Call to order

Highway

A. Resolutions
   1. Authorizing the modification of the 2019 adopted county budget for Asphalt Paving.
   2. Authorizing the Chairman to enter into an agreement with Barton & Loguidice for the Lake Moraine Culvert design services.
   3. Authorizing the chairman to modify an agreement with Lakelands Concrete Products Inc.
   4. Authorizing the Chairman to enter into an agreement with J&J Crane Services for Lake Moraine Culvert project.
   5. Authorizing the Chairman to execute a settlement claim form.

B. Highway Highlights

C. 2020 Budget Review

Buildings & Grounds

A. Resolutions
   7. Authorizing the Chairman to renew an agreement with Mark Andy Inc. for Central Services equipment annual maintenance.
   8. Authorizing the Chairman to enter into an agreement with King & King Architects for DSS exterior site study.
   9. Authorizing the Chairman to execute Change Orders for ongoing capital projects.
   10. Authorizing the chairman to modify an agreement with King & King Architects for abatement services for HVAC Renovation project.
   11. Authorizing the Chairman to award Bid 19.33 and enter into agreements with GC, HVAC & DDC Control contractors.
   12. Authorizing the Chairman to enter into an agreement with LaBella Associates for incidental asbestos disturbances.
   13. Authorizing the Chairman to modify an agreement with Beebe Construction Services for Fire Training Bldg. project change order.
   14. Authorizing the Chairman to modify an agreement with Knapp Electric for Fire Training Bldg. project change order.

B. Buildings & Grounds Highlight

C. Central Services Monthly Report

D. 2020 Budget Review

Other Committee Business

A. Preferred Agenda

Next meeting: Wednesday, September 25, 2019- Supervisors Large Conference Room

Adjournment
RESOLUTION NO. __________________

AUTHORIZING THE MODIFICATION OF THE 2019 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2019 Adopted County Budget be modified as follows:

<table>
<thead>
<tr>
<th>County Road Fund</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>D5110 Maint. Roads &amp; Bridges Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D511050 547300 Contract Surface Treatment</td>
<td>$755,000</td>
<td>$735,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D5112 Construction Projects Expense</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>D511250 545096 Fenner Road Culvert</td>
<td>$20,125</td>
<td>$8,125</td>
</tr>
<tr>
<td>D511250 547340 Asphalt Paving</td>
<td>308,361</td>
<td>340,361</td>
</tr>
</tbody>
</table>

Control Totals: $1,083,486 $1,083,486

Dated: September 10, 2019

Ron Bono, Chairman
Highway, Buildings & Grounds Committee

John A. Reinhardt, Chairman
Finance, Ways and Means Committee
RESOLUTION NO. ___

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE, D.P.C.

WHEREAS, the Highway, Buildings and Grounds Committee met on August 28, 2019 and authorized entering into an agreement with Barton & Loguidice, D.P.C. for services to review the Lake Moraine Culvert Replacement Plans, generate a design memorandum for file and provide a NYS PE Stamp on the construction drawings; and

WHEREAS, the Barton & Loguidice, D.P.C. proposes to complete these services on a lump sum basis for a total of $3,500 with the term of agreement being from September 10, 2019 through December 31, 2019;

WHEREAS, the cost for services has been appropriated in the 2019 County Road Fund Budget using Org D511250 Object 545089;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to enter into an Agreement on behalf of the County of Madison with Barton & Loguidice, D.P.C. in the form as is on file with the Clerk to the Board.

Dated: September 10, 2019

Ronald Bono, Chairman,
Highway, Buildings and Grounds Committee
MADISON COUNTY

CONTRACT FOR ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER

THIS CONTRACT FOR ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER (the "Contract") is made and entered into by MADISON COUNTY, a municipal corporation organized and existing under the laws of the State of New York and having its principal place of business at the County Office Building, Wampsville, New York 13163 (the "Owner")

BARTON & LOGUIDICE, D.P.C., 443 Electronics Parkway, Liverpool, NY 13088 (the "Engineer"). This Contract is executed under seal and shall be effective on the date executed by the last party to execute it.

The engineering services required by this Contract are to be rendered for the review of culvert replacement plans, generating a design memorandum for file and providing a NYS PE stamp for the REPLACEMENT OF A CULVERT ON LAKE MORaine RD OVER A CHENANGO CANAL FEEDER, TOWN OF MADISON, MADISON COUNTY.

The Proposal for Engineering Services submitted by Barton & Loguidice, D.P.C. is included in this contract on page 12. The Standard Terms and Conditions for Professional Engineering Services provided by Barton & Loguidice, D.P.C. is included in this contract on page 13.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Engineer agree:

1.
against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney’s fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.

3.

PAYMENTS

For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Engineer shall be paid as follows:

A. The Engineer shall be paid for those services required by this Contract on a lump sum basis for a total of **THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($3,500.00)**.

B. In addition to the payments provided for hereinafore, the Engineer shall be entitled to receive payment for reasonable expenses incurred by the Engineer in connection with the Project. Such expenses, however, are limited to transportation, long-distance calls, actual cost of copying and postage or other reasonable mode of transmission of plans, specifications and other writings or things, and any and all other disbursements made by the Engineer after first receiving written authorization therefor from the Owner;

C. If the Engineer's duties, obligations and responsibilities are materially changed through no fault of the Engineer after execution of this Contract, compensation due to the Engineer shall be equitable adjusted, either upward or downward;

D. As a condition precedent for any payment due under this Paragraph 3, the Engineer shall submit monthly, unless otherwise agreed in writing by the Owner, an invoice to the Owner requesting payment for services properly rendered and expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to Subparagraph 3(B) or 3(D) hereinafore, and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the Owner may require. If payment is requested for services rendered by the Engineer pursuant to Subparagraph 3(A) hereinafore, the invoice shall additionally reflect the allocations as provided in said Subparagraph and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Engineer covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Engineer that payment of any portion thereof should be withheld. Submission of the
C. The Owner shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;

D. As may be mandated by law or called for by the Construction Contract, the Owner shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Engineer herein), filings, studies or reports;

E. In the event the Owner learns of any failure to comply with the Construction Contract by the Contractor, or of any errors, omissions or inconsistencies in the work product of the Engineer, and in the further event that the Engineer does not have notice of same, the Owner shall inform the Engineer;

F. The Owner shall afford the Engineer access to the Project site and to the work as may be reasonably necessary for the Engineer to properly perform its services under this Contract;

G. The Owner shall perform its duties set forth in this Paragraph 5 in a timely manner;

H. Except for documents requiring the Owner's decision as set forth in Subparagraph 5(B) above, the Owner's review of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's Criteria as, and if, modified. No review of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

6. APPLICABLE LAW

The law applicable to this Contract is hereby agreed to be the law of the State of New York.

7. SUCCESSORS AND ASSIGNS

The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.
the operations performed by the Engineer referring to this Project, completed operations, and products liability with limits as follows:

a. Bodily injury
   i. $1,000,000 each person
   ii. $1,000,000 each occurrence
   iii. $2,000,000 aggregate

b. (and) Broad form property damage liability, including coverage for X-C-U hazards of explosion, collapse and damage to underground property with limits as follows:
   i. $1,000,000 each occurrence
   ii. $2,000,000 aggregate

c. (or) Combined Single Limits
   i. $1,000,000 each occurrence
   ii. $2,000,000 aggregate

4. Automobile liability insurance covering owned, non-owned and hired vehicles, with limits as follows:
   a. Property damage and bodily injury
      i. $1,000,000 combined single limit

5. Umbrella Liability with limits as follows:
   i. $5,000,000 each occurrence

The Engineer shall deliver to the Owner in duplicate one or more certificates of insurance issued by the Engineer's respective insurance carriers prior to the commencement of services under this Contract. Each certificate of insurance shall expressly identify the Owner as the certificate holder, and with respect to the coverage's listed in Subparagraphs 3, 4, and 5 above, shall expressly name the Owner as an additional insured. The Engineer's liability insurance policies shall be primary insurance ahead of any insurance carried by the Owner. A certified copy of all required insurance policies with evidence of additional insured and primary insurance status shall be submitted
have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.
Engineer Agreement continued

DATED: ____________

By: ___________________________

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

On the day of ____________________, 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, State of New York
Appointed in ______________ County
My Commission Expires:

______________________________
Notary
C. Engineer retains the right to interpret any contract or assignment responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and each contractor.

D. Owner shall provide and shall be responsible for any changes, modifications, or eliminations of any Contractor's Subcontracts, Subcontracts, or any of any other agent's employees or of any other persons (except Owner's own agents, employees, and Consultants) at the site of or otherwise furnish or perform any Work, or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineers are instruments of service, and Engineers retain an ownership and property interest (including the copyright and the right of remuneration) in each document, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or enforcement in special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineers pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to the design of a Hazardous Environmental Condition, or to its elimination or containment, or to the Hazardous Environmental Condition, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Logan under this Agreement DO NOT INCLUDE advice or recommendations with respect to the nature, structure, timing, scope, or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts, investment strategies, any opinion, advice, information or recommendations provided by Barton & Logan are not intended by the parties to this Agreement to be advice or any form of advice, and are not to be taken as such. Barton & Logan is not a "municipal advisor" as defined by 15 U.S.C. §§ 77(e)(4) on the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

I. Dispute Resolution

Owens and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any dispute to arbitration in accordance with the rules of the American Arbitration Association.

J. Accrual of Claims

All causes of action between the parties to this Agreement including those accruing prior to, arising out of, or in any other respect connected with, the Project or the work performed thereunder shall be subject to the Agreement and shall be governed by the laws of the State of California.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes any written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order or amendment thereto, the provisions of this Agreement shall control. This Agreement may be amended, supplemented, modified, or canceled by a duly executed written instrument.
RESOLUTION NO. __________

AUTHORIZING THE CHAIRMAN TO MODIFY AN AGREEMENT WITH LAKELANDS CONCRETE PRODUCTS INC. FOR LAKE MORAINENPRE-CAST CONCRETE BOX CULVERT REPLACEMENT IN THE TOWN OF MADISON

WHEREAS, at the July 9, 2019 Board of Supervisors Meeting, Resolution #19-373 was approved to enter into a contract with Lakelands Concrete Products Inc. for Lake Moraine Pre-Cast Concrete Box Culvert Replacement in the Town of Madison; and

WHEREAS, there is potential that the project will not be completed during the 2019 construction season and will need to be extended into the 2020 construction season; and

WHEREAS, the cost for services has been appropriated in the 2019 County Road Fund Budget and will be appropriated in the 2020 County Road Fund Budget using Org. D5111250 Object 545089;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into a modified Agreement on behalf of the County of Madison with Lakelands Concrete Products Inc., in the form as is on file with the Clerk of the Board.

Dated: September 10, 2019

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee
MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 10th day of September, 2019 by and between the County of Madison, a municipality of the State of New York, whose mailing address is PO Box 635, Wampsville, NY 13163, by John M. Becker, Chairman, Madison County Board of Supervisors, hereinafter called the “County” and Lakeland Concrete Products Inc., having its office and principal place of business at 7520 E. Main Street, Lima, NY 14485, hereinafter call the “Contractor”;

WITNESSETH:

WHEREAS, the County and Contractor entered into an Agreement dated the 9th day of July, 2019, (hereinafter “Services Agreement”) for the provision of certain services to the County, as more fully set forth therein, but described generally as follows:

Design and Manufacture of Pre-Cast Box Unit and Wingwall Unit (including Footing) and Delivery and Post Tensioning of the Lake Moraine Pre-Cast Concrete Box Culvert Replacement in the Town of Madison; and

WHEREAS, by its terms, such Services Agreement expires the 30th day of September, 2019, and the parties hereto are now desirous of modifying the same to provide for the extension thereof; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) The paragraph of Services Agreement denominated “TERMS”, presently providing that such Agreement shall terminate on the 30th day of September, 2019, is hereby modified to provide that such Services Agreement shall terminate on the 30th day of June, 2020.

2) All of the other terms, conditions and provisions of the Services Agreement, including all additional terms of the paragraphs denominated “TERMS” and “COMPENSATION”, shall remain unchanged and in full force and effect, and the parties hereto do hereby ratify and affirm, as modified, extended and amended by the provisions of this Modification and Extension Agreement, ratify and affirm the Services Agreement, its terms and provisions.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF MADISON

DATED: _____________ By: _____________________
John M. Becker
Chairman, Board of Supervisors

STATE OF NEW YORK )
COUNTY OF MADISON )

On the _____ day of ______, 20___, before me, the undersigned, personally appeared John M. Becker, 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, State of New York
Appointed in _____________ County
My Commission Expires:

Notary

STATE OF NEW YORK )
COUNTY OF MADISON )

On the ___ day of ______________, 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, State of New York
Appointed in _____________ County
My Commission Expires:

Notary
RESOLUTION NO. __________

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH J & J CONSTRUCTION AND RIGGING INC. FOR CRANE SERVICES FOR THE LAKE MORaine ROAD CULVERT PROJECT

WHEREAS, written quotes were received for crane services for the Lake Moraine Road Culvert Project, Bid 1928, and reviewed by the Highway Buildings and Grounds Committee on August 28, 2019; and

WHEREAS, the low price for services is as follows;

J & J Construction and Rigging Inc. – estimated $5,000.00 including one day services and counterweights with the potential for additional costs of overtime at $375 per hour or an additional $3,000 for a second day; and

WHEREAS, the above cost includes setting precast structures for the Lake Moraine Road Culvert Project; and

WHEREAS, there is potential that the project will not be completed during the 2019 construction season and will need to be extended into the 2020 construction season; and

WHEREAS, the cost for services has been appropriated in the 2019 County Road Fund Budget and will be appropriated in the 2020 Budget using Org. D511250 Object 545089;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an Agreement on behalf of the County of Madison with J&J Construction and Rigging Inc., in the form as is on file with the Clerk of the Board.

Dated: September 10, 2019

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee
RESOLUTION NO. _____

AUTHORIZING THE CHAIRMAN TO EXECUTE A SETTLEMENT CLAIM FORM

WHEREAS, the County of Madison was notified by mail on August 12, 2019, of the Legal Notice by Order of the United States District Court for the Northern District of Illinois of the Navistar Maxxforce Engine Settlement in regards to owned or leased vehicles with defective EGR emission systems; and

WHEREAS, the County of Madison currently owns two vehicles as outlined in this proposed settlement agreement, specifically 2012 model year vehicles equipped with MaxxForce 13-liter engines; and

WHEREAS, the County reported this proposed settlement to Claims Administrator, L.G. Boucher, on August 19, 2019; and

WHEREAS, L. G. Boucher, in their capacity of Claims Administrator, reviewed said Settlement Notice from Navistar, Inc. and Navistar International Corporation; and

WHEREAS, the proposed settlement creates a common fund to pay approved claims from Class Members; and

WHEREAS, Navistar, Inc. and Navistar International Corporation is requiring the County of Madison submit a Claim Form in order to qualify as a Class Member and same has been reviewed by Madison County's legal counsel; and

WHEREAS, the Highway, Buildings and Grounds Committee and the Government Operations Committee have reviewed and approved the execution of the Claim Form with regard to same;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors be and hereby is authorized to execute a Claim Form with regard to the settlement claim.

Dated: September 10, 2019

Ronald C. Bono, Chairman
Highway, Buildings and Grounds Committee

Daniel S. Degear, Chairman
Government Operations Committee
NAVISTAR MAXXFORCE ENGINE SETTLEMENT

If you owned or leased a 2011-2014 model year vehicle equipped with a MaxxForce 11- or 13-liter engine, you could get a payment from a class action settlement. Depending on your months of ownership or lease, you may be entitled to up to $2,500 cash per class vehicle, up to a $10,000 rebate for a new heavy-duty truck, or up to $15,000 as reimbursement for certain proven costs.


A proposed settlement has been reached in a lawsuit against Navistar, Inc. and Navistar International Corporation (the "Defendants"). The lawsuit claimed that Defendants sold or leased vehicles equipped with a defective EGR emissions system and that if Named Plaintiffs had known of the defect, they would not have purchased or leased their vehicles or would have paid less for them. Defendants deny these allegations. The Settlement resolves the case and provides benefits to Class Members who do not exclude themselves, including payments to Class Members who submit valid claims. This notice is only a summary. For more information, visit www.MaxxForce11and13.com or call 1-833-222-1176.

Who is included? You may be a Class Member if you owned or leased a 2011-2014 model year vehicle equipped with a MaxxForce 11- or 13-liter engine certified to meet EPA 2010 emissions standards without selective catalytic reduction technology, provided the vehicle was purchased or leased in any of the fifty States, the District of Columbia, Puerto Rico, or any other United States territory or possession.

What can I get? The proposed Settlement creates a common fund of $135 million to pay approved claims from Class Members. For each Class Vehicle, you may elect only one option. The Cash Option provides a payment based on months of ownership/lease up to $2,500 per Class Vehicle. The Rebate Option provides a rebate based on months of ownership/lease up to $10,000 per Class Vehicle toward a new Navistar Class 8 heavy-duty truck (maximum of 10 rebates). The Individual Proof-Up Option will reimburse a Class Member for up to $15,000 of proven Covered Costs. You must submit a Claim Form by May 11, 2020, to qualify for a payment. A Claim Form is attached to this Notice, but you may also file a claim online at www.MaxxForce11and13.com. If you have any questions about the Claim Form or how to file a claim, call 1-833-222-1176 or email info@MaxxForce11and13.com.

What are my options? You can file a claim by May 11, 2020, exclude yourself by October 10, 2019, or object to the Settlement by October 10, 2019. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court’s orders and judgments and will release your claims against Defendants, even if you do not file a claim. For information on how to exclude yourself, object, or file a claim, visit www.MaxxForce11and13.com or call 1-833-222-1176. The Court will hold a Final Approval Hearing on November 13, 2019 to decide whether to approve the Settlement. You may attend this hearing, but you don’t have to. The time and date of this hearing may change without further notice to the Class, so please check the website for updates.

What happens next? The Court, located in Chicago, IL, will hold a hearing on November 13, 2019 at 10:00 a.m. to decide whether to approve the Settlement, including how much to pay Co-Lead Class Counsel for their work in representing the Class (up to $40 million to be paid out of the Cash Fund) and what Service Award, if any, should be given to the Named Plaintiffs. Named Plaintiffs will ask the Court to award $25,000 for each of the Named Plaintiffs remaining in the lawsuit. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice to the Class. Please check www.MaxxForce11and13.com for updates.

Who represents me? The Court has appointed Jonathan D. Selbin of Lieff Cabraser Heimann & Bernstein, LLP, Adam J. Levitt of DiCello Levitt Gutzler LLC, and William M. Aulet of Aulet & Partners LLP to represent you and other Class Members. Together, the lawyers are called Co-Lead Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Lieff Cabraser Heimann & Bernstein may be contacted at 250 Hudson St, 8th Floor, New York, NY 10013 or (212) 355-9500. Contact Information for the other Co-Lead Class Counsel is provided in the Long Form Notice and at www.MaxxForce11and13.com.


CLAIM FORM

INSTRUCTIONS: You can submit this form by mail or file claims online at www.MaxxForce11and13.com. The deadline to submit or postmark a claim is May 11, 2020.

Mail claims and supporting documentation to:

In re Navistar MaxxForce Engine Settlement
c/o JND Legal Administration
PO Box 91317
Seattle, WA 98111

Please read the Class Notice (available at www.MaxxForce11and13.com) regarding the Settlement carefully before filling out this form. Terms in this Claim Form are defined in the Class Notice and the Settlement Agreement, both of which are available at the Settlement Website or by calling 1-833-222-1176 or emailing info@MaxxForce11and13.com. Please also review the instructions on page three before proceeding. Note that you may choose only one option for compensation for each Class Vehicle that you owned or leased. If multiple options are selected, or your claim is not accompanied by the required documentation, your claim may be rejected.

I. CLAIMANT CONTACT INFORMATION

Full Name

Mailing Address – Line 1

Mailing Address – Line 2 (if Applicable)

City

State

Zip Code

Telephone Number

Email Address

II. VEHICLE INFORMATION

If you owned or leased more than one Class Vehicle, complete and attach an additional page for each Class Vehicle.

<table>
<thead>
<tr>
<th>Vehicle Identification Number (VIN)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Model Year</td>
<td>Vehicle Model</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Are you the original owner or lessee? □ YES / □ NO

If you leased the Class Vehicle, provide the name of the owner/lessor

Do you still own or lease your vehicle? □ YES / □ NO

<table>
<thead>
<tr>
<th>Date purchased/leased (MM/YYYY)</th>
<th>Date sold/lease terminated (MM/YYYY)</th>
</tr>
</thead>
</table>

INSTRUCTIONS

Supporting documentation is required for ALL claims. Different kinds of documentation are required depending on the option you select, as explained below. Contact the Settlement Administrator at 1-833-222-1176 or info@MaxxForce11and13.com with any questions about completing this Claim Form.

SUPPORTING DOCUMENTATION IS REQUIRED FOR ALL CLAIMS.

For all claims, you must produce documentation that you purchased or leased your Class Vehicle(s) in the United States. If you choose the Cash Option or Rebate Option, you must also submit documentation proving the time period during which you owned or leased the Class Vehicle. This documentation could include the following: vehicle title, vehicle purchase agreement, vehicle lease agreement, dealer invoice, insurance documentation, financing documentation, or vehicle registration documents sufficient to identify the time period that you have been or were the owner or lessee of the Class Vehicle. If you choose the Individual Prove-Up Option, you must submit documentation of Covered Events and subsequent Covered Costs.

OPTIONS FOR COMPENSATION

Class Members who submit timely claims along with the required documentation may be entitled to monetary compensation for each Class Vehicle. Before filing your claim, you may view preliminary calculations of the amount you might receive under the Cash Option or Rebate Option at www.maxxforce11and13.com/claim. You may then file claims online or by mail.

Review the three options for compensation below and decide which option you prefer for each Class Vehicle you owned or leased. You may choose only one option for each Class Vehicle. Once you have chosen the best option for you, complete the Options for Compensation section of this Claim Form. If you owned or leased more than one Class Vehicle, complete and attach additional pages for each vehicle.

If you leased a Vehicle from Navistar for more than 30 days, you will recover on the same terms as Class Vehicle owners. If you leased a Vehicle for 30 days or less, you are not a Class Member, but the owner of the Vehicle may submit a claim for the period of the lease. If you leased a Vehicle from a party other than Navistar for more than 30 days, both you and the owner are each eligible for half of the Cash or Rebate Options for the period of the lease. As an alternative, the lessor and/or lessee may instead each select the Prove-Up Option.

Option 1 – Cash Option:

If you select the Cash Option, you will receive a payment based on months of ownership or lease up to $2,500 per Class Vehicle. Each demonstrated month of ownership/lease is eligible for the listed amounts, subject to certain limitations.

<table>
<thead>
<tr>
<th>Model Year</th>
<th>Monetary Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>$26.59/month</td>
</tr>
<tr>
<td>2012</td>
<td>$29.07/month</td>
</tr>
<tr>
<td>2013</td>
<td>$33.33/month</td>
</tr>
<tr>
<td>2014</td>
<td>$39.06/month</td>
</tr>
</tbody>
</table>

Option 2 – Rebate Option:

If you select the Rebate Option, you will receive a rebate worth up to $10,000 per Class Vehicle based on months of ownership or lease. The rebate may be applied toward the purchase of a new Navistar Class 8 heavy-duty truck. Each demonstrated month of ownership/lease is eligible for the listed rebate amounts, subject to certain limitations.

<table>
<thead>
<tr>
<th>Model Year</th>
<th>Monetary Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>$106.36/month</td>
</tr>
<tr>
<td>2012</td>
<td>$116.28/month</td>
</tr>
<tr>
<td>2013</td>
<td>$133.32/month</td>
</tr>
<tr>
<td>2014</td>
<td>$156.24/month</td>
</tr>
</tbody>
</table>

The rebates are deducted from the best negotiated retail purchase price (not including sales tax or delivery fees) and are in addition to any other applicable promotion, rebate, or discount then in effect at the time of purchase and for which both the purchase and the purchaser would otherwise qualify. The rebates will expire 18 months after the date that the rebate certificates are sent to qualifying Class Members. The rebate is not transferable and not stackable. No Class Member may select the Rebate Option for more than ten Class Vehicles.

**Option 3 – Individual Prove-Up Option**

For each Class Vehicle a Class Member owned or leased, a Class Member may seek to prove up to $15,000 per truck for documented Covered Costs incurred as a result of a Covered Event. Covered Costs and Covered Events are defined below. Each claim must be supported by reasonable contemporaneous or third-party documentation supporting the occurrence of the Covered Event and the amount of damages suffered as a result.

A Covered Event is (1) a service event for repair or replacement of a Primary Component; or (2) a service event for repair or replacement of a Secondary Component that occurs within 30 days of a service event for repair or replacement of a Primary Component. Covered Events do not include service events where the repair or replacement of a Primary Component was provided for by an Authorized Field Change or Misbuild Investigation Notice.

<table>
<thead>
<tr>
<th>Primary Components</th>
<th>Secondary Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>EGR Cooler</td>
<td>Lambda Sensor</td>
</tr>
<tr>
<td>EGR Valve</td>
<td>Oxygen Sensor</td>
</tr>
<tr>
<td></td>
<td>Oil Centrifuge</td>
</tr>
<tr>
<td></td>
<td>Valve/Seat (Intake) and Valve/Seat (Exhaust)</td>
</tr>
<tr>
<td></td>
<td>Valve Bridge</td>
</tr>
<tr>
<td></td>
<td>Cylinder Head (when accompanied by a Valve/Seat (Intake) and Valve Bridge repair)</td>
</tr>
<tr>
<td></td>
<td>Turbochargers</td>
</tr>
<tr>
<td></td>
<td>Total Engine Replacement or Rebuild (must show a Turbochargers failure)</td>
</tr>
<tr>
<td></td>
<td>Diesel Particulate Filter</td>
</tr>
<tr>
<td></td>
<td>DOC/Pre-DOC</td>
</tr>
</tbody>
</table>

Covered Costs are any of the following costs that (1) were actually incurred as a result of a Covered Event, (2) are established by reasonable contemporaneous or third-party documentation, and (3) for which the Class Member has not already been compensated: actual repair costs, including parts, labor, and towing; rental trucks; lost revenue (from a particular load lost at the time of the Covered Event); travel costs (hotel, airfare, meals, etc.); employee wages (limited to five days); permits; and loading/unloading. There are mileage limits on parts and labor recovery. Parts and labor incurred as a result of a Covered Event that occurred when the Class Vehicle had between 500,001 miles and 1,000,000 miles are capped at seven-thousand five-hundred dollars ($7,500). Please review the Settlement Terms and FAQs at www.MaxxForce11and13.com for additional details or call toll-free 1-833-222-1176. All costs not listed above are excluded and will not be compensated.

III. COMPENSATION SELECTION

Select ONE of the following options for compensation for this truck. For details regarding these options, see *Options for Compensation* on pages three and four.

☐ CASH Option  ☐ REBATE Option  ☐ PROVE-UP Option

If you choose the PROVE-UP option, please itemize your claimed Covered Costs below. NOTE: Be sure to include supporting documentation. If there is not enough room below, please copy this and attach additional sheets as necessary.

<table>
<thead>
<tr>
<th>Covered Event</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Cost</td>
<td>Amount</td>
</tr>
<tr>
<td>Name of Person Paid (e.g., dealership, repair shop, etc.)</td>
<td>Date of Payment (mm/dd/yyyy)</td>
</tr>
<tr>
<td>Phone Number of Person Paid (e.g., dealership, repair shop, etc.)</td>
<td></td>
</tr>
<tr>
<td>Address of Person Paid (e.g., dealership, repair shop, etc.)</td>
<td></td>
</tr>
</tbody>
</table>
IV. CLAIM CERTIFICATION & RELEASE

To obtain compensation under the Settlement, you must attest to the following certification:

I have received notice of the Settlement, and I submit this Claim Form under the terms of the Settlement. I acknowledge that I am bound by any Court judgment that may be entered in this lawsuit and, upon the Effective Date of the Settlement, will release claims against Navistar as set forth in the Settlement Agreement. I submit to the jurisdiction of the United States District Court for the Northern District of Illinois with regard to my claim and for purposes of enforcing the release of claims. I acknowledge that all claims are subject to investigation, and any false claims may be subject to legal action. I verify under penalty of perjury that the following information is true and correct:

1. I am a member of the Settlement Class or the authorized representative of an entity that is a member of the Settlement Class.

2. If I am choosing the option to prove up additional damages, I or the entity I represent actually suffered the described Covered Costs and have not previously received reimbursement for those Covered Costs.

3. If I am choosing the option to prove up additional damages, I certify the oil and filters were regularly changed on the Class Vehicle identified in Section III within the timeframes recommended by Navistar.

Signature of Claimant

Date
RESOLUTION NO. __________

DESIGNATING DISPOSAL OF OBSOLETE AND/OR SURPLUS COUNTY PERSONAL PROPERTY

WHEREAS, in accordance with Madison County Purchasing Policy and Procedures, certain County personal property is required to be declared obsolete and/or surplus by the Board of Supervisors before disposal; and

WHEREAS, the current County personal property waiting obsolete and/or surplus designation is listed below;

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors declares the list of said items as obsolete and/or surplus.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DEPARTMENT</th>
<th>MILEAGE</th>
<th>CONDITION</th>
<th>DESIGNATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>BM702 - 2008 Chevrolet 3500 Stake Rack</td>
<td>Facilities</td>
<td>34,954</td>
<td>Good</td>
<td>Surplus</td>
</tr>
<tr>
<td>CA600 - 1976 Shipment Trailer</td>
<td>Consumer Aff.</td>
<td>n/a</td>
<td>Good</td>
<td>Surplus</td>
</tr>
<tr>
<td>EM660 - 2008 Ford F250</td>
<td>Emergency Mgmt</td>
<td>148,846</td>
<td>Good</td>
<td>Surplus</td>
</tr>
<tr>
<td>SH8322 - 2015 Ford Taurus</td>
<td>Sheriff</td>
<td>64,776</td>
<td>Good</td>
<td>Surplus</td>
</tr>
<tr>
<td>SH7441 - 2013 Ford Taurus</td>
<td>Sheriff</td>
<td>106,619</td>
<td>Good</td>
<td>Surplus</td>
</tr>
<tr>
<td>WAM0828 - 2015 Chevrolet Silverado 3500</td>
<td>Highway</td>
<td>26,146</td>
<td>Fair</td>
<td>Surplus</td>
</tr>
<tr>
<td>WAM109 - 2011 Chevrolet Silverado 3500HD</td>
<td>Highway</td>
<td>36,248</td>
<td>Good</td>
<td>Surplus</td>
</tr>
<tr>
<td>WAM124 - 1994 Chevrolet 3500 Stake Rack</td>
<td>Highway</td>
<td>68,007</td>
<td>Fair</td>
<td>Surplus</td>
</tr>
<tr>
<td>WAM1536 - 2015 Chevrolet Silverado 2500HD</td>
<td>Highway</td>
<td>45,437</td>
<td>Good</td>
<td>Surplus</td>
</tr>
<tr>
<td>WAM4429 - 2015 Chevrolet Silverado 1500</td>
<td>Highway</td>
<td>15,742</td>
<td>Good</td>
<td>Surplus</td>
</tr>
</tbody>
</table>

Dated: September 10, 2019

Yvonne Nirelli, Chairwoman
Administration and Oversight Committee
Highway Highlights August 28, 2019

1. Chip Seal work is complete.

2. Morrisville Highway Shop project we mowed and brush hogged. Also removed a few trees for access by the well driller and soil boring crew.

3. Asphalt Shimming is still ongoing for parts of Oxbow road, Earlville road, and Ingalls Corners road.

4. Completed the asphalt for EM training Facility Parking lot.

5. Canastota Trail project paving is close to finished, and drainage is complete.

6. Morrisville has been jetting and cleaning many culverts and ditching.

7. The Thruway is behind schedule with their work on the Canal Road Bridge.

8. The bridge crew completed the Rail Trail between the County Jail and North Court Street.

9. Fenner Road Culverts were completed. The road reopened August 14th.

10. Guiderail repair and installation work was completed at various locations.

11. North road in the Town of Sullivan is being widened and we are completing some drainage improvements to accommodate pedestrians and bicyclists. This is part of a project segment that includes some of Bridgeport/Kirkville road. The AutoFlagger system was utilized and is working well.
## Proposed 2020 Budget Summary

**Department**

<table>
<thead>
<tr>
<th>Department*</th>
<th>Provide bottom line net cost changes across all cost centers and attach justification of changes. Bring a detailed budget proposal to budget hearing.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicles</th>
<th>Vehicles Net Increase ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service vehicle in Morrisville</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Positions/Promotions</th>
<th>New Position Net Increase Including fringe ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Motor Equipment Operator</td>
<td>1 Heavy Equipment Operator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Program increase/decrease (greater than $50K)</th>
<th>Program Net increase/decrease (§)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CW Streambank Stable &amp; Restore</td>
<td>Decrease $88,199</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Program increase/decrease (greater than $50K)</th>
<th>Program Net increase/decrease (§)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D5110 Maintenance Due to Chip Seal Cost Estimate</td>
<td>Decrease $77,188</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Program increase/decrease (greater than $50K)</th>
<th>Program Net increase/decrease (§)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D5112 Construction Projects Due to Superstructure replacement</td>
<td>Increase $151,298</td>
</tr>
</tbody>
</table>
Due to Salt and Town Contract Increase $194,208

Account Capital Bridge Projects for 2 Bridge Replacements Increase $1,387,500

Program Name

Program Name

Program Name

Program Name

Program Name

Program Name

https://www.madisoncounty.ny.gov/FormCenter/Print?formID=74&Preview=YES&Save=... 8/23/2019
<table>
<thead>
<tr>
<th>Program Name</th>
<th>Program Net Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(S)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Program Net Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(S)</td>
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</tbody>
</table>

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</thead>
<tbody>
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<td></td>
<td>(S)</td>
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</tbody>
</table>

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<td>(S)</td>
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</thead>
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<td>(S)</td>
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<td>(S)</td>
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</tbody>
</table>

https://www.madisoncounty.ny.gov/FormCenter/Print?formID=74&Preview=YES&Save=... 8/23/2019
<table>
<thead>
<tr>
<th>Major Program increase/decrease (greater than $50k)</th>
<th>Program Net increase/decrease ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program Name</strong></td>
<td></td>
</tr>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Major Program increase/decrease (greater than $50k)</strong></td>
<td><strong>Program Net increase/decrease ($)</strong></td>
</tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Major Capital/Equipment Improvement (greater than $50K)</th>
<th>Improvement Net Increase ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM5130 Road Machinery Dirt Roller</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>DM5130 Road Machinery Asphalt Roller</td>
<td>$134,000</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>DM5130 Brush Hog Tractor</td>
<td>$130,000</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>DM5130 Asphalt Recycler</td>
<td>$80,000</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>DM5130 Sewer Jet</td>
<td>$51,000</td>
</tr>
</tbody>
</table>

https://www.madisoncounty.ny.gov/FormCenter/Print?formID=74&Preview=YES&Save=... 8/23/2019
<table>
<thead>
<tr>
<th>Major Capital/Equipment Improvement (greater than $50K)</th>
<th>Improvement Net Increase ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name Improvement</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Total Increase Across All Cost Centers ($)*

$242,753 +$1,387,500

Justification *
Summary 2020.xlsx
Attach document justifying changes.

Electronic Signature Agreement
By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

Electronic Signature*  Date*
F. Joseph Wisinski  8/23/2019
### 2020 Proposed Highway Budget Summary

#### 2020 Budget Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>2020 Expenses</th>
<th>2019</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Garage</td>
<td>$299,200</td>
<td>$387,399</td>
<td>-30%</td>
</tr>
<tr>
<td>Administration</td>
<td>$348,286</td>
<td>$342,910</td>
<td>+1%</td>
</tr>
<tr>
<td>Engineering</td>
<td>$90,897</td>
<td>$97,684</td>
<td>-7%</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$4,016,546</td>
<td>$4,093,734</td>
<td>-2%</td>
</tr>
<tr>
<td>Const Projects</td>
<td>$1,452,044</td>
<td>$1,300,746</td>
<td>+11%</td>
</tr>
<tr>
<td>CHIPS</td>
<td>$3,811,592</td>
<td>$3,811,592</td>
<td>0%</td>
</tr>
<tr>
<td>Co Snow</td>
<td>$3,389,639</td>
<td>$3,195,431</td>
<td>+6%</td>
</tr>
<tr>
<td>State Snow</td>
<td>$638,575</td>
<td>$598,654</td>
<td>+6%</td>
</tr>
<tr>
<td>Co Rd Emp Benefits</td>
<td>$1,925,850</td>
<td>$1,917,823</td>
<td>+0.1%</td>
</tr>
<tr>
<td>Rd Machinery Emp</td>
<td>$3,769,109</td>
<td>$3,753,238</td>
<td>+0.4%</td>
</tr>
<tr>
<td>Rd Machinery Emp</td>
<td>$213,216</td>
<td>$212,990</td>
<td>+0.3%</td>
</tr>
</tbody>
</table>

**Total**  
$19,954,954 | $19,712,201  
**Diff.**  
1.23%  

- 8.2% if additional H Account is funded.
RESOLUTION NO. ________

AUTHORIZING THE CHAIRMAN TO RENEW AN AGREEMENT WITH MARK ANDY INC.

WHEREAS, Madison County Central Services Department has a need for the maintenance of the offset machine and other related equipment; and

WHEREAS, Madison County currently has an agreement in place with Mark Andy Inc. and it is necessary to renew at this time; and

WHEREAS, Presstek, LLC will provide maintenance services to the Central Services machines at a cost of $4,135 annually commencing September 1, 2019 and expiring August 31, 2020; and

WHEREAS, the Highway, Buildings and Grounds Committee have reviewed and recommends renewing the agreement with Mark Andy Inc. for this service;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to renew an agreement with Mark Andy Inc. A copy of which is on file with the Clerk of the Board.

Dated: September 9, 2019

_________________________________________
Ronald Bono, Chairman
Highway, Buildings and Grounds Committee
Equipment Location:
MADISON COUNTY PRINTING DEPT - NY 42471 001
138 NORTH COURT STREET BLDG #4
WAMPSVILLE, NY 13163

Contact: JOHN REGAN
Phone: (Required on contract)

Agreement Number: SC00000809
P.O.#:

Bill to Location:
MADISON COUNTY PRINTING DEPT - NY 42471 001
COUNTY OF MADISON PO BOX 546 138 N COURT ST
WAMPSVILLE, NY 13163

Sales Representative: JENNIFER HOUCHINS

Agreement Number: SC00000809
P.O.#:

Agreement Date: 03/01/2019
End Date: 02/29/2020

<table>
<thead>
<tr>
<th>Machine</th>
<th>Serial #</th>
<th>Labor Hours Covered</th>
<th>Parts Discount</th>
<th>Preventive Maintenance Covered</th>
<th>Response Time</th>
<th>Labor Discount</th>
<th>Shipping</th>
<th>Other Discounts</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200</td>
<td>1238</td>
<td>20</td>
<td>100%</td>
<td>2</td>
<td>Standard</td>
<td>10%</td>
<td>2nd Day</td>
<td>Consumables:10% Rubber Rollers:10%</td>
<td>1,325.00 USD</td>
</tr>
<tr>
<td>9840</td>
<td>3992</td>
<td>20</td>
<td>100%</td>
<td>2</td>
<td>Standard</td>
<td>10%</td>
<td>2nd Day</td>
<td>Consumables:10% Rubber Rollers:10%</td>
<td>2,810.00 USD</td>
</tr>
</tbody>
</table>

* Labor hours on contract for on-site service calls and travel is included up to covered hours. * Priority = Remote Support - 2 Hours, On site Support - Next Business day Standard = Remote Support - 4 Hours, On site Support - Up to Three Business days

* Any applicable sales tax will be added at time of invoice

TOTAL AGREEMENT COST: 4,135.00 USD

Authorized Customer Signature (Please Print)  Authorized Mark Andy Inc. Signature (Please Print)

Authorized Customer Signature Date  Authorized Mark Andy Inc. Signature Date
RESOLUTION NO._____

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH KING & KING ARCHITECTS

WHEREAS, Madison County is in need of a professional exterior site study with regard to the Health & Human Services Building (HHS); and

WHEREAS, King & King Architects with previous work performed for Madison County possess the special skills and training to perform the services required, and

WHEREAS, King & King Architects has agreed to perform these services for a total amount of $11,100 with services to commence September 10, 2019 and ending September 9, 2020; and

WHEREAS, funds for these services have already been appropriated within the 2019 adopted county budget; and

WHEREAS, the Highway, Buildings and Grounds Committee have reviewed and recommends entering into a contract with King & King Architects for this service;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to enter into an agreement with King & King Architect. A copy of which is on file with the Clerk of the Board.

Dated: September 10, 2019

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee
August 13, 2018

Mr. John Regan
Director of Public Facilities
Madison County Facilities/Maintenance
138 North Court Street
PO Box 546
Wampsville, NY 13163

Re: County Office Bldg. #1 – DSS Site Study
    133 N Court St., Wampsville, NY 13163
    Design Service Proposal
    King + King Project #18-11-

Dear John:

We are pleased to submit the following fee proposal for professional design study services relating to Madison County Office Building #1 at 133 North Court Street in Wampsville, NY. The project will include exterior site design study services for the DSS building immediate site including parking lots, driveways and drop off areas labeled as Area A, B and C on attached aerial photo.

This letter will outline the tasks and deliverables proposed by the team of King and King Architects and our consultant Keplinger Freeman Associates (site design). We have assumed that no structural engineering, no MEP engineering, and no environmental (hazardous material) consulting is required at this time.

We anticipate the following scope of work:

1) Brief condition assessment of existing site.
2) Area ‘A’ will be focus of design effort with possible reconfiguration to make safer drop off, and pedestrian circulation to main entrance. Review site circulation with County users on site to observe existing circulation and parking conditions. Provide up to 3 options for county review with selection of one preferred option. Deliverables include existing conditions plan, 3 design options and colored site concept plan as outlined above. Area ‘A’ may expand slightly into Area ‘B’ where necessary.
3) At Areas ‘B’ and ‘C’ design team will review condition of existing pavements, grading and drainage system components and provide repair options with budget cost estimates which may include repair or replacement options.
4) We have included about three meetings with the County during this study phase including final report review. Provide meeting minutes for each meeting.
5) Provide preliminary construction cost estimates for the recommended upgrades.
6) Provide a written scope of work narrative and brief executive summary report.

Understandings & Assumptions

Client shall furnish:
   a. Availability of personnel to provide reasonable access to the site as required by King + King and our consultants.
   b. Any existing drawings, including .dwg (cadd) files that exist, for use by King + King, who will verify existing conditions.
We have made the following assumptions:

a. Design services (schematic, DD, CD, bidding and construction administration), including storm water engineering, will be part of a separate future proposal and/or agreement.
b. Off-site improvements beyond the building area are not a requirement for this project. We assume existing utilities are adequate to support renovated systems.
c. Any survey or deed related items required are to be completed by a licensed surveyor under a separate contract with the County. KFA to develop base map from best available aerial photography and tax mapping, or survey if it exists. Study intent is to provide planning documents for the county.
d. K+K will not provide topographic or utility surveys, soil borings, test pits, soil consultants, or material testing at this phase of the study.

Professional Design Fees

Our fees for the above design services shall be a lump sum fee of $11,100.

King + King will invoice the County monthly for our professional services and reimbursable expenses. Payments for the Architect's services and for reimbursable expenses shall be made monthly upon receipt by the Owner of the Architect's standard monthly invoice.

Reimbursable expenses are included in the above fees and include expenditures made by the Architect, his employees and/or his professional consultants in the interest of the project for expenses of local travel in connection with the project, long distance communications, expenses of reproductions, blueprinting and copying, photographic production techniques and postage for the project. We will provide the study summary report in .PDF electronic format to the County for their use in planning for the future implementation project.

Any additional services required and authorized by the County shall be billed at an agreed to lump sum.

We anticipate the schedule to complete the design study phase of the project to be approximately six to eight weeks once we receive authorization to proceed, assuming all information and expeditious decisions are made by the client.

We appreciate this opportunity to be of service to you and look forward to another successful project. If the above is satisfactory, please sign below indicating your acceptance. If you have any questions regarding this proposal or the professional services fee, please feel free to contact me.

Sincerely,

King + King Architects LLP

Chad T. Rogers
Partner, King + King Architects, LLP

Accepted by Mr. John Regan
Director of Public Facilities
Madison County Facilities/Maintenance

August 13, 2018

Date

Date
RESOLUTION NO. _______

AUTHORIZING THE CHAIRMAN TO EXECUTE CHANGE ORDERS FOR ONGOING CAPITAL PROJECTS

WHEREAS, the Board of Supervisors has authorized numerous capital projects earmarked for completion in 2019 and 2020; and

WHEREAS, there arises from time to time the need to change the specifications of these projects due to unforeseen circumstances; and

WHEREAS, the normal procedure for processing change orders for these projects would unnecessarily delay completion; and

WHEREAS, the Highway, Buildings and Grounds Committee has reviewed the matter and finds it in the best interests of taxpayers and County employees to finish these projects on time and within budget; and

WHEREAS, the Director of Public Facilities will provide project budget updates to the Highway, Buildings and Grounds Committee monthly;

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Facilities be and hereby is authorized to execute change orders in amounts up to $20,000.00 for ongoing projects in the County Office Building up to the budgeted contingency amount; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors be and hereby is authorized to execute change orders in the amounts of $20,000.01 up to $60,000 for ongoing projects up to the budgeted contingency amount.

Ronald Bono, Chairman,
Highway, Buildings & Grounds Committee

Dated: September 10, 2019
RESOLUTION NO. ________

AUTHORIZING THE CHAIRMAN TO MODIFY AGREEMENT WITH KING & KING ARCHITECTS

WHEREAS, Madison County entered into an agreement on February 12, 2019 (Res#19-44) with King & King Architects for professional design services relating to the County Office Building HVAC renovation project; and

WHEREAS, Madison County has determined the need for additional services in relation to the cooling tower abatement within the project; and

WHEREAS, King & King Architects have agreed to provide additional professional services for abatement at a total increased cost of $900 (lump sum) and per-diem monitoring rates of $550/shift, $11-$16 per analysis; and

WHEREAS, the County would like to modify the current agreement with King & King Architects for the additional needed services, and

WHEREAS, the Buildings and Grounds Committee has reviewed the modified agreement and recommend that the modified agreement be accepted; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to modify the current Agreement with King & King Architects. Accordingly, a copy of said Agreement is filed with the Clerk of the Board.

Dated: September 9, 2019

Ronald Bono, Chairman
Highway, Buildings & Grounds Committee
June 28, 2019

Mr. John Regan  
Director of Public Facilities  
Madison County Facilities/Maintenance  
138 North Court Street  
PO Box 546  
Wampsville, NY 13163

Re: County Office Bldg. #4 – HVAC System Upgrades  
Additional Service Proposal – Cooling Tower Abatement  
138 North Court Street in Wampsville, NY

Dear John:

We are pleased to submit our fee proposal for additional professional design services for the above project.

This letter will outline the tasks and deliverables proposed by the team of King and King Architects and our environmental consultants Barton & Loguidice (B&L).

Professional design services scope shall consist of:

**Task 1:** A project technical specification for the removal of the asbestos containing cement louvers impacting the existing cooling tower which is to be removed as part of the HVAC replacement project. Specification will identify the scope of removal in the project area and cite regulations and standards applicable to the project, performance criteria as they relate to the removal and disposal of materials will be defined. Levels of personal protection, acceptable equipment/materials, and execution of material removal and specific coordination items between trades will be identified in the specification.

**Task 2:** B&L will provide air sampling and project monitoring as required by New York State Industrial Code Rule 56. This will include review of required submittals from the contractor(s), background sampling prior to the start of the project, daily perimeter sampling and project monitoring during removal as required, and post abatement clearance sampling. The work will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air sampling technician. Project monitoring services will include observation, to the extent feasible, of the contractor’s work, inspections, and coordination with Owner and Design Team. A report summarizing the services will be issued at the completion of the project. The report will include pertinent data including but not limited to site logs, air monitoring data sheets, laboratory reports and chain of custody forms.

**Assumptions**

We have made the following assumptions:

a. No field investigation, survey, or pre-sampling is contemplated based on requests and information provided. Invasive investigations will be required to attempt to clearly identify materials and existing conditions.

b. Our fee does not include preparation and submittal for project specific variances for the completion of the asbestos work.

c. The per shift cost for asbestos project monitoring/air sampling includes provision of services for an eight-hour work shift (maximum) for labor, equipment, materials, pump rental, cassettes, overnight shipping of samples, and travel required to complete the scope of work. Should the extent of work require the provision of more than one shift per day to cover the abatement contractor’s work, shifts extending beyond eight hours will be billed as an additional fraction of a full shift. PCM laboratory air sample analysis shall be reimbursable at the rates indicated above.
Professional Design Fees

Our fees for the above design services shall be as follows:

**Task 1 Design:**
- $900 (lump sum)

**Task 2 Construction Monitoring:**
- Phase Contrast Microscopy (PCM - 24 Hour)
  - $550/shift*
  - $11 per analysis
- Phase Contrast Microscopy (PCM - Rush)
  - $16 per analysis

*Duration and/or number of shifts dependent on abatement contractor schedule to complete work.

King + King will invoice the County monthly for our professional services. Payments for the Architect’s services shall be made monthly upon receipt by the Owner of the Architect’s standard monthly invoice.

Any additional services required and authorized by the County shall be billed at an agreed to lump sum.

We appreciate this opportunity to be of service to you. If the above is satisfactory, please sign below indicating your acceptance. If you have any questions regarding this proposal or the professional services fee, please feel free to contact me.

Sincerely,

King + King Architects LLP

Accepted by Mr. John Regan
Director of Public Facilities
Madison County Facilities/Maintenance

Chad T. Rogers
Partner, King + King Architects, LLP

June 28, 2019

Date

cc: file
RESOLUTION NO. _______

AWARDING BIDS (19.33) AND AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT FOR COB HVAC RENOVATIONS

WHEREAS, sealed bids were received and opened on August 15, 2019 for Bldg #4 Office Building HVAC Replacement (BID #19.33); and

WHEREAS, all bids have been canvassed and reviewed by King & King Architects who made their recommendation for the bid award(s) to the apparent lowest responsible bidder(s); and

WHEREAS, the Highway, Buildings and Grounds Committee has reviewed and recommends moving forward with entering into the contract as recommended by King & King Architects, for the performance of this work;

NOW, THEREFORE, BE IT RESOLVED, that the County accept the following bid(s) for the work heretofore described, to wit:

Bid Ref. No. 19.33 -

General Construction: Richard E. Alexander Co. Inc

<table>
<thead>
<tr>
<th>Base Bid: $348,480</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate #1: $7,000</td>
</tr>
<tr>
<td>Alternate #2: $1,500</td>
</tr>
<tr>
<td>TOTAL BID: $356,980</td>
</tr>
</tbody>
</table>

HVAC: John W. Danforth Company

<table>
<thead>
<tr>
<th>Base Bid: $947,291</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate #1: $59,354</td>
</tr>
<tr>
<td>Alternate #2: $39,607</td>
</tr>
<tr>
<td>Alternate #3: $49,021</td>
</tr>
<tr>
<td>Alternate #4: $52,663</td>
</tr>
<tr>
<td>TOTAL BID: $1,147,936</td>
</tr>
</tbody>
</table>

Electrical: Knapp Electric

<table>
<thead>
<tr>
<th>Base Bid: $73,750</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate #1: $3,350</td>
</tr>
<tr>
<td>Alternate #2: $2,750</td>
</tr>
<tr>
<td>Alternate #3: $2,750</td>
</tr>
<tr>
<td>Alternate #4: $2,750</td>
</tr>
<tr>
<td>TOTAL BID: $85,350</td>
</tr>
</tbody>
</table>

DCC Controls: Johnson Controls

<table>
<thead>
<tr>
<th>Base Bid: $449,048</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate #1: $2,672</td>
</tr>
<tr>
<td>Alternate #2: $4,809</td>
</tr>
<tr>
<td>Alternate #3: $4,976</td>
</tr>
<tr>
<td>Alternate #4: $4,976</td>
</tr>
<tr>
<td>TOTAL BID: $466,481</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED, that, upon receipt of all contract documents, the Chairman be and hereby is authorized to enter into said contract, copies of which are on file with the clerk of the Board.

Dated: September 9, 2019

Ronald Bono, Chairman
Highway, Buildings and Grounds Committee
August 21, 2019

Ms. Laurie Winters -- Purchasing Agent
Mr. John Regan - Director of Public Facilities
Madison County Facilities/Maintenance
138 North Court Street
PO Box 546
Wampsville, NY 13163

Re: Award of Contracts for
Madison County Bid #1933
Bldg. #4 Office Building HVAC Replacement
King + King Project #19-11-6594

Dear Laurie and John:

We have reviewed the bids and bidders' qualifications for the above-referenced project, discussed the project with low bidders, and recommend that the Board consider award of contracts to the following bidders:

**General Construction Contract:** Award of contract to the low bidder, Richard E. Alexander Co. Inc.; Marcy, New York in the following amount:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$348,480.00</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Total</td>
<td>$356,980.00</td>
</tr>
</tbody>
</table>

Richard E. Alexander submitted the following unit prices:

<table>
<thead>
<tr>
<th>Unit Price GC-1</th>
<th>$380.00 each</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Price GC-2</td>
<td>$410.00 each</td>
</tr>
<tr>
<td>Unit Price GC-3</td>
<td>$520.00 each</td>
</tr>
<tr>
<td>Unit Price GC-4</td>
<td>$40.00 per LF</td>
</tr>
<tr>
<td>Unit Price GC-5</td>
<td>$130.00 per SF</td>
</tr>
<tr>
<td>Unit Price GC-6</td>
<td>$5.75 per SF</td>
</tr>
</tbody>
</table>

**HVAC Contract:** Award of contract to the low bidder, John W. Danforth Company; Victor, New York in the following amount:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$947,291.00</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>$59,354.00</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td>$39,607.00</td>
</tr>
<tr>
<td>Alternate No. 3</td>
<td>$49,021.00</td>
</tr>
<tr>
<td>Alternate No. 4</td>
<td>$52,663.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,147,936.00</td>
</tr>
</tbody>
</table>

John W. Danforth submitted their signature page following the bid deadline. The County has not deemed this a disqualifying event since their other documentation including pricing proposal page was submitted prior to the bid deadline.

John W. Danforth has also requested a notice of intent, as early as appropriate, from the County which will allow them to proceed with the shop drawing process in an effort to save time on the overall schedule by concentrating on the longer lead time materials/system components.
**Electrical Contract:** Award of contract to the low bidder, Knapp Electric Inc.; Auburn, New York in the following amount:

- **Base Bid:** $73,750.00
- **Alternate No. 1:** $3,350.00
- **Alternate No. 2:** $2,750.00
- **Alternate No. 3:** $2,750.00
- **Alternate No. 4:** $2,750.00

**Total:** $85,350.00

The GC, HVAC and Electrical contract amounts add up to a total construction cost of $1,590,266.00.

No bids were received for the Plumbing Contract. We recommend that the County re-bid the Plumbing contract as soon as possible, following internal approvals to do so.

**DDC Controls Contract:** The County has received a separate proposal from Johnson Controls dated 8/20/19 for Building Management System DDC controls and System Balancing, using State Contract pricing PT63103, in the following amount:

- **Base Bid:** $449,048.00
- **Alternate No. 1:** $2,672.00
- **Alternate No. 2:** $4,809.00
- **Alternate No. 3:** $4,976.00
- **Alternate No. 4:** $4,976.00

**Total:** $466,481.00

All contractors must comply with the contractual requirements by furnishing the bond and insurance certifications along with the other documents required of successful bidders.

Thank you for the opportunity to continue working with you on this and future projects, and we look forward to a successful completion.

Sincerely,

King + King Architects LLP

Chad T. Rogers
Partner
King + King Architects, LLP

Attachment: Johnson Controls DDC Controls proposal dated 8/20/19.

cc: file
RESOLUTION NO. _________

AUTHORIZING CHAIRMEN TO ENTER INTO AGREEMENT WITH LABELLA ASSOCIATES

WHEREAS, Madison County has a need for Professional Environmental Engineering Consulting Services relating to incidental asbestos disturbance to be performed throughout the Madison County properties and facilities; and

WHEREAS, Madison County desires to have a professional in place when such need arises; and

WHEREAS, LaBella Associates has satisfactorily provided these services to Madison County in the past; and

WHEREAS, LaBella has agreed to provide such services including but not limited to: assessment, testing and monitoring beginning August 13, 2019 and terminating August 12, 2020; and

WHEREAS, the Buildings and Grounds Committee has reviewed said agreement and recommend that the agreement be accepted; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to enter into an Agreement with LaBella Associates for Professional Services relating to Asbestos throughout Madison County. Accordingly, a copy of said Agreement is filed with the Clerk of the Board.

Dated: September 10, 2019

Ronald Bono, Chairman
Highway, Buildings & Grounds Committee
August 21, 2019

Mr. John Regan  
Director of Public Facilities  
Madison County  
138 N. Court Street – Building 4  
Wampsville, NY 13163

RE: Environmental Services – Asbestos Incidental Disturbance  
2006 Cardner Road (Barn)  
New Woodstock, NY 13122  
P1903037R1

Mr. Regan:

LaBella Associates, D.P.C. (LaBella) is pleased to submit the following proposal to provide you with Professional Consulting Services relating to an incidental disturbance assessment, variance application, and air/project monitoring services for the Barn structure located at 2006 Cardner Road in New Woodstock, New York. This proposal outlines our understanding of the scope of services and fee.

**SCOPE OF WORK**

**Task 1 – Asbestos Incidental Assessment and Variance Application**

In light of the laboratory results from the bulk samples taken on the barn structure, New York State regulation requires that the presence of confirmed damaged ACMs be considered an Incidental Disturbance with specific response requirements. The presence of damaged ACMs and the need for an assessment of Incidental Damage will be required for this project and will include the following tasks:

- In accordance with the requirements of Code Rule 56, conduct a site visit to perform an Incidental Disturbance Assessment of the structure and extent of confirmed ACM debris.

- Collect bulk samples, as necessary, to confirm the absence of ACM debris in spaces adjacent to the immediate area(s) of disturbance in an effort to delineate the extent of the required cleanup.

- Complete an Incidental Disturbance Assessment form for submission with the variance application.

- Prepare and submit a variance application appropriate for the cleanup of ACM debris and required abatement of ACM to be removed for renovation work.

- Respond to the NYS Department of Labor (NYSDOL) questions regarding the variance.
Task 2 - *Air / Project Monitor Services*

- Provide an *Air / Project Monitor* to conduct full time daily inspections and area air sampling during the abatement portion of the project. The *Air/Project Monitor* and the firm shall possess valid certifications and license issued by New York State Department of Labor (NYSDOL).

- Collect air samples as required by NYSDOL.

- Conduct pre-abatement inspection of the work areas to ensure that the required work area preparation procedures have been followed. Conduct daily inspections during actual abatement operations and evaluate the Asbestos Abatement Contractor's compliance with all applicable regulations, standards and the Contract Documents. Conduct final visual inspections per ICR 56 prior to clearance air sampling (in accordance with approved site-specific variance). Document and complete daily inspection reports.

- Inspect Contractor's certifications, licenses and required on-site paper work daily. Document and complete daily inspection reports.

- Monitor cleaning, handling, and waste load out procedures and document all types and quantity of waste.

- Collect required air samples and have samples analyzed at LaBella's New York State Department of Health (NYSDOH) approved analytical laboratory accredited under the Environmental Laboratory Approval Program (ELAP). All air samples shall be analyzed using Phase Contrast Microscopy (PCM) under National Institute of Occupational Safety and Health (NIOSH) Method 7400. The turnaround time for air sample analysis shall be equal to or less than 48 hours.

- Provide an Abatement Completion letter with copies of project records upon the conclusion of abatement and demolition.

- Provide Project Management that shall coordinate, supervise the *Air/Project Monitor*, review air-sampling results, and oversee the preparation of required documentation related to the Project.

**ASSESSMENT LIMITATIONS**

- Work associated with this project will be performed in accordance with generally accepted environmental engineering practices for this region. LaBella makes no other warranty or representation, either expressed or implied, nor is one intended to be included as part of its services, proposals, contracts or reports. No assessment can wholly eliminate the uncertainty regarding the potential for undiscovered ACMs. The Work performed by LaBella pursuant to the agreement is intended to reduce, but not eliminate, uncertainty regarding the potential for ACMs at the Site. Homogeneous materials will be identified and located based on visual observation from readily accessible points. The client shall be aware that the data derived from representative samples of any given homogeneous material represent conditions that apply only at that particular location, and such conditions may not necessarily apply to the general Site as a whole. Accordingly, the Client acknowledges and agrees that LaBella shall not be liable for any damages that may result should the assessment fail to reveal all ACMs at the Site.
FEE

Task 1 - Asbestos Incidental Assessment and Variance Application
The nature of this task makes the Lump Sum Fee arrangement most appropriate for the scope of work. Based on assessments completed on similar projects, we propose a lump sum budget in the amount of $1,400. The budget includes a $350 application fee to the NYSDOL.

Task 2 - Air/Project Monitor Services
The nature of this task makes the Cost Reimbursable Fee arrangement most appropriate for the scope of work. Please note that the fee for task 2 is based off the abatement contractor’s actual work schedule. Under this arrangement the fee for personnel and expenses can be determined as outlined below:

LABOR
Personnel assigned to the project will be invoiced based on the actual number of hours worked on the project according to the hourly rate schedule listed below:

<table>
<thead>
<tr>
<th>PERSONNEL CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager/Designer</td>
<td>$95</td>
</tr>
<tr>
<td>Air/Project Monitor</td>
<td>$45</td>
</tr>
</tbody>
</table>

EXPENSES
Items of direct expense will be invoiced at our cost or as indicated below:

<table>
<thead>
<tr>
<th>DIRECT EXPENSE</th>
<th>UNIT RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRS Mileage Reimbursement</td>
<td>$0.58</td>
</tr>
<tr>
<td>PLM Friable Bulk Sample Analysis</td>
<td>$16</td>
</tr>
<tr>
<td>PLM Non-friable Organically Bound Bulk Sample Analysis</td>
<td>$24</td>
</tr>
<tr>
<td>TEM Bulk Sample Analysis</td>
<td>$40</td>
</tr>
<tr>
<td>PCM Sample Analysis</td>
<td>$8</td>
</tr>
<tr>
<td>NYSDOL Variance Application Fee*</td>
<td>$350</td>
</tr>
</tbody>
</table>

*Application fee is included in lump sum fee for Task 1.

SCHEDULING
LaBella is prepared to commence work immediately upon receipt of the signed Agreement. If you have any questions or require further clarification, please do not hesitate to contact me directly at (585) 295-6241 or via e-mail at jminer@labellapc.com. We appreciate the opportunity to serve Madison County and look forward to working with you on this project.

Respectfully submitted,

LaBella Associates

[Signature]
Jarrod Miner
Environmental Project Manager
Professional Services Agreement

Agreement made the ___ day of ____________, 2019
between

LaBella Associates, D.P.C.
(“LaBella”)

and

Madison County
(“Client”)

for services related to the following Project:

Environmental Services - Asbestos Incidental Disturbance
2006 Cardiner Road (Barn)
New Woodstock, New York 13122
(“Project”)

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella’s proposal, dated August 21, 2019, a copy of which is attached as Exhibit A, in accordance with the terms and conditions of this contract attached as Exhibit B.

2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella’s proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella’s services are completed, or as otherwise provided in this Agreement.
4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than $1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than $10,000,000 each occurrence and $10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than $1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than $5,000,000 per claim and $5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the available proceeds of LaBella's insurance coverage.

---

**LaBella Associates, D.P.C.**

By: ____________________________

Name __________________________

Title __________________________

Date: ___________________________

**Madison County**

By: ____________________________

Name __________________________

Title __________________________

Date: ___________________________
Exhibit A
LaBella’s Proposal
RESOLUTION NO. __________

AUTHORIZING MODIFICATION OF AGREEMENT WITH
BEEBE CONSTRUCTION SERVICES, INC.

WHEREAS, Madison County has engaged Beebe Construction Services, Inc. for
general construction services for the County Emergency Management Training Facility; and

WHEREAS, additional services are needed for a change order request for the
raised bed septic system at the County Emergency Management Training Facility; and

WHEREAS, Beebe Construction Services, Inc. has determined the cost for the
requested changes is $7,644; and

WHEREAS, the County would like to modify the current agreement with Beebe
Construction Services, Inc. to add the additional services and increase the total sum
$7,644; and

WHEREAS, the Criminal Justice, Public Safety and Emergency Communications
Committee and Highway, Buildings and Grounds Committee have reviewed the modified
agreement and recommend that the modified agreement be accepted;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of
Supervisors is hereby authorized to modify the current Agreement with Beebe
Construction Services, Inc. Accordingly, a copy of said Agreement is filed with the Clerk
of the Board.

Dated: September 10, 2019

__________________________________________
Ronald C. Bono, Chairman
Highway, Buildings & Grounds Committee

__________________________________________
Pete Walrod, Chairman
Criminal Justice, Public Safety & Emergency
Communications Committee
TO: Chad Rogers  
King + King, Architects LLP  
358 W. Jefferson Street  
Syracuse, New York 13202

We hereby submit specifications and estimates to:  
Beebe 18-202 Madison Fire Training  
COR 03 Pump Station

Cost as requested for septic tank effluent pump manhole as per attached quote (Rasmussen) dated 8.1.19

Electrical work by others

Rasmussen: $7,280.00  
O&P: 364.00

TOTAL THIS COR: $7,644.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Your are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature  
Robert A Korrie  
NOTE: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal  
Signature

Date of Acceptance
Rasmussen Excavation LLC

August 1, 2019

RE: Madison Fire Training Pump Station

As per request we are providing a price quote for the septic tank effluent pump manhole for the Madison Fire Training Facility.

Detailed Breakdown of Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Pump Station Delivered to Site</td>
<td>$2,995.00</td>
</tr>
<tr>
<td>Piping, Fittings</td>
<td>$575.00</td>
</tr>
<tr>
<td>Drainage Stone</td>
<td>$330.00</td>
</tr>
<tr>
<td>Equipment (Excavator, Dumptruck, etc.)</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$1,680.00</td>
</tr>
<tr>
<td>Restoration</td>
<td>$400.00</td>
</tr>
<tr>
<td>Credit (-)</td>
<td>$7,780.00</td>
</tr>
<tr>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>Total</td>
<td>$7,280.00</td>
</tr>
</tbody>
</table>

Note: All Electrical Work By Others  +5%

David Rasmussen
Rasmussen Excavation LLC
315-837-4257

"WHERE INTEGRITY IS EVERYTHING"
RESOLUTION NO. __________

AUTHORIZING MODIFICATION OF AGREEMENT WITH KNAPP ELECTRIC, INC.

WHEREAS, Madison County has engaged Knapp Electric, Inc. for professional electrical services for the County Emergency Management Training Facility; and

WHEREAS, additional professional electrical services are needed for a change order request for the equipment and installation of extending current septic tank pump power at the County Emergency Management Training Facility; and

WHEREAS, Knapp Electric, Inc. has determined the cost for the additional electrical services is $2,022; and

WHEREAS, the County would like to modify the current agreement with Knapp Electric, Inc. to add the additional professional electrical services and increase the total sum $2,022; and

WHEREAS, the funds for this change order have been appropriated within the 2019 county adopted budget; and

WHEREAS, the Criminal Justice, Public Safety & Emergency Communications and the Highway, Buildings and Grounds Committee have reviewed the modified agreement and recommend that the modified agreement be accepted; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Supervisors is hereby authorized to modify the current Agreement with Knapp Electric, Inc. Accordingly, a copy of said Agreement is filed with the Clerk of the Board.

Dated: September 10, 2019

Ronald Bono, Chairman
Highway, Buildings & Grounds Committee

Pete Walrod, Chairman
Criminal Justice, Public Safety & Emergency Communications Committee
Provide labor, materials and equipment necessary to
Extend the Current Septic Tank Pump Power to Adjacent Step Tank.
Disconnect/Connect Float Control in Step Tank

**Excavation By Others**

### A. LABOR

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Trade</th>
<th>Hours</th>
<th>Total Rate</th>
<th>Labor Cost</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install (JW)</td>
<td></td>
<td>14.00</td>
<td>$79.00</td>
<td>$1,106.00</td>
<td></td>
</tr>
<tr>
<td>Supervision (F)</td>
<td></td>
<td>2.80</td>
<td>$84.00</td>
<td>$235.20</td>
<td></td>
</tr>
</tbody>
</table>

(Total from additional Labor Worksheet Extension(s), if required.) $0.00

TOTAL LABOR $1,341.20

### B. MATERIAL

<table>
<thead>
<tr>
<th>Material Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Material Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misc Material</td>
<td>Lot</td>
<td></td>
<td>$300.00</td>
<td></td>
</tr>
</tbody>
</table>

(Total from additional Material Worksheet Extension(s), if required.) $0.00

TOTAL MATERIAL $300.00

### C. EQUIPMENT / OTHER

<table>
<thead>
<tr>
<th>Equipment / Other Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tools (3% Labor)</td>
<td></td>
<td></td>
<td></td>
<td>$40.24</td>
</tr>
<tr>
<td>Insurance (2% Labor)</td>
<td></td>
<td></td>
<td></td>
<td>$26.82</td>
</tr>
<tr>
<td>Inspection</td>
<td></td>
<td></td>
<td></td>
<td>$50.00</td>
</tr>
</tbody>
</table>

(Total from additional Equipment Worksheet Extension(s), if required.) $0.00

TOTAL EQUIPMENT / OTHER $117.06

Kaitlynne Knapp

Signature
8/13/2019

Subtotal: $1,758.26
15% Mark-up $263.74
Total: $2,022.00
TO: Buildings & Grounds Committee
FROM: Alex Brown
Central Service Technician
DATE: July 31, 2019
SUBJECT: MONTHLY REPORT

Listed below are the totals for the month **July** for the Central Services Department.

<table>
<thead>
<tr>
<th>PRINTING</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jobs</td>
<td>51</td>
</tr>
<tr>
<td>Impressions (Copies)</td>
<td>68,794</td>
</tr>
<tr>
<td>Charge Back</td>
<td>2,092.47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAIL</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pieces processed</td>
<td>10,726</td>
</tr>
<tr>
<td>Charged postage</td>
<td>7,744.39</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UPS</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incoming pieces</td>
<td>205</td>
</tr>
<tr>
<td>Outgoing pieces</td>
<td>96</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FREIGHT &amp; OTHER DELIVERIES</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incoming shipments</td>
<td>26</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STOCK SUPPLY REPLACEMENTS</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>166</td>
</tr>
</tbody>
</table>

If you have any questions, please contact me at X380.
Proposed 2020 Budget Summary

Department | FACILITIES

_Propose bottom line net cost changes across all cost centers and attach justification of changes. Bring a detailed budget proposal to budget hearing._

<table>
<thead>
<tr>
<th>Vehicles</th>
<th>ONE FORD F25- TRUCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles Net Increase ($)</td>
<td>20,000</td>
</tr>
</tbody>
</table>

(Section Break)

<table>
<thead>
<tr>
<th>New Positions/Promotions</th>
<th>ONE FT CLEANER</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Position Net Increase including fringe ($)</td>
<td>36,000</td>
</tr>
</tbody>
</table>

(Section Break)

<table>
<thead>
<tr>
<th>Major Program increase/decrease (greater than $50K)</th>
<th>Field not completed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Net increase/decrease ($)</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Major Program increase/decrease (greater than $50K)</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Program Net increase/decrease ($)</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Major Program increase/decrease (greater than $50K)</td>
<td>Field not completed.</td>
</tr>
</tbody>
</table>

1
<table>
<thead>
<tr>
<th>Major Program Increase/Decrease (greater than $50k)</th>
<th>Field not completed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Net Increase/Decrease ($)</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Major Program Increase/Decrease (greater than $50k)</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Program Net Increase/Decrease ($)</td>
<td>Field not completed.</td>
</tr>
</tbody>
</table>

(Section Break)

<table>
<thead>
<tr>
<th>Major Capital/Equipment Improvement (greater than $50K)</th>
<th>COB PARKING LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improvement Net Increase ($)</td>
<td>100,000</td>
</tr>
<tr>
<td>Major Capital/Equipment Improvement (greater than $50K)</td>
<td>COB ELEVATOR</td>
</tr>
<tr>
<td>Improvement Net Increase ($)</td>
<td>150,000</td>
</tr>
<tr>
<td>Major Capital/Equipment Improvement (greater than $50K)</td>
<td>HWY PARKING AREA #1</td>
</tr>
<tr>
<td>Improvement Net Increase ($)</td>
<td>111,324</td>
</tr>
<tr>
<td>Major Capital/Equipment Improvement (greater than $50K)</td>
<td>PSB HOT WATER RENO</td>
</tr>
<tr>
<td>Improvement Net Increase ($)</td>
<td>150,000</td>
</tr>
<tr>
<td>Major Capital/Equipment Improvement (greater than $50K)</td>
<td>COB RESTROOM RENO</td>
</tr>
<tr>
<td>Improvement Net Increase ($)</td>
<td>220,000</td>
</tr>
<tr>
<td>Major Capital/Equipment Improvement (greater than $50K)</td>
<td>Improvement Net Increase ($)</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>IT SERVER ROOM GENERATOR RENO</td>
<td>300,00</td>
</tr>
<tr>
<td>PSB PERIMETER FENCE</td>
<td>75,000</td>
</tr>
<tr>
<td>PSB KITCHEN EQUIPMENT</td>
<td>90,000</td>
</tr>
<tr>
<td>HYW PAINT SHOP RENO</td>
<td>70,000</td>
</tr>
<tr>
<td>DSS EXTERIOR BLDG CLEAN</td>
<td>109,000</td>
</tr>
<tr>
<td>PH EXTERIOR BLDG CLEAN</td>
<td>50,000</td>
</tr>
<tr>
<td>PSB SHOWERS</td>
<td>60,000</td>
</tr>
<tr>
<td>Description</td>
<td>Value</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Major Capital/Equipment Improvement (greater than $50K)</td>
<td>PSB/911 CONTROL PANELS</td>
</tr>
<tr>
<td>Improvement Net Increase ($)</td>
<td>100,000</td>
</tr>
<tr>
<td>Total Increase Across All Cost Centers ($)</td>
<td>289,873</td>
</tr>
<tr>
<td>Justification</td>
<td>2020 DRAFT BUDGET.xlsx</td>
</tr>
<tr>
<td>Electronic Signature Agreement</td>
<td>I agree.</td>
</tr>
<tr>
<td>Electronic Signature</td>
<td>Holly Fleming</td>
</tr>
<tr>
<td>Date</td>
<td>8/27/2019</td>
</tr>
</tbody>
</table>

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