Infrastructure, Facilities and Technology Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, February 28, 2023 at 3:00pm

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego

COMMITTEE MEMBERS:

| Stephen Walpole, Chair | Legislator, 14th District |
|------------------------|---------------------------|
| Paul House, Vice Chair | Legislator, 8th District |
| Patrick Twiss | Legislator, 13th District |
| David Holst | Legislator, 4th District |
| Linda Lockwood | Legislator, 11th District |
| John Martino | Legislator, 6th District |
| Robert Wilmott | Legislator, 18th District |
| Michael Yerdon | Legislator, 1st District |
| Marie Schadt | Legislator, 18th District |

CALL TO ORDER:

Pledge of Allegiance

APPROVAL OF MINUTES:

Approval of minutes for the Infrastructure, Facilities and Technology Committee's regular meeting on November 29, 2022 and special meeting on January 31, 2023.

RESOLUTIONS:

- IT-1 Resolution Issuing a Credit to the Oswego County Land Bank Corporation for Tipping Fees
- 1T-2 Resolution Authorizing Budget Modification Buildings and Grounds
- IT-3 Resolution Authorizing Expenditure from Unappropriated Fund Balance
- IT-4 Resolution Authorizing Expenditure from Capital Project No. C0323 Flooring Project
- IT-5 Resolution Authorizing the Reclassification of Three Positions Buildings and Grounds Department

COMMITTEE REVIEW & DECISIONS:

Oswego County Airport EVOC Course License Agreement

REPORTING DEPARTMENTS:

Highway Department Update

- Solid Waste Department Update
- Airport Department Update
 Buildings and Grounds Department Update
 Central Services Department Update

ADJOURNMENT:

RESOLUTION NO.

March 9, 2023

RESOLUTION ISSUING A CREDIT TO THE OSWEGO COUNTY LAND BANK CORPORATION FOR TIPPING FEES

By Legislator Stephen Walpole:

WHEREAS, the Oswego County Land Bank Corporation is both a public authority and a charitable not-for-profit corporation that was created to lessen the burden of the County of Oswego as a foreclosing governmental unit; and

WHEREAS, to date, the Oswego County Land Bank has demonstrated a proven track record of making positive change throughout the county; and

WHEREAS, the Oswego County Land Bank (OCLB) unique status has allowed it to undertake demolitions of blighted properties within the county that local municipalities could not undertake or chose not to undertake as they were not feasible; and

WHEREAS, this body had previously granted a \$100,000 tipping fee credit per year for a three-year time period which was well utilized by OCLB for that time period, and it is in the public interest to assist the land bank in continuing its work to improve communities throughout the county; and

WHEREAS, a resolution is both necessary and desirable,

NOW THEREFORE, upon recommendation of the Infrastructure & Facilities Committee of this body; be it

RESOLVED, that the Oswego County Land Bank Corporation be and is hereby granted up to a \$100,000 tipping fee credit on account annually for three calendar years at Oswego County Division of Solid Waste facilities; said credit to be calculated using the fee schedule for the respective calendar year.

| RESOLU | TION PASSED/FAILED | , WITH A VOICE/RO | LL CALL VOTE |
|--------|--------------------|-------------------|--------------|
| YES: | NO: | ABSENT: | ABSTAIN: |

| Quarter | | Month | Location | Waste Type | \$ Amount |
|-------------|-----|-------|---------------------------------|----------------------|--------------|
| | 1 | Jan | Fulton | ACM | \$ 6,918.00 |
| - 1 | | Feb | Fulton, Cleveland, Williamsto | C&D, ACM | \$ 2,327.75 |
| | | March | Fulton, Schroeppel, Oswego, C&D | | \$ 2,190.00 |
| | | | Total Q1 | | \$ 11,435.75 |
| *** | 2 | April | Fulton | ACM | \$ 4,645.00 |
| | 2 | May | Oswego | ACM | \$ 9,218.25 |
| | 2 | June | Schroeppel, Cleveland | C&D | \$444.75 |
| = | - | | Total Q2 | | \$ 14,308.00 |
| | 3 | July | Oswego, Granby | C&D | \$469.50 |
| | 3 | Aug | | | \$0.00 |
| | 3 | Sept | Phoenix, Granby, Minetto | C&D, Clean Out Waste | \$827.50 |
| | | 8 | Total Q3 | | \$1,297.00 |
| | 4 | Oct | Minetto, Oswego, Granby | Clean out waste, C&D | \$957.75 |
| | 4 | Nov | | Clean out waste, C&D | \$1,227.00 |
| | 4 | Dec | Hannibal, Oswego, Granby, N | \$7,098.75 | |
| | i i | | Total Q4 | | \$9,283.50 |
| 1.02 1.7 | | | Total 2022 | | \$36,324.25 |

RESOLUTION NO.

March 9, 2023

RESOLUTION AUTHORIZING BUDGET MODIFICATION BUILDINGS AND GROUNDS

By Legislator Stephen Walpole:

Upon recommendation of the Infrastructure, Facilities & Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES: NO: ABSENT: ABSTAIN:



COUNTY OF OSWEGO BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street Oswego, New York 13126

> Phone: (315) 349-8233 Fax: (315) 342-2481

INFORMATIONAL MEMORANDUM

SUBJECT:

Budget modification to transfer \$ 1,405.00 from account A1325.426800 -

Insurance Recovery Fund to A1620.544100 – Automotive Repair.

PURPOSE:

To recommend that the Infrastructure, Facilities and Technology

Committee, Finance and Personnel Committee and the Oswego County Legislature approve the budget modification to transfer these funds.

SUMMARY:

The amount of the check was for an insurance payment for damages to

Buildings and Grounds van that was in an accident on 01/17/2023

RECOMMENDED:

I respectfully request transferring of \$ 1,405.00 from Insurance Recovery

Fund A1325.526800 to Automotive Repair A1620.541100

ACTION:

To transfer \$ 1,405.00 from A1325.526800 to A1620.544100.

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

| ACC | ACCOUNT NUMBER | BER | ACC | ACCOUNT NUMBER | IBER | | |
|-------|----------------|----------------------|-------|----------------|-----------|-------------------------|------------|
| DEPT. | OBJECT | SUB. | DEPT. | OBJECT | SUB. | DESCRIPTION | DOLLAR |
| A1325 | 526800 | | | | | Insurance Recovery Fund | (1,405.00) |
| | | | A1620 | 544100 | | Automotive repair | 1,405.00 |
| | | | | | | | |
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| | | | | | 46.310.35 | | |
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| | | | | | -/- | | |
| | | | | | 2.00 | | |
| | COMMITTE | COMMITTEE SIGNATURES | rures | DATE | w | TOTAL AMOUNT | , |
| | | | | | 100 000 | COUNTY TREASURER | DATE |
| | | | | | 10 o | PERSONNEL DIRECTOR | DATE |
| | 100 | | | | yr 121 | COUNTY ADMINISTRATOR | DATE |
| | | | | | al and | DEPARTMENT HEAD | DATE |

RESOLUTION NO.

March 9, 2023

RESOLUTION AUTHORIZING EXPENDITURE FROM UNAPPROPRIATED FUND BALANCE

By Legislator Stephen Walpole:

WHEREAS, the Highway Department has identified the need to purchase several pieces of equipment.

NOW, on recommendation of the Infrastructure and Facilities Committee of this Legislature, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$1,750,000 from the Unappropriated Fund Balance into Capital Project# 0423 – Highway Equipment 2023 and that the following project is hereby authorized for the maximum expenditure as indicated.

Highway Equipment CP# 0423 Highway Equipment – 2023 \$1,750,000

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES: NO: ABSENT: ABSTAIN:



COUNTY OF OSWEGO **HIGHWAY DEPARTMENT**

Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256
Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

| SUBJECT: | To establish Capital Project # 0423 - Highway Equipment 2023 |
|------------------------|--|
| PURPOSE: | To recommend that the Infrastructure, Facilities & Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature authorize the purchase of this highway equipment. |
| SUMMARY: | Attached is the list of equipment the Highway Department needs to purchase. The Highway Department is seeking a total transfer of \$1,750,000 from the Unappropriated Fund Balance to Capital Project #0423. |
| | The cost of the equipment will be eligible for 100% reimbursement through the CHIPS program. |
| RECOMMENDED ACTION: | The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the \$1,750,000 for the purchase of equipment. |
| Date | Shawn Walker |

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

| | | DOLLAR | (1,750,000.00) | 1,750,000.00 | | | (1,750,000.00) | 1,750,000.00 | | | | | | DATE | DATE | DATE | DATE |
|--------|----------------|-------------|---|---|--|--------------|---|--|--|--|--|--------------|----------------------|------------------|--------------------|----------------------|-----------------|
| | | DESCRIPTION | Establish CP#0423 - Highway Equipment 2023 with a | maximum authorization of \$1,750,000. The project will be | funded through a transfer of funds from Unappropriated | Fund Balance | 500 000 000 000 000 000 000 000 000 000 | Interfund Transfer - Unappropriated Fund Balance | | | | TOTAL AMOUNT | | COUNTY TREASURER | PERSONNEL DIRECTOR | COUNTY ADMINISTRATOR | DEPARTMENT HEAD |
| | BER | PROJ | | 0423 | | | | | | | | | | | | | |
| Т0 | ACCOUNT NUMBER | OBJECT | | 529000 | | | | 599014 | | | | | DATE | | | | , |
| | ACC | ORG | | = | | | | A9901 | | | | | URES | | | | |
| | BER | PROJ | 0423 | | | | | | | | | | E SIGNAT | | | | |
| (FROM) | ACCOUNT NUMBER | OBJECT | 450310 | | | | 159900 | | | | | | COMMITTEE SIGNATURES | 5 | | | |
| | ACC | ORG | Ξ | | | | A | | | | | | | | | | |

RESOLUTION AUTHORIZING CLOSING CP#72 DMV/RECORDS RENOVATION AND ESTABLISHING CP#C0323 COUNTY FLOORING 2023

By Legislator Stephen Walpole:

WHEREAS this body previously established the following Capital Project which is complete and has a balance totaling \$17,508.84: CP#72 DMV and Records Center Renovation

NOW, upon recommendation of the Infrastructure and Facilities Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer is hereby authorized to appropriate and close Capital Project No. 72 and transfer remaining balance totaling \$17,508.84 to Capital Project No. C0323 – County Flooring 2023 as shown on the attached budget modification request, and be it further

RESOLVED, that Capital Project No. C0323 – County Flooring 2023 be established with a maximum authorization of \$17,508.24 and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

Capital Project # C0323

Total Authorization

County Flooring 2023

\$ 17,508.84

| RESOLU | TION PASSED/FAII | LED, WITH A VOICE/ROI | LL CALL VOTE |
|--------|------------------|-----------------------|--------------|
| YES: | NO: | ABSENT: | ABSTAIN: |

COUNTY OF OSWEGO BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street Oswego, New York 13126

> Phone: (315) 349-8233 Fax: (315) 342-2481

INFORMATIONAL MEMORANDUM

SUBJECT: To close and transfer funds from Capital Project # 72 – DMV/Record

Center Renovations and to establish Capital Project # C0323 - County

Flooring Project 2023.

PURPOSE: To establish Capital Project # C0323 - County Flooring Project 2023 using

funds transferred from Capital Project #72 DMV/Records Center

Renovations.

SUMMARY: By establishing Capital Project # C0323 - County Flooring with remaining

funds from Capital Project # 72, the Buildings and Grounds department can continue to replace old flooring within the County buildings as they become

worn and become a tripping hazard.

RECOMMENDED: I respectfully request closing CP#72 DMV/Records Center Renovation and

transferring remaining the remaining fund in the amount of \$17,508.84 to

Capital Project # C0323 County Flooring 2023

ACTION: Transfer \$ 17,508.84 from Capital Project # 72 DMV/Records Center

Renovations to Capital Project # C0323 - Flooring

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

| OBJECT SUB. DEPT. OBJECT SUB. Transfer \$ 17,508.34 from CP 72 DMV/Records Center to Transfer \$ 17,508.34 to CP#C0323 County Flooring 2023 Transfer \$ 17,508.34 to CP#C0323 County Flooring 2023 Transfer \$ 17,508.34 to CP#C0323 County Flooring 2023 COMMITTEE SIGNATURES DATE TOTAL A COUNTY TREASURER PERSONNEL DIRECTOR COUNTY ADMINISTRATOR | | |
|---|----------------------------------|-------------|
| 529000 C0323 | DESCRIPTION | DOLLAR |
| 529000 C0323 DATE | from CP 72 DMV/Records Center to | (17,508.84) |
| DATE | o CP#C0323 County Flooring 2023 | 17,508.84 |
| DATE | | |
| DATE | TOTAL AMOUNT | 3 |
| COUNTY TREASUR PERSONNEL DIREC | | |
| PERSONNEL DIREC | COUNTY TREASURER | DATE |
| COUNTY ADMINISTR | EDECANNEL DIDECTOR | Live |
| COUNTY ADMINISTR | ENSONNEL DIRECTOR | DAIE |
| | COUNTY ADMINISTRATOR | DATE |
| DEPARTMENT | DEPARTMENT HEAD | DATE |

RESOLUTION NO.

March 9, 2023

RESOLUTION AUTHORIZING THE RECLASSIFACTION OF THREE POSITONS BUILDINGS AND GROUNDS DEPARTMENT

By Legislator Stephen Walpole:

Upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that position numbers 162005111, 162005113 and 162005113 (part time cleaners) are hereby reclassified as full-time cleaners.

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Officer, and Personnel Director shall be their authority to make such adjustments.

| RESOLU' | TION PASSED/FAIL | LED, WITH A VOICE/RO | LL CALL VOTE |
|---------|------------------|----------------------|--------------|
| YES: | NO: | ABSENT: | ABSTAIN |

COUNTY OF OSWEGO BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street Oswego, New York 13126

> Phone: (315) 349-8233 Fax: (315) 342-2481

INFORMATIONAL MEMORANDUM

SUBJECT: To reclassifying three part time cleaners to full time status.

PURPOSE: In reviewing the cleaning division of the Buildings and Grounds

department, I feel there are some areas that could be improved by returning part time cleaning positions to full time especially at the Public Safety

Center which is a 24/7 facility.

We currently have 11 full time cleaners and 15 part time cleaners for all of

the county facilities that the Buildings and Grounds department is responsible for cleaning. We are having a difficult time finding and retaining people by only being able to offer 15-20 hours per week as a

part-time employee.

SUMMARY: I would like to reclassify the following positions to full time:

Position # 162005111 (part time cleaner) Position # 162005113 (part time cleaner) Position # 162005116 (part time cleaner)

ACTION: To reclass the above part time cleaning positions to full-time.

POSITION REQUEST/DELETE BUDGET FORM

| DEPARTMENT: Buildings and Grounds | DIVISION/UNIT | (NUMBER): Al | 620 | | | | |
|--|----------------|--------------------|--------|---------|--|--|--|
| A. NEW POSITION REQUEST | | | | | | | |
| Position Title Requested: | | | | | | | |
| 2. Bargaining Unit: CO-OP Highway | ☐ Silver Star | Deputies O | CPA [|] Mgmt. | | | |
| 3. a. Bargaining Unit – Hourly Rate from Grade p | lan: | Grade | 4 , | | | | |
| b. Management or OCPA - Salary Requested: | | Grade | | | | | |
| Percent of Federal and or State Reimbursement: | | Fringe Reimbursed: | ☐ Yes | ☐ No | | | |
| 5. Justification of Need (Use additional sheets as a | necessary): | | | | | | |
| 6. Complete New Position Duties Statement (p. 3 B. RECLASSIFICATION REQUEST | & 4). | | | | | | |
| Present Title: Cleaner - part time | 2. Position #: | 162005116 | | | | | |
| 3. Present Salary/Hourly Rate: 15.45 | Grade: | 2 | | | | | |
| 4. Requested Title: Cleaner - full time | | | | | | | |
| 5. Requested Salary: a. Bargaining Unit: <u>CSEA</u> b. Management or OCPA – Salary Requested: | Hourly Rate: | 15.45 | Grade: | 2 | | | |
| 6. Percent of Federal and/or State Reimbursement | : 15% | Fringe Reimbursed: | ⊠Yes | ☐ No | | | |
| 7. Justification of Need (use additional sheets as necessary): This position will be assigned to the clean the Public Safety Center during the day shift. Increasing this position to full-time will assist the maintenance staff with any emergency clean up in the building during regular business hours. The floors in the building would be better maintain during winter season if this position was full time This position is reimbursed 15% by the NYS Unified Court System. | | | | | | | |
| 8. Complete New Position Duties Statement (p. 3 | & 4). | | | | | | |

| C. | POSITION DELETION | |
|----|-------------------------|--------------------|
| | 1. Title to be Deleted: | |
| | 2. Position # | 3. Salary Savings: |
| | 4. Reason for Deletion: | |
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7/23/19 (page 2 of 4)

Civil Service Law: Section 22. Certification for positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

| | OWN OR VILLAGE | DIVISION, UNIT, OR WORK SECTION | LOCATION OF POSITION | | | | | | |
|--|------------------------------------|---|--|--|--|--|--|--|--|
| Buildings and | | A1620 | Public Safety Center | | | | | | |
| 2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. | | | | | | | | | |
| The second secon | Title requested: Cleaner-full time | | | | | | | | |
| PERCENT OF | | | | | | | | | |
| WORK TIME | | | - April - Apri | | | | | | |
| 75% | Cleaning and disinfecti | ng offices, restrooms and breakroom | | | | | | | |
| 25% | Moping floors | | | | | | | | |
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| | | | | | | | | | |
| | | (Attach additional sheets if more space | e is needed) | | | | | | |

7/23/19 (page 3 of 4)

| 3. Names and titles of person s | upervising (general, direct, administrative, e | te.). | | | |
|---|---|--|--|--|--|
| NAME | TITLE | TYPE OF SUPERVISION | | | |
| Richard Doten | Superintendent | Adminstrative | | | |
| Terri Bernys | Adminstrative Assistant | Direct | | | |
| 4. Names and titles of persons | supervised by employee in this position. | | | | |
| NAME | TITLE | TYPE OF SUPERVISION | | | |
| | | | | | |
| 5. Names and titles of persons new position. | 8 | of work as will be done by the incumbent of this | | | |
| NAME | TITLE | LOCATION OF POSITION | | | |
| Angelina Mekeel | Cleaner | Public Safety Center | | | |
| Tanya Wheeler | Cleaner | Health Complex | | | |
| ☐ Other Experience (list amount and Essential knowledge, skills an | nd abilities: | | | | |
| Type of license or certificate required: 7. The above statements are accurate and complete. | | | | | |
| The above statements are ac | carate and complete. | | | | |
| Date: CERTI | Title: Superintendent FICATE OF OSWEGO COUNTY PI | Signature: ERSONNEL OFFICER | | | |
| 그림에 그 이렇게 내용하실하다 하네 아들에 있었다. 그렇게 살게 되었다면 하셨다니까? | isions of Civil Service Law (Section 22), the C for the position described is: | Oswego County Personnel Officer certifies that the | | | |
| POSITION CLASS TITLE: JURISDICTIONAL CLASS | : | | | | |
| Date: | Signature: | | | | |

7/23/19 (page 4 of 4)

PART-TIME/TEMPORARY BUDGET REQUEST FORM

| | | DOLLARS REQUESTED | | | (page 1 of 2) |
|-------------------------|--|---------------------------------|--------|---|------------------------|
| JMBER): | nporary basis: | JUSTIFY THE NEED FOR EACH TITLE | | | |
| DIVISION/UNIT (NUMBER): | on a part-time/ter | NO. WEEKS | | £ | |
| DIVI | ntend to employ | HOURLY RATE | 101817 | | -OVER- |
| | tions which you i | HOURS/ WEEK | | | |
| | information for posi | POSITION NUMBER | | | |
| DEPARTMENT: | 1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis: | TITLE | | | (Add pages as needed.) |

PART-TIME/TEMPORARY BUDGET REQUEST FORM

| 7. | 2. Total Part-time/Temporary dollars requested for next year: | |
|----|---|--|
| 33 | 3. Total Part-time/Temporary dollars budgeted in current year: | |
| 4. | 4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested. | |

(page 2 of 2)

OTHER HOURS BUDGET REQUEST FORM

| DEPARTMENT: Buildings and Grounds Department | uildings an | d Grounds] | | DIVISION/UNIT (NUMBER): A1620 |
|--|-------------|-------------|--|---|
| CATEGORY: | AMTIN | AMT | POSITIONS AFFECTED: | JUSTIFICATION: |
| Retention & Recruitment Incentive (511000) | BUDGER | NEXTYEAR | | |
| Overtime (512000) | 20,000 | 30,000 | Maintenance Mechanic, Sr. Maintenance Mechanic, Maintenance Mechanic Supervisor, Sr. Maintenance Mechanic Technicain, Maintenance Mechanic Supervisor Technicain and Cleaner | For emergency situations that arise and would require any of these employees to work in excess of their normal 40 hours per week. To complete various projects after hours so that minimal disruption is caused during normal working business hours. |
| Shift Differential (514100) | 26,000 | 26,000 | Cleaners | To compensate employees whose work duties are performed during the |
| Vacation Buy Back (514200) | 10,000 | 12,375 | Superintendent, Administrative Asst., Maintenance Mechanic Supervisor, Maintenance Mechanic Supervisor Technician, Sr. Maintenance Mechanic, Maintenance Mechanic, and Cleaners | For employees who elect to receive pay in lieu of time off for vacation. |
| Additional Hours (514300) | 2,500 | 5,000 | Administrative Asst., Account Clerk, and Cleaners | To compensate employees who are asked to work over their normal 35 hours work week. |
| Holiday Premium (514400) | | | | |
| Call Time (514500) | 30,300 | 32,000 | Maintenance Mechanic Supervisor, Sr. Maintenance Mechanic and Maintenance Mechanic | For coverage through out the year to handle after hour emergencies at the Public Safety Center. |
| 207-C Wages (514600) | | | | |
| | | | | |

POSITION REQUEST/DELETE BUDGET FORM

| DEPARTMENT: Buildings and Grounds | DIVISION/UNIT | (NUMBER): Ale | 620 | | | |
|--|------------------|--------------------|------------|-----------|--|--|
| A. NEW POSITION REQUEST | | | | | | |
| 1. Position Title Requested: | | | | | | |
| 2. Bargaining Unit: CO-OP Highway | ☐ Silver Star | Deputies O | CPA | Mgmt. | | |
| 3. a. Bargaining Unit - Hourly Rate from Grade p | olan: | Grade | | | | |
| b. Management or OCPA - Salary Requested: | 454491111 | _ Grade | : | | | |
| 4. Percent of Federal and or State Reimbursement | | Fringe Reimbursed: | ☐ Yes | □ No | | |
| 5. Justification of Need (Use additional sheets as | necessary): | | | 112 | | |
| OPT SUPPORT OUTS AND THE COURSE AND APPLICATIONS OF THE COURSE OF THE CO | | | | | | |
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| | | | | 7 | | |
| 6. Complete New Position Duties Statement (p. 3 | & 4) | | | | | |
| B. RECLASSIFICATION REQUEST | ω 4). | | | | | |
| The state of the s | 2. Position #: | 162005113 | | | | |
| Present Salary/Hourly Rate: 16.01 | Grade: | 2 | | | | |
| Requested Title: Cleaner - full time | | 770 | | | | |
| 5. Requested Salary: | | | | | | |
| a. Bargaining Unit: CSEA | Hourly Rate: | 16.01 | Grade: | 2 | | |
| b. Management or OCPA - Salary Requested: | | | Grade: | | | |
| 6. Percent of Federal and/or State Reimbursement | :: <u>15%</u> | Fringe Reimbursed: | Yes | □ No | | |
| 7. Justification of Need (use additional sheets as necessary): This position is assigned to clean the Sheriff | | | | | | |
| Department, which is a 24/7 department. This po As a part time position, some areas are not cleane | | | ssed to pa | rt- time. | | |
| This position is reimbursed 15% by the NYS Unific | | a regular masis. | | | | |
| This position is reimoursed 1570 by the NTS Only | eu court system. | | | | | |
| | | | | | | |
| | | | | | | |
| 8. Complete New Position Duties Statement (p. 3 | & 4). | | | | | |
| | | | | | | |

-OVER- (page 1 of 4)

| C. | POSITION DELETION | | |
|----|-------------------------|--------------------|--|
| | 1. Title to be Deleted: | | |
| | 2. Position # | 3. Salary Savings: | |
| | 4. Reason for Deletion: | | |
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Civil Service Law: Section 22. Certification for positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

| 1. DEPARTMEN DISTRICT/TO Buildings and | OWN OR VILLA | GE | DIVISION, UNIT, OR WORK SECTION A1620 | LOCATION OF POSITION Public Safety Center | | | | |
|--|--|-----------|---|--|--|--|--|--|
| 2. DESCRIPTIO | 2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested: Cleaner-full time | | | | | | | |
| PERCENT OF | | | | | | | | |
| WORK TIME | | | | | | | | |
| 75% | Cleaning and dis | sinfectin | ng offices, restrooms and breakroom | | | | | |
| 25% | Mopping floors | | | | | | | |
| | 8 | | | | | | | |
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| | | | | | | | | |
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| | | ()(| | | | | | |
| | | | | | | | | |
| 3.4 | | | (Attach additional sheets if more space | e is needed) | | | | |

| 3. Names and titles of person supervis | ing (general, direct, administrative, | etc.). | | | |
|--|--|--|--|--|--|
| NAME | TITLE | TYPE OF SUPERVISION | | | |
| Richard Doten | Superintendent | Adminstrative | | | |
| Terri Bernys | Adminstrative Assistant | Direct | | | |
| 4. Names and titles of persons supervi | sed by employee in this position. | | | | |
| NAME | TITLE | TYPE OF SUPERVISION | | | |
| Company and a selection | | | | | |
| | | | | | |
| Names and titles of persons doing s new position. | ubstantially the same kind and leve | l of work as will be done by the incumbent of this | | | |
| NAME | TITLE | LOCATION OF POSITION | | | |
| Rhonda Bivens | Cleaner | Public Safety Center | | | |
| Brenda Mekeel | Cleaner | Public Safety Center | | | |
| | | | | | |
| 6. What minimum qualifications do yo | ou think should be required for this | position? | | | |
| Education: Migh School | years | | | | |
| | years, with specialization in | | | | |
| Name of the Control o | years, with specialization in | | | | |
| Experience (list amount and type): | | | | | |
| Experience (list amount and type): | | | | | |
| Essential knowledge, skills and abilities: | | | | | |
| Type of license or certificate required: | | | | | |
| 7. The above statements are accurate a | and complete. | | | | |
| ggeocyte (| | | | | |
| Date: | Title: Superintendent | Signature: | | | |
| * | FE OF OSWEGO COUNTY I | Oswego County Personnel Officer certifies that the | | | |
| appropriate civil service title for the | a Childran Barthallan Bartha Tibble (1) - Albartan 1920 - 4 an 1 an an an an | Oswego County Personner Officer certifies that the | | | |
| POSITION CLASS TITLE: | | | | | |
| JURISDICTIONAL CLASS: | | | | | |
| | | | | | |
| Date: | Signature: | | | | |

7/23/19 (page 4 of 4)

PART-TIME/TEMPORARY BUDGET REQUEST FORM

| DEPARTMENT: | | | DIVI | DIVISION/UNIT (NUMBER): | NUMBER): | |
|---|-----------------------|-------------------|--|-------------------------|------------------------------------|------------------------|
| 1. Please provide the following information for positions which | g information for pos | sitions which you | you intend to employ on a part-time/temporary basis: | on a part-time/ | temporary basis: | |
| TITLE | POSITION NUMBER | HOURS/ WEEK | HOURLY | NO. WEEKS | JUSTIFY THE NEED FOR EACH TITLE | DOLLARS REQUESTED = |
| | | | | | | |
| | | | | | I | |
| | | | | | | |
| (Add pages as needed.) | | | -OVER- | | | (page 1 of 2) |

PART-TIME/TEMPORARY BUDGET REQUEST FORM

| | S 30,500 | 0,500 | |
|----|---|-------|--|
| 2. | 2. Total Part-time/Temporary dollars requested for next year: | | |
| | \$ 30,500 | 0,500 | |
| Ę, | 3. Total Part-time/Temporary dollars budgeted in current year: | | |
| | | | |
| 4 | 4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested. | | |

(page 2 of 2)

OTHER HOURS BUDGET REQUEST FORM

| DEPARTMENT: Buildings and Grounds Department | unidings an | d Grounds | | DIVISION/UNIT (NUMBER): A1620 |
|---|------------------------------|-------------------------------|--|---|
| CATEGORY: | AMT IN CURRENT BUDGET: | AMT BUDGETED NEXT VEAR: | POSITIONS AFFECTED: | JUSTIFICATION: |
| Retention & Recruitment Incentive (511000) | | | | |
| Overtime (512000) | 20,000 | 30,000 | Maintenance Mechanic, Sr. Maintenance Mechanic, Maintenance Mechanic Supervisor, Sr. Maintenance Mechanic Technicain, Maintenance Mechanic Supervisor Technicain and Cleaner | For emergency situations that arise and would require any of these employees to work in excess of their normal 40 hours per week. To complete various projects after hours so that minimal disruption is caused during normal working business hours. |
| Shift Differential (514100) | 26,000 | 26,000 | Cleaners | To compensate employees whose work duties are performed during the |
| Vacation Buy Back (514200) | 10,000 | 12,375 | Superintendent, Administrative Asst., Maintenance Mechanic Supervisor, Maintenance Mechanic Supervisor Technician, Sr. Maintenance Mechanic, Maintenance Mechanic, and Cleaners | For employees who elect to receive pay in lieu of time off for vacation. |
| Additional Hours (514300) | 2,500 | 5,000 | Administrative Asst., Account Clerk, and Cleaners | To compensate employees who are asked to work over their normal 35 hours work week. |
| Holiday Premium (514400) | | | | II. |
| Call Time (514500) | 30,300 | 32,000 | Maintenance Mechanic Supervisor, Sr. Maintenance Mechanic and Maintenance Mechanic | For coverage through out the year to handle after hour emergencies at the Public Safety Center. |
| 207-C Wages (514600) | | | | |
| 0.000 | | | | |

POSITION REQUEST/DELETE BUDGET FORM

| DEPARTMENT: Buildings and Grounds DIVISION/UNI | T (NUMBER): A1620 |
|--|--|
| A. NEW POSITION REQUEST | |
| 1. Position Title Requested: | - 4 West 21 |
| 2. Bargaining Unit: CO-OP Highway Silver Star | ☐ Deputies ☐ OCPA ☐ Mgmt. |
| 3. a. Bargaining Unit – Hourly Rate from Grade plan: | Grade: |
| b. Management or OCPA - Salary Requested: | Grade: |
| 4. Percent of Federal and or State Reimbursement: | Fringe Reimbursed: Yes No |
| 5. Justification of Need (Use additional sheets as necessary): | |
| 6. Complete New Position Duties Statement (p. 3 & 4). B. RECLASSIFICATION REQUEST | |
| Present Title: Cleaner - part time 2. Position #: | 162005111 |
| 3. Present Salary/Hourly Rate: 15.45 Grade: | 2 |
| 4. Requested Title: Cleaner - full time | |
| 5. Requested Salary: a. Bargaining Unit: CSEA Hourly Rate b. Management or OCPA – Salary Requested: | :15.45 Grade: |
| 6. Percent of Federal and/or State Reimbursement: | Fringe Reimbursed: Yes No |
| 7. Justification of Need (use additional sheets as necessary): This Energy Recovery Facility which is a 24/7 building. | position will be assigned to the clean the |
| 8. Complete New Position Duties Statement (p. 3 & 4). | |

7/23/19 -OVER- (page 1 of 4)

| C. | POSITION DELETION | |
|----|-------------------------|--------------------|
| | 1. Title to be Deleted: | |
| | 2. Position # | 3. Salary Savings: |
| | 4. Reason for Deletion: | |
| | | |
| | | |
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| | | |

(page 2 of 4)

Civil Service Law: Section 22. Certification for positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

NEW POSITION DUTIES STATEMENT

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

| 1. DEPARTMEN DISTRICT/TO Buildings and | OWN OR VILLAGE | DIVISION, UNIT, OR WORK SECTION | LOCATION OF POSITION Energy Recovery Facility |
|--|---|---|--|
| 2. DESCRIPTIO | ON OF DUTIES: Descri Parag duties | be the work in sufficient detail to give a clear w raph for each kind of work and describe the mo first. In the left column, estimate how the total | ord picture of the job. Use a separate ore important or time-consuming |
| | d: Cleaner-full time | 3/1 | |
| PERCENT OF | | | |
| WORK TIME | 201 | 71 | |
| 75% | Cleaning and disinfecti | ng offices, restrooms and breakroom | |
| 15% | Mopping floors | | |
| 10% | Ordering supplies and | accepting deliveries from vendors. | |
| | | | |
| | | | |
| | | | |
| | | #H7000 | |
| | | | |
| <u> </u> | | | - 18 |
| | | | |
| | | (Attach additional sheets if more spa- | ce is needed) |

| 3. Names and ti | itles of person supervis | ing (general, direct, administrative | |
|--|---|---|---|
| NAME | 4,41 | TITLE | TYPE OF SUPERVISION |
| Richard Doten | | Superintendent | Adminstrative |
| Terri Bernys | | Adminstrative Assistant | Direct |
| 4. Names and ti | tles of persons supervi | sed by employee in this position. | |
| NAME | | TITLE | TYPE OF SUPERVISION |
| | | | |
| 5. Names and t new position | | ubstantially the same kind and leve | el of work as will be done by the incumbent of this LOCATION OF POSITION |
| Louise Cornelius | | Cleaner | Legislative Building |
| Tanya Wheeler | | Cleaner | Health Complex |
| Experience (li Essential kno | College College Other ist amount and type): | years, with specialization in | |
| | se or certificate require | | |
| 7. The above st | atements are accurate | and complete. | |
| Date: | 33.175.075.08.893.09.311.275.355.355.355.355.35 | Title: Superintendent TE OF OSWEGO COUNTY | TO SECURE A SECURITION OF THE PROPERTY OF THE |
| MARKET BURNESS THE STREET STREET, STRE | "이렇게 보면하는 "200명이 아이들이 있다면 보게 되었다" 보다는 사람이 되었다. | | e Oswego County Personnel Officer certifies that the |
| appropriate | civil service title for th | e position described is: | |
| POSITION O | CLASS TITLE: | | |
| JURISDICT | IONAL CLASS: | | |
| Date: | | Signature: | |

PART-TIME/TEMPORARY BUDGET REQUEST FORM

| | | DOLLARS REQUESTED | | (page 1 of 2) |
|-------------------------|--|---------------------------------|--------|------------------------|
| MBER): | nporary basis: | JUSTIFY THE NEED FOR EACH TITLE | | |
| DIVISION/UNIT (NUMBER): | on a part-time/ten | NO. WEEKS | | |
| DIVIG | ntend to employ | HOURLY | | -OVER- |
| | tions which you i | HOURS/ WEEK | | |
| | information for posi | POSITION NUMBER | 15 12- | |
| DEPARTMENT: | 1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis: | TITLE | | (Add pages as needed.) |

PART-TIME/TEMPORARY BUDGET REQUEST FORM

| 2 Total Part time/Temporary dollars requested for next year. | |
|---|--|
| 3. Total Part-time/Temporary dollars budgeted in current year: | |
| 4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested. | |

(page 2 of 2)

OTHER HOURS BUDGET REQUEST FORM

DIVISION/UNIT (NUMBER): A1620

DEPARTMENT: Buildings and Grounds Department

| Retention & Recruitment | POSITIONS AFFECTED: | JUSTIFICATION: |
|---|---------------------|---|
| ion Buy 10,000 32,000 Differential 26,000 26,000 Differential 26,000 26,000 Differential 26,000 26,000 Differential 26,000 26,000 Differential 30,300 32,000 Cime 30,300 32,000 | | |
| Differential 26,000 26,000 400) ion Buy 10,000 12,375 ional Hours 2,500 5,000 ay Premium 00) Clime 30,300 32,000 | hanic, nce | For emergency situations that arise and would require any of these employees to work in excess of their normal 40 hours per week. To complete various projects after hours so that minimal disruption is caused during normal working business hours. |
| ion Buy 10,000 12,375 00) ional Hours 2,500 5,000 ay Premium 00) Cime 30,300 32,000 | | To compensate employees whose work duties are performed during the |
| 30,300 32,000 | | For employees who elect to receive pay in lieu of time off for vacation. |
| 30,300 32,000 | | To compensate employees who are asked to work over their normal 35 hours work week. |
| 30,300 32,000 | | |
| | ce Mechanic | For coverage through out the year to handle after hour emergencies at the Public Safety Center. |
| 207-C Wages (514600) | | · |

OSWEGO COUNTY AIRPORT EVOC COURSE LICENSE AGREEMENT

This Agreement made this ____ day of May, 2017, between the COUNTY OF OSWEGO, a municipal corporation, organized and existing under the laws of the State of New York, with its principle office at 46 East Bridge Street, Oswego, New York, 13126, herein after referred to as the "County" and the CENTRAL NEW YORK REGION, SPORTS CAR CLUB OF AMERICA, INC.("CNYR SCCA, INC.,") a domestic not-for-profit corporation, having its principal office at Post Office Box 9, Fulton, New York 13069, with an office address of 5351 Carrick Circle, Brewerton, New York 13029 hereinafter referred to as the "Club".

WHEREAS, the County owns an Emergency Vehicle Operations Course (EVOC) located upon the Oswego County Airport in the Town of Volney and operates same in conjunction with the NYS Department of Environmental Conservation, and

WHEREAS, the Club is desirous of using said premises from time to time for its own purposes of Club training and instruction for its members; and

WHEREAS, the County of Oswego has heretofore authorized the execution of this agreement on certain terms pursuant to County of Oswego Local Law Number 2 of 2001,

NOW, THEREFORE, in consideration of the covenants and promises herein contained, the parties hereto mutually agree as follows:

SECTION 1. GENERAL TERMS

- 1. This license to use the EVOC track is subject to the County of Oswego's lease with the New York State DEC Law Enforcement Division and the County of Oswego's own use for training and maintenance purposes. The shall ensure prior to scheduling that there are no conflicts with county or state law enforcement agencies, or planned maintenance activities by the County of Oswego with both the Airport Manager and NYSDEC. No use granted hereunder shall interfere with Airport operations at any time and the county expressly reserves the rights to deny a specific use or cancel this agreement if the Club's activities interfere with Airport operations, general aviation, ILS or communication frequencies, avigational aids such as lighting or other reasons.
- 2. The County hereby grants to the Club, its members and invitees, as part of Club activities, a non-exclusive license to use the premises as set forth on "Exhibit A" attached hereto and made a part hereof, for a period of two (2) years commencing on January 1, 2017, and ending on December 31, 2019 unless sooner terminated.
- 3. The Club shall pay to the County the sum of <u>FIVE HUNDRED DOLLARS (\$500.00)</u> <u>per diem or any part thereof</u> for the use of said premises for each day the track is to be used within thirty days of the use which shall be invoiced by the Airport. The use of the

- EVOC shall only occur during daylight hours and operation of vehicles on taxiways or runways is expressly prohibited hereunder.
- Due to Airport and FAA requirements, the County may request valid photo identification from all Club members using the EVOC course to gain entry to the track.
- The Club agrees that it shall not assign, transfer, convey, sub-contract or otherwise dispose of this contract of its responsibility to perform under this contract or its right, title, or interest in and/or to the same, nor the power to execute such contract to any other person, company or corporation.
- 6. This License can be cancelled at any time by the County of Oswego for a violation of any of its terms, non-payment or for the County of Oswego's convenience. If the Club fails to comply with any term of this Agreement, the County may terminate this Agreement and may re-enter and take possession of the premises by any lawful means, and remove the Club and any other person or persons on the premises, without being liable in any way.

SECTION 2. INSURANCE AND HOLD HARMLESS REQUIREMENTS AND STATUTORY COMPLIANCE

- 1. In acceptance of this License, the Club covenants and certifies that it will comply, in all respects, with all federal, state and county laws including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B. Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement SHALL BE VOID and of no effect unless the Club shall secure Workers' Compensation for the benefit of, and keep same during the life of the contract, for its employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law
- 2. As set forth herein, the Club shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance (if required), liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Club and not those of the County. Notwithstanding anything to the contrary in this Agreement, the Club irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this

insurance. The provisions of insurance by the Club shall not, in any way, limit the Club's liability under this Agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Club hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the Club's insurance policy(ies), with the exception of workers' compensation. If the Club is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Attorney's Office. If requested, the Club must describe its financial condition and the self-insured funding mechanism(s) and same must be acceptable to the County.
- II. The policy naming the County of Oswego as an additional insured shall, without exception:

Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.

Contain a 30-day notice of cancellation.

State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.

The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

- III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.
- IV. Required Insurance MINIMUMS:

Commercial General Liability Insurance \$1,000,000 per occurrence/ \$2,000,000 aggregate.

Automobile Liability

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

Motorsports Racing Endorsement - \$1,000,000

Excess/Umbrella Insurance \$5,000,000 each Occurrence and Aggregate

Damages to Premises Rented - \$1,000,000

Workers' Compensation and N.Y.S. Disability -- Statutory Benefits Insurance for all employees.

V. Club acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Club is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

The Club shall attach to this Agreement certificates of insurance evidencing the Club's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Club.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede the Club's commencement of its use of the EVOC track (including subsequent policies purchased as renewals or replacements);
- B. Club will maintain similar insurance for at least six (6) years following final use of the EVOC track;
- C. If the insurance is terminated for any reason, the Club agrees to purchase an unlimited extended reporting provision to report claims arising from the Club's use of the EVOC track; and
- D. Immediate notice shall be given to the County through the Airport Manager and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the License granted under this License.

The required insurance policies shall be endorsed to include the County of Oswego as an additional insured. Also, the policies should include the provision that the issuing company or companies will notify the certificate of insurance holder, who shall be the Oswego County Attorney, Oswego County Attorney's Office, 46 East Bridge Street, Oswego, New York, 13126-2151, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company or companies shall notify the certificate of insurance holder upon renewal of the policies.

The Club shall have furnished to the Oswego County Attorney a certificate of insurance which shall have evidence of all of the above requirements of insurance. Said certificate must contain specific language so as to adequately advise the County of Oswego of the Club's compliance with the aforesaid requirements of insurance, including, but not limited to, specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company or companies endorsed such policies as hereinabove required so as to include the County of Oswego as an additional insured and to notify the county of Oswego of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this contract, a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Oswego County Attorney.

INDEMNIFICATION

The Club agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of its use of the EVOC track pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the Club, its employees, representatives, invitees, subcontractors, assignees, or agents.

The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

SECTION 3 ADDITIONAL TERMS AND CONDITIONS

- 1. The use and occupancy of said premises by the Club shall be without cost or expense to the County. The Club shall be solely responsible for any taxes, utilities, or special assessments levied upon this license or attributable to this License and its use of the EVOC track. To the extent that the EVOC track also involves a leasehold interest of the NYSDEC, Club shall obtain the written consent of the New York State on this document before entering the premises and using the EVOC.
- 2. The Club agrees, at its own expense, to cause the area demised and improvements and appurtenances thereto, to be maintained in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on the Airport. The Club agrees to return the EVOC to its original condition upon the end of each use and remove all equipment and vehicles.
- 3. The Club agrees to cause to be removed at own expense from the leased premises all waste, garbage, rubbish and oil, and agrees not to deposit the same on any part of the Airport.

- The Club shall save the County of Oswego harmless of and from any and all costs or charges required by the Club during the term and/or additional successive terms hereof.
- 5. The Club will not suffer nor permit to be maintained upon the outside of the EVOC track or Airport any improvements on the EVOC premises, any flags, banners, billboards, or advertising signs. The use of drones, balloons, antennae or any other item with a height in excess of 20 feet is prohibited.
- 6. The Club will obey such reasonable rules and regulations as may from time to time, be promulgated by County and the Highway Superintendent, or his 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, including, but not limited to the following:
 - a. There shall be no storage of fuel or other combustibles within upon the Airport premises including the EVOC. Lubricating engine oil limited to no more than enough for one oil change may be stored if properly held within an approved fire-proof container.
 - b. In between uses of the EVOC, no storage of any items is allowed, specifically including motor vehicles, boats, yard vehicles, trailers, tires or related or similar equipment.
 - c. The Highway Superintendent or his authorized agent shall have the right to inspect the premises whenever deemed necessary.
 - d. Radio frequencies to be used by the Club upon the premises, if any, shall be first approved by the Airport Manager to avoid interference with aviation frequencies, beacons and other avigational aids.
 - No persons under the age of 18 shall be allowed to operate motor vehicles upon the EVOC Course.
- The Club accepts the EVOC in its present condition.
- 8. The Club shall abide by all applicable non-payment terms and conditions of a sublease between the County and NYSDEC pertaining to the EVOC are annexed hereto and made a part hereof as Exhibit B; the Club's agreement with said terms shall not, however, create a leasehold interest in the EVOC by the Club.
- The Club shall not undertake any work upon or alter the EVOC or Airport premises whatsoever including construction, excavation, striping, grading, boring, paving or alterations or improvements of any kind.
- 10. The Club covenants and certifies that it will comply, in all respects, with all federal, state, and county laws which pertain to any activities undertaken by the Club in connection

with this License. The Club shall be solely responsible for any and all regulatory permits or approvals necessary for any of the activities undertaken by the Club on said premises including zoning and land use approvals.

- 11. The license granted hereunder and all provisions thereof shall be subject and subordinate to all the terms and conditions of the instruments and documents now or hereafter in effect between the County and the United States of America, the execution of which has been or may be required as a condition precedent to a grant of Federal Funds, and the expenditure thereof for the development of Oswego County Airport and this Lease shall be given only such effect as will not be in conflict or be inconsistent with such terms and conditions.
- 12. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 4. NOTICES

Notices to County shall be deemed sufficient, if in writing and mailed by Registered
Mail, postage prepaid, addressed to the Highway Department, 31 Schaad Drive,
Oswego, New York, or to such other address as may have been designated in
writing from time to time. Notices to the Club shall be deemed sufficient, if in writing
and mailed, postage prepaid, addressed to the Club at CNYR SCCA, INC, 5351 Carrick
Circle, Brewerton, New York 13029.

SECTION 5. PROTECTION OF COUNTY PROPERTY

The Club assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Club, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Club as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to recover sufficient sums to repair the damage either voluntarily or in a Court of competent jurisdiction.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

SECTION 6. WHOLE AGREEMENT; MODIFICATION

This Agreement constitutes the entire and integrated agreement between the County of Oswego and the Club and supersedes all prior negotiations, representations, or agreements with whether written or oral. This Agreement may be amended only by written instrument signed by both the County of Oswego and the Club.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and year first above written.

| | OSWEGO COUNTY |
|--|--|
| | BY: |
| | KURT P. OSPELT Superintendent of Public Works |
| | CNYR SCCA, INC. |
| BY: | |
| | |
| Infrastructure and Facilities Committ | tee Approval granted November 29, 2016. |
| Infrastructure and Facilities Committ | |
| | tee Approval granted November 29, 2016. |
| Infrastructure and Facilities Committed New York State Department of Environment Consents To AND AF | tee Approval granted November 29, 2016. ronmental Conservation |

EXHIBIT A

MAP OF PREMISES