



Public Works Committee

411 Main Street
Catskill, NY 12414

Committee Meeting
<http://greenegovernment.com/>

~ Agenda ~

Tuesday, February 17, 2015

6:00 PM

Caucus Room 468

Public Works Members: Chairperson Hitchcock; Legislators Martinez, *Speenburgh*, Hatton, *Van Slyke* and Kozloski

Call to Order

Highway Superintendent's Report

January 2015 Superintendent's Report

Proposed Agenda Items:

1. Authorizing Contract With Greene County Public Employees, Teamsters Local 294 Affiliated With The International Brotherhood Of Teamsters
2. Authorizing Lease To Mental Health Association Of Columbia-Greene Counties, Inc.
3. Authorizing Advertisement For Bids - Fuel Oil
4. Authorizing The Filing Of An Application For State Assistance From The Household Hazardous Waste (HHW) State Assistance Program And Signing Of The Associated State Contract, Under The Appropriate Laws of New York
5. Authorizing Extension Of Contract For The Operation Of A Household Hazardous Waste Collection Event

Adjournment



**Greene County
Highway Department**

240 West Main Street
Post Office Box 485
Catskill, New York 12414

Gary R. Harvey, L.S.
Superintendent

Robert J. Van Valkenburg
Deputy Superintendent

February 4, 2015

Public Works Committee
Jim Hitchcock, Chairman
411 Main Street
Catskill, NY 12414

Dear Committee:

The following is a list of departmental activities and projects currently in progress or completed for the month of January 2015.

- 1.) Routes 9W/81/385, intersection improvements, Town of Coxsackie: Proceeding with closeout of project.
- 2.) CR47 Bridge, over the Kaaterskill Creek, BIN 3-30282-0 PIN 1759.52 (HBP) Town of Catskill: proceeding with closeout of project.
- 3.) Jewett Heights Bridge (CR17) over the Batavia Kill, Town of Ashland, (BIN 3-30321-0, PIN 1759.24) (HBP); Awarded construction contract to Bette & Cring Construction Group.
- 4.) Carr Road Bridge over the Schoharie Creek, Town of Jewett, (BIN 3-20117-0, PIN 1759.23) (HBP); Contractor, shut down for winter. Project is on schedule, and within budget.
- 5.) Bridge Preservation Project (PIN 1756.47) (HBP); CR27 Town of Durham, CR65 Town of Windham, CR23B Town of Catskill: submitted design report to NYS DOT, for review, preparing utility agreements, and right of way abstract.
- 6.) Black Bridge over the Catskill Creek, (PIN 1759.71) Village of Catskill (TEP); Engineers working on design report, and preliminary design submittals.
- 7.) Bridge Program:
County Bridge Crew:
1.) Miscellaneous bridge and guide rail repairs.
2.) Safety Flag repairs.
- 8.) FEMA Disaster 4020 Hurricane Irene (August 28, 2011)
a. Coordination with FEMA and OEM representatives to finalize projects.
b. Compiling and processing paperwork, for closeouts.

Attachment: January 2015 Superintendent's Report (1578 : January 2015 Superintendent's Report)



DiscoverGreene.com

- 9.) Engineering Division:
 - a. Culvert Management Program
 - b. Highway Permits
 - c. Construction Projects Planning and Supervision
 - d. Capital Projects Administration
 - e. Pavement Management Plan
 - f. FEMA Projects Administration, and projects closeout.

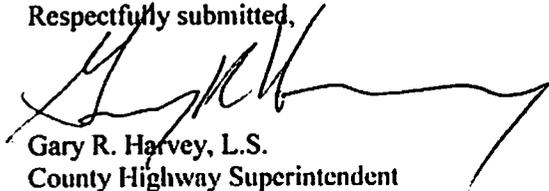
- 10.) Road Maintenance:
 - a. Ditching
 - b. Brush and limb clearing.

- 11.) Provided snow and ice control
 - a. stockpiling sand and salt.

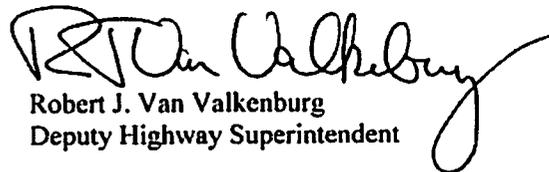
- 12.) Attendance at Annual County Highway Superintendent's Conference; Gary and Bob.

- 13.) After 20 years of dedicated service to the Highway Department and the residents of Greene County, William Wolfe and Richard Bear retired in the month of January.

Respectfully submitted,



Gary R. Harvey, L.S.
County Highway Superintendent



Robert J. Van Valkenburg
Deputy Highway Superintendent



Resolution No.

**Authorizing Contract With Greene County Public Employees,
Teamsters Local 294 Affiliated With The International
Brotherhood Of Teamsters**

WHEREAS, the negotiations with respect to working conditions and salaries for members of the Greene County Public Employees, Teamsters Local 294 affiliated with International Brotherhood of Teamsters, have concluded and agreement has been reached between the parties; and

WHEREAS, it is in the best interest of the County of Greene to execute the same;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Greene County Legislature be authorized to execute an Agreement with the Greene County Public Employees, Teamsters Local 294 affiliated with the International Brotherhood of Teamsters for the period of January 1, 2013 through December 31, 2016.

ROLL CALL VOTE:

ATTACHMENTS:

- Teamsters Collective Bargaining Agreement (PDF)

Meeting History

Current Meeting

02/17/15 Public Works Committee

MEMORANDUM OF AGREEMENT

The County of Greene (the "County"), its Department of Solid Waste Management and Teamsters Local 294 (the "Union") are parties to a Collective Bargaining Agreement for the term January 1, 2010 through December 31, 2012 (the "Agreement").

The County and Union wish to modify the Agreement as follows:

1. Article V, "Seniority" at Section 5D, shall be amended to add the following:

During any period of training, there will be no opportunity for out of title pay and/or upgrades. Further, out of title and/or upgrades will not be paid until the employee successfully completes all necessary qualifications for the position at issue as determined in the sole discretion of the Employer. Thereafter, in the event the employee is promoted and/or upgraded, the employee will receive the higher rate of pay. (County Proposal No. 3)

2. Article VI, Section 4, "Sick Leave", shall be amended by adding a sentence indicating that employees have available to them the 41J option. (County Proposal No. 7)
3. Article VII, at Section 1A shall be amended by deleting the following sentence: "The Transfer Stations will be closed at noon on Christmas Eve and at noon on New Year's Eve." (County Proposal No. 8)
4. Further amend Article VII, at Section 1A by adding the following language: "The day before Christmas and the day before New Year's Day shall be considered as half day holidays. Employees shall be required to work four (4) hours on these days but shall be paid for eight (8) hours. If any work is required in addition to the four (4) hours, then such work performed shall be paid at straight time, up to eight (8) hours and the employee shall receive an equal amount of floating holiday time. Any employee not scheduled to work on these days shall receive four (4) hours floating

holiday time." (County Proposal No. 8; previously agreed upon MOA dated April 20, 2008.)

- 5. Article XXVI, "Volunteer Emergency Services" shall be amended at the first sentence in accordance with the Memorandum of Agreement reached on August 24, 2012 to state as follows:

The parties agree the employee shall suffer no loss of pay for participation in volunteer emergency services provided the employee is in the actual provision of required emergency services and/or participating in mandatory training to maintain a required certification that cannot be scheduled outside of work hours. (County Proposal No. 10)

- 6. Article XXIX, at Section 1, "Shoes" shall be amended by adding the following sentence: "The one hundred and fifty dollars (\$150.00) shall be prorated in the first year of employment, based upon date of hire."

- 7. Article XXIX, at Section 1, shall be further amended to read as follows: The County agrees to reimburse up to one hundred and fifty (\$150.00) annually for OSHA approved work shoes for all bargaining unit members. Each bargaining unit member shall be required to wear these OSHA approved work shoes while at the work site. (County Proposal No. 13)

- 8. Article XXIX, at Section 4, shall be amended by deleting same in its entirety and replacing it as follows:

Effective January 1, 2015, the County agrees to reimburse the employee up to one hundred dollars (\$100.00) every year for the purchase of a Carhartt style work jacket of the employee's choice. This one hundred dollars (\$100.00) shall be prorated in the first year of employment, based upon date of hire. **NOTE:** There will be no provision of a coat for the 2014 year. (County Proposal No. 11 with Union modification)

- 9. Article XXIX shall be amended by adding a new section to be numbered 6 and entitled "Mileage Reimbursement" to read as follows:

The County will pay a mileage reimbursement to employees who use their personal vehicle for the purpose of making the daily Transfer Station bank deposits. Only mileage in excess of the employee's regular travel home is eligible for reimbursement. The employee will continue to be allowed to leave the work site fifteen (15) minutes prior to the end of the work day in order to make the deposit.

Reimbursements are subject to the approval of the Department Head and will be made at the current "IRS mileage rate." Reimbursements will be allowed for one deposit daily for each station, claimed on a monthly basis and based on the actual miles driven to and from the bank specified by the Department. Employees are not entitled to reimbursement for travel between home and work. (County Proposal No. 12 - MOA of 4/18/11)

10. Article XXXI shall be amended by creating a new Section 4 to be entitled "Bailer Operator" to read as follows: "Effective upon ratification by all necessary parties, operation of the Bailer will be paid at a minimum of the out of title Grade 2 pay rate for actual work performed on the Bailer."

- 11.
- Effective in the 2013 contract year: 0% wage adjustment.
 - Effective in the 2014 contract year: 0% wage adjustment.
 - 2015: - Effective as soon as practical after ratification of the Agreement by all necessary parties, there will be a payment of a one time lump sum not on the base amount of \$750.00 for those employees on the payroll as of the Union ratification date.

- Effective and retroactive to January 1, 2015: 2%. This 2% wage adjustment is contingent upon Teamsters Local 294 switching from Teamster Supreme to the Teamster Select Health and Welfare Fund coverage.

- Further, the Fund will begin billing the County the Select premiums retro to January 1, 2015; the members of Local 294 will begin to be covered by and enrolled in the Select Plan as of April 1, 2015 (see attached email).

- Effective 1/1/2016: 2.5%
12. Proposals not detailed herein are deemed withdrawn.
 13. This Memorandum of Agreement constitutes the entire understanding between the County and Union as to modifications to the Agreement.
 14. The Union reserves the right to bring this tentative Agreement to its membership for ratification; the County reserves the right to bring this tentative Agreement to the County Legislature for a ratification vote in accordance with law.

Agreed to this 11th day of February, 2015.

COUNTY OF GREENE

TEAMSTERS LOCAL 294

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: Karen Macomber Freig

By: _____

By: [Signature]

By: [Signature]

Attachment

Attachment: Teamsters Collective Bargaining Agreement (1593 : Authorizing Contract With Teamsters)



Resolution No.

Authorizing Lease To Mental Health Association Of Columbia-Greene Counties, Inc.

WHEREAS, the Mental Health Association of Columbia-Greene Counties, Inc. (MHA) aims to reduce trauma, provide medical care and enhance collaboration among organizations in the investigation, prosecution and treatment of child abuse; and

WHEREAS, the MHA has opened a satellite office in Greene County by leasing the vacant office space located in the County Office Building in Cairo, NY, to conduct interviews of Greene County children and residents, which alleviates the need for our residents to travel to Columbia County during this stressful time; and

WHEREAS, The Greene County Legislature recognizes the importance of having this MHA satellite office located in Greene County and has determined that a renewal of this lease for a section of this premises to the MHA would be in the best interest of these victims, making it easier to interview children in Greene County;

NOW, THEREFORE, BE IT RESOLVED, that the County of Greene is authorized to enter into a lease with the MHA for certain office space located in the County Office Building in Cairo, New York, subject to approval as to form by the County Attorney, under the following terms:

1. The term of the Agreement shall be for one year, from April 1, 2015 through March 30, 2016, renewable by consent of the parties and may be terminated by either party upon sixty (60) days written notice, at an annual rent of One (\$1.00) Dollar; and
2. MHA is responsible for the payment of their own telephone, cable, internet access and office cleaning; and
3. MHA will provide their own office equipment, furniture and supplies; and
4. Any signage must be approved by the County; and
5. MHA will have their own access to their office and security will not be provided;
6. MHA will indemnify and hold harmless the County and shall maintain and provide Greene County with proof of a One Million Dollar (\$1,000,000.00) insurance policy with Greene County as a named insured; and
7. And such other terms and conditions as are deemed advisable by

Resolution (ID # 1592)

the County Attorney.

Meeting History

Current Meeting

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Resolution No.

Authorizing Advertisement For Bids - Fuel Oil

BE IT RESOLVED, that the Clerk of the Legislature is authorized to advertise for bids as prescribed by law, in the official newspapers of Greene County, for fuel oil for use at several locations throughout Greene County for the period June 1, 2015 through May 31, 2016.

Meeting History

Current Meeting

02/17/15 Public Works Committee



Resolution No.

Authorizing The Filing Of An Application For State Assistance From The Household Hazardous Waste (HHW) State Assistance Program And Signing Of The Associated State Contract, Under The Appropriate Laws of New York

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, Greene County herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislature:

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That the Chairman of the Greene County Legislature or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE.
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for the State share of such costs.
4. The two (2) Certified Copies of this Resolution be prepared and sent to the NYSDEC together with a complete application.
5. That this resolution shall take effect immediately.

Meeting History

Current Meeting

02/17/15 Public Works Committee



Resolution No.

Authorizing Extension Of Contract For The Operation Of A Household Hazardous Waste Collection Event

WHEREAS, Greene County, as authorized by Resolution 106.-13, entered into a contract with MXI Environmental Services, LLC, 297 Zimmerman Lane, Langhorne, PA 19047, for operation of a 2013 Household Hazardous Waste Collection Day, including development of a written plan, provision of trained personnel and equipment for the collection event, securing of necessary permits and handling and transport of the accepted waste to a permitted disposal facility; and

WHEREAS, this contract contains a provision allowing for an extension of the term of this contract for up to two additional years at the same unit price costs; and

WHEREAS, Robert J. Van Valkenburg, Solid Waste Superintendent has determined that it is in the County's best interest to extend this contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Greene County Legislature be authorized to execute an agreement extending the term of the contract with MXI Environmental Services, LLC, approved as to form by the County Attorney, for the operation of a 2015 Household Hazardous Waste Collection Day; and

BE IT FURTHER RESOLVED that the County Treasurer be and hereby is authorized to pay to MXI Environmental Services, LLC, a sum determined by the unit prices bid for the items actually collected, upon acceptance and approval by the Solid Waste Superintendent, out of 8160.4047, Subcontractors.

ATTACHMENTS:

- MXI Contract Extension (PDF)

Meeting History

Current Meeting

02/17/15 Public Works Committee



MXI Environmental Services, LLC Phone 276-628-6636

26319 Old Trail Road
Abingdon, VA 24210

Fax 276-623-0599

January 15, 2015

Robert J. Van Valkenburg
Deputy Superintendent
Greene County Highway and Solid Waste
240 West Main Street
Catskill, NY 12414
518.943.4600

Dear Robert:

MXI would agree to extend our current Contract for Household Hazardous Waste Disposal Services.

If you have any questions please do not hesitate to contact me at (732)328-0320.

Respectfully,

Marc Kodrowski
Director of Special Services
MXI

Attachment: MXI Contract Extension (1576 : HHW Contract Extension)

Any and all disclosure, required notice, or requirements for examination and providing records as set forth in this contract are and shall be subject to the prohibitions, limitations, and requirements of the Health Insurance Portability and Accountability Act (42 U.S.C.A. Section 210 et seq), and any and all rules, regulations and agency requirements adopted or made there under. Any refusal to disclose information by any party asserting such prohibitions or limitations shall be subject to enforcement or interpretation as prescribed by said act.

8.2 SERVICE OF NOTICES

All Contractors hereby designate the business address specified in his/her bid as the place where all notices, directions, or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notices, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed hereto to any post-office box regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the Contractor as the date of such delivery or deposit.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Sponsor.

Nothing herein contained shall, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or if the Contractor be a Corporation, upon any officer or director thereof.

8.3 LABOR STANDARDS

The Contractor and its subcontractors shall comply with all local, state, and federal rules, including, but not limited to the Occupational Safety and Health Act of 1970, the Contract Work Hours and Safety Standards Act, the New York State Labor Law, and WMBE Regulation with respect to hours of work, posting of notices, deductions in wages and apprenticeship training programs.

8.4 PROGRAM SPECIFICATIONS AND PROJECT DESCRIPTION

Greene County is planning to sponsor a one-day Household Hazardous Waste Collection event between the hours of 8:00 a.m. to 12:00 noon. This collection day is tentatively scheduled for June22, 2013. The sponsor may elect to hold a small satellite collection in a different area of the county on the day before the main collection event. Waste collected at the satellite event will be added to the waste collected at the main collection event and billed at the same unit costs. No additional costs will be charged for a written plan or set up for the satellite event. The sponsor may at its discretion extend this contract period for up to two(2) additional years. No agricultural pesticides will be accepted at this collection event.

The County will provide an appropriate site to hold the collection day. Prior to the collection event the County will publicize the collection day.

8.5 RECORD-KEEPING REQUIREMENT

The Contractor shall establish and maintain complete and accurate books, records, payroll records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Sponsor or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying, "termination of this contract", as used in this clause, shall mean the later of completion of the work of the Contractor or the end date of the term stated in the contract.

8.6 NON-ASSIGNMENT CLAUSE

Attachment: MXI Contract Extension (1576 : HHW Contract Extension)