunicipal Agreement,

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Responsibilities of the Village. Beginning in 2012, and specifically at such date as the Parking Lot becomes operational, and continuing thereafter through October 31, 2012, and then annually thereafter during the months of May through October of each year, the Village shall be responsible for the following with respect to the Parking Lot:

- i) Sweeping and cleaning the Parking Lot daily;
- ii) Providing and servicing some refuse cans;
- iii) Collecting cash from Pay Stations monthly or as necessary;
- iv) Counting bills at Village Hall;
- v) Providing parking revenue to Warren County in order for Warren County to pay the Village for services as required pursuant to Section 3 hereof;
- vi) Providing daily and required maintenance of the Pay Stations (e.g., clean, replace paper, repair);
- vii) Enforcing parking regulations as adopted by Warren County through Warren County Local Law No. 7 of 2012 and Warren County Board of Supervisors Resolution No. 278 of 2012 utilizing Village personnel and tickets as more full detailed in Section 6 hereof; and
- viii) Delivering tickets to the Town of Lake George Court Clerk for follow-up.

2. Responsibilities of the County. The County shall be responsible for the following which respect to the Parking Lot:

- i) Providing, installing and maintaining Pay Stations;
- ii) Providing and maintaining all barriers, striping, signage, etc.;
- iii) Providing, installing and maintaining lighting;
- iv) Providing all parts, replacement items or other capital costs as necessary;
- v) Providing covers for the Pay Stations during the winter months;
- vi) Plowing the lot during snowfall; and
- vii) Purchasing all paper and entering into all necessary contracts with banking institutions and credit card fee processing entities.

3. Ownership of Cash and Cash Receipts from the Pay Stations and Payment to Village for Services.

A) All cash and cash receipts deposits collected from the Pay Stations shall be the property of the County. In consideration of the services provided by the Village, and at no additional cost to the County, the Village shall retain a sum equal to ten percent (10%) of the cash and cash receipts collected from the Pay Stations plus ten percent (10%) of all parking violation fines or penalties collected by the Village for the enforcement of Warren County Local Law No. 7 of 2012 as provided for in Section 6 hereof, with the County receiving all other revenue generated, including one hundred percent (100%) of the parking fee payments made electronically from the Pay Stations. It is expressly agreed that there shall be no other payments made or consideration given to the Village in return for the services provided herein.

B) ~~The Village shall, at the conclusion of every three (3) month period (May-July), (August-October), through a fee collection report submitted to the County Treasurer, account for all cash and cash receipts collected by the Village from the Pay Stations and parking violation fines or penalties for the preceding three (3) month period and shall pay over and deliver to the County Treasurer a sum equal to ninety percent (90%) of the cash and cash receipts and parking fines or penalties for the said three (3) month period. All such revenue shall be shown on the fee collection report.~~ There shall allowed to be deducted from the total fines or penalties collected by the Village pursuant to Section 6 any contractual percentage fee charged to the Village by a Village contracted party responsible for parking violation fine or penalty collection on behalf of the Village.

4. Assignment and Use of Work Forces. Each party agrees to employ such employees as may be necessary to carry out and complete their respective obligations and services. Each party agrees that the employees so assigned, shall, for all purposes, including but not limited to,

salary, fringe benefits, workers' compensation, disability insurance, and unemployment insurance, be employees of each party and perform such obligations and, except in the limited circumstances described in paragraph 6, wherein the Village and its employees are authorized to administer and enforce on behalf of the County the provisions of Warren County Local Law No. 7 of 2012 and Warren County Board of Supervisors Resolution No. 278 of 2012, the parties and their employees, agents and representatives shall not conduct or hold themselves out as being employees, agents or representatives of the other party.

5. Ownership. It is agreed that at all times and for all purposes, the County is the owner of the Parking Lot and all improvements thereon including, but not limited to, the Pay Stations. Through this Intermunicipal Agreement, the Village is not acquiring, nor shall it claim to have acquired, any ownership interest in the Parking Lot including the improvements and equipment thereon.

6. Delegation of Authority. Pursuant to the express provisions of Warren County Local Law No. 7 of 2012, and Warren County Board of Supervisors Resolution No. 278 of 2012, the authority to administer and to enforce the parking regulations contained in Local Law No. 7 of 2012, as well as the operating parameters established in Resolution No. 278 of 2012, is assigned and delegated in part to the Village. In doing so, the Village is authorized to issue parking tickets or other necessary documents to enforce Local Law No. 7 of 2012. The Village shall issue parking tickets or other documents for violations at the parking lot and indicate on each ticket "West Brook Parking Lot". ~~The Village shall file each ticket or other documents with the Lake George Town Court for processing. The Village shall arrange for the Lake George Town Court to issue an annual report to the County concerning the tickets issued by the Village and filed with the Court. The report shall be presented to the office of the Warren County Attorney, 1340 State Route 9, Lake George, New York 12845 not later than November 30th of each year.~~ The Village shall have no other responsibility

for enforcement of local laws or regulations at the parking lot. All fines and penalties collected by virtue of violations of Local Law No. 7 of 2012 are property of the County. Notwithstanding the foregoing, the County reserves the right to administer and enforce any or all of the provisions of Warren County Local Law No. 7 of

2012. A copy of Warren County Local Law No. 7 of 2012 is annexed hereto and incorporated herein. A copy of Warren County Board of Supervisors Resolution Nos. 250 of 2012, 278 of 2012 and 457 of 2012 are annexed hereto and incorporated herein.

7. Compliance with Laws. In carrying out their respective obligations and responsibilities under this Intermunicipal Agreement, each party shall strictly observe and comply with all applicable laws including 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 the event that additional safety measures are required, each party agrees it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, each party shall hold harmless, indemnify and defend the other party 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 and materialmen. The indemnity provided by the requirements contained herein shall be in addition to, and not in limitation upon any rights of common law indemnity.

8. Term. This Intermunicipal Agreement shall take effect immediately upon execution by both parties retroactive to the date indicated in Section 1 hereof and shall continue for a period of five (5) years from that date unless terminated as provided for herein. Either party may terminate this Intermunicipal Agreement in December of any year during the term of this Intermunicipal Agreement. If written notice of termination is not provided during the month of

4/18/13

December, this Intermunicipal Agreement shall remain in place for the ensuing year unless otherwise amended by written instrument signed by the representatives of the authorized parties hereto. Notwithstanding the foregoing, either party may terminate this agreement with cause at any time by providing not less than thirty (30) days written notice of termination.

9. Insurance Requirements.

A) The Village shall, at its own expense, provide and keep in force at all times during the period in which this Intermunicipal Agreement 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 Village 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 Village used in the performance of this Agreement. 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.

B) The County shall, at its own expense, provide and keep in force at all times during the period in which this Intermunicipal Agreement 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 County 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 Village

used in the performance of this Agreement. The Village shall be named as an additional insured on said insurance policies. The additional insured coverage shall be primary and non-contributory for the Village 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 Village.

10. Indemnification.

A) The County agrees to indemnify and hold harmless the Village from all and any claims, demands, suits, judgments and costs arising out of the negligence of the County, its agents, servants and employees with respect to fulfilling its responsibilities and obligations under this Intermunicipal Agreement.

B) The Village 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 Village, its agents, servants and employees with respect to fulfilling its responsibilities and obligations under this Intermunicipal Agreement

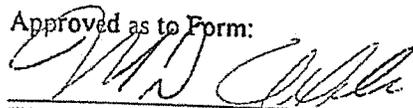
11. Records Retention. The Village agrees to retain all records related to this Intermunicipal Agreement for a period of six (6) years and agrees to allow the County, through the appropriate County officials legally allowed to do so, to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the Village'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.

12. Miscellaneous. This is the entire Intermunicipal Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Intermunicipal

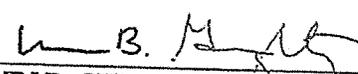
Agreement shall be held unenforceable the rest of this Intermunicipal Agreement will nevertheless remain in full force and effect. This Intermunicipal Agreement may be executed in any number of counterparts. This Intermunicipal Agreement may not be assigned, in whole or in part, by the County or Village without prior approval by the other party in writing. Any dispute under this Intermunicipal Agreement or related to this Intermunicipal Agreement shall be decided in accordance with the laws of the State of New York.

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

Approved as to Form:

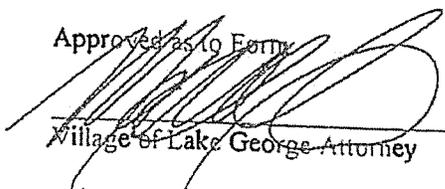

Warren County Attorney

COUNTY OF WARREN

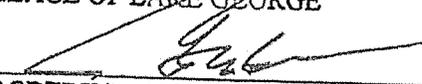
By 
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date: 4/3/13

Approved as to Form:


Village of Lake George Attorney

VILLAGE OF LAKE GEORGE

By 
ROBERT BLAIS, MAYOR
Village of Lake George

Date: 4/13/16 2013

AGREEMENT BY AND BETWEEN
VILLAGE OF LAKE GEORGE, NY (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

COPY

FASTTRACK™ SERVICES AGREEMENT

This *FastTrack*™ Services Agreement (this "Agreement") is made and entered into on 13th day of February, 2018, by and between Complus Data Innovations, Inc. ("COMPLUS"), with offices at 120 White Plains Road, Tarrytown, New York 10591, and VILLAGE OF LAKE GEORGE, NY ("CLIENT"), with offices at 26 Old Post Road, Lake George, NY 12844.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the *FastTrack*™ Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection ("*FastTrack*™");

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT desires to access and use *FastTrack*™ and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to *FastTrack*™.

- (a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use *FastTrack*™ through the Client Portal during the Term, solely in connection with CLIENT's business. *FastTrack*™ is authorized for use and is not sold to CLIENT. CLIENT acknowledges that *FastTrack*™ is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to *FastTrack*™, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to *FastTrack*™ are and will remain with COMPLUS, including any changes, modifications or enhancements to *FastTrack*™ that are requested by CLIENT during the Term.



COMPLUS_VILLAGE OF LAKE GEORGE, NY_2018

- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making *FastTrack*[™] available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to *FastTrack*[™] through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to *FastTrack*[™] 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, *FastTrack*[™] will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
- (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to *FastTrack*[™]. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use *FastTrack*[™] through the Client Portal ("Authorized Users"). The number of Authorized Users that may access *FastTrack*[™] through the Client Portal at any one time shall be limited to the specific number of licensed *FastTrack*[™] sessions set forth on Schedule I of this Agreement ("Sessions").
- (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or *FastTrack*[™], and notify COMPLUS promptly of any such unauthorized access or use and (v) use *FastTrack*[™] only in accordance with the terms of this Agreement and all applicable laws and government regulations.

2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and *FastTrack*[™] and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.



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- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with *FastTrack*™) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

3. Authorization Limitations and Restrictions. CLIENT shall not, and shall not permit any other person to, access or use *FastTrack*™, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of *FastTrack*™ or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available *FastTrack*™ or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of *FastTrack*™ or the Software, in whole or in part;
- (d) bypass or breach any security device or protection used by *FastTrack*™ or the Software or access or use *FastTrack*™ other than by an Authorized User through the use of his or her own then valid User Account;
- (e) input, upload, transmit or otherwise provide to or through *FastTrack*™ or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;



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- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner *FastTrack™*, the Software or COMPLUS' provision of services to any third party, in whole or in part;
- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from *FastTrack™*, the Equipment or the Software;
- (h) access or use *FastTrack™*, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
- (i) access or use *FastTrack™* or the Software for purposes of competitive analysis of *FastTrack™* or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
- (j) otherwise access or use *FastTrack™*, the Equipment or the Software beyond the scope of the authorization granted under this Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to *FastTrack™* or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.



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7. Compliance with Laws and Regulations COMPLUS agrees to maintain *FastTrack*™ to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis:
 - Aging of Account Receivables;
 - Officer and PEO Performance Reports;
 - Detail of Outstanding Tickets;
 - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of New York plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for *FastTrack*™, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of *FastTrack*™, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. Indemnity.

- (a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims, controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of



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COMPLUS. This provision shall survive the termination of this Agreement.

- (b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.

11. Fees. CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of *FastTrack™*, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

*No fees to be charged for 6 units. 2/8/18
Nancy Earl*

12. Payment Processing. COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of three (3) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "Effective Date", and such three (3) year term, the "Initial Term"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

14. Proprietary Rights

- (a) All right, title and interest in and to *FastTrack™*, the Equipment and the Software, including all



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intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to *FastTrack*[™], the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to *FastTrack*[™], the Equipment or the Software are expressly reserved by COMPLUS.

- (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide *FastTrack*[™], the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include *FastTrack*[™] and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who



need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any Delaware state court located in New Castle County, Delaware. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO *FastTrack*™, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



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PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT *FastTrack™*, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. This Agreement may be modified only by a written instrument signed by all the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. E-Sign Disclosure and Consent. If this Agreement is to be executed electronically, CLIENT hereby agrees as follows:

- (a) CLIENT hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, CLIENT also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
- (b) CLIENT may withdraw its consent to receive records and communications electronically by contacting COMPLUS in the manner described in Section 18 of this Agreement. CLIENT's withdrawal of consent will cancel CLIENT's agreement to receive electronic records and communications. Withdrawal of consent



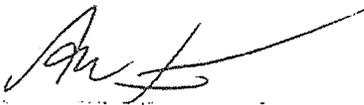
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to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. CLIENT may request a paper copy of any records and communications by contacting COMPLUS in the manner described in Section 18 of this Agreement.

- (c) CLIENT is responsible for providing COMPLUS with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. CLIENT may update its contact information by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (d) COMPLUS reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which COMPLUS provides electronic records and communications. COMPLUS will provide CLIENT with notice of any such termination or change as required by law.
- (e) CLIENT acknowledges and agrees that CLIENT's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that CLIENT and COMPLUS both intend that the Act apply to the fullest extent possible to validate the parties' ability to conduct business by electronic means. CLIENT agrees that, in consenting to electronic signatures and records, CLIENT will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT's acceptance of this Agreement, and the terms and conditions contained herein.

Accepted by:

	COMPLUS DATA INNOVATIONS, INC.	VILLAGE OF LAKE GEORGE, NY
SIGNATURE		
NAME	Ariel Kunar	Robert M. Blais
TITLE	Chief Executive Officer	Mayor
DATE	2/26/18	February 13, 2018



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**SCHEDULE I
TO THE
FASTTRACK™ SERVICES AGREEMENT**

SERVICES:

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making *FastTrack™* available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support online and phone payment options.
- Nationwide registered owner name retrieval
- Violation noticing
- Ongoing software and handheld training

EQUIPMENT:

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

Name	QTY
Crystal Reports software license(s)	1
N5 with scanner & dock (including all necessary peripherals and data plans)	6
FastTrack Ticket Management software license(s)	3

AUTHORIZED MACHINES: The Client Portal may only be installed on three (3) authorized machines.



**SCHEDULE I
TO THE
FASTTRACK™ SERVICES AGREEMENT**

FEE SCHEDULE

Description	Fee
In and Out of state revenue collection	20% of revenue collected
Postage	reimbursable
Handheld ticket stock	reimbursable

Warning Tickets: In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket issued.

DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

COMPLUS and its affiliates have developed and programmed *FastTrack™* and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of NY laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

Processing Fee Schedule for Online Payments:

- \$3.50 per parking ticket/code violation paid through COMPLUS' web interface.
- 3.5% per permit payment paid through COMPLUS' web interface.

The term "**Processing Fee**" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.

COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate



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such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in *FastTrack*™ and become subject to further collection efforts.

Equipment Fees:

Any handhelds that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of \$4,500.00 per unit.



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