

**COUNTY FACILITIES COMMITTEE MEETING**  
**BUILDINGS & GROUNDS AGENDA**  
**January 25, 2022**

Committee Members: *BRUNO*, Strough, Thomas, Magowan and Conover

**I. Committee Meeting Call to Order by Chair**

**II. Approval of minutes of prior Committee Meeting**

**III. Action Agenda/New Business Items:**

1. Request: – New Contract  
Rationale: – For the lease of the facilities to Cornell Cooperative Extension
2. Request: – Notice of Intent to Fill the Position – Cleaner  
Rationale: - Due to Resignation
3. Request: – Miscellaneous  
Rationale: - To fund Countryside Adult Home 2021 Capital Improvements H406 with the Countryside Rehabilitation Reserve

**IV. Discussion Items**

1. Work Order Request Program
2. Fleet Car Request Program
3. Countryside Adult Home - Update

**V. Referrals/Pending Items**

1) Discussion to continue regarding changes to the concrete area at the front entrance of the Municipal Center Building. (01.22.20) Update: Warren County Soil and Water Conservation District offered to apply for a grant on behalf of the County to obtain funds that could be used to rehabilitate the front entrance, addressing the concrete area while solving the standing water issue in the front parking lot road; these funds could be used instead of the bonded funds as initially planned. (06.21.21) Update: It was noted an update would be provided once it was determined whether Warren County Soil and Water Conservation District had received the grant intended to address water retention issues in that area. (10.19.21)

2) Supervisors Magowan, Bruno, Braymer (and any other Supervisors interested) to make up a working group with Kevin Hajos and Frank Morehouse to discuss options for removal of asbestos from the old Jail and report back to Committee at a future meeting. (02.23.21) Update: Clark Patterson Lee working on three estimates which were to: completely remove the building; to abate and gut the building; and to completely gut the building and demolish it. (05.25.21) Update: A more in-depth review of the quotes received for demolition/renovation of the old jail would be made at the next meeting. (09.21.21) Update: A brief overview was provided relative to moving forward with updated testing for lead paint and asbestos in the old jail. (10.19.21) Update: A brief overview was provided relative to moving forward with updated testing for lead paint and asbestos in the old jail; it was noted that Clark Patterson Lee would be doing the additional testing and design work. A suggestion was made by Mr. Strough to convert the old jail into a regional coroner facility. (11.23.21)

3) Ongoing discussion regarding the proposed Joseph Warren Center at the former Detention Center and the status of condition of the building and the work required. (05.25.21) Update: Two task force groups to be established, one for the Joseph Warren Museum, and another for developing the building. (06.21.21) Update: Additional meetings would be held to determine how the asbestos and lead paint that had been detected in the former Detention Center would be addressed. (09.21.21) Update: It was indicated there was an estimate in the amount of \$8,100 for work on this building which would be discussed after the holidays. (11.23.21)

## *RESOLUTION REQUEST FORM NO. 3*

### *Request for New Contract*

**DEPARTMENT NAME:** County Facilities - Building and Grounds

**DATE:** 1/25/22

- (a) Is this a Result of a Bid or Request for Proposal? Contract 314 of 2017
- (b) Purpose of Contract: Lease Agreement
- (c) Name of Contractor: Cornell Cooperative Extension
- (d) Address of Contractor: 377 Schroon River Road, Warrensburg, NY 12885
- (e) Contractor's Contact Person and Telephone Number: James Seeley, Executive Director 518-668-4881
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: 1/1/2022
- (h) Termination Date of Contract: 12/31/2022 with two additional 1 year extensions available
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$32,000.00
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Completion of Project -paid Quarterly- \$8,000.00
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: Various Projects

THIS 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, (the "County"), and

CORNELL COOPERATIVE EXTENSION ASSOCIATION OF WARREN COUNTY, organized and existing under the Laws of the State of New York, having its principal offices and place of business located at 377 Schroon River Road, Warrensburg, New York 12885, (the "Extension Service").

WITNESSETH:

WHEREAS, the County is the owner of certain property designated as Warren County Cooperative Extension Building as shown on Exhibit "A" attached hereto, situated in the Town of Warrensburg, County of Warren, State of New York, and

WHEREAS, the County has constructed a facility adjoining the County Residential Care Facility on the west side of C.R. No. 10 as shown on Exhibit "A" for Extension Service programs in Warren County consisting of programs in the fields of agriculture, home economics and 4-H, and

WHEREAS, it is deemed to be in the best interest of the County that the Extension Service Building be leased to the Extension Service for its use in its programs, and

WHEREAS, the Board of Supervisors has authorized the lease of the Extension Service Building pursuant to the Resolution attached hereto and made a part hereof,

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

1. The County does hereby grant and lease to the Extension Service one (1) building and shed together with that parcel of land owned by Warren County in the Town of Warrensburg, New York, adjacent to County Route 10 (on the Westerly side) and the Warren County Adult Residential Care Facility. For purposes of further describing the parcel building and shed to be leased the same is also described as that parcel with the address of 377 Schroon River Road, Warrensburg, New York and delineated on Exhibit "A" annexed hereto (bordered by a solid black line and not including the Fairgrounds parking areas denoted by hash marks). The land and buildings shown may be used for the several programs promoted and carried out by the Extension Service.

2. The Extension Service shall defend, indemnify and hold the County harmless from and against any and all liability, damage, cause of action, suits, claims, including reasonable attorney's fees, penalties or judgments arising from injury to persons or property or from loss of life or property sustained by anyone whomsoever in or about said premises or any part thereof used by the Extension Service in its programs unless such injury or damage are caused by Warren County or its officers or employees. The Extension Service shall, during the term of this Lease, at its own cost and expense, provide and maintain for the mutual benefit of the County, general liability insurance coverage against any and all claims for personal injury or damage to property which shall insure to the aggregate amount of not less than One Million Dollars (\$1,000,000) for personal injury or death to any one or more persons. Certificates of such insurance shall be delivered to the Warren County Attorney's Office upon request.

All insurance policies issued hereunder shall name the County of Warren as additional insured on a primary, non-contributory basis as its interest may appear and the certificate holder should read as follows:

Warren County  
Attn: Warren County Attorney's Office  
1340 State Route 9  
Lake George, NY 12845

3. The Extension Service shall supply its own heat, fuel and electricity required to operate the premises and the County shall not be required to furnish any utilities, services or do any work on the premises except as expressly set forth in this Lease Agreement. The Extension Service agrees that it has contracted with National Grid to perform an energy audit and it has also entered into an agreement with National Grid to perform certain energy improvements to the building leased under this agreement consisting primarily of lighting improvements. The Extension Service agrees that it shall be responsible to pay National Grid for all costs by reason of these improvements and that there shall be no cost or expense passed on to the County for these improvements.

4. The Extension Service agrees to accept the phones installed by the County "AS IS" and hereby agrees to defend, indemnify and hold harmless the County from all claims, losses, costs, expenses, and liabilities (including without limitation attorney's fees) arising out of or otherwise resulting from the use of the phones except to the extent such claims, losses, costs, expenses or liabilities accrue or occur by reason of acts or omissions of County officials in connection with the installment of the said plans. The Extension Service agrees to only use the phones for Local Extension Service purposes and agrees to return the phones when the same are no longer needed for extension purposes.

5. The Extension Service shall maintain the premises and buildings occupied and used in its programs including mowing and other appropriate lawn and shrub/tree maintenance. The Extension Service shall make all ordinary repairs as may be required to maintain and keep the property in a good state of repair. All exterior maintenance and structural repairs shall be made by the County. The Extension Service shall arrange for the replacement or adding of certain fire alarm devices consisting of smoke detectors, pull-down stations, horn/strobe, addressable input modular and heat detectors at a cost not to exceed One Thousand Three Hundred Fifty Dollars (\$1,350) and the County shall pay for the same. In the event the Extension Service or any guest of the Extension Service shall cause any damage to the premises, the Extension Service shall, at its own cost and expense, repair the premises and restore the premises to the same condition as it existed prior to the damage. The provisions of this clause shall apply to the phones referenced in paragraph "4" of this Agreement.

6. The Extension Service shall be responsible for the removal of all garbage and debris resulting from the use and occupancy of the premises and upon failure to remove said garbage and maintain the premises in an orderly manner, the County may remove the same and charge the cost of removal to the Extension Service.

7. The Extension Service shall be responsible for the removal of snow on the premises and upon failure to remove said snow and maintain the premises in an orderly manner, the County may remove the snow and charge the cost of removal to the Extension Service.

8. This Lease Agreement shall be for a term of one (1) year commencing January 1, 2018, which lease agreement shall be automatically extended and renewed from year-to-year for three (3) additional terms of one (1) year each, with a final termination date of December 31, 2021, unless either party shall give written notice to the other of its intention not to renew at least thirty (30) days prior to the end of each annual term.

9. The Extension Service shall pay a quarterly rental fee of Seven Thousand Five Hundred Dollars (\$7,500) for a total annual building rental fee of Thirty Thousand Dollars (\$30,000)

for the year 2018. For the years 2019, 2020 and 2021, the Extension Service shall continue to pay a quarterly rental fee of Seven Thousand Five Hundred Dollars (\$7,500) for a total annual building rental fee of Thirty Thousand Dollars (\$30,000).

10. The terms of this Lease Agreement shall not be altered, amended or changed except by a similar formal agreement, executed by the respective parties through their authorized officers.

11. This agreement constitutes the entire agreement between the County and the Extension Service, except for agreements amending and/or modifying the same issued after execution of this Agreement.

12. There shall be no assignment or subcontracting of the services to be provided under this Agreement without the consent of the County.

13. The parties plan to execute two (2) or more copies of this Agreement, each of which when fully executed, shall be deemed to constitute or be the original agreement for all purposes.

14. It is understood and agreed by and between the parties that for purposes of legal actions and/or proceedings, New York State Law shall be the governing law.

15. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the agreement, to the extent the Courts have determined practical shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

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

Approved as to Form:

Mary Ellen Lee  
Assistant Warren County Attorney

COUNTY OF WARREN

By: Ronald F. Conover  
RONALD F. CONOVER, CHAIRMAN  
Board of Supervisors

Date: 8-25-17

CORNELL COOPERATIVE EXTENSION  
ASSOCIATION OF WARREN COUNTY

By: James A. Sealey  
Title Executive Director

Date: 8/28/17



# Warren County Board of Supervisors

## RESOLUTION NO. 314 OF 2017

RESOLUTION INTRODUCED BY SUPERVISORS GIRARD, STROUGH, SEEBER, BEATY, MONTESI, BRAYMER, SIMPSON, LEGGETT, MACDONALD, GERAGHTY AND VACANT

AUTHORIZING AGREEMENT CONTINUING CONTRACTUAL RELATIONSHIP WITH CORNELL COOPERATIVE EXTENSION ASSOCIATION OF WARREN COUNTY FOR LEASE OF EXTENSION SERVICE BUILDING LOCATED IN WARRENSBURG, NEW YORK

RESOLVED, that Warren County continue the contractual relationship, (the previous contract being authorized by Resolution No. 39 of 2015), with Cornell Cooperative Extension Association of Warren County, for lease of extension service building located in Warrensburg, New York, for an amount of Thirty Thousand Dollars (\$30,000) per year, payable in four (4) installments each in the amount of Seven Thousand Five Hundred Dollars (\$7,500) to be included in the quarterly allocation to Cornell Cooperative Extension Association, 377 Schroon River Road, Warrensburg, New York 12885, for a term commencing January 1, 2018, which lease agreement shall be automatically extended and renewed from year-to-year for three (3) additional one (1) year terms with a termination date of December 31, 2021, unless either party shall give written notice to the other at least thirty (30) days prior to the end of each annual term, of its intention not to renew, and the Chairman of the Board of Supervisors be, and he hereby is, authorized to execute an agreement and such other documents that may be necessary to carry out the terms of this resolution, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: DPW.Buildings & Grounds Payroll Dept. No: 19.10
Title of Position: Cleaner #12 Base Salary of Position: \$29735 Grade: 2
Filling at Step # (If Known):
Budget code and title: A.1620 DPW/General Buildings Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No./Last Name: 13229/Tabano Date of Vacancy: 01/24/2022
Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State % Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (hiring would be provisional) Non-Competitive Other LABOR
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring. RW 1/13/22
Human Resources Director has approved this form when initialed. AP 1/13/22

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

The Administrator has no objection to the filling of the vacancy.
The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 1/13/22

BUDGET OFFICER COMPLETES THIS SECTION

The Budget Officer has no objection to the filling of the vacancy.
The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature [Signature] Date 1/21/22

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee County Facilities
The committee has no objection to the filling of the vacancy.
The committee objects to the filling of the vacancy.
In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 1/25/2022

# RESOLUTION REQUEST FORM NO. 20

## MISCELLANEOUS

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Department of Public Works

DATE: 1/25/2022

(a) Purpose of Request: To Fund Countryside Adult Home 2021 Capital Improvements, H406 with Reserve, Countryside Rehabilitation, A 861.00 \$250,000.00.

(b) Details: To increase Transfer - Capital Project, A 9950 910 with the Reserve, Countryside Rehabilitation, A 861.00 \$250,000.00 to cover Capital Improvement costs.

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(c) Previous Resolution Number:

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: Reserve, Countryside Rehabilitation, A 861.00 \$250,000.00.

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

\* as listed in budget and LOGOS

January Committee

Henkel, Betsy

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**From:** Lynch, Rob  
**Sent:** Thursday, December 2, 2021 11:29 AM  
**To:** Donohue, Daniel; Doughney, Edward; Hajos, Kevin  
**Cc:** Henkel, Betsy  
**Subject:** RE: Appropriation Request For H406

Ed,

I have given you, Kevin, Betsy and Tamara access to H406. Please let me know if anyone else needs access. Thanks.

Robert V. Lynch II, CPA  
Deputy Treasurer  
Warren County Treasurer Department  
1340 State Route 9  
Lake George, NY 12845  
Phone: (518) 761-6380

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**From:** Donohue, Daniel  
**Sent:** Thursday, December 2, 2021 11:23 AM  
**To:** Doughney, Edward <[EDoughney@warrencountydpw.com](mailto:EDoughney@warrencountydpw.com)>; Hajos, Kevin <[KHajos@warrencountydpw.com](mailto:KHajos@warrencountydpw.com)>  
**Cc:** Lynch, Rob <[lynchr@warrencountyny.gov](mailto:lynchr@warrencountyny.gov)>  
**Subject:** Appropriation Request For H406

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Hi Ed & Kevin,

Good news we got the \$1 million on the books for H406. Ed you may want to reach out to Betsy for guidance on how to appropriate funds from reserve to A9950 910. She's done these sort of requests in the past. A good reference might be Resolution #451 of 2021 where she appropriated money from an Airport reserve to A9950 910. Let me know if you have any questions. Thanks!

Dan Donohue  
Accountant  
Warren County Treasurer's Office  
1340 State Route 9  
Lake George NY, 12845  
Phone-518-761-6385  
Cell-518-932-1535

# Warren County Board of Supervisors

## RESOLUTION No. 502 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS BEATY, THOMAS, MCDEVITT, MERLINO, BRAYMER, DIAMOND AND BRUNO

### ESTABLISHING CAPITAL PROJECT NO. H406, COUNTRYSIDE ADULT HOME 2021 CAPITAL IMPROVEMENTS; AUTHORIZING TRANSFER OF FUNDS; AND AMENDING WARREN COUNTY BUDGET FOR 2021

RESOLVED, that the Warren County Board of Supervisors does hereby establish Capital Project No. H406, Countryside Adult Home 2021 Capital Improvements, as follows:

1. Capital Project No. H406, Countryside Adult Home 2021 Capital Improvements, is hereby established.
2. The estimated cost of such Capital Project is the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00).
3. The proposed method of financing such Capital Project consists of the following:
  - a. Serial Bonds in the amount of One Million Dollars (\$1,000,000.00);
  - b. Transfer of funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) from Budget Code A.861.00 Reserve, Countryside Rehabilitation,

and be it further

RESOLVED, that the Warren County Treasurer be, and hereby is, authorized and directed to transfer funds in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) to Capital Project H406, Countryside Adult Home 2021 Capital Improvements, and be it further

RESOLVED, that the Warren County Budget for 2021 be, and hereby is, amended accordingly, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes and approves the County Treasurer to advance the funds up to the amount indicated below on an as-needed basis:

<u>ADVANCE TO</u>	<u>AMOUNT</u>
H406 - Countryside Adult Home 2021 Capital Improvements	\$1,250,000.00

January Committee

Henkel, Betsy

---

**From:** Lynch, Rob  
**Sent:** Thursday, December 2, 2021 11:29 AM  
**To:** Donohue, Daniel; Doughney, Edward; Hajos, Kevin  
**Cc:** Henkel, Betsy  
**Subject:** RE: Appropriation Request For H406

Ed,

I have given you, Kevin, Betsy and Tamara access to H406. Please let me know if anyone else needs access. Thanks.

Robert V. Lynch II, CPA  
Deputy Treasurer  
Warren County Treasurer Department  
1340 State Route 9  
Lake George, NY 12845  
Phone: (518) 761-6380

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**From:** Donohue, Daniel  
**Sent:** Thursday, December 2, 2021 11:23 AM  
**To:** Doughney, Edward <[EDoughney@warrencountydpw.com](mailto:EDoughney@warrencountydpw.com)>; Hajos, Kevin <[KHajos@warrencountydpw.com](mailto:KHajos@warrencountydpw.com)>  
**Cc:** Lynch, Rob <[lynchr@warrencountyny.gov](mailto:lynchr@warrencountyny.gov)>  
**Subject:** Appropriation Request For H406

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Hi Ed & Kevin,

Good news we got the \$1 million on the books for H406. Ed you may want to reach out to Betsy for guidance on how to appropriate funds from reserve to A9950 910. She's done these sort of requests in the past. A good reference might be Resolution #451 of 2021 where she appropriated money from an Airport reserve to A9950 910. Let me know if you have any questions. Thanks!

Dan Donohue  
Accountant  
Warren County Treasurer's Office  
1340 State Route 9  
Lake George NY, 12845  
Phone-518-761-6385  
Cell-518-932-1535

# Warren County Board of Supervisors

## RESOLUTION No. 502 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS BEATY, THOMAS, MCDEVITT, MERLINO, BRAYMER, DIAMOND AND BRUNO

### ESTABLISHING CAPITAL PROJECT NO. H406, COUNTRYSIDE ADULT HOME 2021 CAPITAL IMPROVEMENTS; AUTHORIZING TRANSFER OF FUNDS; AND AMENDING WARREN COUNTY BUDGET FOR 2021

RESOLVED, that the Warren County Board of Supervisors does hereby establish Capital Project No. H406, Countryside Adult Home 2021 Capital Improvements, as follows:

1. Capital Project No. H406, Countryside Adult Home 2021 Capital Improvements, is hereby established.
2. The estimated cost of such Capital Project is the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00).
3. The proposed method of financing such Capital Project consists of the following:
  - a. Serial Bonds in the amount of One Million Dollars (\$1,000,000.00);
  - b. Transfer of funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) from Budget Code A.861.00 Reserve, Countryside Rehabilitation,

and be it further

RESOLVED, that the Warren County Treasurer be, and hereby is, authorized and directed to transfer funds in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) to Capital Project H406, Countryside Adult Home 2021 Capital Improvements, and be it further

RESOLVED, that the Warren County Budget for 2021 be, and hereby is, amended accordingly, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes and approves the County Treasurer to advance the funds up to the amount indicated below on an as-needed basis:

<u>ADVANCE TO</u>	<u>AMOUNT</u>
H406 - Countryside Adult Home 2021 Capital Improvements	\$1,250,000.00