

RESOLUTION NO. 2016214

RE: AUTHORIZING COUNTY EXECUTIVE TO EXECUTE EASEMENT
BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY
WATER AND WASTEWATER AUTHORITY PERTAINING TO THE
DUTCHESS COUNTY AIRPORT WATER LINE EXTENSION PROJECT

Legislators BORCHERT, BOLNER, STRAWINSKI, HORTON, INCORONATO,
FORMAN, and SAGLIANO offer the following and moves its adoption:

WHEREAS, pursuant to Resolution No. 2015217, the County retained the Dutchess
County Water and Wastewater Authority (WWA) to act as its Agent for the construction of the
water pipeline starting at the Dutchess County Central Dutchess Water Transmission Line which
generally follows a westerly route to the terminus at the DC Airport,

WHEREAS, on or about June 1, 1998, the County and WWA entered into a Service
Agreement wherein the WWA may cause Water Service to be provided to the various water
districts throughout the County which agreement has, from time to time, been amended, and

WHEREAS, the WWA is requesting the easement from the County for the purpose of
constructing the Dutchess County Airport Water Line Extension Project being implemented by
the WWA which shall enable the construction of an interconnection to the existing Central
Dutchess Water Transmission Line, in the vicinity of the eastern terminus of Airport Drive, and

WHEREAS, the WWA is requesting the easement on tax parcel 6359-03-075290, located
on the easterly side of Airport Drive in the Town of Wappinger which is currently owned by the
County, and

WHEREAS, a copy of the proposed easement is annexed hereto, now therefore, be it

RESOLVED, that the County Executive, or his designee, is authorized to execute the
easement, in substantially the same form as annexed hereto, between the County of Dutchess and
the Dutchess County Water and Wastewater Authority pertaining to the Dutchess County Airport
Water Line Extension Project.

CA-119-16
CRC/G-0964
08/09/16
Fiscal Impact: See attached statement

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of September 2016, and that
the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of September 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS
(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Bridget Barclay

Prepared On: 8-8-2016

**Water Distribution Main Easement
DC Airport Water Service Project**

This Indenture is made and entered into this ___ day of _____, 2016 by and between the County of Dutchess, a municipal corporation with its principal offices at 22 Market Street, Poughkeepsie, NY 12601 (the "Grantor") and the Dutchess County Water and Wastewater Authority, a public benefit corporation created pursuant to Title 6-C Article Five of the Public Authorities Law, as amended (the "Act"), of the State of New York with an office at 27 High Street, Poughkeepsie, New York 12601, (the "Grantees").

WITNESSETH

The Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Grantees, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, and release unto the Grantees, its successors and/or assigns an easement to install, maintain, repair and replace a water distribution main and related appurtenances under and through the real property of the Grantor situate in the Town of Wappinger, County of Dutchess and State of New York (the "Property") in the easement area more particularly described in Exhibit "A" annexed hereto (the "Easement Area").

The Property of Grantor subject to this easement is described in a deed recorded on March 21, 1985 in the Dutchess County Clerk's Office in Liber 1666 of Deeds at page 184.

The Grantor grants and conveys to the Grantees a perpetual easement to enter the Easement Area for the purposes of installing, maintaining, repairing and replacing a water distribution main and related appurtenances within, under, and through the Easement Area from time to time, as the Grantees may deem necessary. The said water distribution main and appurtenances shall at all times remain the property of the Authority and under its exclusive control and supervision, and the Grantor shall not interfere with or cause injury or damage to said water distribution main and appurtenances or interfere with the rights granted to the Grantees hereunder. The Grantor agrees that it shall place no permanent structures, fences or trees on or within the Easement Area.

The Grantees shall indemnify and hold harmless the Grantor, their successors, and assigns from any claims arising out of any action taken on the Property by the Grantees, their employees, or agents in connection with the easement granted to the Grantees by the Grantor, including but not limited to, action taken to install, repair, maintain and replace the water distribution main and related appurtenances.

The Grantees shall exercise good faith efforts to perform the installation, maintenance, repair and replacement of the water distribution main and appurtenances without materially interfering with the use and enjoyment of the Grantor of the Property. The Grantees shall restore the surface of the Easement Area and any other portion of the Property disturbed by the Grantees in the exercise of its rights hereunder to a similar condition such surface was in prior to the Grantees installing any water distribution main or related appurtenances and any maintenance, repair or replacement of the water distribution main and appurtenances, but shall be under no obligation to

replace or restore any gardens, trees, shrubbery, similar plantings, structures, fences, or other improvements, as the surface of the Easement Area is to remain open and unobstructed.

This easement shall run with the Property and bind the Grantor, Grantor's successors and assigns in perpetuity.

By: _____
(Owner # 1)

STATE OF NEW YORK, COUNTY OF DUTCHESS SS:

On this ___ day of _____, 2016, before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Record and Return to:

Dutchess County Water and Wastewater Authority
27 High Street
Poughkeepsie, New York 12601
Attention: Peter J. Fadden, PE

Exhibit A
Description

All that certain plot, piece or parcel of land situate, lying and being in the Town of Wappinger, County of Dutchess and State of New York and being more particularly described as follows:

Beginning at a point on the easterly line of lands now or formerly Global Satellite, LLC and the westerly line of lands now or formerly County of Dutchess at the northwesterly corner of the parcel herein described and which point is distant N 87° 59' 09" E 1047.44 feet from a point on the easterly side of Airport Drive where the same is intersected by the easterly line of lands now or formerly Rabasco and the westerly line of lands now or formerly Global Satellite, LLC; thence from said point of beginning through lands now or formerly County of Dutchess the following three (3) courses:

1. N 75° 33' 19" E 108.38 feet
2. S 14° 26' 12" E 30.00 feet and
3. S 75° 33' 19" W 108.38 feet

to the easterly line of lands now or formerly Global Satellite, LLC and the westerly line of lands of the County of Dutchess; thence along the easterly line of lands now or formerly Global Satellite, LLC and the westerly line of lands now or formerly County of Dutchess N 14° 26' 12" W 30.00 feet to the point and place of beginning. Containing within said bounds 3,251 square feet, 0.075 acres more or less.

RESOLUTION NO. 2015217

RE: AUTHORIZING AGREEMENT WITH DUTCHESS COUNTY WATER
AND WASTEWATER AUTHORITY

Legislators HUTCHINGS, ROLISON, FLESLAND, BOLNER, BORCHERT, HORTON, SAGLIANO, THOMES, JETER-JACKSON, FARLEY, and STRAWINSKI offer the following and move its adoption:

WHEREAS, pursuant to Resolution No. 202137, the County made and entered into an Agreement with the Dutchess County Water and Wastewater Authority ("Authority"), County Contract Number 02-0552-WA, dated June 27, 2002, by the terms of which the County was to acquire excess capacity in the water transmission line for \$3,000,000.00 in consideration therefor, and, in addition, agreed to convey to the Authority a 30' construction easement and a 15' permanent easement over the length of the railroad corridor needed for the water main, subject to certain conditions contained therein, and

WHEREAS, pursuant to Resolution No. 204291, the County made and entered into an Agreement with the Authority, County Contract Number 04-0730-WA, dated November 19, 2004, whereby the County and the Authority agreed that the Authority would construct and thereafter maintain the Central Dutchess Water Transmission Main and that the County would acquire a reservation of capacity in the Central Dutchess Water Transmission Main, consisting of one-half of the total capacity of the Central Dutchess Water Transmission Main, such acquisition assuring the availability to the County for future anticipated use of the Central Dutchess Water Transmission Main by municipalities and persons along or connecting to the Central Dutchess Water Transmission Main of a transmission main for the delivery of potable water, as such municipalities and persons may, from time to time, require, and

WHEREAS, the County requires a source of potable water at the Dutchess County Airport located in the northern section of the Town of Wappinger, NY, and the County has decided to elect to utilize a portion of its capacity in the Central Dutchess Water Transmission Line and has selected as a source of the water a connection to the Central Dutchess Water Transmission Line, and

WHEREAS, pursuant to Resolution No. 2015007, the Dutchess County Legislature authorized the issuance of \$2,900,000.00 in bonds to pay the cost of the construction of a water main line from the Central Dutchess Water Transmission Line to the County Airport, and

WHEREAS, the County has solicited grants in the amount of \$600,000.00 of a possible \$1,000,000 Empire State Development grant and \$200,000.00 from Central Hudson Gas and Electric Corporation, and

WHEREAS, the County desires to retain the Authority as its agent to act as Program Administrator for the construction project to construct a 12 inch diameter, class 52 cement lined, ductile iron pipeline starting at the Dutchess County Central Dutchess Water Transmission Line and generally following a westerly route across a private parcel with wetland,

then along Airport Drive to NYS Route 376, where it will go northerly along NYS Route 376, crossing NYS Route 376 and terminating at the Airport at Griffith Way with a metering pit required at the connection to the Central Dutchess Water Transmission Line and at the terminus at the Airport (the "Project"), and

WHEREAS, the Authority is qualified and is willing and able to perform such services in a timely manner, and

WHEREAS, New York Public Authorities Law Section 1125(2) regarding the Dutchess County Water and Wastewater Authority provides that "The county...may give, grant, sell, convey...any properties which are useful to the authority to carry out its powers..." and

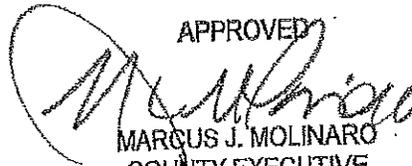
WHEREAS, upon completion of the Project, the County shall transfer the aforementioned pipeline and all related improvements included in the Project to the Authority for \$10.00 and other good and valuable consideration. Such consideration includes the obligation of the Authority to maintain the pipeline and all related improvements in perpetuity, now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the Amendment Agreement between the Dutchess County Water and Wastewater Authority and all the provisions therein, and authorizes the County Executive to execute the same on behalf of the County in substantially the form attached hereto, and it is further

RESOLVED, that the County Executive is hereby authorized to make and execute such additional agreements and documents necessary to complete the project not inconsistent with this resolution.

CA-133-15
CRC/G-0964/G-1598-A
08/11/2015

Fiscal Impact: See attached statement

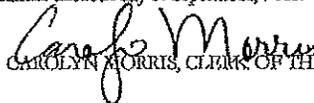
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 9/23/2015

STATE OF NEW YORK

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 16th day of September, 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 16th day of September, 2015.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This resolution is to authorize the County Executive to execute an agreement to allow the Dutchess County Water and Wastewater Authority to serve as Program Administrator for the construction of a water pipeline from the Central Dutchess Water Transmission Line to the Dutchess County Airport. The costs associated with this project were previously approved with the passage of Resolution 2015007.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 8/18/2015

delivery of potable water, as such municipalities and persons may, from time to time, require, and

WHEREAS, the County requires a source of potable water at the Dutchess County Airport located in the northern section of the Town of Wappinger, NY, and the County has decided to elect to utilize a portion of its capacity in the Central Dutchess Water Transmission Line and has selected as a source of the water a connection to the Central Dutchess Water Transmission Line, and

WHEREAS, the County desires to retain the Authority as its agent to act as Program Administrator for the construction project to construct a 12 inch diameter, class 52 cement lined, ductile iron pipeline starting at the Dutchess County Central Dutchess Water Transmission Line and generally following a westerly route across a private parcel with wetland, then along Airport Drive to NYS Route 376, where it will go northerly along NYS Route 376, crossing NYS Route 376 and terminating at the Airport at Griffith Way with a metering pit required at the connection to the Central Dutchess Water Transmission Line and at the terminus at the Airport (the "Project"), and

WHEREAS, the Authority is qualified and is willing and able to perform such services in a timely manner, and

WHEREAS, the funds necessary to pay for such services are appropriated in the 2015 Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Authority agrees to perform in a manner which is acceptable to the County, consistent with the highest standards of care, and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in Exhibit "A" annexed hereto and made a part of this Agreement ("Program Management Services"). If any term, provision, clause or covenant of Exhibit "A" contradicts or creates an ambiguity with any term, provision, clause or covenant of the body of this Agreement the body of this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective September 1, 2015 and shall terminate on April 30, 2018, unless otherwise terminated as set forth herein.

3. PAYMENT. The County has by resolution agreed to bond for the administrative and construction costs of the Project for \$2.9 million. Further, the County of Dutchess has solicited grants in the amount of \$600,000.00 of a possible \$1 million Empire State Development grant and \$200,000.00 from Central Hudson Gas and Electric Corporation.

As full and complete consideration for the Program Management services so rendered, the County shall pay a total sum not to exceed ONE HUNDRED TWENTY FIVE THOUSAND and 00/100 (\$125,000.00) DOLLARS.

As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed THREE MILLION SEVEN HUNDRED THOUSAND and 00/100

(\$3,700,000.00) DOLLARS for Program Management Services plus the approved actual costs of the design and construction of the Project. (collectively "Construction Costs"). ALL TRADE CONTRACTORS AND PROFESSIONALS SHALL BE CHOSEN IN CONSULTATION WITH THE COUNTY.

New York Public Authorities Law Section 1125(2) regarding the Dutchess County Water and Wastewater Authority provides that "The county...may give, grant, sell, convey...any properties which are useful to the authority to carry out its powers..."

Upon completion of the Project, the County shall transfer the aforementioned pipeline and all related improvements included in the Project to the Authority for \$10.00 and other good and valuable consideration. Such consideration includes the obligation of the Authority to maintain the pipeline and all related improvements in perpetuity.

Payment of the above consideration shall be made to the Authority upon submission of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

4. DEFENSE AND INDEMNIFICATION

PROFESSIONAL SERVICES: For all matters arising out of the Project, the Authority agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of the Authority, or third parties under the direction or control of the Authority, in the performance of professional services related to the Project.

GENERAL LIABILITY: For all matters other than those arising out of the Authority's professional services related to the Project (such other matters commonly referred to as "General Liability Claims"), the Authority agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Authority shall investigate, handle, respond to and defend any such claims, demands or suits at his sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the County. New York General Obligations Law Section 5-322.1 provides:

1. A covenant, promise, agreement or understanding in, or in connection with or collateral to a contract or agreement relative to the construction, alteration, repair or maintenance of a building, structure, appurtenances and appliances including moving, demolition and excavating connected therewith, purporting

to indemnify or hold harmless the promisee against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the promisee, his agents or employees, or indemnitee, whether such negligence be in whole or in part, is against public policy and is void and unenforceable; provided that this section shall not affect the validity of any insurance contract, workers' compensation agreement or other agreement issued by an admitted insurer. This subdivision shall not preclude a promisee requiring indemnification for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than the promisee, whether or not the promisor is partially negligent.

2. A covenant, promise, agreement or understanding in, or in connection with or collateral to a contract or agreement relative to the construction, alteration, repair or maintenance of a building, structure, appurtenances and appliances including moving, demolition and excavating connected therewith, purporting to condition a subcontractor's or materialman's right to file a claim and/or commence an action on a payment bond on exhaustion of another legal remedy is against public policy and is void and unenforceable; provided that this subdivision shall not affect the validity of any insurance contract, workers' compensation agreement or other agreement issued by an admitted insurer.
3. The provisions of this section shall only apply to covenants, promises, agreements or understandings in, or in connection with or collateral to a contract or agreement, as enumerated in subdivision one hereof, entered into on or after the thirtieth day next succeeding the date on which it shall have become a law.

The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

5. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Authority and its contractors providing services described in Exhibit A and their subcontractors, if any, (collectively, "Contracting Parties") shall maintain at its or their own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, the Authority and the Authority and each Contracting Party shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).

- c. In the event that a Contracting Party is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CB-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

Professional Liability, if applicable, with limits not less than \$1,000,000 per occurrence; \$3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each Contracting Party providing professional services shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The County must be included as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms of 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

Notwithstanding (D) above, the Authority shall exercise commercial reasonable efforts to procure an umbrella/excess policy which provides that it is primary and noncontributory. If after

the exercise of such efforts, the Authority is unable to include such language, this requirement shall be waived.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory, except as otherwise provided herein. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Authority. The Authority and the Contracting Parties shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Authority may be suspended in the event the Authority or any of the Contracting Parties fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Authority to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Authority to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Authority from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Authority concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Authority until the Authority furnishes such additional security as is determined necessary by the County.

6. BUDGET. The Authority agrees to provide Program Management Services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as Exhibit "B" and which details all personnel or other costs of services to be rendered by the Authority under this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County, which approval shall not be

unreasonably withheld, delayed or conditioned. Notwithstanding any other provision of this Agreement, the Authority agrees that, in the event that his expenditures are less than his total budget and at the termination of this Agreement County funds remain unexpended, he shall return said funds to the County. The County is solely responsible for the payment of approved actual Construction Costs consistent with the limit in Paragraph 3, "Payment," above.

7. AUDIT. The Authority shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Authority, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. The Authority shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County. The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. The Authority shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Authority are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

8. MWBE AND EEO REQUIREMENTS. The Authority shall comply with all applicable MWBE and EEO requirements and include such requirements in all requests for proposals and construction bidding documents, professional service and construction contracts which the Authority lets. Further, the Authority shall prepare all documentation necessary to comply with MWBE and EEO reporting requirements.

9. All other terms and conditions of the Underlying Agreement, and any amendment thereto not expressly amended or altered by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the County and the Authority have executed this Agreement by their duly authorized officers as of the date first written above.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney

By _____
Marcus J. Molinaro,
County Executive

DUTCHESS COUNTY WATER AND
WASTEWATER AUTHORITY

By _____
Thomas LeGrand
Chairman, Board of Directors

SCOPE OF SERVICES

I. GENERAL

A. Nature of the Project

Dutchess County (DC) requires a source of potable water at the Dutchess County Airport (Airport) located in the northern section of the Town of Wappinger, NY. The County has selected as a source of the water a connection to the Central Dutchess Water Transmission Line (CDWTL). The route of the 12 inch diameter, class 52 cement lined, ductile iron pipeline will start at the CDWTL and generally follow a westerly route across a private parcel with regulated wetlands and streams, then along Airport Drive to NYS Rte. 376, where it will go northerly along NYS Rte. 376, crossing NYS Rte. 376 and terminating at the Airport at Griffith Way. A metering pit will be required at the connection to the CDWTL and at the terminus at the Airport.

B. Responsibilities

1. Dutchess County (DC) will:

- Provide all funding for the project.
- Make payments directly to consultants, subsurface investigation contractor and construction contractors
- Administer and coordinate any requirements that are required by funding entities such as financial record keeping, independent audits and approval of consultant and contractor payments.
- Provide any MWBE/EEO requirements of DC or funding entities (via copies of executed funding agreements) for incorporation into requests for proposals and construction bidding documents, professional service and construction contracts, and submission of various MWBE and EEO documentation.
- Assign Minority Business Officer (MBO) and submit MWBE and EEO documentation as required by funding entities.
- Process and submit all required applications for permits or approvals from regulatory agencies including the US Army Corps of Engineers, US Fish and Wildlife Service, NYS Department of Environmental Conservation, DC/NYS Department of Health, and the Town of Wappinger, NY based upon documents prepared by DCWWA's Consultants.
- Provide Bill of Sale and related transfer documents to DCWWA at project completion.
- Lead all SEQRA activities for the project

- Expediting of reviews and permits of permitting and approval entities.
2. Dutchess County Water and Wastewater Authority (DCWWA) will act as program manager and contracting agent for Dutchess County, NY (DC) for the design, permitting, construction and commissioning of the water line. Activities will be limited to:
- Develop overall Project Schedule.
 - Amend Project Schedule as project develops.
 - Monitor Project Schedule and provide quarterly status updates.
 - Prepare Project Budget exclusive of DC costs.
 - Amend Project Budget as required as project develops within constraints of project budget set by the legislative resolution.
 - Monitor Project Budget versus expenditures providing quarterly reports during the project and at completion.
 - Issue design consultant, construction administration consultant, subsurface exploration contract and construction contracts for the project as agent of DC.
 - Prepare cash flow projections for the project and update quarterly.
 - Certify consultant and contractor payment requests to DC and provide to DC Department of Planning & Development for payment processing.
 - Oversee preparation of documents for all required permits and approvals.
 - Obtain approvals, execute and file easements based on plats and descriptions provided by Professional Design Consultant.
 - Represent DC before permitting and approval agencies.
 - Obtain from Contractors, review and provide to the County all documentation as may be required to demonstrate compliance with MWBE/EEO requirements of funding agencies.
 - Prepare Request for Proposal for Professional Design Services, obtain proposals, obtain DC concurrence with proposed award, award contract and administer contract in accordance with DCWWA standards.
 - Administer Professional Design Services Contract as agent for DC.
 - Prepare Request for Proposal for Professional Construction Management Services, obtain proposals, obtain DC concurrence with proposed award, award contract and administer contract in accordance with DCWWA standards as agent for DC.
 - Review and comment on Professional Design firm products.

- Coordinate with Design Professional for Subsurface Exploration bidding documents, contracts and bidding activities, obtain DC concurrence with proposed award, award contract and administer contract in accordance with DCWWA standards as agent for DC.
- Coordinate with Design Professional for General and Electrical Construction Contracts bidding documents, contracts and bidding activities, obtain DC concurrence with proposed award, award contracts and administer contracts in accordance with DCWWA standards as agent for DC.

C. Anticipated Contracts

1. Professional Design Services -- This cost not to exceed agreement will cover surveying, wetland delineation, and easement plat and description development; drawing layout of the waterline route; development of front end documents, specifications and drawings for bidding of subsurface exploration; participation in the bidding and award of subsurface exploration activities; observation of subsurface exploration activities; performing Threatened and Endangered Species, Wetland, and Historic/Cultural Resource Assessments; support of DC SEQRA activities for the project; preparation of drawings and specifications; probable construction cost estimating; preparation of documents and participating in regulatory agency reviews; preparation of permit and approval applications and participating in permitting application process; progress reporting; participating in project meetings; support of bidding efforts; and services during construction which includes submittal review, responses to requests for information, attendance at the preconstruction meeting and attendance when requested at construction meetings, preparation of all meeting minutes throughout the design, bidding and award of the project. The agreement will allow for reimbursement of reproduction costs; obtaining of documents directly related to the project; messenger and express mail deliveries and travel and tolls. Overnight stay expenses will require preapproval.
2. Professional Construction Management Services -- This cost not to exceed agreement will cover preconstruction services; review of bid packages; participation in pre-bid meeting; review of bids; administrative review of contractor submittals; coordination of designer review of contractor submittals; conducting and documenting pre-construction meeting; conducting and documenting weekly coordination meetings; conducting and documenting bi-weekly construction meetings; and coordination of requests for

information, contract change requests and change orders. Field activities include coordination with permitting and regulatory agencies; conducting and documenting field observation activities; monitoring and assuring all permit requirements are implemented; documentation of the location of work in the field; performing field measurements and tracking of quantities for payment purposes; and witness all testing activities. Office services shall include monthly project progress report; assembly and maintenance of files; and maintaining quantity and payment records and review and certification of contractor payment requests. During the post construction phase, activities will include the witnessing of line filling for pressure testing, pressure testing and disinfection of waterline; certification of construction completion to permitting or regulatory agencies; observation of the initial operation of electrical, instrumentation and telemetry equipment; coordination of operator training; and preparation of O&M documentation. Additionally, as constructed records of the contractors will be reviewed and a consolidated set of as constructed records will be prepared.

3. Subsurface Exploration Services – This unit price contract will be performed under NYS Prevailing Wage Rates. Estimated quantities for the various subsurface exploration items will be bid upon, with a final contract change order issued to set the final quantities and costs. This contract will include a final report and as explored locations of explored points. An allowance for additional work will be included in the contract to allow for minor changes in the scope of work.
4. General Construction- This unit price contract will be performed under NYS Prevailing Wage Rates. Estimated quantities for the various work components will be bid upon, with a final contract change order issued to set the final quantities and costs. An allowance for additional work and testing will be included in the contract to allow for minor changes in the scope of work.
5. Electrical Construction- This unit price contract will be performed under NYS Prevailing Wage Rates. Estimated quantities for the various work components will be bid upon, with a final contract change order issued to set the final quantities and costs. An allowance for additional work and testing will be included in the contract to allow for minor changes in the scope of work.

D. Anticipated Permits and Approvals

1. Dutchess County and/or New York State Department of Health approval of Public Water Supply Improvement.

2. New York State Department of Environmental Conservation permits; freshwater wetlands; Article 15, water supply, storm water pollution prevention plan.
3. United States Fish and Wildlife endangered or threatened species (potential).
4. Army Corps of Engineers federal wetlands (potential).
5. New York State Department of Transportation highway work permit.
6. State Historic Preservation Office review.
7. Town of Wappinger highway work permit.
8. Town of Wappinger Planning Board wetland and storm water approvals.
9. New York State Smart Growth Impact Statement.

II. DCWWA SERVICES DURING THE DESIGN PHASE

Specific activities that will be performed during the Design Phase of the project:

- Conduct and document the project initiation meeting with the Design Professional to address administrative requirements and scope of services of the Design Professional Service Agreement.
- Review Design Professional's initial schedule for conformance to project schedule.
- Monitor Design Professional's performance against schedule.
- Review and approve Design Professional's payment.
- Provide and review DCWWA standard water design requirements and details with Design Professional prior to beginning of design.
- Provide Design Professional general criteria for routing of the proposed waterline.
- Approve preliminary line routing for Subsurface Exploration work.
- Review and comment on drawings and specifications for Subsurface Exploration work.
- Coordinate with Design Professional for Subsurface Exploration bidding documents, contracts and bidding activities.
- Attend prebid meeting and bid opening for Subsurface Exploration contract.
- Review Design Professional's Subsurface Exploration bid analysis and recommendation prior to award.
- Coordinate with Design Professional the award and execution of Subsurface Exploration Contract.
- Accept final recommended waterline alignment after Design Professionals review of subsurface investigation results.
- Meet with the Design Professional monthly to review and document project status.

- Coordinate Design Professional access for any required field investigations on DC property.
- Review and comment on any draft reports.
- Review and comment on technical specifications.
- Review and comment on drawings.
- Conduct and document a project initiation meeting with the Professional Construction Manager to address administrative requirements and scope of services of the Professional Construction Management Service Agreement.
- Coordinate reviews between Design Professional and Professional Construction Manager.

III. DCWWA SERVICES DURING THE PERMITTING AND APPROVAL PHASE

Specific activities that will be performed during the Permitting and Approval Phase of the project:

- Review and comment on documents for application to NYS Department of Environmental Conservation (NYS DEC) for SPDES permit during construction.
- Review and comment on documents for Application to NYS DEC for Wetland Disturbance Permit.
- Review and comment on submission of documents for NYS Department of Transportation (NYS DOT) preliminary review for DOT Highway Work Permit.
- Review and comment on documents for application to the Town of Wappinger for Road Work Permits.
- Review and comment on documents for application to the Town of Wappinger for environmental disturbance activities.
- Review and comment on documents for NYS/DC Department of Health (NYS/DC DOH) review and approval of the project.
- Attendance at review meeting between Design Professional and DOH.
- Coordination between DC and permitting and regulatory agencies.
- Coordination between Design Professional and DC in regards to SEQRA activities.
- Review and comment on documents for submittal to the NYS Historic Preservation Office (SHPO.)

IV. DCWWA SERVICES DURING THE BIDDING PHASE

Specific activities that will be performed during the Bidding Phase of the project:

- Coordinate with Design Professional for General and Electrical Construction Contracts bidding documents, contracts and bidding activities
- Attend prebid meeting and bid opening for General and Electrical Construction Contracts.
- Coordinate bid reviews between Design Professional and Professional Construction Manager.
- Review Design Professional's General and Electrical Construction Contracts bid analysis and recommendation prior to award.
- Prepare contract recommendation memos and award resolutions for General and Electrical Construction Contracts.
- Administer contract preparation and execution, proof of insurance and other documentation required to initiate the construction contracts.
- Coordinate with Professional Construction Manager the award and execution of General and Electrical Construction Contracts.

V. DCWWA SERVICES DURING THE CONSTRUCTION PHASE

Specific activities that will be performed during the Construction Phase of the project:

- Attend preconstruction meeting conducted by the Professional Construction Manager.
- Attend bi-weekly construction meetings meeting conducted by the Professional Construction Manager.
- Review and comment on monthly project status reports prepared by the Professional Construction Manager prior to issuance.
- Conduct four audits of the Professional Construction Manager for compliance to its Construction Management and Observation Program (CAOP). (Each audit will cover relevant portions of the CAOP at the time of the Audit.)
- Review and approve Professional Construction Manager billings.

VI. DCWWA SERVICES DURING THE POSTCONSTRUCTION PHASE

Specific activities that will be performed during the Post Construction Phase of the project:

- Review Professional Construction Manager's Certification of Construction completion documents prior to submission to DC DOH.
- Review as constructed documents for adequacy.
- Prepare and obtain approval of Design Consultant Agreement Closeout Change order.
- Audit Professional Construction Manager quantity and payment records prior to preparation of General and Electrical Construction Contract final, closeout, change orders.
- Prepare General and Electrical Construction Contract final, closeout change orders.
- Obtain approval of General and Electrical Contract final closeout change orders.

VII. DCWWA PROJECT CLOSEOUT

Specific activities that will be performed during the Post Construction Phase of the project:

- Prepare and submit a final accounting of project costs exclusive of DC administrative costs.
- Submit project records to DC.
- Assure all permitting and regulatory agency completion notifications are complete.

VIII. DCWWA BUDGETING AND EXPENDITURE STATUS

A. Budget – An initial project budget exclusive of DC administrative costs will be created that incorporates the following elements:

- Program Management Service Agreement
- Professional Design Services Agreement
- Subsurface Exploration Contract
- Professional Construction Management Agreement
- General Construction Contract
- Electrical Construction Contract
- Legal Expenses
- Land and Easement Acquisition
- Project Contingency

As each contract is executed, the budget numbers will be actualized, with deficits subtracted or surpluses added to the project contingency.

- B. Expenditure Status – Expenditure status will be maintained for each professional service agreement, the subsurface exploration contract, and the General and Electrical Construction Contracts showing each payment request, total to date, and remaining to be paid.
- C. Quarterly Reporting –Quarterly Reports of the Budget and Expenditure Status will be issued approximately 30 days after the close of each calendar quarter.

IX. PROJECT SCHEDULE

- A. Initial Schedule Development – An initial project schedule will be developed based upon DCWWA's experience. The schedule will include:
 - Project initiation date will be the execution of the Program Management Service Agreement.
 - Activities to prepare requests for proposals for professional services.
 - Activities to issue, receive, evaluate and award contracts for professional services.
 - Design activities including survey and special investigations.
 - Activities to issue, receive, evaluate and award Subsurface Exploration contract.
 - Subsurface exploration activities.
 - Permitting and Approval activities based upon DCWWA's experience.
 - Construction Contract Bidding Activities.
 - Construction contractor activities.
 - Post Construction Activities.
 - Project Closeout Activities.
- B. DC will be responsible to supply durations for its activities related to the project.
- C. Schedule Revision – As each agreement is executed, the Schedule will be revised incorporate the agreement or contract schedule.
- D. Quarterly Review and Analysis –A formal schedule review and written analysis will be prepared and issued within approximately 30 days of the close of each quarter.