



Highway Committee

Committee Meeting

~ Agenda ~

60 Central Ave.
Cortland, NY 13045
<http://www.cortland-co.org>

Charles Sudbrink

Tuesday, March 14, 2017

10:00 AM

Room 304

CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Legislative District 3 Thomas P. Hartnett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Legislative District 4 Richard Bushnell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Legislative District 10 Gordon Wheelock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Legislative District 12 Joseph Steinhoff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Chair Charles Sudbrink	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Legislative District 9 Linda Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Legislative District 11 Christopher Newell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

MINUTES

Tuesday, February 14, 2017

RESOLUTIONS

Airport

Dwyer Park

Highway Department

- Resolution (ID # 4353)**
Approve Purchase Highway Bridge Crew Truck - Highway Department
- Resolution (ID # 4358)**
Authorize Superintendent of Highways to Execute HGAC Interlocal Contract for Cooperative Purchasing
- Resolution (ID # 4357)**
Extend Bids/Award Agreements Highway Department
- Resolution (ID # 4356)**
Approve Purchase Used Chipper Spreader - Highway Department

5. **Resolution (ID # 4355)**
Approve Purchase Highway Roadside Mower - Highway Department

6. **Resolution (ID # 4354)**
Approve Purchase Highway Aggregate Spreader - Highway Department

7. **Resolution (ID # 4370)**
Amend 2017 Budget Kinney Gulf Road Bridge - Highway Department

8. **Resolution (ID # 4375)**
Award Highland Road Large Culvert Replacement (C.I.N. 134-0508-152.66) Highway Department

DISCUSSION/REPORTS

1. **Discussion Item (ID # 4303)**
Airport Monthly Tie-Down Rental Agreement

ATTACHMENTS:

- Monthly Tie-Down Rental Agreement (February 2017) (PDF)

2. **Discussion Item (ID # 4359)**
Selection Committee for BRIDGE-NY Project

3. **Discussion Item (ID # 4360)**
Highway Department Report March 2017

ATTACHMENTS:

- Highway Department Activities Report - March 2017 (DOC)



Highway Committee

Committee Meeting

~ Minutes ~

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Cortland, NY 13045
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Charles Sudbrink

Tuesday, February 14, 2017

10:00 AM

Room 304

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Thomas P. Hartnett	Legislative District 3 -Committee Member	Absent	
Richard Bushnell	Legislative District 4 -Committee Member	Excused	
Gordon Wheelock	Legislative District 10 -Committee Member	Present	
Joseph Steinhoff	Legislative District 12- Vice Chair	Present	
Charles Sudbrink	Chair	Present	
Linda Jones	Legislative District 9 -Committee Member	Present	
Christopher Newell	Legislative District 11 -Committee Member	Present	
Karen Howe	County Attorney	Present	
Eric Mulvihill	Clerk, County Legislature	Present	
James Denkenberger	Legislative District 16	Present	
Mary Ann Discenza	Legislative District 6	Present	
George Wagner	Legislative District 15	Present	
John R Troy	Legislative District 1	Present	
Todd McAdam	Cortland Standard	Present	

MINUTES

Tuesday, January 10, 2017

RESOLUTIONS

Airport

Dwyer Park

1. Resolution 68-17

Authorize Issuance of a Theatrical Production and Custodial License Cortland Repertory Theatre Highway Department

COMMENTS - Current Meeting:

Mr. Krey said there is no change in the agreement from last year, he said Cortland Repertory Theatre pays the County \$500.00 for the license and in exchange CRT handles some of the maintenance and upkeep of the main pavilion. Ms. Jones said she would like to see the license fee reviewed and possibly increased. She says the County is very fortunate to have CRT, but the pavilion needs work. Mr. Sudbrink says CRT brings revenue into the county. Mr. Steinhoff CRT does put money into the pavilion, he asked why the county receives none of the revenue from the rental of the main pavilion but assumes the cost of liability. Mr. Steinhoff said other outside agencies are required to provide their own insurance.

Minutes Acceptance: Minutes of Feb 14, 2017 10:00 AM (MINUTES)

RESULT:	APPROVED [UNANIMOUS]	Next: 2/16/2017 10:00 AM
MOVER:	Gordon Wheelock, Legislative District 10 -Committee Member	
SECONDER:	Christopher Newell, Legislative District 11 -Committee Member	
AYES:	Wheelock, Steinhoff, Sudbrink, Jones, Newell	
ABSENT:	Thomas P. Hartnett	
EXCUSED:	Richard Bushnell	

Highway Department

2. Resolution 66-17

Abolish/Create Highway Department/Solid Waste Landfill Operations Crew Leader/Heavy Equipment Operator

COMMENTS - Current Meeting:

Mr. Krey said a crew leader at the landfill retired December 31st, he feels with Mr. Ernst at the landfill there is no need for this additional supervisory position. He said after reviewing the operation he has determined that the needs of the landfill will be better served with a heavy equipment operator position instead. The committee discussed not filling the position. Mr. Krey said he can get by without the position filled but if the volume of waste coming into the landfill increases he may need to fill it quickly and having the position authorized would allow that to happen. Mr. Sudbrink said he wants the position on the books but left unfilled at this time. Mr. Krey said funding for the position is in the budget and by going with the non-supervisory position it will result in a cost savings. Mr. Steinhoff asked if part time help could be used at the landfill particularly in the summer for maintenance work. Mr. Krey said he typically has difficulty filling seasonal positions.

RESULT:	APPROVED [UNANIMOUS]	Next: 2/16/2017 10:00 AM
MOVER:	Joseph Steinhoff, Legislative District 12- Vice Chair	
SECONDER:	Christopher Newell, Legislative District 11 -Committee Member	
AYES:	Wheelock, Steinhoff, Sudbrink, Jones, Newell	
ABSENT:	Thomas P. Hartnett	
EXCUSED:	Richard Bushnell	

3. Resolution 67-17

Authorize Superintendent of Highways to Execute the Undertaking in Connection with Highway Permits Issued by the New York State Department of Transportation

COMMENTS - Current Meeting:

Mr. Krey said this resolution gives him the authorization to fill out and submit permits.

RESULT:	APPROVED [UNANIMOUS]	Next: 2/16/2017 10:00 AM
MOVER:	Joseph Steinhoff, Legislative District 12- Vice Chair	
SECONDER:	Christopher Newell, Legislative District 11 -Committee Member	
AYES:	Wheelock, Steinhoff, Sudbrink, Jones, Newell	
ABSENT:	Thomas P. Hartnett	
EXCUSED:	Richard Bushnell	

4. Resolution 69-17

Amend Budget/Transfer Funds County Road Fund/Road Machinery Fund Utilities Highway Department

COMMENTS - Current Meeting:

Mr. Krey said there is no new money involved in this resolution, the funds will be used to pay utilities. This will apportion the money to the account where it was actually used.

RESULT:	APPROVED [UNANIMOUS]	Next: 2/16/2017 10:00 AM
MOVER:	Joseph Steinhoff, Legislative District 12- Vice Chair	
SECONDER:	Christopher Newell, Legislative District 11 -Committee Member	
AYES:	Wheelock, Steinhoff, Sudbrink, Jones, Newell	
ABSENT:	Thomas P. Hartnett	
EXCUSED:	Richard Bushnell	

5. Resolution 108-17

SEQRA Type II Action-Bridge Painting Project Cortland County Highway Department

COMMENTS - Current Meeting:

Mr. Krey said the SEQR review is a requirement per State Department of Transportation regulations.

RESULT:	APPROVED [UNANIMOUS]	Next: 2/23/2017 6:00 PM
MOVER:	Joseph Steinhoff, Legislative District 12- Vice Chair	
SECONDER:	Gordon Wheelock, Legislative District 10 -Committee Member	
AYES:	Wheelock, Steinhoff, Sudbrink, Jones, Newell	
ABSENT:	Thomas P. Hartnett	
EXCUSED:	Richard Bushnell	

6. Resolution 70-17

Approve Purchase Highway Pavement Milling Equipment Highway Department

COMMENTS - Current Meeting:

Mr. Krey said currently the County rents this piece of equipment, last year he spent \$92,000 renting this equipment. He said there is a municipal lease available, which will cost \$45,000 per year for five years at the end of the lease the County can opt to purchase the equipment for \$1.00. Mr. Krey said the first payment can be deferred for one year. In addition to this purchase he will also be looking to purchase a \$42,000 gravel box. Mr. Newell asked what the re-sale value of this equipment will be at the end of five years. Mr. Krey said he expects to keep the equipment longer than five years. Mr. Steinhoff suggested it could be traded for a newer model at the end of the lease term.

Mr. Krey said he has asked for a demo of the machinery in April to make sure it will perform to expectation. Mr. Sudbrink said this would not only result in a cost savings to the county but would alleviate equipment scheduling conflicts. Mr. Denkenberger questioned the cost of maintenance of this equipment. He said the rental rate includes an operator, he questioned if the County will have to hire an operator to run this equipment. Mr. Denkenberger suggested working with the towns to rent this equipment and operator to the various municipalities to help recoup the costs.

Minutes Acceptance: Minutes of Feb 14, 2017 10:00 AM (MINUTES)

RESULT:	APPROVED [UNANIMOUS]	Next: 2/16/2017 10:00 AM
MOVER:	Joseph Steinhoff, Legislative District 12- Vice Chair	
SECONDER:	Linda Jones, Legislative District 9 -Committee Member	
AYES:	Wheelock, Steinhoff, Sudbrink, Jones, Newell	
ABSENT:	Thomas P. Hartnett	
EXCUSED:	Richard Bushnell	

DISCUSSION/REPORTS

I. Discussion Items

1. Discussion Item (ID # 4268)

Purchase of Road Rehab Equipment

COMMENTS - Current Meeting:

Mr. Krey discussed replacement of the bridge crew truck. He has priced the vehicle out at about \$100,00, he would like to borrow or lease the vehicle for five years. He said he would be bringing a resolution to come forward next month.

RESULT:	COMPLETED
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2. Discussion Item (ID # 4269)

Extending Material/Service Bids

COMMENTS - Current Meeting:

Mr. Krey said he will bring a resolution next month for contracts that he is planning to extend, for those that will not be extended he will be preparing them for bidding. The committee discussed the rationale of bidding or re-bidding contracts versus extending existing agreements.

RESULT:	COMPLETED
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3. Discussion Item (ID # 4270)

BRIDGE-NY Award/Selection Committee

COMMENTS - Current Meeting:

Mr. Krey advised that the county has been awarded funding to support the replacement of a large culvert. Originally the award was \$492,000 but the amount of funding has been increased to \$542,000. The money was awarded to fund the replacement of a large culvert on Chenango Solon Pond Road, there is no local match funding required for this grant award.

RESULT:	COMPLETED
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4. Discussion Item (ID # 4271)

February Highway Departmental Activities Report

Minutes Acceptance: Minutes of Feb 14, 2017 10:00 AM (MINUTES)

COMMENTS - Current Meeting:

Mr. Krey said he feels his overtime budget is on track, he expects to pave three and half miles of road this summer using PAVE NY funds. Mr. Krey said he will bring a resolution next month for contracts that he is planning to extend, for those that will not be extended he will be preparing them for bidding. The committee discussed the rationale of bidding or re-bidding contracts versus extending existing agreements.

ATTACHMENTS:

- Highway Department Activities Report - February 2017 (DOC)

RESULT: COMPLETED

5. Discussion Item (ID # 4275)

Monthly Tie-Down Contract

COMMENTS - Current Meeting:

Mr. Krey said there is little demand for this type of rental and he was going to recommend that the tie down rentals be eliminated all together, but the Airport Advisory Committee has recommended that the short term rental option be continued.

RESULT: COMPLETED

Minutes Acceptance: Minutes of Feb 14, 2017 10:00 AM (MINUTES)

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 1

Approve Purchase Highway Bridge Crew Truck - Highway Department

WHEREAS, the Highway Department needs to replace the existing Bridge Crew Truck, AND

WHEREAS, the Highway Committee has approved the purchase of one (1) 2018 Freightliner M2 with Service Body, AND

WHEREAS, the Onondaga County Bid Reference #7974 for purchasing Freightliner cab, chassis and service box allows other municipalities within New York State to “piggyback” on the Onondaga County Bid, AND

WHEREAS, the Cortland County Highway Department has determined that it is in the best interest of Cortland County to utilize the Onondaga County Bid, AND

WHEREAS, the Highway Superintendent has recommended the purchase of one (1) 2018 Freightliner M2 with Service Body as follows:

Freightliner Truck

VENDOR

QUOTE

Tracey Road Equipment, Inc.
6803 Manlius Center Road
East Syracuse, NY 13057

(1) Truck @ \$99,232

, AND

WHEREAS, the amount is not to exceed \$99,232, AND

WHEREAS, five year municipal leasing is available through Mercedes-Benz Financial Services USA, LLC at an interest rate of 4.61% for an annual payment of \$21,674.37, AND

WHEREAS, the annual payment amount has been budgeted in the 2017 budget, NOW,
THEREFORE BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make the first annual lease payment from Account E51305.54301, Highway Vehicle Lease Account for the purchase of one (1) 2018 Freightliner Truck from Tracey Road Equipment, Inc.

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 2

Authorize Superintendent of Highways to Execute HGAC Interlocal Contract for Cooperative Purchasing

WHEREAS, Cortland County, from time to time, desires to purchase materials or equipment from the Houston Galveston Area Council (herein after referred to as the HGAC), AND

WHEREAS, Cortland County is required by the HGAC to provide proof of its eligibility and ability to execute an Interlocal Contract for Cooperative Purchasing,

NOW, THEREFORE, BE IT

RESOLVED, that the County Legislature authorizes the Superintendent of Highways to execute the Interlocal Contract for Cooperative Purchasing issued by the HGAC, upon approval of the County Attorney, AND BE IT FURTHER

RESOLVED, this Resolution shall take effect immediately.

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 3

Extend Bids/Award Agreements Highway Department

WHEREAS, the Highway Committee of the Cortland County Legislature advertised, received and opened bids for various materials, supplies and services used by the Highway Department in 2014, 2015 and 2016 with an option to extend existing bids for up to three years, AND

WHEREAS, the costs for said various supplies, materials and services have been appropriated in the 2017 Budget, NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the recommendations of the Highway Committee, the County will extend the existing 2014, 2015 and/or 2016 bid pricing to 2017 for the purchase of materials, supplies and services from the current respective low bidders meeting specifications as follows:

BITUMINOUS CONCRETE from Suit-Kote Corporation, 1911 Lorings Crossing Road, Cortland, NY 13045-5160

BITUMINOUS LIQUID from Suit-Kote Corporation, 1911 Lorings Crossing Road, Cortland, NY 13045-5160

GUIDE RAIL POST INSTALLATION from Silverline Construction, Inc., 4299 Newtown Road, Burdett, NY 14818.

IN PLACE RECYCLE PAVEMENT-COLD from Suit-Kote Corporation, 1911 Lorings Crossing Road, Cortland, NY 13045-5160

PAINTING TRAFFIC LINES from Seneca Pavement Markings, 3526 Watkins Rd., Horseheads, NY 14845.

PAVEMENT CRACK SEALING from Suit-Kote Corporation, 1911 Lorings Crossing Road, Cortland, NY 13045-5160

PROCESSING OF HIGHWAY AGGREGATE from RMS Gravel, PO Box 455, Dryden, NY 13053.

TREE AND STUMP REMOVAL SERVICE from Stub's Tree Service, 4671 Syrian Hill Rd., McGraw, NY 13101.

TRUCKING OF HIGHWAY AGGREGATE from Van Slyke Trucking, Inc. PO Box 15218, Syracuse, NY 15218.

AND, BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney or designee and subject to appropriation of funding by the Legislature, are hereby authorized to execute any agreements associated with said extensions.

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 4

Approve Purchase Used Chipper Spreader - Highway Department

WHEREAS, the Highway Department rents various equipment for the annual rehabilitation of County roads, AND

WHEREAS, the purchase of a used chip spreader in conjunction with other equipment will allow a more efficient and inexpensive option to rehabilitate said roads, AND

WHEREAS, sealed bids for a used chip spreader were received and opened by the Highway Department on March 13, 2017, AND

WHEREAS the results of the bids are as follows:

VENDOR

BID QUOTE

AND

WHEREAS, the lowest responsible bidder is _____, AND

WHEREAS, the Highway Committee has approved, and the Highway Superintendent has recommended, the purchase of one (1) used _____ Chip Spreader, AND

WHEREAS, the amount is not to exceed \$xx,xxx, AND

WHEREAS, the bid amount has been budgeted in the 2017 budget, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account E51305.52035, Road Machinery Fund for the purchase of one (1) used 20xx xxxxx Chip Spreader from _____.

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 5

Approve Purchase Highway Roadside Mower - Highway Department

WHEREAS, the Highway Department needs to purchase a roadside mower to maintain an acceptable rate of roadside maintenance, AND

WHEREAS, the Highway Committee has approved the purchase of one (1) 2017 New Holland T4.9 Tractor with flail mower attachment, AND

WHEREAS, the Cortland County Highway Department has determined that it is in the best interest of Cortland County to purchase said equipment utilizing the NJPA bid, contract #070313-AGI, AND

WHEREAS, the Highway Superintendent has recommended the purchase of one (1) 2017 New Holland T4.90 Tractor with Flair Mower as follows:

Tractor w/Mower

VENDOR

QUOTE

CNY Farm Supply
3865 US Route 11
Cortland, NY 13045

(1) Tractor w/Mower @ \$103,036

, AND

WHEREAS, the amount is not to exceed \$103,036, AND

WHEREAS, the above amount has been budgeted in the 2017 budget, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account E51305.52035, Road Machinery Fund for the purchase of one (1) 2017 New Holland T4.90 Tractor with Mower from CNY Farm Supply.

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 6

Approve Purchase Highway Aggregate Spreader - Highway Department

WHEREAS, the Highway Department rents various equipment for the annual rehabilitation of County roads, AND

WHEREAS, the purchase of an aggregate spreader in conjunction with other equipment will allow a more efficient and inexpensive option to rehabilitate said roads, AND

WHEREAS, sealed bids were received and opened by the Highway Department on March 13, 2017, AND

WHEREAS the results of the bids are as follows:

<u>VENDOR</u>	<u>BID QUOTE</u>
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AND

WHEREAS, the lowest responsible bidder is _____, AND

WHEREAS, funds will be available by appropriation from highway road projects as a result of lower project costs, AND

WHEREAS, the Highway Committee has approved, and the Highway Superintendent has recommended, the purchase of one (1) 2018 DoMor R600c Aggregate Spreader, AND

AND

WHEREAS, the amount is not to exceed \$41,400, NOW THEREFORE BE IT

RESOLVED, that the Highway Budget be amended as follows:

COUNTY ROAD FUND CHANGE		Original	Change	Final
D51125.54065.7076	Crains Mills Road Rehab Equip	\$108,150	-\$5,500	\$102,650
D51125.54065.7077	East River Road Rehab Equip	\$129,270	-\$5,500	\$123,770
D51125.54065.7079	Linclean Road Rehab Equip	\$161,760	-\$5,500	\$156,260
D51125.54077.7076	Crains Mills Road Rehab Mater	\$143,150	-\$5,500	\$137,650
D51125.54077.7077	East River Road Rehab Mater	\$178,350	-\$5,500	\$172,850
D51125.54077.7079	Linclean Road Rehab Mater	\$269,600	-\$5,500	\$264,100
D99015.99525	Transfer to RDM	\$0	\$33,000	\$33,000
			\$0	

ROAD MACHINERY FUND CHANGE

E51305.52035	Equipment	\$420,000	\$33,000	\$453,000
E99505.99530	Transfer from CR	\$0	<u>-\$33,000</u>	-\$33,000
			\$0	

AND, BE IT FURTHER

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account E51305.52035, Road Machinery Fund for the purchase of one (1) 2018 DoMor R600c from _____.

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 7

Amend 2017 Budget Kinney Gulf Road Bridge - Highway Department

WHEREAS, the Cortland County Legislature approved Resolution 293-14 awarding the Engineering Agreement for Design, Right of Way Incidentals and Right of Way Acquisition for the Kinney Gulf Road Bridge Project #D034229 to Delta Engineers, for an amount not to exceed \$278,354, AND

WHEREAS, during the 2017 Budget preparation process, Delta Engineers expected that most of this phase of the project would be completed in 2016, AND

WHEREAS, the NYSDOT has delayed the construction of said project until 2018 instead of 2017, the Engineering Phase of this project was not completed in 2016, AND

WHEREAS, there was an unexpended balance remaining in account # H51225.54055.2808 (Professional Services) in the amount of \$113,898.67 in the 2016 budget that will need to be moved to the 2017 budget, NOW THEREFORE BE IT

RESOLVED, that the 2017 Budget be amended as follows:

		2017 Original	Change	Final
HH51225.54055.2808	Kinney Gulf Bridge Prof Serv	\$25,000	\$88,898	\$113,898
HH512243.43597.2808	State Revenue	(\$244,950)	(\$13,335)	(\$258,285)
HH512244.44597.2808	Federal Revenue	(\$1,306,400)	(\$71,118)	(\$1,377,518)
HH512248.45031.2808	Interfund Trans Revenue	\$0	(\$4,445)	(\$4,445)
A99505.99565.2808	Transfer to Capital	\$81,650	\$4,445	\$86,095
A19905.91000	Approp General Fund Bal	(\$3,784,923)	(\$4,445)	(\$3,789,368)

ON MOTION OF CHARLES SUDBRINK, CHAIR

AGENDA ITEM NO. 8

Award Highland Road Large Culvert Replacement (C.I.N. 134-0508-152.66) Highway Department

WHEREAS, the Cortland County Highway Department advertised for bids for the 2017 Highland Road Large Culvert Replacement (C.I.N. 134-0508-152.66) Project, AND

WHEREAS, sealed bids were opened on March 13, 2017 at 10:00 a.m. at the Highway Administration Building, AND

WHEREAS, the bids received are as follows:

BIDDERS	BID
G. DeVincentis & Son 7 Belden St. Binghamton, NY 13903	\$516,000.00
Procon Contracting, LLC P.O. Box 1037 Vestal, NY 13851	\$519,000.00
Silverline Construction, Inc. 4299 Newtown Road Burnett, NY 14818	\$521,774.00
Suit-Kote Corporation 1911 Lorings Crossing Road Cortland, NY 13045	\$537,228.12
ZMK Construction, Inc. 3430 RTE 434 Apalachin, NY 13732	\$544,000.00
R. DeVincentis Construction, Inc. One Brick Avenue Binghamton, NY 13901	\$579,000.00
Economy Paving Co., Inc. 1819 NYS Route 13 Cortland, NY 13045	\$637,859.89
Vector Construction Corporation 6364 Island Road Cicero, NY 13039	\$713,000.00
M.R. Dirt, Inc. 21262 PA-187 Towanda, PA 18848	\$795,000.00

, NOW THEREFORE BE IT

RESOLVED, that in accordance with the recommendations of the Highway Committee, Cortland County hereby awards the construction agreement to the lowest responsible bidder being G. DeVincentis, 7 Belden St., Binhamton, NY 13903, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, is hereby authorized to sign an agreement with G. DeVincentis , AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment for said agreement from Account # D51125.54077.7081 for an amount not to exceed \$516,000.00 .

**CORTLAND COUNTY AIRPORT
GEN. LEVI R. CHASE FIELD**
922 NYS Route 222
Cortland, NY 13045

MONTHLY TIE-DOWN RENTAL AGREEMENT

This Lease Agreement by and between the County of Cortland, a municipal corporation organized and existing under and by virtue of the laws of the State of New York (hereinafter called Landlord), with principal offices at 60 Central Avenue, Cortland, NY 13045 and _____ of _____ (hereinafter called Tenant), each in consideration of the covenants and agreements to be performed by the other, agree as follows:

Landlord is the owner of the facilities for the tie-down of aircraft (herein called the "Tie-down Area") located at Cortland County Airport – Gen. Levi R. Chase Field, 922 NYS Route 222, Cortland, NY 13045.

Tenant wishes to lease space in the Tie-down Area for the aircraft listed in section 3 of this agreement, which is owned or leased by the Tenant.

1. TERM OF LEASE: This lease shall be for a term of one (1) month, commencing on _____ and shall continue from month to month until terminated by either the Tenant or the Landlord as hereinafter provided for under Article 10 of this agreement.
2. RENTAL FEE: Tenant agrees to pay the Landlord as rent, for use of the rental space and facilities, for and during said term hereof, the monthly rental rate established by the Cortland County Legislature. The current rental rate is \$50.00 and the monthly rental rate is subject to periodic change by Resolution of the Cortland County Legislature.

If during the term of this lease or any subsequent renewal thereof, the Cortland County Legislature sets a higher monthly rate than was in effect on the date of the signing of this lease, Tenant shall have the option to either terminate the lease or pay the increased rental rate.

The Tenant shall pay each such monthly rental payment by check, money order or certified check to the "Cortland County Highway Department," mailed to Cortland County Airport, 60 Central Avenue, Cortland, NY 13045, in advance, on or before the first business day of each month, and not later than the tenth (10th) day of the month.

A one and one-half percent (1½%) penalty shall be assessed for rent payments received after the 10th day of the month for all rent payments in such arrears. It is further understood and agreed that any rents or fees which remain unpaid for a period of sixty (60) days places this lease in default and a lease termination notice will be mailed to Tenant.

3. AIRCRAFT TO BE STORED IN TIE-DOWN AREA: Tenant covenants that he/she is the owner of the following identified aircraft which has been properly certificated, registered and licensed by the Federal Aviation Administration (**1 copy of this information/certificate to be furnished at signing of this lease agreement for Landlord files**):

AIRCRAFT MFR.MODELN-NUMBERCOLOR

Tenant covenants and agrees that the leased Tie-down space shall be used only for the above referenced aircraft.

Tenant agrees that the Tie-down space shall be used for storage of the aircraft described above and in an airworthy condition only, with current annual inspection reflected in Tenant's aircraft logbooks, and Tenant shall supply a copy of logbook proving such airworthiness and annual inspection to Landlord upon demand of Landlord.

If the Tenant purchases a new aircraft to be stored in the leased space, Tenant shall within three business days notify landlord of the new aircraft information and provide proof of insurance. In the event the Tenant sells or loses the above referenced aircraft, the Tenant shall notify the Landlord and shall be given thirty (30) days to replace the above referenced aircraft or to notify Landlord, in writing, of the Tenant's desire to terminate said lease. Should the Tenant fail to obtain another aircraft within the thirty (30) day period, the Tenant places this lease in default and a lease termination notice will be mailed to Tenant by the Landlord. In executing this lease, the Tenant acknowledges and accepts that in the event the above referenced aircraft is sold, the occupancy of the Tie-down space will not transfer to the new aircraft owner.

4. DEFENSE AND INDEMNIFICATION: The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.
- a) Tenant represents that he/she has inspected the hangar, its structure, its physical location, and its proximity to other aircraft, and finds the same to be acceptable for its intended use under this lease.
 - b) Tenant agrees that the leased premises is leased as is, where is. Tenant waives any claim against Landlord for damages that may in the future be suffered to his/ her person or property because of the condition of the leased premises. The Tenant agrees to hold the Landlord harmless and indemnifies Landlord from any claim, demand, or cause of action pertaining to the leased premises throughout the term of this lease or the Tenant's use of the premises (whichever is longer). This hold harmless includes claims, demands, and causes brought by the Tenant, his/her heirs, assigns, and includes without limitation his/her agents, employees, and guests, and any claims brought by other tenants. The tenant agrees that this hold harmless agreement includes attorney fees and court costs incurred by the Landlord in defending any claims or demands.
 - c) Tenant shall indemnify and save harmless the Landlord and its agents, employees, legislative body, other tenants, and guests from any judgment recovered by anyone for personal injury or property damage sustained or claimed to be sustained by reason of any activities of the Tenant or its agents, guests, or invitees, and the Tenant shall pay all expenses in defending against the Landlord or any of the persons above enumerated and described.

d) The Landlord, its agents, employees or officials shall not be liable for any weather related damage to Tenant's Aircraft or any loss due to theft or vandalism.

5. RULES AND REGULATIONS:

a) The Tenant agrees to be bound by and comply with any and all rules, regulations, terms, and requirements imposed by state or federal governments on the County in regard to the Cortland County Airport. Tenant, shall obey such local rules, regulations, and requirements such as "Field Regulations" as may from time to time be promulgated by Landlord and/or the Airport Manager, or Landlord's authorized agents in charge of the Airport, to insure the safe and orderly conduct of operations and traffic to, from or upon the demised premises, and Tenant shall obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of New York for like purposes. The current "Cortland County Airport Field Regulations" is provided with this lease and referred to as Exhibit A and Tenant, by Tenant's signature, hereby certifies receipt of same.

b) Tenant covenants and agrees to observe and obey all lawful rules and regulations that may from time to time during the term of this lease be promulgated and enforced by the Landlord or any public body having jurisdiction thereof for the conduct and operation of Cortland County Airport, including but not limited to the County of Cortland, the Federal Aviation Administration (FAA) and the New York State Department of Transportation (NYSDOT), Aviation Division. Tenant agrees to abide by all federal, state and local government laws, rules and regulations regarding use, security and operation of aircraft pertaining specifically to said airport.

c) Violation of any federal or local laws and ordinances or rules and regulations adopted by the Landlord, as well as failure to conform to any terms of this lease, may result in the immediate cancellation of said lease by the Landlord. In the event of cancellation of said lease for any reason other than default in rental payments, the Tenant shall immediately remove any and all properties from said T-Hangar space and/or the Landlord shall have the right to take possession of and enter the T-Hangar, remove the Tenant's aircraft and other property and take any other reasonable actions without liability to the Landlord but at the sole cost to the Tenant.

6. INSURANCE:

a) The Tenant shall not commence storage of the above referenced aircraft under this Agreement until he or she has obtained all insurance required under this paragraph, at the Tenant's own expense, and the Landlord has approved such insurance. The Landlord requires the following insurance coverage and amounts:

- i) Aviation Liability coverage with a combined single limit of \$1,000,000.00; and
- ii) Statutory Worker's Compensation and Disability Coverage, if applicable.

b) Tenant shall give a full copy of the initial insurance policy, and any and all renewals or replacements thereof, to the Cortland County Airport Administrator and County Attorney. The initial policy will be provided before the beginning of the term of this lease and, in the case of renewals or replacements, prior to the effective date of such renewal or replacement.

- c) Such policy shall name “Cortland County” as named insured and Tenant shall be solely responsible for payment of the insurance premium.
- d) The insurance policy shall also guarantee that the policy shall not be cancelled without at least thirty (30) days written prior notice to the named insured and County of Cortland.
- e) The Tenant shall submit at the time of the execution of this Agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the Landlord which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically “Cortland County, 60 Central Avenue, Cortland, New York 13045” as an additional insured. In addition, the Tenant must provide an endorsement to the policy showing that the Landlord is actually insured together with a copy of the policy declarations page.
- f) Each policy of insurance shall be provided on an “occurrence” basis.
- g) Every required policy, including any required endorsements and any umbrella/excess policy, shall be primary insurance. Insurance carried by Cortland County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Tenant.
- h) If the Tenant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the Landlord may exercise any rights it has in law or equity, including but not limited to the following:
 - i) Immediate termination of the Agreement;
 - ii) Withholding any/all payment(s) due under this contract or any other contract it has with the Tenant (common law set-off); OR
 - iii) Procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the Landlord shall be repaid upon demand, or at the Landlord’s option, may be offset against any monies due to the Tenant.

7. TIE-DOWN AREA USE:

- a) Any accident shall be reported to the Landlord as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Landlord as soon thereafter as possible but no later than three (3) days after the date of such accident.
- b) Tenant shall notify Landlord in writing at least five (5) days prior to the removal of the aircraft from the airport.
- c) Tenants shall keep the Tie-down space clean at all times and if found to be in violation or found to be a fire or accident hazard, Tenant shall be so informed and Tenant shall immediately clean and/or remove all items in violation or causing such hazard. If the Tenant fails to immediately clean and/or remove all items in violation or causing such hazard, the

Landlord will do so at the Tenant's expense. The Tenant will at all times remain solely liable for any environmental contamination caused by the Tenant.

- d) The Tie-down space shall not be used as a workshop, repair shop, maintenance shop or storage shop; painting and major aircraft repairs therein are prohibited.
- e) Tenant agrees that the only maintenance of aircraft he/she shall be permitted to perform in the Tie-down space is repairs and/or maintenance specifically authorized under Federal Aviation Regulations, Part 43, Maintenance, Preventive Maintenance, Rebuilding, and Alteration, which does not require the services of a licensed A&P Mechanic. This maintenance may be performed by the owner/pilot of the aircraft only.
- f) Tenant agrees that he/she shall not do or permit any act or thing upon the premises:
- i.) Which will invalidate or conflict with any insurance policies covering the Tie-down space or other premises at the Airport, or
 - ii.) Which may constitute a hazardous condition so as to increase the risk normally attendant upon the operations permitted by this Agreement.
- g) Tenant agrees to accept all facilities on the leased premises on an "as is" basis; further, Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down devices used to secure aircraft, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure his/her aircraft.
- h) Tenant agrees to move, store and operate said aircraft, and to provide all ropes, chains, straps, wheel chocks, fire extinguisher, grounding wires, grounding clamps and any other equipment necessary to properly and safely secure the aircraft within the Tie-down space. Tenant hereby agrees that the Landlord will not provide any services or equipment in regard to the moving, storing or operation of said aircraft.
- i) Tenant agrees, at his/her own expense, to cause to be removed from the Tie-down space all wastes, garbage, and rubbish, and agrees not to deposit the same on any part of the Airport.
- j) Tenant shall not use the rented space in the Hangar or any other part of the Cortland County Airport to conduct a commercial enterprise (revenue-producing activities); nor shall the Cortland County Airport be used as a base of operation for any commercial enterprise except under a separate lease agreement with the Landlord for that purpose.
8. ASSIGNMENT: The right of use and occupancy of the Tie-down space granted herein is to the Tenant named above for Tenant's aircraft listed above only. The Tenant shall not assign this lease nor shall Tenant make any sub-lease or sharing agreements without prior written approval of the Landlord. Further, neither party may assign nor sub-contract this Agreement or any portion thereof, without prior written consent from the other party hereto.
9. FUELING OF AIRCRAFT: Tenant agrees to fuel and refuel his/her aircraft with fuel purchased and dispensed from the Cortland County Airport fuel facility for any and all refueling of said aircraft accomplished on the Cortland County Airport property. No express or implied approval is or shall be granted to allow fueling operations performed by the

Tenant other than through the use of the County Airport Fuel Facility. The Tenant shall perform all fueling operations in conformance with all federal, state and local regulations.

10. TERMINATION OF LEASE: Either party may terminate this agreement for any cause or reason by giving the other party five (5) days prior written notice. Tenant hereby agrees that the Landlord reserves the right to terminate without notice or good cause. Upon termination of this lease, Tenant shall promptly remove the aircraft from the leased premises.

In addition, this lease will be terminated at the end of the current month where the aircraft has not been tied-down at the airport for 10 days in a row, without the necessity of the tenant or landlord providing prior written notice of five (5) days.

11. GOVERNMENTAL AUTHORITY: In the event that any governmental agency by order or otherwise require the use or disuse of the Cortland County Airport-Chase Field, or any or all of the properties connected therewith or used incidental thereto, including the T-Hangar space, by reason of way of governmental emergency or necessity, the Landlord shall be released and relieved from any or all responsibility to the Tenant for the performance of this Agreement during the term of such governmental possession or occupancy and this lease and all of the terms and conditions hereof shall be suspended during said period.

Upon the termination of such governmental possession and occupancy, this lease may at the option of the Tenant, be extended and continued for a period equal to the period of governmental possession and occupancy, under the same terms and conditions of this lease. Nothing herein contained shall be construed to restrict Tenant's right to compensation or claim against said governmental agency by reason of the taking, use and occupancy of the T-Hangar space in accordance with the provisions of this paragraph.

12. VENUES AND DISPUTES: Tenant agrees that the exclusive means of disposing of any dispute arising under a contract with Cortland County, which is not disposed of by Lease, shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Tenant must proceed diligently with contract performance. The Tenant waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain; any money requested must be fully supported by all cost and pricing information.
13. APPLICABLE LAW: This Lease shall be governed according to the laws of the State of New York.
14. REMEDIES: Tenant agrees that the remedies specified herein shall be cumulative and in addition to any other remedies available at law or in equity. Waiver of a breach of any provision of this Lease shall not constitute a waiver of any other or future breach of the same provision or any other provision of the entire Lease. Any dispute arising under this Lease which is not disposed of by Lease shall be decided by a New York State court of competent jurisdiction. Venue for such litigation shall be Cortland County, New York. Pending final resolution of a dispute, Tenant must proceed diligently with Lease performance.

15. NOTICE: All notices of any nature referred to in this agreement shall be in writing and EITHER presented by personal delivery to the offices of the Cortland County Attorney as verified by a signed receipt from the County Attorney’s Office or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the Tenant:

To the Landlord (County):

Chairman of the Legislature	AND	Cortland County Highway Department
County of Cortland		Philip Krey, Highway Superintendent
60 Central Avenue		60 Central Avenue
Cortland, NY 13045		Cortland, NY 13045

16. SEVERABILITY: In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceable provision shall not affect the remaining provisions of this contract, which provisions shall continue in full force and effect.

17. EXECUTORY CLAUSE: The County shall have no liability under this contract to the Tenant or to anyone else beyond funds appropriated and available for this contract.

18. PRIVILEGES: Tenant shall have the right of general use of all public Airport facilities in common with other authorized Airport users and improvements of a public nature which are now or may hereafter be connected with or appurtenant to said Airport except as hereinafter provided. For the purpose of this lease "Public Airport Facilities" shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, navigational and aviation aids, lighting facilities, or other public things appurtenant to said Airport.

It is mutually agreed that the right to use said public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the Laws of the United States of America and the State of New York, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all applicable rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority or by law.

In addition to the general privileges, uses, rights, and interests attaching to the Tie-down space herein described and without limiting the generality thereof, the following particular privileges, uses, rights and interests are demised to the Tenant, to wit:

- The use in common with other authorized users of said Airport facilities and navigational aids and facilities relating thereto for purposes of commercial and non-commercial landings, take-off, and taxiing of aircraft,

- The unrestricted use of and a right of ingress to and egress from the Tie-down space without charge therefore.

19. MECHANIC’S LIENS: The Tenant agrees that in the event any mechanic’s lien is filed against Tenant in connection with the leased premises or Tenant’s aircraft or if any action is brought in connection therewith against Tenant, Landlord, or both, and such mechanic’s lien is not promptly discharged by Tenant by payment, Tenant shall forthwith obtain a discharge of such lien by making an offer to pay and paying into Court sufficient monies to obtain a discharge thereof in accordance with the provisions of Section 55 and other pertinent provisions of the Lien Law, and the Tenant will obtain such charge of lien at its own expense.

20. ASSIGNED TIE-DOWN SPACE: The Tenant is hereby assigned Tie-down Space _____.

IN WITNESS WHEREOF, the Tenant has caused this instrument to be executed this date and the Landlord has caused this instrument to be executed in its name by the Chairman of the Cortland County Legislature, in the day and year below written.

FOR LANDLORD: _____
(Signature)

BY: _____, Chairman, Cortland County Legislature

DATE: _____

FOR TENANT: _____
(Signature)

BY: _____
(Print Name)

DATE: _____

ACKNOWLEDGMENT OF LANDLORD:

State of New York } ss
County of Cortland } ss

On thisday of, 20..... before me, the undersigned, a Notary Public in and for said State, personally appeared _____, as Chairman of the Cortland County Legislature, Cortland, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and that said _____ duly acknowledged to me that he executed the same pursuant to the power and authority vested in him by the Cortland County Legislature, and that by his signature on the instrument he executed the instrument pursuant to the authority vested in him.

Notary Public

Attachment: Monthly Tie-Down Rental Agreement (February 2017) (4303 : Airport Monthly Tie-Down Rental Agreement)

ACKNOWLEDGMENT OF TENANT IF INDIVIDUAL:

State of..... }ss:
County of..... }ss:

On thisday of20....., before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is 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

ACKNOWLEDGMENT OF TENANT IF CORPORATION:

State of..... }ss
County of..... }ss

On thisday of, 20....., before me, the undersigned, a Notary Public in and for said State personally came and appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that he / she resides at..... and that he / she is the of the corporation described in and which executed the foregoing instrument; that he / she knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

Notary Public

END OF AGREEMENT

Attachment: Monthly Tie-Down Rental Agreement (February 2017) (4303 : Airport Monthly Tie-Down Rental Agreement)

MARCH 2017 HIGHWAY DEPARTMENT REPORT

Administration

Prepared Resolutions
 Closing out FAA/NYS DOT contracts
 Town Highway Superintendents Monthly Meeting
 Town Meeting in Marathon
 NYSCHSA Conference Call
 LEPC Meeting
 Local Rods Matter Lobby Day (Albany)
 Marketing Meetings with Consultants
 Developed Bid Specs for Materials/Services – out to bid
 Determining Additional 2017 Road Projects under PAVE-NY
 Budget Update and Overtime: See attached

Projects

Various Bridge Painting - Federal Aid Project – Final Plans, Specs, and Estimate submitted to NYSDOT. 2017 construction
Kinney Gulf Rd. Bridge – Federal Aid Project – Final design ongoing. 2018 construction. ROW purchases progressing.
Blodgett Mills Bridge Rehabilitation – Federal Aid Project – Draft Design Report submitted to NYSDOT. 2018 construction.

2017 Projects:

Road Projects:

Hauling gravel and 1A stone for projects and maintenance.

East River Road
Crains Mills Road
Freetown Cross Road
Lincklaen Road
Song Mountain Road

Bridge and Large Culvert Projects:

Highland Road Bridge – Design complete (consultant) – out to bid
Lower Cincy Willet Road Culvert (slip line)
Freetown Cross Road Culvert (slip line)
Cold Brook Road Culvert (slip line)
Daisy Hollow Road Culvert – Design complete (in-house) – out to bid
Bloody Pond Road – Design complete (in-house) – out to bid

PAVE-NY Projects:

(TBD) Anticipate 3” overlay with reclaimed binder (millings/pug mill), and surface treat. Identifying roads and determining costs

BRIDGE-NY Projects:

Chenango Solon Pond Large Culvert Replacement – Received eight responses to Letters of Interest (LOI) sent to 15 firms on Region 3 LDSA consultant list for design. 100% State funded, \$542,000 total project cost. Need to set up Selection Committee. 2018 construction.

Staffing

Heavy Equipment Mechanic – Leaving position open for now

HEO – Filled

HEO – Filled

Equipment

Ordered one new 10-wheel truck. Anticipated delivery – May 2017

Road Maintenance – Continued with pothole repairs, tree removal, ditching as weather permits. Snow and ice removal. Hauling 1A stone and gravel for road projects.

Dwyer Park

Wade Pool – epoxy paint received – paint next spring

Airport

Master Plan Update – Submitted responses to FAA comments on MPU. Final MPU approval expected in spring 2017. Submitted Airport Grant Pre-Application Checklist for Apron Rehabilitation Design.

New T Hangars – concurrence from NYSDOT to modify drives to new hangars not received in time – will delay work until spring 2017.

NYSDOT Grant Application – Submitted signed grant agreement for Jet-A Fuel Farm to NYSDOT.

Airport Advisory Committee – Met on February 8.