

**PUBLIC WORKS COMMITTEE
DPW AGENDA
July 22 2026**

Committee Members: CONOVER, Strainer, Bruno, Diamond, Patchett, Niles and Beaty

I. Committee meeting called to order by Chair

II. Approval of minutes of prior Committee Meeting

III. Privilege of the floor and public comment

IV. Action Agenda/New Business Items

1. Request: Amend Contract
Rationale: Amend IMA with the Town of Stony Creek to add in mowing of County roads as part of the 2022 Municipal Snow & Ice Contracts.
2. Request: New Contract
Rationale: For Cold Milling and Paving for Countryside Adult Home
3. Request: Miscellaneous
Rationale: To move funds to cover the cost of the Hague above ground fuel tank.
4. Request: Miscellaneous
Rationale: To move funds to cover the cost of the Hague above ground fuel tank.
5. Request: Miscellaneous
Rationale: Amend an existing easement granted to Niagara Mohawk as it relates to the Town of Johnsbury Sewer Project.
6. Request: Miscellaneous
Rationale: To authorize an easement with Niagara Mohawk Power Corporation in relation to the Town of Johnsbury Sewer Project.
7. Request: Miscellaneous
Rationale: To authorize an easement to the Town of Johnsbury in relation to the Town's Sewer Project

V. Discussion Items

1. 2026 Road Project updates

VI. Referrals/Pending Items

VII. Privilege of the floor and public comment

VIII. Motion to Adjourn

Attachments:

1. Resolution Request No. 4 – Amend Contract
2. Resolution Request No. 3 – New Contract
3. Resolution Request No. 20 – Miscellaneous
4. Resolution Request No. 20 – Miscellaneous

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: DPW

DATE: 7/22/26

- (a) Purpose of Contract Change: Amend the IMA with the Town of Stony Creek to add mowing of County Roads as part of the Municipal Snow and Ice Contracts.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: Resolution 273 of 2021
- (c) Name of Contractor: Town of Stony Creek
- (d) Address of Contractor: 52 Hadley Road, Stony Creek, NY 12878
- (e) Contractor's Contact Person and Telephone Number: John O'Neill 518 696-3575
- (f) Commencement Date of Extension: August 19, 2026
- (g) Termination Date of Extension: December 31, 2026
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$3,040.80
 - 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: D 5110.470

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 7/21/26

- (a) Is this a Result of a Bid or Request for Proposal? Bid WC 33-26
- (b) Purpose of Contract: Countryside Adult Home Cold Milling and HMA Paving
- (c) Name of Contractor: TBD - Bids open 8/6/26
- (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: Upon completion of project
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: Various

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

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

DEPARTMENT NAME: DPW

DATE: 7/22/26

- (a) Purpose of Request: Appropriate from DM 894.00 Reserve, Motor Fuel Systems into DM.5140 470 Road Machinery Motor Fuel Farms Contract.

- (b) Details: Appropriate \$30,000.00 from DM 894.00 Reserve for Motor Fuel Systems and increase DM.5140 470 Road Machinery Motor Fuel Farms contract. Funds being moved into contract code for the replacement of the Hague aboveground fuel tanks.

- (c) Previous Resolution Number: NA

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: DM 894.000 Reserve, Motor Fuel Systems - \$30,000

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

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

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

DEPARTMENT NAME: DPW

DATE: 7/22/26

- (a) Purpose of Request: Appropriate \$114,000 from DM 909.00 Fund Balance into DM.5140 470 Road Machinery Motor Fuel Farms Contract.

- (b) Details: Appropriate \$114,000 from DM 909.00 Fund Balance and increase DM.5140 470 Road Machinery Motor Fuel Farms contract. Funds being moved into contract code for the replacement of the Hague aboveground fuel tanks.

- (c) Previous Resolution Number: NA

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: DM 909.00 Fund Balance - \$114,000

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

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

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

DEPARTMENT NAME: DPW

DATE: 7/22/26

- (a) Purpose of Request: To amend an existing easement granted to Niagara Mohawk in relation to the Town of Johnsbury Sewer Project.

- (b) Details: Warren County and the Town of Johnsbury jointly own Tax Parcel No. 66.6-2-6 on Railroad Place in the Town of Johnsbury. The County and the Town granted an easement to Niagara Mohawk Power Corporation within the aforementioned parcel for utility work incidental to the Town of Johnsbury Sewer Project taking place within the hamlet of North Creek. This request is to authorize an amendment to the original easement (Liber 7169, page 78) that will allow Niagara Mohawk Power Corp. to install overhead utility facilities, and related appurtenances, within Parcel 66.6-2-6 in accordance with the amended easement documents.

- (c) Previous Resolution Number: NA

- (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

AMENDMENT TO THE GRANT OF EASEMENT

This Amendment to the Grant of Easement (this "Amendment") is made as of the _____ day of _____, 2026 by and between **COUNTY OF WARREN AND TOWN OF JOHNSBURG** having an address and principal place of business at 219 Main Street, North Creek, New York 12853 (the "Grantor"), and **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of a certain parcel of land in the **Town of Johnsburg**, County of **Warren**, State of New York, more particularly described in that certain deed dated **December 11, 2000** and recorded in the **Warren** County Clerk's Office on **December 18, 2000** in Liber **1196** at Page **261** and consists of land described as being part of Tax Parcel No./SBL No. **66.6-2-6** of the County of **Warren**, State of New York, commonly known as **18 Railroad Place** (hereinafter the "Grantor's Land"); and

WHEREAS, Grantee is the owner of certain perpetual rights and easements for electric distribution purposes under, across and upon portions of the Grantor's Land being more particularly described in that certain recorded grant of easement from **County of Warren and Town of Johnsburg** to Niagara Mohawk Power Corporation, dated **September 5, 2025** and **November 5, 2025** and recorded with the **Warren** County Clerk's Office on **December 9, 2025** in Liber **7169** at Page **78** (the "Original Easement"); and

WHEREAS, the parties wish to amend the Original Easement to modify the location and extent of Grantee's easement rights.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements herein, the parties hereto agree as follows:

1. **Location.** The description of the easement described in the Original Easement shall be and is hereby modified so that the "Easement Area" as defined therein shall consist of a portion of the Grantor's Land, the general location of which is shown on the sketch entitled "Work Request # **31073951**, dated **May 6, 2026**" which sketch is attached hereto as Exhibit "A" and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit "A" hereto.
2. **Miscellaneous.** Except as hereby amended in this Amendment, all terms and conditions in the Original Easement shall remain in full force and effect. In the event of any inconsistencies between the Original Easement and this Amendment, the terms of this

Amendment shall control. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. Nothing contained herein shall be construed to amend or modify any of the rights, privileges, or obligations of any other party to any instrument referred to herein.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal on the day and year first above written.

GRANTOR:

COUNTY OF WARREN

By: _____

Name: _____

Title: _____

State of _____)

ss:

County of _____)

On the ____ day of _____ in the year 20____ before me, the undersigned, a Notary Public in and for said state personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Amendment under seal on the day and year first above written.

GRANTOR:

TOWN OF JOHNSBURG

By: _____

Name: _____

Title: _____

Sterling J. Goodspeed
Sterling T. Goodspeed
Supervisor

State of New York)

SS:

County of Warren)

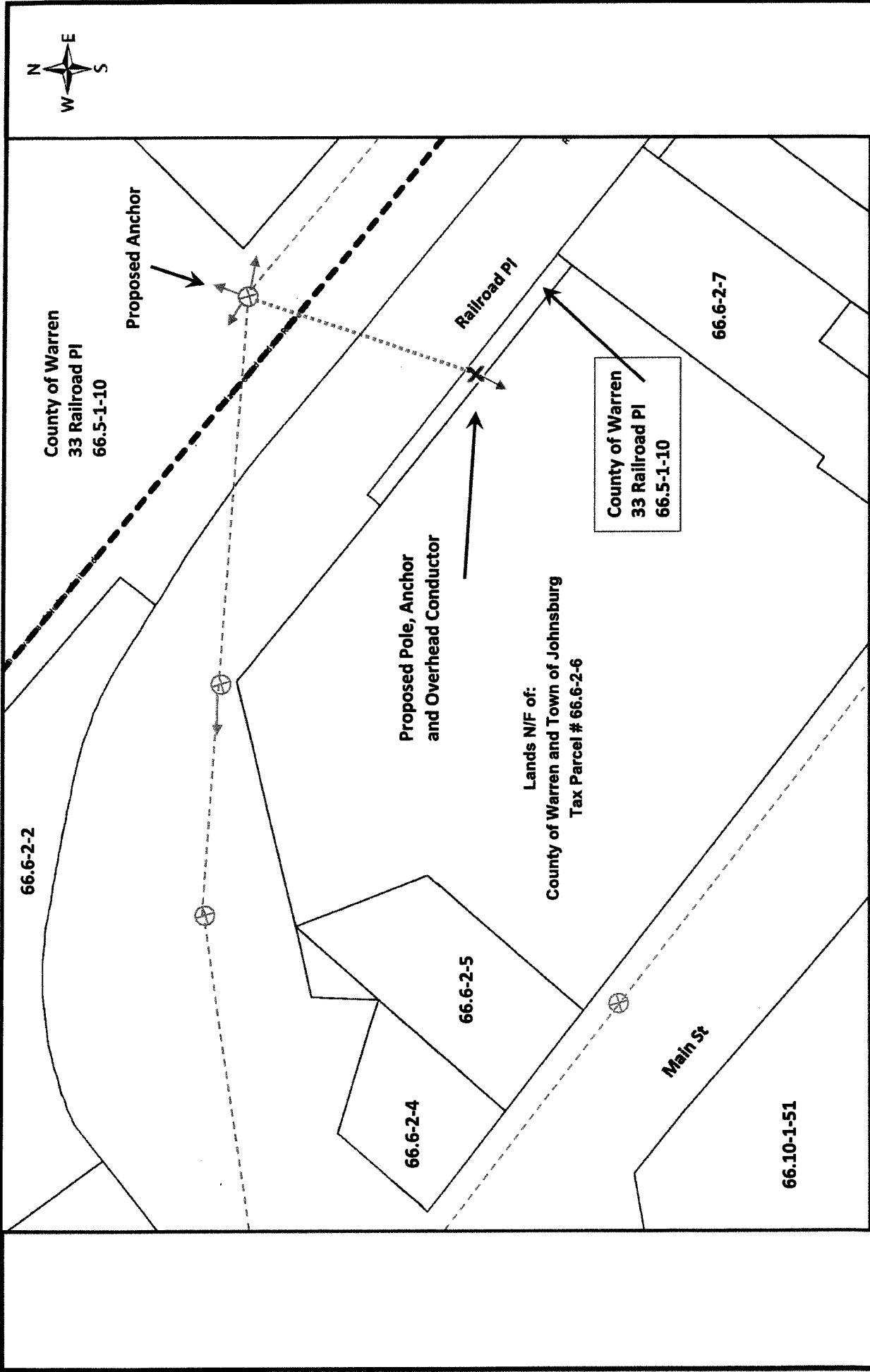
On the 15th day of May in the year 2006 before me, the undersigned, a Notary Public in and for said state personally appeared Sterling J. Goodspeed personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jean M. Comstock
Notary Public

JEAN M. COMSTOCK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6001221
Qualified in Warren County
My Commission Expires 01-05-2030

Exhibit A

Sketch of Easement Area



EASEMENT SKETCH - EXHIBIT A		NOT TO SCALE
DESIGNER: Mike DeCaro DATE: 5/6/2026 WORK ORDER #: 40-25-31073951	County of Warren and Town of Johnsbury 18 Railroad Place Tax Parcel # 66.6-2-6	nationalgrid

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

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

DEPARTMENT NAME: DPW

DATE: 7/22/26

- (a) Purpose of Request: To authorize an easement to the Niagara Mohawk Power Corporation in relation to the Town of Johnsbury Sewer Project.

- (b) Details: This request is to authorize an easement granting Niagara Mohawk Power Corp. the authority to install overhead utility facilities, and related appurtenances within Parcel 66.5-1-10 (33 Railroad Place) in accordance with the easement documents. This utility work is necessary as part of the Town of Johnsbury Sewer Project.

- (c) Previous Resolution Number: NA

- (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

GRANT OF EASEMENT

County of Warren having an address at 1340 State Route 9, Lake George, New York (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as **33 Railroad Place** located in the Town of Johnsbury, County of Warren in the State of New York, identified on the tax maps of the County of Warren, as Section 66.5/Block 1/Lot 10 (SBL# **66.5-1-10**) and pursuant to that certain deed recorded with the County Clerk of the County of Warren in Liber 1010 at Page 142 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **CITIZEN'S TELECOMMUNICATIONS OF NEW YORK, INC. d/b/a FRONTIER COMMUNICATIONS OF NEW YORK** having an address at 137 Harrison Street, Gloversville, New York 12078 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

- a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and
- b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and
- c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and
- d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "**Easement Sketch-Exhibit A, WR# 31073951**", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent

with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20____.

County of Warren

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

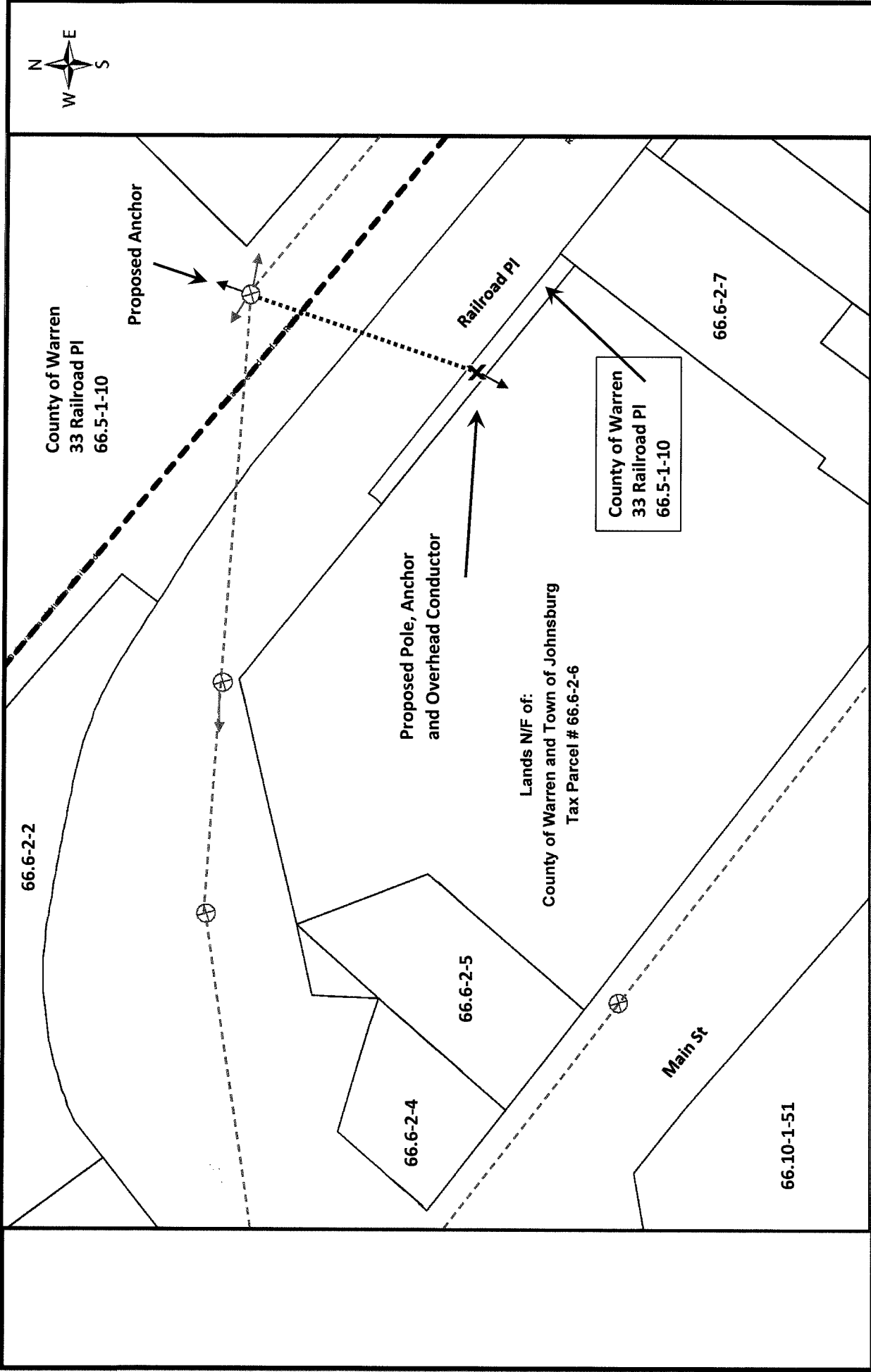
State of _____)
County of _____) ss:

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

RETURN TO:

National Grid
Attention: Tawshay Alexander
Right of Way, Survey & Aviation
1125 Broadway
Albany, New York 12204



EASEMENT SKETCH - EXHIBIT A		NOT TO SCALE
DESIGNER: Mike DeCaro DATE: 5/6/2026 WORK ORDER #: 40-25-31073951	County of Warren 33 Railroad Place Tax Parcel # 66.5-1-10 Town of Johnsbury - County of Warren	national grid

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

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

DEPARTMENT NAME: DPW

DATE: 7/22/26

- (a) Purpose of Request: To authorize an easement to the Town of Johnsbury in relation to the Town of Johnsbury Sewer Project.

- (b) Details: This request is to authorize an easement granting the Town of Johnsbury authority to install and maintain sanitary sewer infrastructure within Parcel 66.5-1-10 (33 Railroad Place) in accordance with the easement documents. The utility work is necessary as part of the Town of Johnsbury Sewer Project.

- (c) Previous Resolution Number: NA

- (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

PERMANENT EASEMENT

DATE OF INDENTURE: _____, 2026

GRANTOR: COUNTY OF WARREN
1340 State Route 9
Lake George, NY 12845

GRANTEE: TOWN OF JOHNSBURG
219 Main Street
North Creek, NY 12853

WITNESSETH

WHEREAS, GRANTOR is the owner of certain lands located at Railroad Place in the Town of Johnsbury, County of Warren and State of New York, which property is further identified by tax map parcel number 66.5-1-10("Premises"); and

WHEREAS, the Town of Johnsbury maintains the North Creek Sewer District located on adjacent parcels, and wishes to extend the collection system to facilitate the connection of adjacent parcels within the sewer district to the service area by installing, maintaining, repairing, replacing, owning and using certain sewer infrastructure that would be placed on/under the Premises.

NOW, THEREFORE, the GRANTOR, in consideration of ONE (\$1.00) DOLLAR lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, release, transfer and convey to the Grantee, its successors and assigns forever, an exclusive permanent easement over a strip of twenty feet in width, centered and running parallel with the installed sewer main, as depicted in Schedule A.

The Town and its heirs, successors and assigns shall have the right to install, use, monitor, test, maintain, repair and/or replace its all sewer infrastructure within the easement area.

The Town and its heirs, successors and assigns may remove from within the boundaries of the permanent easement described herein any obstruction which may interfere with the access to or the installation, repairing, replacing, maintaining or use of said easement areas. However, in the event that the Grantee, its successors and assigns, shall find it necessary to excavate within the boundaries of said permanent easement described herein, or remove obstruction, for the purposes of access to or installing, laying, repairing, replacing, maintaining or use of the improvements or the associated easement areas, or for any other lawful purpose, the Town and its successors, assigns, contractors, employees, agents or servants shall restore or replace, as the case may be, any and all landscaping, utility lines, plantings, trees, light poles, surface and pavements or other appurtenances of the improvements or the specified easement areas.

THIS Easement shall run with the land and be binding on the parties hereto and their respective heirs, successors and assigns.

SUBJECT to any and all enforceable easements, restrictions, and conditions of record.

AND GRANTOR hereby warrants that it has fee simple title in the area of land or property comprising the easement area described herein, and that it has good and lawful right to convey the rights conveyed by this instrument to the Town.

If there is more than one GRANTOR, the words "GRANTOR" used in this deed includes all such GRANTORS.

IN WITNESS OF THIS CONVEYANCE, GRANTOR has hereunto set its hand and seal the day and year first above written.

IN PRESENCE OF

_____(L.S.)

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

On this ____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

