

Public Safety Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: March 2, 2023 at 10:00 a.m.

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

COMMITTEE MEMBERS:

| | |
|---------------------------|---------------------------------------|
| Marc Greco, Chair | Legislator, 24 th District |
| Richard Kline, Vice Chair | Legislator, 12 th District |
| Frank Bombardo | Legislator, 7 th District |
| Frank Castiglia | Legislator, 25 th District |
| Mary Ellen Chesbro | Legislator, 10 th District |
| Laurie Mangano | Legislator, 17 th District |
| Herbert Yerdon | Legislator, 2 th District |
| Nathan Emmons | Legislator, 15 th District |

CALL TO ORDER:

- Pledge of Allegiance

APPROVAL OF MINUTES:

- Approval of the Minutes for the Public Safety Committee's regular meeting on January 30, 2023

RESOLUTIONS:

- | | |
|-------------|--|
| PS-1 | Resolution Authorizing the Budget Modification Sheriff's Office – Insurance Recovery to Automotive Supplies and Repair |
| PS-2 | Resolution Authorizing the Transfer of Funds from the County Fund Balance to the Probation Department for Purchase of a Vehicle |
| PS-3 | Resolution Authorizing the Execution of a Lease Agreement Regarding the Scriba Tower Site with Constellation Energy Generation, LLC. |
| PS-4 | Resolution Authorizing Budget Modification Fire Coordinator's Office – Automotive Equipment |

COMMITTEE REVIEW & DECISIONS

- BID23-EMO-001 DJI Matrice 300 RTK and Accessories

REPORTING DEPARTMENTS:

- EMS
- EMO

- Probation Report
- Fire Coordinator
- Search & Rescue

ADJOURNMENT:

RESOLUTION NO.

March 9, 2023

**RESOLUTION AUTHORIZING BUDGET MODIFICATION SHERIFF'S OFFICE –
INSURANCE RECOVERY TO AUTOMOTIVE SUPPLIES AND REPAIR**

By Legislator Marc Greco:

Upon recommendation of the Public Safety and Emergency Services 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:



ADMINISTRATION
(315) 349-3307
FAX (315) 349-3483

ROAD PATROL
(315) 349-3411
FAX (315) 349-3303

CRIMINAL INVESTIGATION
(315) 349-3318
FAX (315) 349-3317

OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON
SHERIFF



39 Churchill Road, Oswego, New York 13126-6613

JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3373
1-800-582-7583

JAIL DIVISION
(315) 349-3300
FAX (315) 349-3349

INFORMATIONAL MEMORANDUM

DATE: February 7, 2023

SUBJECT: Vehicle Repair from the Insurance Recovery Fund

SUMMARY: A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$8,537.87 into Automotive Supplies and Repair (A3110.544100) to repair one 2018 Ford Utility Police Interceptor that collided with a deer. Attached is a copy of the claim check sent from New York Municipal Insurance Reciprocal.

RECOMMENDED

ACTION: The Sheriff's Office respectfully requests your review and approval of this request.

Date: February 7, 2023

TO

TOTAL AMOUNT

DATE _____

DATE _____

DATE _____

RESOLUTION NO.

March 9, 2023

**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE
COUNTY FUND BALANCE TO THE PROBATION DEPARTMENT FOR
PURCHASE OF A VEHICLE**

By Legislator Marc Greco:

Upon recommendation of the Public Safety Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to increase the accounts as shown on the attached 2023 budget amendment request; and be it further

RESOLVED, that the County Probation Department is authorized to purchase a vehicle; and be it further

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

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

YES:

NO:

ABSENT:

ABSTAIN:

**OSWEGO COUNTY
PROBATION DEPARTMENT**

Public Safety Center
39 Churchill Road
Oswego, New York 13126
Phone: (315) 349-3477

DIRECTOR
David L. Hall

SUPERVISORS
Margaret A. Fitzgibbons
Shannon M. Perkins
Karen J. Smith
Chrystal L. Thompson

INFORMATIONAL MEMORANDUM

DATE: February 14, 2023

TO: Members of Public Safety Committee & Oswego County Legislature

FROM: David L. Hall
Probation Director

SUBJECT: Request For Funding for Vehicle Purchase

SUMMARY: The Probation Department's functions includes officers conducting field visits with probationers, as well as executing probation arrest warrants requiring transporting individuals in custody. Currently the department has two 2017 vehicles with 70,000-90,000 miles. Not only is it challenging for officers to satisfy the required field contacts with only two vehicles, but the vehicles have become less reliable due to their age and mileage. As a result, officers are having to utilize their personal vehicles more often which can be problematic and increases mileage costs. Based on the fact department vehicles are used for transporting probationers and need to accommodate computer equipment for communication with E911(CAD), a vehicle configured for law enforcement use is the most practical. Therefore, the Probation Department is requesting \$45,000 from the county's unappropriated funds to purchase a vehicle. A 2022 Dodge Durango Pursuit model has been located, however, if it is not available when the purchase can be made, the department will attempt to find another vehicle via a mini bid.

RECOMMENDED

ACTION: The Probation Department requests that the Public Safety Committee and Oswego County Legislature approve \$45,000 be transferred from the county's unappropriated funds to line A3140.523000 in the Probation Department's budget for purchase of a vehicle.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

COMMITTEE SIGNATURES **DATE**

| COUNTY TREASURER | DATE |
|------------------|------|
| | |

| HUMAN RESOURCES DIRECTOR | DATE |
|--------------------------|------|
| | |

| COUNTY ADMINISTRATOR | DATE |
|----------------------|-----------|
| David L. Hall | 2/14/2023 |

| DEPARTMENT HEAD | DATE |
|-----------------|------|
|-----------------|------|

RESOLUTION NO.

March 9, 2023

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE
AGREEMENT REGARDING THE SCRIBA TOWER SITE WITH
CONSTELLATION ENERGY GENERATION, LLC.**

By Legislator Marc Greco:

WHEREAS, the County of Oswego has, heretofore, constructed a communications tower within the City of Oswego for E-911 public safety and county communications purposes located at 205 Nine Mile Point Rd, Oswego, NY; and

WHEREAS, there is remaining unused space for an additional tenant upon said tower which is desirable to Constellation Energy Generation, LLC. as tenant; and

WHEREAS, certain engineering and radio interference studies have been conducted and the proposed lease will not have an effect on county operations; and

WHEREAS, Constellation Energy Generation, LLC. has agreed to pay rents acceptable to the Department of Emergency Communications with an escalator for subsequent lease terms; and

WHEREAS, a resolution is required under County of Oswego Local Law Number 2 of 2005 to enter into said lease,

NOW, THEREFORE, upon the recommendation of the Public Safety Committee of this body, it is hereby,

RESOLVED, that the Chair of the Legislature be and is hereby authorized to enter into a lease with Constellation Energy Generation, LLC. in acceptable form to the Department of Emergency Communications and the County Attorney for an initial five (5) year term with subsequent renewal terms authorized up to twenty (20) years in accordance with the annexed term sheet; and it is further

RESOLVED, that the initial rent shall be \$5,000 per year with a two (2) percent escalator in rent upon the commencement of any renewal term.

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

YES:

NO:

ABSENT:

ABSTAIN



Informational Memo

Constellation Energy Generation, LLC lease

The Fitzpatrick power plant and Nine Mile power plants are doing a radio system upgrade. Part of this upgrade is to decommission the use of a radio repeater at the County owned tower site on 51a in the Town of Scriba. The E911 Center and power plants still need to have redundant communications between each other, and the repeater currently provides this talk path. Constellation, in conjunction with the E911 Director have worked together on a more resilient process which requires the installation of 2 control station radio with antenna systems at the County owned tower site on Nine Mile Point Rd. in Scriba. This would allow for the power plant radios to have direct connectivity into the E911 Center via radio.

The lease terms are set in five (5) year terms with three (3) options to renew to total no more than twenty (20) years total. The annual rent is \$5,000 and there is an annual 2% escalator in the agreement.

The E911 Director is asking for the Chairman of the Legislature to be given permission to enter into the agreement with Constellation Energy Generation, LLC.

RADIO TRANSMITTER SITE LICENSE

1. PARTIES

AGREEMENT of license, made this ___ day of ____ in the year 2023, by and between:

Oswego County acting by and through **Oswego County E9-1-1**

whose address and phone number is:

39 Churchill Road

Oswego New York 13126

Contact: Director E-911 Services

315-349-8215

for themselves, their heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives, hereinafter referred to as Licensor, AND;

Constellation Energy Generation, LLC, hereinafter referred to as the Licensee or **OTHER**, with addresses at:

Nine Mile Point Nuclear Station
348 Lake Road
Oswego, NY 13126

FitzPatrick Nuclear Station
268 Lake Road
Oswego, NY 13126

("License Agreement")

WITNESSETH: The parties hereto, for the consideration hereinafter stated, covenant and agree as follows:

2. LICENSING

A. The Licensor hereby grants a non-exclusive License to Licensee for the use and occupancy of the Premises for the purpose of installing, maintaining and repairing a telecommunications antenna described in Exhibit 1.

B. The Premises may be used for the transmission and reception of wireless communications and the installation, construction, maintenance, operation, repair, replacement and upgrade of Licensee's communications fixtures and related equipment, cables, accessories and improvements. ("Permitted Uses")

3. **PREMISES**

The Premises shall include:

A. Space for Licensee's equipment and related facilities (collectively, "**Equipment Space**");

B. That certain space on the Licensor's communications tower ("Tower"), as generally depicted on attached **Exhibit 1**, where Licensee shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

C. Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Equipment Space and Antenna Space; and between Licensee's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Licensee, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Licensor's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

D. **Licensor** further agrees that **Licensee**, its agents, employees, service vendors and their employees and such other officials as deemed necessary and appropriate by the **Licensee**, hereafter referred to as "**Authorized Personnel**," shall have free access to the Premises and the Tower at all times for the purpose of installing, repairing, replacing, maintaining, and removing the said equipment. **Licensor** shall furnish Licensee with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of **Licensee** or persons under their direct supervision will be permitted to enter said premises. **Licensee** shall be solely responsible for the means and methods of installation, repair, replacement, maintenance and removal of **Licensee's** equipment and related facilities as well as the provision of all safety equipment, training, and precautionary measures reasonably necessary in accordance with applicable federal and state laws, rules and regulations to conduct any such installation, repair, replacement, maintenance or removal.

4. **TERM**

A. The initial license term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Licensee to commence construction (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date. In accordance with County of Oswego Local Law (if one exists), the Term of this Agreement with renewals, may not exceed twenty (20) years.

B. This Agreement will automatically renew for three (3) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

C. Unless Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

D. The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term**.”

5. **RENT**

A. Rent shall be due and payable annually in the amount of Five Thousand Dollars (\$5,000) (the “**Rent**”) commencing on the first day of the month following the date that Licensee commences construction (the “**Rent Commencement Date**”), at the address set forth above. In any partial year occurring after the Rent Commencement Date, the Rent

will be prorated. The initial Rent payment will be forwarded to Licensor within forty-five (45) days after the Rent Commencement Date.

B. Upon the commencement of each calendar year, the yearly Rent will increase by Two percent (2%) over the applicable Rent in effect during the previous calendar year.

C. Rent which is due and payable without a requirement that it be billed by Licensor. Any Rent discrepancy such as delinquent Rent or overpaid Rent shall be addressed prior to the beginning of any Extension Term by way of at least forty-five (45) day's written notice to Licensor or Licensee as the case may be. The provisions of this subsection shall survive the termination or expiration of this Agreement.

D. As this use of the Premises will enhance the county's emergency communications with the nuclear plants and is included as part of the coordinated response plan, the rent charged covers use of the space in the county's building and electric use.

6. TERMINATION

A. **Licensee** shall have its equipment removed from the Premises by the termination date of the license and shall leave said Premises in substantially the same condition as they existed as the date of this agreement, normal wear and tear excepted.

7. NOTICE OF SALE OF LICENSED PREMISES

In the event that the **Licensor** desires to offer the licensed Premises and appurtenances for sale as an individual asset, during the term of this license, or any renewal or extension thereto, Licensor shall give Licensee ninety (90) days' notice of such offer or proposed sale.

8. USE OF SITE

A. The Premises may be used for the transmission and reception of wireless communications and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements. ("**Permitted Uses**")

B. **Permitted Uses** Include **Licensee's** use of the Premises for installation, operation and maintenance of the equipment described in Exhibit "B" of this agreement. **Licensee and Licensor** shall notify each other in advance of any major activity on the Premises which may possibly have impact on the operations of the other. This clause shall, in no way, restrict the **Licensee** or its agents, contractors or sub-contractors from performing normal equipment maintenance of equipment required to ensure operation at proper engineering standards. Any change to the equipment of **Licensee** described in Exhibit "B" shall require the prior approval of **Licensor** and may require an increase in rent if the new equipment results in an increase to weight, size and/or wind load of **Licensee's** equipment. All equipment or property of the Licensee shall be considered personal property of the **Licensee**.

C. **Licensee** shall be solely responsible for obtaining and maintaining throughout the Term any and all licenses, permits or any other governmental approvals necessary for **Licensee** to operate the wireless communications contemplated under this Agreement.

9. **PROVISION OF UTILITY AND/OR GENERAL SERVICES**

Licensors shall, at all times throughout the Term and any Extension Term, provide access to available electrical service and telephone service within the Premises, provided that the Licensee shall be solely responsible for the cost of all electrical power consumed by Licensee's installation, based on either separate metering or a proportion of space on the tower, as invoiced by the County. Payments shall be made within 60 days following a correct invoice.

10. **CONDITON OF PREMISES**

A. **Licensee** shall maintain its equipment in good condition and repair.

B. During the term of this **License**, or any renewal extension thereto, where Licensor provides a building, tower or other appurtenances under this **License**, the **Licensor** shall maintain the same in good condition and repair.

11. **OPERATION OF EQUIPMENT**

A. **Licensee** will install, operate and maintain its equipment according to good engineering practices and in accordance with applicable laws and regulations.

12. **ACCESS**

A. **Licensor** recognizes **Licensee's** over-riding need for 24-hour access to ensure the continuity of Public Safety Communications. **Licensor** agrees that the **Licensee** and its **Authorized Personnel**, shall, at all times, have unrestricted access to the licensed Premises as described herein. In the event the **Licensor** has provided security at or to the Premises (i.e., locked gates or other security barrier), **Licensor** shall provide to the **Licensee** access keys or combinations, as appropriate, on such a timely basis that **Licensee's** unrestricted access to the Premises is constant.

B. **Licensor**, its agents and employees, shall have access to the Premises at all times. Nothing in this license shall be construed to imply authorization by the **Licensee** for anyone, other than its authorized personnel to change, move, alter, remove or otherwise tamper with any installed equipment, or associated utilities, unless specifically

authorized, in writing, in advance of such specific activity. In an **EMERGENCY**, authorization may be granted, via telephone, by the State Police Director of Communications or his designee.

13. INDEMNIFICATION

A. Licensee shall indemnify, save and hold harmless Licensor, its elected officials, officers, agents, servants and employees, from any and all liability claims, damages or losses of whatsoever nature, including costs, disbursements and reasonable attorneys' fees, arising out of: the use or occupancy of the Premises, and the construction, installation, repair, replacement, maintenance or operation of Licensee's communications equipment and related facilities or any part thereof, by Licensee, its officers, agents, servants, employees, contractors, subcontractors or representatives except to the extent caused by Licensor's negligence or willful misconduct.

B. Licensor shall indemnify, save and hold harmless Licensee, its officers, agents, servants and employees, from any and all liability claims, damages or losses of whatsoever nature, including costs, disbursements and reasonable attorneys' fees, arising out of Licensor's use or occupancy of the Premises by its **Authorized Personnel**, except to the extent caused by Licensee's negligence or willful misconduct.

14. INSURANCE

a. Notwithstanding the indemnity in Paragraph 13, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property or Licensor's Premises, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises, Licensor's Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. Licensee shall maintain at its own cost;

i. Commercial General Liability insurance with limits of \$3,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property and \$3,000,000 general aggregate.

- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) each accident for bodily injury and property damage
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

Licensee may self-insure and shall include the Licensor as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies and upon request, shall furnish proof of such insurance by providing Licensor with a Certificate of Insurance.

15. NON-INTERFERENCE

(a) Licensee warrants and represents that neither it, nor its employees, licensees, invitees, agents or independent contractors shall at any time use any portion of the Property or use, install, maintain or repair, any equipment or fixture in a manner which causes harmful interference with Licensor's communication equipment, operations or activities which is measurable in accordance with then existing industry standards. Licensee agrees that upon receipt of notice from Licensor of such harmful interference that is shown by Licensor to be attributable to Licensee's telecommunications antennae described in Exhibit 1, Licensee shall take all commercially reasonable steps necessary to correct and eliminate such harmful interference within seventy-two (72) hours of such notice. Where there are existing radio frequency user(s) on the Property, Licensor will provide Licensee, upon execution of this Agreement, with a list of all existing radio frequency user(s), their frequencies, and any applicable Federal Communications Commission ("FCC") licenses authorizing operations on the Property to allow Licensee to evaluate the potential for interference. Licensee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Licensor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws, regulations, and FCC licenses. If requested by Licensor, Licensee shall provide Licensor engineering documentation in accordance with generally accepted engineering standards documenting that the Licensee's equipment will not adversely interfere with existing equipment at the site.

- (i) In the event any such harmful interference that is attributed to Licensee does not cease within the aforementioned cure period and to the extent that such interference is within the reasonable control of the Licensee, Licensee shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(a) Licensors warrants and represents that neither it nor its employees, Licensees, licensees, invitees, agents or independent contractors shall at any time use any portion of the Property or use, install, maintain or repair, any equipment or fixture in a manner which causes any interference with Licensee's communication equipment, operations or activities which is measurable in accordance with then existing industry standards. Licensors agrees that upon receipt of notice from Licensee of such interference, Licensors shall take all commercially reasonable steps necessary to correct and eliminate such interference within seventy-two (72) hours of such notice. Licensee will provide Licensors, upon execution of this Agreement, with a list of all radio frequencies to be used on the Property to allow Licensors to evaluate the potential for interference. In the event any interference with Licensee's identified frequencies does not cease within the aforementioned cure period and to the extent that such interference is within the reasonable control of the Licensors, Licensors shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Licensors warrants and represents it fully complied with 47 C.F.R. § 1.1307 of the FCC's rules prior to constructing the Tower.

16. MODIFICATION

No amendment, modification or revision of this License shall be valid unless made in writing and signed by an officer or authorized agent of the **Licensors** and the **Licensee**.

17. AMENDMENTS

No amendments have been made to this agreement as of February ____, 2023.

18. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the parties hereto and their respective successors and permitted assigns (if any) and no others. Nothing herein is intended to grant any rights or benefits either legal or equitable, express or implied, to any person or entity except those parties who are signatories to this Agreement.

19. LIMITATION OF LIABILITY

Except for indemnification pursuant to Paragraph 13, neither Party shall be liable to the other, or any of their respective officers, elected officials, agents, representatives, employees for any special, incidental, punitive, indirect, or consequential damages

whatsoever (including, but not limited to lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption or loss of use of service), even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

20. MISCELLANEOUS

(a) This License Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this License Agreement must be in writing and executed by both parties.

(b) This License may not be assigned by either party without the written consent of the other. Any attempted assignment in breach of this provision shall be void and of no force or effect.

(c) This License shall be construed according to the laws of the State of New York. The venue for any lawsuit pertaining to any term, covenant or condition contained in this License shall be in Supreme Court, Oswego County, New York or the Northern District of New York if in federal court.

(d) This License may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this License shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed in counterparts the day and year first written above.

COUNTY OF OSWEGO

By _____

James Weatherup, Chair

Date _____

CONSTELLATION ENERGY GENERATION, LLC

By _____

Date _____

EXHIBIT 1

TECHNICAL DESCRIPTION OF LICENSEE'S EQUIPMENT:

Two (2) each directional antennas mounted at 20' and 63' elevation on Scriba Tower ASR 1277737 with associated coaxial cabling from each antenna. The coaxial antenna cabling is connected to two (2) each radio control stations with power supplies located in the existing county equipment shelter located at the tower site.

RESOLUTION NO.

March 9, 2023

**RESOLUTION AUTHORIZING BUDGET MODIFICATION FIRE
COORDINATOR'S OFFICE - AUTOMOTIVE EQUIPMENT**

By Legislator Marc Greco:

WHEREAS, Oswego County Fire Coordinators Office, sold fire equipment and apparatus through Auctions International. The total in sales through the auction was \$17,939.50.

NOW, upon recommendation of the Public Safety Committee, the proceeds from auction in the amount of \$17,939.50 be placed in the Automotive Equipment Budget Line. The proceeds will be used for the purchase of a used SUV for the County Fire K-9 vehicle and will be replacing an older outdated vehicle.

RESOLVED, that the County accepts the auction proceeds from the sale of fire equipment and apparatus and be placed in the Fire Advisory Automotive Equipment.

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

YES:

NO:

ABSENT:

ABSTAIN:



OFFICE OF THE OSWEGO COUNTY FIRE COORDINATOR

720 East Seneca Street, Oswego, New York 13126

Shane P. Laws
Fire Coordinator

Office: 315.349.8800
Fax: 315.349.8810

To: Phil Church, County Administrator
From: Shane P. Laws, Fire Coordinator
Date: 02/13/2023
RE: 2023 Automotive Equipment Budget Modification

Please find attached Budget Modification and resolution. Fire advisory recently sold fire equipment and apparatus through Auctions International, due to the sale this generated revenue that was not previously budgeted for the 2023 year.

This modification is to request and establish an automotive equipment line with the proceeds from the auction sales. Fire Advisory plans to use the proceeds to purchase a used SUV for the County Fire K-9 vehicle.

The auctioned items included 1980 GMC 7000-VIN#: T17DE9V578719, Expedition-VIN#: 1FMFU16599EA78134, 1991 Salusbury Engine-VIN#: 1D91P11EXM300841S, Crowne Vic-VIN#: 2FAHP71V39X129467, fire hose, foam carts, CO2 canisters, lawnmower and decommissioned electrical equipment. The total of the auctioned items was \$17,939.50.

SPL/gnd
Enclosure(s)
cc: file

COUNTY OF OSWEGO - BUDGET MODIFICATION REQUEST

[illegible]

COMMITTEE SIGNATURES

COUNTY TREASURER

Date _____

PERSONNEL DIRECTOR

Date _____

COUNTY ADMINISTRATOR

Date _____

102

02/13/2023

DEPARTMENT HEAD

Date _____



OSWEGO COUNTY PURCHASING
46 East Bridge Street, Oswego, NY 13126
Phone (315) 326-6051 Fax (315) 342-2468
Email: Purchasing@oswegocounty.com

TO: Public Safety Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: February 27, 2023
RE: BID Report

1. BID 23-EMO-001 – DJI Matrice 300 RTK and Accessories

Funding Source: EMO Drone Budget A3641-526000

Solicitation Process: BID 23-EMO-001 – DJI Matrice 300 RTK and Accessories was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on January 18, 2023. It was also sent directly to the following vendors:

- Adorama
- DroneNerds
- UVT
- Advexure
- MTI
- B&H Photo

Number of responses: Three (3)

Who, by title, evaluated the bid/proposal: Cathleen Palmitesso, Director of Emergency Management and John McGraw, UAS Coordinator of Emergency Management, have evaluated the bids received and recommends approval to Adorama.

BID 23-EMO-001 – DJI Matrice 300 RTK and Accessories

| Name of Company | Location | Grand Total | Required Documentation VRCS/NCC/VIS/RFC/SHC | | | | | |
|----------------------------|--|-------------|--|---|---|-----|---|--------------------------------|
| Adorama Inc. | 42 W 18 th St New York, NY 10011 | \$42,188.89 | X | X | X | N/A | X | |
| Cloud City Drones, LLC. | 2465 W Shore Rd. Warwick, RI 02889- 8843 | \$43,926.10 | X | X | X | N/A | X | |
| Focus Camera LLC. | 905 McDonald Ave Brooklyn, NY 11218 | \$52,507.28 | | | | N/A | | Required forms were not signed |

SHC=Sexual Harassment Certification; VRCS=Vendor Reply Cover Sheet; VIS=Vendor Information Sheet; NCC=Non-collusion Certification; RFC=Resolution for Corporations

Evaluation: Adorama is the lowest bidder. There is no objection to the bidder.

Recommended Action: The Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Committee is requested to affirm an award to the low bidder.



Oswego County EMS

200 North Second St., Fulton, NY 13069

(315) 591-9150 (office) (315) 591-9176 (fax)

Cathleen Palmitesso - Director of Emergency Management

Nate Degear, EMT - EMS Field Coordinator

Jordan Holliday, M.D. - Medical Director



Public Safety Committee Meeting- February 27th, 2023

EMS Coordinator Report

February 2023 Activities

1. EMS Education

- a. EMT Class in Fulton is being finalized with instructor.
- b. AEMT Class in Mexico is being finalized with instructor.
- c. EMT Core Hours Class for recertification is being finalized.
- d. Stop the Bleed class for Phoenix CSD is coming up, will assist in training the staff/faculty.
- e. Submitted coursework completion to NYS.
- f. Working with Workforce NY to partner with them to continue providing EMS education tuition support.
- g. Corrections and Probation held a Stop the Bleed class.
- h. Working through a certificate of need determination in the Town of Amboy.
- i. Submitted a name change for the County Course Sponsorship agreement with NYS.

2. Response

- a. Area hospitals continue to struggle with caseloads, however, are spending less time on DOH diversion than recent times.
- b. Psych/substance abuse cases are still high.
- c. Continued to monitor ambulance resources/coverage in the county.
- d. Checking operability of County AED's and changing/updating equipment as needed.
- e. Continue to work as the liaison with county EMS providers and keep an open line of communication.
- f. Working to complete the placement of the MCI equipment in the county.

3. Meetings

- a. Participated in a department of operations meeting with county providers.
- b. CSI
- c. Bureau of EMS Agency Leadership calls
- d. Bureau of EMS Course Sponsor calls
- e. Bureau of EMS Child Advisory Committee
- f. EMS Advisory Council meeting
- g. County EMS Continuous Quality Improvement
- h. Regional EMS Council
- i. Child Fatality Review Team
- j. County Wide EMS Leadership Meeting



Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Public Safety Committee Report

EMO – February 2023

Planning/Grants:

1. Continue to manage and administer various grants with our stakeholders.
2. Planning meetings with consultant for our update to the Comprehensive Emergency Management Plan (CEMP). Hosted two days with consultant to bring stakeholders in to work on the plan.
3. Continue the planning efforts to implement WebEOC in the county as our incident management system. Secured a vendor to bring training and expertise to the platform to enhance our usage and capabilities.
4. Planning meetings continue with the consultant for the Mass Fatality Plan Seminar and Exercise.
5. Submitted a request for proposal for a consultant to update the County Hazard Mitigation Plan.

Meetings/Webinars/Conferences:

1. Attend the monthly National Weather Service (NWS) update and winter weather outlook conference calls.
2. Participated in the NYSEMA Central District Mtg.
3. EMO Staff attended the county bldg. evacuation and emergency plan at the ERTC.
4. Participated in a NYS led Hazard Mitigation Plan Mtg to kick-off the update to the plan.
5. Participated in the Senator Mannion proclamation for support to Erie County/Buffalo during the winter storm in December 2022.
6. Attended the E911 open house at the center and provided public information support and drone support for the event.

Radiological Preparedness:

1. Met with Constellation/County Fire/Oswego Hospital to discuss radiological fire school training and begin planning the Medical Service Exercise to be conducted in 2023.
2. Participated in a Constellation INPO evaluated exercise.
3. Began a large initiative to change out radiological equipment throughout the county.
4. Reviewing our radiological plan in preparation for our two exercises this year. We will be revising procedures as a few processes have been changed since the last exercise.
5. Radiological Emergency Preparedness emergency worker training sessions are ongoing with our partners.

6. Participated in an initial planning meeting with NYS OEM, Constellation and FEMA for our two radiological exercises that will be conducted in 2023.
7. EMO participated in the biannual County Coordination Meeting with Constellation, NYSOEM, FEMA, NYS PSC, NYS DOH, Wayne and Monroe County Emergency Management Offices to discuss ongoing radiological planning and exercises activities.
8. Provided NYSDHSES with the required annual radiological budget and expenditure plan to continue receiving our funding.

Response:

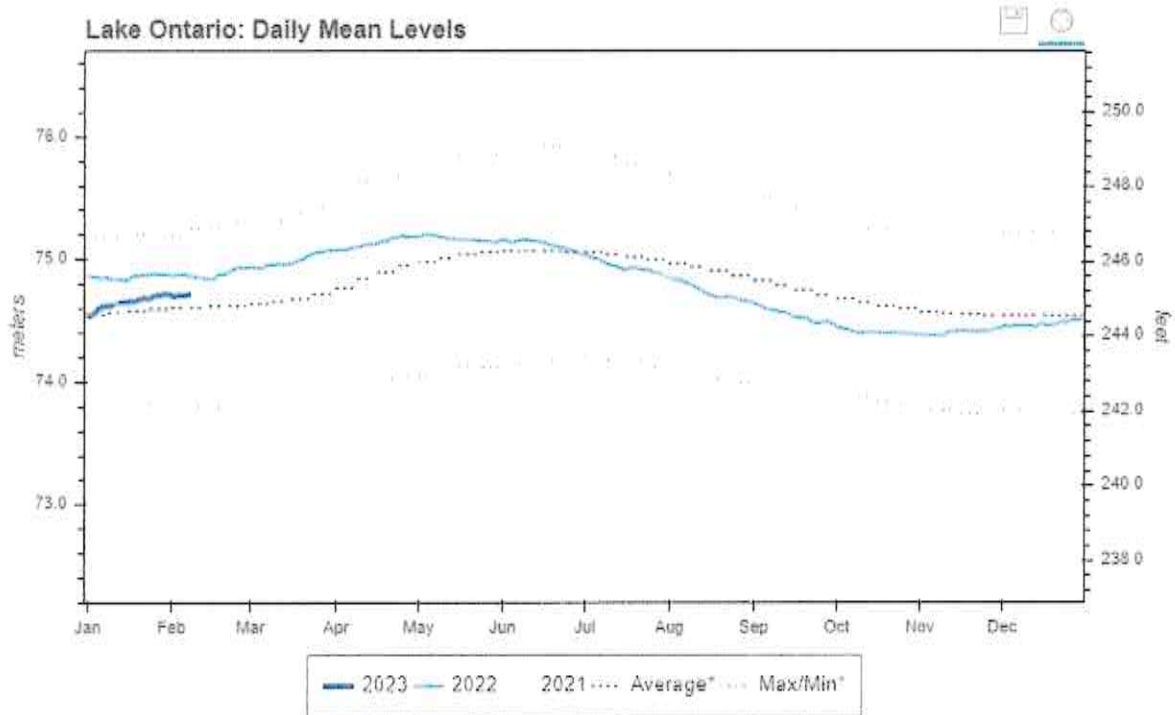
1. As supply permits, we continue to provide at home COVID tests to agencies, municipalities and departments as requested. We have seen a continued demand at the Adult Care Facilities, OFA, DSS and municipalities for their town offices.

UAS (Unmanned Aircraft Systems) Activities:

1. Total flights for January 2023 27 – All county flights.
2. Submitted a request for proposal to purchase a DJI Matrice Drone for the Sheriff's Department, we received 3 proposals and Adorama was selected and will be brought to next month's meeting for approval.
3. Participated in the E911 open house with drone demonstrations and live streaming capabilities.
4. Completed the monthly required FAA reporting requirements for flights.
5. Providing drone support for upcoming ice rescue training being conducted by Fulton Fire Dept.
6. Submitted grant applications to Wal-Mart and National Public Safety Day Drone Program and Hero Fund USA.
7. The USDOT SMART Grant expects to announce awards in the first half of 2023 (grant has potentially 2 million in funding available).
8. The FAA/NuAir Research Grant award has not been determined as of this date (grant potential of 1 million).
9. Quarterly UAS meeting has been scheduled for March 15, 2023.

Great Lake Level Conditions and Forecast

1. Current Water Level as of February 8 (IJC) 245.14 ft.
1. Average Water Level for February 8-14 (IJC) 244.78 ft.
2. Forecast Water Level Range for March 10 (IJC) 244.95-245.73 ft.



**OSWEGO COUNTY
PROBATION DEPARTMENT**

Public Safety Center
39 Churchill Road
Oswego, New York 13126
Phone: (315) 349-3477

DIRECTOR
David L. Hall

SUPERVISORS
Margaret A. Fitzgibbons
Shannon M. Perkins
Karen J. Smith
Chrystal L. Thompson

PUBLIC SAFETY COMMITTEE REPORT

PROBATION

February 27, 2023

Supervision

- As of 2/14/23, the department had 648 individuals under some level of supervision/monitoring (Criminal Court, Family Court and Juvenile Intake).

Investigations

- 61 investigations were assigned in January 2023 (Presentence, Pre-Plea, Predisposition and Pre-Transfer).

Electronic Monitoring

- As of 2/14/23, the department had 25 individuals under electronic monitoring. This number, which varies month to month, includes individuals under Pre-Trial Release, Probation Supervision and Predisposition (Family Court).

Pre-Trial Release

- As of 2/14/23, the department was monitoring 76 individuals on Pre-Trial Release.

Grant Programs

- The department is continuing to provide the Interactive Journaling curriculum to incarcerated individuals by utilizing the CBI grant we have been awarded by DCJS the past several years.
- The department has developed a women's specific caseload and is planning to provide support programs based on another grant awarded by DCJS.

Restitution/DWI Fees

- In January 2023, the department collected \$18,769.38 in restitution (\$1016.52 in surcharge).
- In January 2023, the department collected \$3,967.00 in DWI supervision fees.

Special Services

- The department currently has 9 officers who are qualified to carry a firearm full time. Special Services Officers execute Violation of Probation warrants and conduct unannounced home visits with probationers.
- As of 2/14/23, the department had 51 active VOP warrants.

Staffing

- The department presently has a Director, 4 Supervisors, 7 Senior Probation Officers, 16 Probation Officers, 3 Probation Assistants, an Administrative Secretary, a Principal Account Clerk, an Account Clerk, 2 Typists and 2 Sr. Typists.
- The department has 2 Probation Officers that need to complete Fundamentals of Probation Practice training and the Basic Course for Peace Officer training. There are 3 Probation Officers in need of Special Services training. One is currently attending the Academy operated by the Sheriff's Department.

Alternatives to Incarceration (ATI)

- The department receives State funding for the Enhanced Pre-Trial Release program. As such, DCJS requires that a local planning group meet on a regular basis to review the ATI plan and delivery of ATI services. This board met is scheduled to meet next on Wednesday, 3/15/23.

Supervision and Treatment Services for Juveniles Program (STSJP)

- Probation is the county's lead agency for STSJP. The 2022-2023 plan was approved and provides state funding for probation supervision/intake services and a school program operated by the Youth Bureau.

Victim Impact Panel (VIP)

- The department works in conjunction with STOP DWI to provide the Victim Impact Panel. The next 2 panels are scheduled for Wednesday, 2/15/23 and Wednesday, 4/19/23.



OSWEGO COUNTY FIRE COORDINATORS OFFICE

720 East Seneca Street, Oswego, NY 13126

Shane P. Laws
Fire Coordinator

Office: 315.349.8800
Fax: 315-349-8810

Fire Coordinators Report February 2023

Coordinator Activity: (1/1/23-1/31/23)

Coordinator Activations: 20
Structure Fires: 8
Haz Mat Team: 1
Fire Investigation Team: 5
Dive Team: 0
Rope Rescue Team: 0
No Response Required: 7
Other: 4

FIRE TRAINING:

- Hazmat Module 1 2/17, 18, 19 – ERTC
- Hazmat Module 2 3/10, 11 -- ERTC
- Hazmat Module 3 3/12 -- ERTC
- Hazmat Module 4 Tentative 5/5, 6, 7 – ERTC
- Hazmat Module 5 Tentative 6/3, 4 – ERTC
- Alarm Systems for the Fire Service – 3/13 & 3/15/23 – ERTC
- Firefighter 2 – 6/5, 7, 12, 14, 19, 21, 26, 28, 7/5, 10, 12, 17 -- ERTC

ERTC Staffing:

- 2 -4 Instructor position open. Working to fill vacancies

Other:

- Resolution authorizing transfer of money from recent auction sales in the amount of \$17,939.50 be placed in the Automotive Equipment Budget Line to purchase a used SUV for the K9 Team.
- Working with Fire Advisory/County Fire Chiefs/County Firefighters Assoc regarding Gov. Hochul property tax exemption to volunteer firefighters and ambulance workers

Oswego County Pioneer Search and Rescue Team, Inc
2022 Year End

Call Summary (YTD) Total 69 calls (30 in all of 2021)

43 Notifications

26 Activations

Age: Youngest 3, Oldest 93

Number of Subjects:

| | <u>2021</u> | <u>2022</u> |
|------------------------|-------------|-------------|
| Dementia: | 9 | 31 |
| Elderly (Medical) | 0 | 0 |
| Autistic: | 2 | 9 |
| Despondent: | 1 | 3 |
| Mentally Challenged: | 2 | 6 |
| Children Lost/missing: | 13 | 15 |
| Alcohol/Drugs: | 1 | 0 |
| Hiker: | 4 | 2 |
| Good Intent: | 1 | 2 |
| Lost: | 2 | 0 |
| Fisherman/boater | 0 | 1 |
| Hunter: | 1 | 1 |
| Abduction/Criminal | 0 | 0 |
| Snowmobilers | 0 | 1 |

Project Lifesaver Incidents YTD: 6 (4 in all of 2021)

Mutual Aid Incidents YTD:

- 1 Onondaga County at the request of New York State Police
- 1 Cayuga County at the request of Fulton Police and Cayuga County Sheriff's Office.
- 1 Franklin County at the Request of New York State Forest Rangers
- 1 Cayuga County at the Request of New York State Forest rangers

Team Highlights:

The team has several projects underway for 2023. Proposals have been submitted to a few foundations for funds to promote Project Lifesaver for children and adults in our county with cognitive disabilities. We will be hosting a conference for the New York State Federation of Search and Rescue Teams, Inc. in early October. Our team is supporting other public safety agencies on-site and remote incident mapping. All members now have new protective helmets paid for by recent donations and fundraising efforts.

Respectfully Submitted:

Aaron Albrecht- Team Coordinator (7801)