

Infrastructure, Facilities and Technology Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, May 2, 2023 at 3:00pm

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

COMMITTEE MEMBERS:

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

CALL TO ORDER:

Pledge of Allegiance

APPROVAL OF MINUTES:

Approval of minutes for the Infrastructure, Facilities and Technology Committee's regular meeting on April 4, 2023 and special meeting on April 13, 2023

RESOLUTIONS:

- IT-1** Resolution Authorizing The Reclassification of Two Positions and Create a New Position Buildings and Grounds Department
- IT-2** Resolution Awarding Professional Services Contract SPEDES SWPP MSGP Permit Update

COMMITTEE REVIEW & DECISIONS:

- BID 23-HW-005 ZERO SWING EXCAVATOR
- BID 23-HW-006 TRACK SKID LOADER
- BID 23-HW-007 TRAFFIC SIGN FACE MATERIAL
- BID 23-ERF-003 On-Site Physicals
- Renewal of Oswego County Quarter Midget Club Agreement (Airport)

REPORTING DEPARTMENTS:

- Highway Department Updates
- Solid Waste Department Updates
- Airport Department Updates
- Buildings and Grounds Department Updates

- Central Services Department Updates

ADJOURNMENT:

Infrastructure, Facilities & Technology Committee

DRAFT



MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, April 4, 2023 at 3:00pm

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

COMMITTEE MEMBERS:

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

STAFF AND GUESTS:

Greg Powlin	Shawn Walker	Rick Doten	Carl Schmidt
Holly Carpenter	Dave Turner	Mike Lutestanski II	

CALL TO ORDER:

A Regular Meeting of the Infrastructure Committee was called to order at 3:00 p.m. by Committee Chair Stephen Walpole with the Deputy Clerk Present. The meeting commenced with the Pledge of Allegiance.

APPROVAL OF MINUTES:

Motion to approve the meeting minutes: Legislator Twiss

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

The minutes for the Infrastructure, Facilities & Technology Committee's regular meeting on February 28, 2023 were approved.

RESOLUTIONS:

IT-1 Resolution Appointing Director of Solid Waste Programs

Motion to approve: Legislator Lockwood

Second: Legislator Martino

Vote: Unanimous, motion carried

IT-2 Resolution Authorizing Creation of Capital Project No. C0123 – Asbestos Remediation

Motion to approve: Legislator Martino

Second: Legislator Holst

Vote: Unanimous, motion carried

- IT-3** Resolution Authorizing Budget Modification Central Services Establish Capital Project for Update of Servers, WIFI, Network, Battery Backup Devices, & Funding of Various Cybersecurity Related Initiatives

Motion to approve: Legislator M. Yerdon

Second: Legislator Martino

Vote: Unanimous, motion carried

- IT-4** Resolution Authorizing Budget Modification Highway Department to Transfer Funds from Insurance Recovery Fund into Highway Expense

Motion to approve: Legislator Lockwood

Second: Legislator Holst

Vote: Unanimous, motion carried

- IT-5** Resolution Increasing Capital Project No. E0123 Authorizing Purchase of Highway Equipment

Motion to approve: Legislator Martino

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

- IT-6** Resolution Authorizing the Chairman of the Oswego County Legislature to Sign Letter of Authorization, License and Agreement for C&S Engineers to Perform Three Environmental Site Assessments on Property Owned by the County of Oswego

Motion to approve: Legislator Holst

Second: Legislator Martino

Vote: Unanimous, motion carried

COMMITTEE REVIEW & DECISIONS:

BID23-ERF-001 Dry Spray Scrubber – Leg. Holst motions to accept the bid. Second by Leg. Lockwood. Bid approved unanimously.

BID 23-ERF-002 Refractory Materials and Labor – Leg. Martino motions to accept the bid. Second by Leg. M. Yerdon. Bid approved unanimously.

BID 23-BG-001 Building & Grounds Roof Project – Leg. M. Yerdon motions to accept the bid. Second by Leg. Twiss. Bid approved unanimously.

BID 23-SW-001 Closed Top Ejector Trailers – Leg. Holst motions to accept the bid. Second by Leg. Martino. Bid approved unanimously.

BID23-SW-002 Outbound Scale – Leg. Martino motions to accept the bid. Second by Leg. Lockwood. Bid approved unanimously.

EVOC Rental Fee Agreement (Airport) – Leg. M. Yerdon motions to accept the bid. Second by Leg. Holst. Bid approved unanimously.

ARPA Review – Village of Pulaski – Leg. Twiss motions to approve \$150,000 in ARPA funding for Arches project. Second by Leg. M. Yerdon. Motion approved 7-1 with Leg. Schadt opposing.

DEPARTMENT REPORTS:

Highway Supervisor Shawn Walker provided verbal department update
Solid Waste Director Carl Schmidt provided a verbal department update Buildings and Grounds
Acting Director Rick Doten provided a verbal update
Walker provided brief airport update

EXECUTIVE SESSION:

Leg. Twiss motions to enter executive session at 3:45 p.m. to discuss the proposed acquisition, sale or lease of real property. Leg. Holst seconds. Motion approved unanimously.

Leg. Martino motions to exit executive session at 4:02 p.m. Leg. Twiss seconds. Motion approved unanimously.

ADJOURNMENT:

Motion to adjourn at 4:03 p.m.: Legislator Martino

Second: Legislator House

Vote: Unanimous, motion carried

DRAFT

Matthew Reitz
Deputy Clerk of the Legislature

RESOLUTION NO.

May 11, 2023

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF TWO POSITIONS
AND CREATE A NEW POSITION 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 162095202 and 162095207 (Building Maintenance Mechanics) are hereby reclassified as Sr. Building Maintenance Mechanics and create a new Sr. Maintenance Mechanic position.

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.

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

YES:

NO:

ABSENT:

ABSTAIN:



Richard Doten
Superintendent

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 reclassify two Building Maintenance Mechanics to Sr. Building Maintenance Mechanics and create a new Sr. Maintenance Mechanic position.

PURPOSE: Currently the Buildings and Grounds department has several large projects ongoing and upcoming which require a higher skill set needed to be completed. By reclassifying the two Building Maintenance Mechanic positions to Senior Building Maintenance Mechanics, this will allow the department to complete the projects on a timely matter. By creating a new Sr. Maintenance Mechanic position, the department will be able to hire a new employee with a high skill set to assist on the current and upcoming projects.

SUMMARY: I would like to reclassify the following positions from Building Maintenance Mechanic to Sr. Building Maintenance Mechanics:

Position number 162095202
Position number 162095207

I would also like to create a new Senior Maintenance Mechanic position.

ACTION: To reclass the two above positions and create a new position.
The monies needed for the reclassifications and new position would be funded through the General Fund.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Buildings and Grounds

DIVISION/UNIT (NUMBER): A1620

A. NEW POSITION REQUEST

1. Position Title Requested: Senior Building Maintenance Mechanic

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: 19.23 Grade: 7

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):

The Buildings and Grounds department have several upcoming projects that require a higher skill set then entry level position of Maintenance Mechanic. An additional employee is needed to ensure that projects are completed in a timely matter .

6. Complete New Position Duties Statement (p. 3 & 4).

B. RECLASSIFICATION REQUEST

1. Present Title: 2. Position #:

3. Present Salary/Hourly Rate: Grade:

4. Requested Title:

5. Requested Salary:

a. Bargaining Unit: Hourly Rate: Grade:

b. Management or OCPA – Salary Requested: Grade:

6. Percent of Federal and/or State Reimbursement: Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

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:		

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. DEPARTMENTS/SCHOOL
DISTRICT/TOWN OR VILLAGE**
Buildings and Grounds

DIVISION, UNIT, OR WORK SECTION

A1620

LOCATION OF POSITION

Buildings and Grounds Shop

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: *Sr. Building Maintenance Mechanic*

**PERCENT OF
WORK TIME**

20% *Participates in and supervises the performance of plumbing, electrical, masonry, carpentry and mechanical repairs.*

15% *Participates in and supervises planting, pruning or shrubs and trees, cutting lawns and hedges, grading and seeding lawns, propagating trees and shrubs, removal of snow and ice.*

15% *Participates in and supervises painting work, including selection of colors, and ordering supplies.*

5% *Repairs low pressure hot water heating systems.*

10% *Estimates amount and cost of materials for assigned remodeling and maintenance activities.*

15% *Operates a variety of hand and power tools used in building maintenance and repair.*

10% *Operates trucks, cars, air compressors, and other motorized equipment.*

10 *Maintains a variety of records.*

(Attach additional sheets if more space is needed)

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Richard Doten	Superintendent	Administrative

Matthew Kitts	Bldg. Maintenance Mech. Technician Supervisor	Direct
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4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
Christopher Lawrence	Maintenance Mechanic	Direct
Dominique Crisafulli	Maintenance Mechanic	Direct

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
Brian Johnson	Sr. Maintenance Mechanic	Shop
Adam Foley	Sr. Maintenance Mechanic	Shop

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type):

Essential knowledge, skills and abilities: *Enhance knowledge of building construction, electrical repair and HVAC system.*

Type of license or certificate required: Drivers License

7. The above statements are accurate and complete.

Date:

Title: Superintendent

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Buildings and Grounds

DIVISION/UNIT (NUMBER): A1620

A. NEW POSITION REQUEST

1. Position Title Requested:

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

1. Present Title: Maintenance Mechanic 2. Position #: 162095202

3. Present Salary/Hourly Rate: 18.01 Grade: 5

4. Requested Title: Sr. Building Maintenance Mechanic

5. Requested Salary: _____

a. Bargaining Unit: CSEA Hourly Rate: 20.17 Grade: 7

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *As the projects increase the need for more experience maintenance staff is needed to cover the work load*

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:	

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. DEPARTMENTS/SCHOOL
DISTRICT/TOWN OR VILLAGE**
Buildings and Grounds

DIVISION, UNIT, OR WORK SECTION
A1620

LOCATION OF POSITION
Shop

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: *Sr. Building Maintenance Mechanic*

**PERCENT OF
WORK TIME**

20% *Participates in and supervises the performance of plumbing, electrical, masonry, carpentry and mechanical repairs.*

15% *Participates in and supervises planting, pruning or shrubs and trees, cutting lawns and hedges, grading and seeding lawns, propagating trees and shrubs, removal of snow and ice.*

15% *Participates in and supervises painting work, including selection of colors, and ordering supplies.*

5% *Repairs low pressure hot water heating systems.*

10% *Estimates amount and cost of materials for assigned remodeling and maintenance activities.*

15% *Operates a variety of hand and power tools used in building maintenance and repair.*

10% *Operates trucks, cars, air compressors, and other motorized equipment.*

10 *Maintains a variety of records.*

(Attach additional sheets if more space is needed)

3. Names and titles of person supervising (general, direct, administrative, etc.).		
NAME	TITLE	TYPE OF SUPERVISION
Richard Doten	Superintendent	Administrative
Matthew Kitts	Bldg. Maintenance Mech. Tech Supervisor	Direct
4. Names and titles of persons supervised by employee in this position.		
NAME	TITLE	TYPE OF SUPERVISION
Dominique Crisafulli	Building Maintenance Mechanic	Direct
Christopher Lawrence	Building Maintenance Mechanic	Direct
5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.		
NAME	TITLE	LOCATION OF POSITION
Brian Johnson	Sr. Building Maintenance Mechanic	Shop
Paul Edick	Sr. Building Maintenance Mechanic	Pulaski Court House
6. What minimum qualifications do you think should be required for this position?		
Education: <input checked="" type="checkbox"/> High School _____ years <input type="checkbox"/> College _____ years, with specialization in _____ <input type="checkbox"/> Other _____ years, with specialization in _____		
Experience (list amount and type):		
Essential knowledge, skills and abilities: <i>Enhance knowledge of motor & pump repair with knowledge in electrical schematics.</i>		
Type of license or certificate required: Drivers License		
7. The above statements are accurate and complete.		
Date:	Title: Superintendent	Signature:
CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER		
8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:		
POSITION CLASS TITLE:		
JURISDICTIONAL CLASS:		
Date:	Signature:	

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Buildings and Grounds

DIVISION/UNIT (NUMBER): A1620

A. NEW POSITION REQUEST

1. Position Title Requested:

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

1. Present Title: Maintenance Mechanic 2. Position #: 162095207

3. Present Salary/Hourly Rate: 18.50 Grade: 5

4. Requested Title: Sr. Building Maintenance Mechanic

5. Requested Salary: _____

a. Bargaining Unit: CSEA Hourly Rate: 20.72 Grade: 7

b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *As the projects increase the need for more experience maintenance staff is needed to cover the work load*

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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**OSWEGO COUNTY HUMAN RESOURCES
DEPARTMENT**

NEW POSITION DUTIES STATEMENT

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**1. DEPARTMENTS/SCHOOL
DISTRICT/TOWN OR VILLAGE**
Buildings and Grounds

DIVISION, UNIT, OR WORK SECTION

A1620

LOCATION OF POSITION

Shop

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: *Sr. Building Maintenance Mechanic*

**PERCENT OF
WORK TIME**

20% *Participates in and supervises the performance of plumbing, electrical, masonry, carpentry and mechanical repairs.*

15% *Participates in and supervises planting, pruning or shrubs and trees, cutting lawns and hedges, grading and seeding lawns, propagating trees and shrubs, removal of snow and ice.*

15% *Participates in and supervises painting work, including selection of colors, and ordering supplies.*

5% *Repairs low pressure hot water heating systems.*

10% *Estimates amount and cost of materials for assigned remodeling and maintenance activities.*

15% *Operates a variety of hand and power tools used in building maintenance and repair.*

10% *Operates trucks, cars, air compressors, and other motorized equipment.*

10 *Maintains a variety of records.*

(Attach additional sheets if more space is needed)

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Richard Doten	Superintendent	Administrative
Matthew Kitts	Bldg. Maintenance Mech. Tech Supervisor	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
Dominique Crisafulli	Building Maintenance Mechanic	Direct
Christopher Lawrence	Building Maintenance Mechanic	Direct

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
Adam Foley	Sr. Building Maintenance Mechanic	Shop
Roger Cowles	Sr. Building Maintenance Mechanic	Public Safety Center

6. What minimum qualifications do you think should be required for this position?

Education: ☒ High School _____ years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type):

Essential knowledge, skills and abilities: *Enhance knowledge of motor& pump repair with knowledge in electrical schematics.*

Type of license or certificate required: Drivers License

7. The above statements are accurate and complete.

Date:

Title: Superintendent

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

COUNTY OF OSWEGO

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A1620	511000					Upgrading 2 Maintenance Mechanic to Sr. Maint. Mechanic and	\$ 30,220.80
A1620	590308					create a new Sr. Maint. Mechanic.	2,614.11
						These upgrades and new position will be	
						funded through a transfer of funds from General Appropriated	
						Fund Balance.	
A	595000						
			A	159900			(32,834.91)
TOTAL AMOUNT							-

COMMITTEE SIGNATURES **DATE**

COUNTY TREASURER	DATE
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PERSONNEL DIRECTOR	DATE
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COUNTY ADMINISTRATOR	DATE
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DEPARTMENT HEAD	DATE
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RESOLUTION NO.

May 11, 2023

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT
SPEDES SWPPP MSGP PERMIT UPDATE**

By Legislator Stephen Walpole:

WHEREAS, the SPEDES SWPPP MSGP plans and permit for Bristol Hill, Oswego, Pulaski, Hannibal transfer stations and ERF expired in February due to an update by the New York State Department of Environmental Conservation; and

WHEREAS, an up-to-date permit is a regulatory requirement that necessitates a plan update; and

WHEREAS, the Oswego County Department of Solid Waste wishes to contract with, Barton + Loguidice, D.P.C, which possesses the requisite skills and experience to update and prepare the plans; and

NOW, THEREFORE, BE IT

RESOLVED, upon the recommendation of the Infrastructure, Facilities and Technology Committee, the County of Oswego hereby awards a professional service contract for preparation and updating of the plans to Barton + Loguidice D.P.C. for a sum not to exceed \$15,700.

RESOLVED, that the costs thereof shall be allocated and paid from the Department of Solid Waste Fees and Services account.

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

YES:

NO:

ABSENT:

ABSTAIN:



Oswego County Department of Solid Waste

Carl L. Schmidt, Director of Solid Waste Programs

TO: Legislator Stephen Walpole, Chairman
Infrastructure, Facilities and Technology Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: MSGP Stormwater Pollution Prevention Plan (SWPPP) Updates

DATE: April 25, 2023

The State Pollutant Discharge Elimination System (SPDES) Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (MSGP) (GP-0-17-004) that your facility currently has coverage under expired on February 28, 2023. The New York State Department of Environmental Conservation (the Department) has issued a new version of the MSGP (GP-0-23-001), which became effective on March 8, 2023, and will expire on February 28, 2028. This new permit replaces the previous MSGP (GP-0-17-004) and will authorize both new and existing discharges of stormwater to surface waters of the State from industrial activities as defined in 40 CFR Part 122.26(b)(14)(i-ix and xi).

This affects all sites. Bristol Hill landfill and transfer station, The ERF, and the Pulaski transfer station currently have a SWPPP, Oswego and Hannibal currently are certified as "no exposure". Upon reviewing the paperwork and the sites, we are going to re inspect for "no exposure" criteria. This inspection will determine if the certification needs to be changed at Oswego, Hannibal and if they will require a SWPPP. The attached proposal takes into account the updating, re inspections and appropriate documentation to get all the sites updated.



April 24, 2023

Michael Lutestanski II
Director of Solid Waste Programs
Oswego County
3125 State Route 3
Fulton, New York 13069

Submitted via Email: michael.lutestanski@oswegocounty.com

Re: Proposal for Engineering Services – MSGP Stormwater Pollution Prevention Plan Updates

File: P701.2139

Dear Mr. Lutestanski:

Barton & Loguidice, D.P.C. (B&L) is pleased to present this proposal for engineering services to assist with updates to the Industrial Stormwater Pollution Prevention Plan (SWPPP) for the Oswego County Bristol Hill Landfill and Transfer Station as outlined below. Each regulated facility's SWPPP is required to be updated to conform to the new SPDES MSGP (GP-0-23-001) that became effective on March 8, 2023. All entities which currently have coverage under the MSGP for stormwater discharges are required to do the following:

1. File a Notice of Intent (NOI) to obtain coverage under the 2023 MSGP within ninety (90) calendar days from the date this permit becomes effective. That date works out to June 6, 2023.
2. Update the facility's Stormwater Pollution Prevention Plan (SWPPP) to comply with MSGP 0-23-001.
3. Facilities with effective coverage on February 28, 2023, under the 2017 MSGP (GP-0-17-004), are eligible for continued coverage under this permit (GP-0-23-001) on an interim basis for up to one-hundred twenty (120) calendar days from the effective date of the permit. That date works out to July 6, 2023.

The Owner or Operator must perform the following in order to maintain coverage under the new MSGP:

- a. Update and implement the facility's SWPPP to comply with the requirements of the new permit by June 6, 2023 and,
- b. Submit a complete Department approved electronic Notice of Intent (NOI) by June 6, 2023 -- but not before updating the SWPPP. The NOI must be e-filed with DEC.

Phase 1 – Bristol Hill Landfill/Transfer Station, Pulaski Transfer Station, and Energy Recovery Facility

The Bristol Hill Landfill/Transfer Station, Pulaski Transfer Station, and Energy Recovery Facility have existing SWPPPs which were prepared in compliance with the current MSGP and will require updates as described above. Site visits will not be conducted for these facilities, as they were completed during the prior SWPPP development process and the sites and operations are assumed to not have changed substantially since that time.

Task 1.1 – Draft SWPPP

A Draft SWPPP will be updated for each site that includes:

- General and sector specific updates in accordance with the reissued MSGP 0-23-001;
- “Pollution Prevention Team” listing individuals responsible for implementation;
- Description of facility activities and general location map;
- General location and site plan mapping;
- Identification of receiving waters;
- Summary of potential pollutant sources;
- Description of stormwater controls utilized at the facility;
- Evaluation of a preventative maintenance program;
- Inventory of spill prevention and response procedures, including material handling, storage, secondary containment, and equipment requirements to minimize spills and leaks;
- Employee training programs;
- Good housekeeping procedures;
- Inspection, Non-Stormwater Evaluation, sampling and reporting requirements;
- Schedules and Procedures;
- Signatory Requirements;
- **New Permit Requirements including:**
 - Compliance with the Climate Leadership and Community Protection Act (CLCPA);
 - Electronic Reporting Requirements;
 - Changes to monitoring and discharge reporting requirements;
 - Sector Specific requirements;
 - Updated pollutants of concern and impaired waterbody monitoring requirements.

B&L will prepare a Draft SWPPP, including all appendices and the NOI, and send a Draft Plan electronically for review and comment. The SWPPP will meet the general requirements of the reissued MSGP 0-23-001, along with the Sector specific requirements applicable to the facilities.

Task 1.2 – Final SWPPP

B&L will incorporate the comments provided into the Final SWPPP and NOI. One round of comments will be included in the Final revised plan. The SWPPP and all attachments will be provided electronically. B&L will also complete the eNOI submittal based on the Final SWPPP.

Assumptions

- The scope of services does not include compliance tasks associated with implementation of the SWPPPs (inspections, sampling, DMRs, etc.).
- No hard copies of the draft or final SWPPPs will be provided.
- Additional engineering assistance required to provide corrective action assistance to potential compliance issues that may be identified will be proposed under a separate agreement.
- The County will coordinate the signature of the Owner Certification Form by an authorized party prior to eNOI submittal.
- The scope of services does not include the Owner or Operator's permitting fees.
- Assumes 2 hours of staff time per site to update site plans.
- SWPPP development does not include a site visit to evaluate existing site conditions.
- SWPPP updates will be based on programmatic regulatory changes associated with the new MSGP, and site specific information provided by the County.

Phase 2 – Hannibal and Oswego Transfer Stations

The Hannibal and Oswego Transfer Station facilities had previously been certified as “no exposure” facilities for the purposes of the MSGP and therefore do not have pre-existing SWPPPs. Per our conversations with the County, it has been determined that the sites should be re-inspected for “no exposure” criteria. For the purposes of this proposal, it has been assumed that the site inspections will result in a determination that these facilities will require a SWPPP and the cost to do so is included herein. If it is determined that the a “no exposure” certification is appropriate, the work will be concluded after Phase 2.1 and the County will not be invoiced for the remaining tasks under this phase.

Task 2.1 – Site Visits

Qualified personnel from B&L will join County personnel for a visit to each of the two sites, to be conducted in one day. The site will be inspected for stormwater exposure to industrial activity and to document the information for development of the items included below, if required.

Task 2.2 – Draft SWPPP

A Draft SWPPP will be developed for the site that includes:

- General and sector specific requirements in accordance with the reissued MSGP 0-23-001;
- “Pollution Prevention Team” listing individuals responsible for implementation;
- Description of facility activities and general location map;
- General location and site plan mapping;
- Identification of receiving waters;
- Summary of potential pollutant sources;
- Description of stormwater controls utilized at the facility;
- Evaluation of a preventative maintenance program;
- Inventory of spill prevention and response procedures, including material handling, storage, secondary containment, and equipment requirements to minimize spills and leaks;
- Employee training programs;
- Good housekeeping procedures;



- Inspection, Non-Stormwater Evaluation, sampling and reporting requirements;
- Schedules and Procedures;
- Signatory Requirements;
- **New Permit Requirements including:**
 - Compliance with the Climate Leadership and Community Protection Act (CLCPA);
 - Electronic Reporting Requirements;
 - Changes to monitoring and discharge reporting requirements;
 - Sector Specific requirements;
 - Updated pollutants of concern and impaired waterbody monitoring requirements.

B&L will prepare a Draft SWPPP, including all appendices and the NOI, and send a Draft Plan electronically for review and comment. The SWPPP will meet the general requirements of the reissued MSGP 0-23-001, along with the Sector specific requirements applicable to the facilities.

Task 2.2 – Final SWPPP

B&L will incorporate the comments provided into the Final SWPPP and NOI. One round of comments will be included in the Final revised plan. The SWPPP and all attachments will be provided electronically. B&L will also complete the eNOI submittal based on the Final SWPPP.

Assumptions

- The scope of services does not include compliance tasks associated with implementation of the SWPPPs (inspections, sampling, DMRs, etc.).
- No hard copies of the draft or final SWPPPs will be provided.
- Additional engineering assistance required to provide corrective action assistance to potential compliance issues that may be identified will be proposed under a separate agreement.
- The County will coordinate the signature of the Owner Certification Form by an authorized party prior to eNOI submittal.
- The scope of services does not include the Owner or Operator's permitting fees.
- Assumes 8 hours of staff time per site to develop site plans.

Fee and Schedule

B&L proposes to provide the general engineering services outlined above on a lump-sum basis as outlined below. The draft Plans can be prepared within three weeks of receipt of authorization to proceed or from completion of the site visit. B&L can finalize the plan within one week of review and receipt of comments from the County. Invoices will be sent on a monthly basis.

<u>Phase 1</u>	
Bristol Hill Landfill/Transfer	\$3,400
Pulaski Transfer Station	\$1,900
<u>Energy Recovery Facility</u>	<u>\$1,900</u>
Total	\$7,200



<u>Phase 2</u>	
Hannibal Transfer Station Site Visit	\$ 750
Hannibal Transfer Station SWPPP	\$3,500
Oswego Transfer Station Site Visit	\$ 750
<u>Oswego Transfer Station SWPPP</u>	<u>\$3,500</u>
Total	\$8,500

Please feel free to contact me if you wish to discuss the Scope of Services presented above or to clarify our approach. If this proposal meets with your approval, please sign the authorization below and return a copy to our office for our records.

We appreciate the opportunity to be of continued service to you. Please contact Bethann Parmelee or myself if you have any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in cursive script, appearing to read "Jillian M. Blake", is written over a horizontal line.

Jillian M. Blake, P.E.
Associate

BKP/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Oswego County ("Owner") to proceed with the services described herein in accordance with the attached terms and conditions.

Authorized Signature

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



OSWEGO COUNTY PURCHASING

46 East Bridge Street, Oswego, NY 13126
Phone (315) 326-6050 Fax (315) 349-8237
Email: Purchasing@oswegocounty.com

TO: Infrastructure, Facilities and Technology Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: April 17, 2023
RE: BID Report

BID 23-HW-005 ZERO SWING EXCAVATOR

Funding Source: Operating Budget.

Solicitation Process: **BID 23-HW-005 ZERO SWING EXCAVATOR** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on March 28, 2023. It was also sent directly to the following vendors:

J&J Equipment	Admar Supply	Tracey Road Equipment
Baschmann Services	Five Star Equipment	Cazenovia Equipment
American Equipment	Monroe Tractor	Joe Johnson Equipment
Stephenson Equipment	Mid Country Machinery	

Number of responses: Five (5)

Who, by title, evaluated the bid/proposal: Shawn Walker with Oswego County Highway Department has evaluated the bid responses received and recommends approval to Mid Country Machinery.

Name of Company	Location	Proposed Price	Required Documentation VRCS/NCC/VIS/RFC/SHC/				
Admar Supply	1950 Brighton-Henrietta TL Rd Rochester, NY 14623	\$83,496.00*	X	X	X	X	X
Mid Country Machinery Inc.	9206 Brewerton Rd Brewerton, NY 13029	\$85,148.76	X	X	X	X	X
Tracey Road Equipment	6803 Manlius Center Rd East Syracuse, NY 13057	\$87,285.00	X	X	X	X	X
Upstate Equipment	6883 Schuyler Rd East Syracuse, NY 13057	\$82,123.00*	X	X	X	X	X
Kleiss Equipment	1837 NY-49 Constantia, NY 13044	\$75,226.23*	X	X	X	X	X

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

***Did not meet bid specifications (see attached sheet)**

Evaluation: Mid Country Machinery, Inc. was the lowest responsible 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 responsible bidder.



OSWEGO COUNTY PURCHASING DEPARTMENT

BID COMPUTATION SHEET

OPENED: APRIL 11, 2023 2:00 PM

BID 23-HW-005 ZERO SWING EXCAVATOR

ITEM	Mid Country Machinery	Admar Supply	Tracey Road	Upstate Equipment	Kleiss Equipment
ZERO SWING EXCAVATOR	\$85,148.76	\$83,496.00	\$87,285.00	\$82,123.00	\$75,226.23
Model	Yanmar VI055-6A	Kubota U55-5R3A	Hitachi ZX60USB-5N	Bobcat E50 R2-Series	DX50-Z-7-US20
EXPECTED DELIVERY DATE	1 week of PO	4-6 weeks	Aug. 15, 2023	Jul-23	no date

BID 23-HW-005 ZERO SWING EXCAVATOR

APRIL 11, 2023

The following three vendors submitted lower bids; however, they did not meet the bid specifications and were deemed unresponsive for the following reasons:

ADMAR SUPPLY

1. Bid required Zero turn – submitted with 2.5" turn over spec
2. Bid required bucket to tilt – submitted with no tilt
3. Bid required safety guards – submitted with no safety guards

Upstate Equipment

1. Bid required 5.5 metric ton machine - submitted 5.0 metric ton
2. Bid required Zero turn
3. Bid required a reach depth of 20' – submitted 19.3'
4. Bid required 4 year warranty – submitted 2 year warranty

Kleiss Equipment

1. Bid required 5.5 metric ton machine - submitted 5.0 metric ton
2. Bid required a reach depth of 20' – submitted 18'



OSWEGO COUNTY PURCHASING

46 East Bridge Street, Oswego, NY 13126
Phone (315) 326-6050 Fax (315) 349-8237
Email: Purchasing@oswegocounty.com

TO: Infrastructure, Facilities and Technology Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: April 17, 2023
RE: BID Report

BID 23-HW-006 TRACK SKID LOADER

Funding Source: Operating Budget.

Solicitation Process: **BID 23-HW-006 TRACK SKID LOADER** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on March 28, 2023. It was also sent directly to the following vendors:

J&J Equipment	Admar Supply	Tracey Road Equipment
Baschmann Services	Five Star Equipment	Cazenovia Equipment
American Equipment	Monroe Tractor	Joe Johnson Equipment
Stephenson Equipment	Mid Country Machinery	

Number of responses: Three (3)

Who, by title, evaluated the bid/proposal: Shawn Walker with Oswego County Highway Department has evaluated the bid responses received and recommends approval to Mid Country Machinery.

Name of Company	Location	Proposed Price	Required Documentation VRCS/NCC/VIS/RFC/SHC/				
Admar Supply	1950 Brighton-Henrietta TL Rd Rochester, NY 14623	\$101,416.00*	X	X	X	X	X
Mid Country Machinery Inc.	9206 Brewerton Rd Brewerton, NY 13029	\$109,191.15	X	X	X	X	X
Upstate Equipment	6883 Schuyler Rd East Syracuse, NY 13057	\$89,547.00*	X	X	X	X	X

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

***Did not meet bid specifications (see attached sheet)**

Evaluation: Mid Country Machinery, Inc. was the lowest responsible 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 responsible bidder.



OSWEGO COUNTY PURCHASING DEPARTMENT

BID COMPUTATION SHEET

OPENED: APRIL 11, 2023 2:30 PM

BID 23-HW-006 TRACK SKID LOADER

ITEM	UPSTATE EQUIPMENT	MID COUNTRY EQUIPMENT	ADMAR		
LOADER COST	\$67,226.00	\$75,729.06	\$66,428.00		
COLD PLANER COST	\$22,321.00	\$33,462.09	\$34,988.00		
TOTAL COST LOADER & PLANER	\$89,547.00	\$109,191.15	\$101,416.00		
	T66 T4 BOBCAT	ASV VT70	Kubota SVL75-2HFWC		
EXPECTED DELIVERY DATE	NOV. 2023	SUMMER 2023	4-6 WEEKS		

BID 23-HW-006 TRACK SKID LOADER

APRIL 11, 2023

Although the following two vendors submitted lower bids, they did not meet the bid specification and were deemed unresponsive for the following reasons:

ADMAR SUPPLY

1. Bid required no DPF (Diesel Particle Filter – submitted with DPF
The benefits of no DPF are better performing, faster responding engine and better fuel economy.
2. Bid required roof safety hatch – submitted with no safety hatch

Upstate Equipment

1. Bid required 12 roller wheels – submitted with 4 roller wheels
2. Bid required roof safety hatch – submitted with no safety hatch
3. Bid required 8-pin electronic attachment control – submitted with 7-pin



OSWEGO COUNTY PURCHASING

46 East Bridge Street, Oswego, NY 13126

Phone (315) 326-6050 Fax (315) 349-8237

Email: Purchasing@oswegocounty.com

TO: Infrastructure, Facilities and Technology Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: May 2, 2023
RE: BID Report

BID 23-HW-007 TRAFFIC SIGN FACE MATERIAL

Funding Source: Operating Budget.

Solicitation Process: **BID 23-HW-007 TRAFFIC SIGN FACE MATERIAL** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on April 4, 2023. It was also sent directly to the following vendors:

Traffic Sign Corporation	Babcock Highway Supply	Hall Signs
Vulcan Signs	Osburn Associates	Traffic Control Products
Garden State Highway Products	Newman Signs	Lightle Enterprises

Number of responses: Four (4)

Who, by title, evaluated the bid/proposal: Shawn Walker with Oswego County Highway Department has evaluated the bid responses received and recommends approval to Vulcan Signs.

Name of Company	Location	Proposed Price	Required Documentation VRCS/NCC/VIS/RFC/SHC/				
Vulcan Signs	PO Box 1850 Foley, AL 36536	\$22,349.10	X	X	X	X	X
Newman Signs	1606 6 th Ave SW Jamestown, ND 58401	\$32,362.40	X	X	X	X	X
Lightle Enterprises of Ohio	PO Box 329 Frankfort, OH 45628	\$25,155.05	X	X	X	X	X
Sign Solutions USA	2501 8 th Ave NW West Fargo, ND 58078	\$37,640.15	X	X	X	X	X

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

Evaluation: Vulcan Signs was the lowest responsible 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 responsible bidder.

OSWEGO COUNTY PURCHASING DEPARTMENT

BID COMPUTATION SHEET

OPENED: APRIL 18, 2023 BID 23-HW-007 - TRAFFIC SIGN FACE MATERIAL				Vulcan Signs		Newman Signs		Lighttle Enterprises of Ohio		Sign Solutions USA	
EAQ	Size	Description	Lettering	Sign#	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price
Group 1, White Facing											
25	12"x24"	Junction Auxiliary	Black	M2-1	\$6.94	\$173.50	\$12.64	\$316.00	\$4.12	\$103.00	\$7.37
25	12"x24"	North Directional	Black	M3-1	\$6.94	\$173.50	\$7.36	\$184.00	\$4.12	\$103.00	\$7.37
25	12"x24"	East Directional	Black	M3-2	\$6.94	\$173.50	\$7.36	\$184.00	\$4.12	\$103.00	\$7.37
25	12"x24"	South Directional	Black	M3-3	\$6.94	\$173.50	\$7.36	\$184.00	\$4.12	\$103.00	\$7.37
25	12"x24"	West Directional	Black	M3-4	\$6.94	\$173.50	\$7.36	\$184.00	\$4.12	\$103.00	\$7.37
25	12"x24"	To Auxiliary	Black	M4-5	\$6.94	\$173.50	\$7.36	\$184.00	\$4.12	\$103.00	\$7.37
25	12"x24"	End Auxiliary	Black	M4-6	\$6.94	\$173.50	\$7.36	\$184.00	\$4.12	\$103.00	\$7.37
25	15"x21"	Advance Turn Arrow L, R	Black	M5-1	\$7.56	\$189.00	\$7.69	\$192.25	\$4.51	\$112.75	\$8.07
25	15"x21"	Arrow L, R	Black	M6-1	\$7.56	\$189.00	\$7.69	\$192.25	\$4.51	\$112.75	\$8.07
25	15"x21"	Straight Arrow Aux. L, R	Black	M6-6	\$7.56	\$189.00	\$7.69	\$192.25	\$4.51	\$112.75	\$8.07
100	24"x30"	Speed Limit XX MPH	Black	R2-1	\$8.45	\$845.00	\$12.28	\$1,228.00	\$10.30	\$1,030.00	\$18.44
100	36"x48"	Speed Limit XX MPH	Black	R2-1	\$20.28	\$2,028.00	\$23.64	\$2,364.00	\$24.72	\$2,472.00	\$41.12
30	24"x30"	End Speed Zone	Black	R2-11	\$8.45	\$253.50	\$21.81	\$654.30	\$10.30	\$309.00	\$18.44
25	12"x18"	No Parking Arrow L, R	Red	R7-1	\$2.53	\$63.25	\$6.55	\$163.75	\$3.09	\$77.25	\$5.53
25	24"x24"	No Parking Symbol	Black & Red	R8-3a	\$7.04	\$176.00	\$13.23	\$330.75	\$8.40	\$210.00	\$14.75
25	24"x30"	Weight Limit	Black	R12-1	\$8.45	\$211.25	\$12.28	\$307.00	\$10.30	\$257.50	\$18.44
Group 2, Yellow Facing											
25	12"x36"	Bridge Marker L, R	Black	OM-3	\$5.07	\$126.75	\$8.99	\$224.75	\$6.18	\$154.50	\$11.06
25	12"x54"	Bridge Marker L,R	Black	OM-3	\$7.60	\$190.00	\$20.59	\$514.75	\$9.27	\$231.75	\$16.59
30	36"x36"	School Crossing	Black	S1-1	\$30.78	\$923.40	\$40.35	\$1,210.50	\$27.54	\$826.20	\$30.82
30	36"x36"	Turn Arrow L, R	Black	W1-1	\$15.21	\$456.30	\$18.80	\$564.00	\$18.54	\$556.20	\$23.52
25	30"x30"	Curve Decal., L, R	Black	W1-2	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$16.32
25	30"x30"	Left Curve Decal	Black	W1-2	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$16.32
25	30"x30"	Reverse Curve L, R	Black	W1-4	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$16.32
25	24"x48"	Lg. Turn Arrow L,R	Black	W1-6	\$13.52	\$338.00	\$17.12	\$728.00	\$16.48	\$412.00	\$20.91
25	24"x48"	Double Arrow	Black	W1-7	\$13.52	\$338.00	\$17.12	\$428.00	\$16.48	\$412.00	\$20.91
25	30"x60"	Double Arrow	Black	W1-7	\$21.12	\$528.00	\$24.41	\$610.25	\$25.75	\$643.75	\$42.84
50	24"x30"	Chevron	Black	W1-8	\$8.45	\$422.50	\$12.28	\$614.00	\$10.30	\$515.00	\$14.64
25	30"x30"	Cross Road Decal	Black	W2-1	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41
25	30"x30"	Side Road Decal	Black	W2-2	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41
25	30"x30"	Stop Ahead	Black	W3-1	\$12.25	\$306.25	\$19.47	\$486.75	\$15.00	\$375.00	\$16.32
25	36"x36"	Stop Ahead	Black	W3-1	\$17.64	\$441.00	\$23.95	\$598.75	\$21.00	\$525.00	\$23.52
25	48"x48"	Stop Ahead	Black	W3-2	\$31.36	\$784.00	\$44.71	\$1,117.75	\$36.00	\$900.00	\$41.82
25	30"x30"	School Bus Stop Ahead	Black	S3-1	\$23.06	\$576.50	\$31.90	\$797.50	\$13.00	\$325.00	\$27.92
25	30"x30"	Lane Ends	Black	W4-2	\$10.56	\$264.00	\$14.34	\$358.50	\$12.88	\$322.00	\$21.41
25	12"x24"	School (plaque)	Black	S4-3P	\$6.84	\$171.00	\$18.29	\$457.25	\$4.12	\$103.00	\$7.37

OSWEGO COUNTY PURCHASING DEPARTMENT

BID COMPUTATION SHEET

OPENED: APRIL 18, 2023 BID 23-HW-007 - TRAFFIC SIGN FACE MATERIAL																
Vulcan Signs					Newman Signs				Lightle Enterprises of Ohio				Sign Solutions USA			
EAQ	Size	Description	Lettering	Sign#	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
25	36"x36"	School Speed Zone Ahead,	Black	S4-5	\$33.21	\$830.25	\$70.55	\$1,763.75	\$21.00	\$525.00	\$41.89	\$1,047.25				
25	36"x36"	MPH Ahead	Black	W3-5	\$17.64	\$441.00	\$21.37	\$534.25	\$21.00	\$525.00	\$41.89	\$1,047.25				
25	36"x36"	Railroad Crossing	Black	W10-1	\$15.21	\$380.25	\$18.80	\$470.00	\$18.54	\$463.50	\$23.52	\$588.00				
25	30"x30"	With Pedestrian Decal	Black	W11-2	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$16.32	\$408.00				
25	30"x30"	With Deer Decal	Black	W11-3	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41	\$535.25				
25	30"x30"	With Cow Decal	Black	W11-4	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41	\$535.25				
25	30"x30"	With Tractor Decal	Black	W11-5	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41	\$535.25				
25	30"x30"	With Equestrian Decal	Black	W11-7	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41	\$535.25				
25	30"x30"	With Truck Decal	Black	W11-10	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41	\$535.25				
20	30"x30"	Horse & Buggy Decal	Black	W11-14	\$10.56	\$211.20	\$14.33	\$358.25	\$12.88	\$257.60	\$21.41	\$428.20				
25	30"x30"	With Horse Decal	Black	W11-22	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$21.41	\$535.25				
50	24"x12"	With Border, "Driveway"50	Black		\$3.38	\$169.00	\$14.05	\$702.50	\$4.12	\$206.00	\$7.37	\$368.50				
50	24"x12"	With Border, "Driveways"	Black		\$3.38	\$169.00	\$14.05	\$702.50	\$4.12	\$206.00	\$7.37	\$368.50				
25	36"x36"	Bridge Height	Black	W12-2	\$15.21	\$380.25	\$18.80	\$470.00	\$18.54	\$463.50	\$30.85	\$771.25				
100	18"x18"	XX MPH	Black	W13-1P	\$3.80	\$380.00	\$7.81	\$781.00	\$4.64	\$464.00	\$8.28	\$828.00				
25	30"x30"	Dead End	Black	W14-1	\$10.56	\$264.00	\$14.33	\$358.25	\$12.88	\$322.00	\$16.32	\$408.00				
Group 3 Red																
20	24"x24"	Stop, Type IV	White	R1-1	\$6.76	\$135.20	\$10.66	\$213.20	\$8.24	\$164.80	\$11.71	\$234.20				
100	30"x30"	Stop, Type IV	White	R1-1	\$10.56	\$1,056.00	\$14.33	\$1,433.00	\$12.88	\$1,288.00	\$16.32	\$1,632.00				
20	36"x36"	Stop, Type IV	White	R1-1	\$15.21	\$304.20	\$18.80	\$376.00	\$18.54	\$370.80	\$23.52	\$470.40				
20	48"x48"	Stop, Type IV	White	R1-1	\$27.04	\$540.80	\$30.17	\$603.40	\$32.96	\$659.20	\$41.82	\$836.40				
100	30"x30"	Yield	White	R1-2	\$5.82	\$582.00	\$9.19	\$919.00	\$12.88	\$1,288.00	\$9.14	\$914.00				
25	12"x30"	All Way	White	R1-4	\$4.22	\$105.50	\$8.17	\$204.25	\$5.15	\$128.75	\$7.31	\$182.75				
Group 4 Orange																
25		Detour Arrow	Black	M4-10	\$6.94	\$173.50	\$13.86	\$346.50	\$16.48	\$412.00	\$22.10	\$552.50				
25	36"x36"	Roadwork Ahead	Black	W20-1	\$15.21	\$380.25	\$18.81	\$470.25	\$18.54	\$463.50	\$30.80	\$770.00				
25	36"x36"	Detour Ahead	Black	W20-2	\$15.21	\$380.25	\$18.81	\$470.25	\$18.54	\$463.50	\$30.80	\$770.00				
25	36"x36"	Road Closed Ahead	Black	W20-3	\$15.21	\$380.25	\$18.81	\$470.25	\$18.54	\$463.50	\$30.80	\$770.00				
Group 7 Blue																
50	24"x24"	Route Marker	Yellow	M1-6	\$13.88	\$694.00	\$13.23	\$661.50	\$8.80	\$440.00	\$14.75	\$737.50				
TOTAL PRICE					\$22,349.10			\$32,362.40			\$25,155.05			\$37,640.15		



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

TO: Infrastructure, Facilities and Technology Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: May 2, 2023
RE: BID Report

1. BID 23-ERF-003 ON-SITE PHYSICALS

Funding Source: Operating Budget.

Solicitation Process: BID 23-ERF-003 ON-SITE PHYSICALS was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on March 31, 2023. It was also sent directly to the following vendors:

- American Vet Works
- Barclay Medical
- DTM Parts Supply Inc.
- Examinetics
- Medical Group Care
- Professional Health Services, Inc.
- Worksite Medical

Number of responses: One (1)

Who, by title, evaluated the bid/proposal: Joe Wilhelm with the Oswego County Energy Recovery Facility has evaluated the bid response and recommends approval to Professional Health Services, Inc.

Name of Company	Location	Proposed Price	Required Documentation VRCS/NCC/VIS/RFC/SHC				
Professional Health Services, Inc.	83 South Eagle Road Havertown, PA 19083	See attached Vendor Bid Reply Sheet	X	X	X	X	X

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

Evaluation: Professional Health Services, Inc. is the lowest responsible 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.

VENDOR BID REPLY SHEET

FOR THE ON-SITE PHYSICALS

Bids are due at **2:00 pm, Tuesday, April 18, 2023**, at the Oswego County Purchasing Department, 46 East Bridge Street, 3rd Floor, Oswego, New York 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the notice, information, specifications and bid for **BID 23-ERF-003 ON-SITE PHYSICALS** and offers to fulfill the activities as shown on the attached bid for the cost listed below.

UNIT COST

Electrocardiograms	\$ <u>8.00</u>	(US Dollars)
Physical Exams	\$ <u>10.00</u>	(US Dollars)
Respirator questionnaires and vital signs	\$ <u>3.00</u>	(US Dollars)
Pulmonary Function Test	\$ <u>6.00</u>	(US Dollars)
Audiogram	\$ <u>0.00</u>	(US Dollars)
Lab Panel (SMAC/CBC/UA)	\$ <u>20.00</u>	(US Dollars)
Quantitative Fit Test	\$ <u>5.00</u>	(US Dollars)
Cadmium Monitoring Profile	\$ <u>98.00</u>	(US Dollars)
And lead/ZPP Panels	\$ <u>15.00</u>	(us Dollars)
Chest X-Ray (1 view)	\$ <u>32.00</u>	(US Dollars)
PSA – Optional	\$ <u>15.00</u>	(US Dollars)
Daily Rate Total for any additional costs		
Not included above	\$ <u>8,700.00</u>	(US Dollars)

Federal ID Number:

23-2176590

Karen A. Kleinman

Authorized Signature

Karen A. Kleinman

Type or Print Name

Vice President

Title

4/16/23

Date

M/WBE Status:

N/A

Professional Health Services, Inc.

Company

600 Reed Road, Suite 103

Address

Broomall, PA 19008

610-853-1330 / 610-446-4195

Phone Number

Fax Number

**OSWEGO COUNTY PURCHASING DEPARTMENT
BID COMPUTATION SHEET**



OPENED: APRIL 18, 2023 BID 23-ERF-003 ON-SITE PHYSICALS	Professional Health Services
PHYSICAL EXAM TESTING	UNIT COST
ELECTROCARDIOGRAMS	\$8.00
PHYSICAL EXAMS	\$10.00
RESPIRATOR QUESTIONNAIRES AND VITAL SIGNS	\$3.00
PULMONARY FUNCTION TEST	\$6.00
AUDIOGRAM	\$0.00
LAB PANEL (SMAC/CBC/UA)	\$20.00
QUANTITATIVE FIT TEST	\$5.00
CADMIUM MONITORING PROFILE	\$98.00
LEAD/ZPP PANELS	\$15.00
CHEST X-RAY (1 VIEW)	\$32.00
PSA - OPTIONAL	\$15.00
DAILY RATE TOTAL FOR ADDITIONAL COSTS NOT INCLUDED ABOVE	\$8,700.00

AGREEMENT

This Agreement made this ____ day of March, 2023, 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 Oswego County Quarter Midget Club, having its principal office at Post Office Box 9, Fulton, New York 13069, hereinafter referred to as the "Club".

WHEREAS, the County owns certain property located near the intersection of Howard Road and the Silk Road in the Town of Volney, adjacent to the Oswego County Airport, and

WHEREAS, the Club is desirous of using said property for its own purposes of engaging in the sport of Quarter Midget Racing for any youth of the community,

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

1. The county hereby grants to the Club, its members and invitees the exclusive right 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 May 1st, 2023, and ending on April 30, 2025.

2. The Club shall pay to the County the annual sum of **ONE THOUSAND AND 00/100 DOLLARS (i.e. 3,333 square feet X \$0.30/sq ft = \$1,000/yr) (\$1,000.00)** annually for the use of said premises, in one payment, due the first of year and annually thereafter on the first of the year. Payments shall be made payable to the County of Oswego and mailed to Oswego County Airport, 40 Airport Drive, Fulton New York 13069.

3. 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 without the prior express written consent of the County.

4. Regarding the operations and responsibilities concerning this Agreement, the Club further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury, or death, or for invasion of personal property or rights, of every name and nature, and whether casual or continuing trespass or nuisance, and to any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission or duty, negligence, or wrongful act on the part of the Club, its employees, agents, or invitees.

5. The Club agrees to obtain and maintain general liability insurance including comprehensive form, premises-operations, broad form contractual and personal injury coverage with minimum limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for bodily injury and property damage and ONE MILLION DOLLARS (\$1,000,000.00) umbrella coverage.

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.

6. 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. 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.

7. The Club further agrees that it will be responsible for and comply with the following:

- a. Mowing and maintaining the fence line of the leased premises;
- b. Water and septic to or upon the leased premises. However, as the premises is a Superfund Site under a U.S. District Court Consent Decree, no water or septic may be installed without the prior written approval of USEPA, DEC and the County;
- c. If camping is allowed or permitted upon the premises by the Club, the Club shall first obtain a permit from the Oswego County Health Department even if numbers fall slightly below NY State Sanitary Code requirements as to number or duration of camping (e.g. 48 hours vs. 72 hours) to ensure the safety of all campers and the Club shall fully comply with the terms and conditions of said permit;
- d. The Club shall be responsible for keeping the leased premises secure, locking the gate when not in use and shall be responsible for the actions of all its members or guests;
- e. The Club, at its own cost and expense shall maintain all buildings and the track upon the leased premises;
- f. The Club shall abide by the Oswego County Flow Control Local Law and shall arrange and be responsible for at least weekly trash removal from the premises;
- g. Consistent with FAA security regulations applicable to airports, the Club shall erect at its own cost and expense, and maintain, a fence separating the leased premises from the Oswego County Airport of identical height, quality and construction as the airport perimeter

fence which fence shall become property of the county if not removed by the Club at the end of term of this lease. This fence shall be constructed within one hundred twenty (120) days of execution of this lease and shall meet with county approval as to design and installation.

7. The County reserves the right of access to the premises for airport purposes and the testing and service of the monitoring wells on the premises, together with the right to place and erect other monitoring wells and equipment concerning the remediation of the Silk Road Landfill.

8. The Club hereby acknowledges that the premises that are the subject of this Agreement are immediately adjacent to the closed Silk Road Landfill, which is a "Superfund" site, which is in the process of remediation. The Club will take no actions contrary to the county's Consent Decree including but not limited to drilling wells, excavating or disturbing the site without prior written approval of the USEPA, NYSDEC and the county. The County reserves the right to terminate this Agreement upon 30 days' written notice to the president of the Club in the event that the County requires possession of the premises for the remediation of the Silk Road Landfill or for any other public purpose. In the event of termination under this paragraph, payments under this Agreement shall be pro-rated.

9. 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.

10. 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 premises leased hereunder which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Club, its employees, volunteers, invitees, representatives, subcontractors, assignees, or agents. In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, volunteer, invitee, representative, subcontractor, assignee or agent of the Club either within or without the scope of his or her respective employment, representation, subcontract, assignment or agency, or arising out of the Club's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. 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 provided by law or this Agreement.

10. This Agreement represents 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.

11. 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.

APPROVED BY THE INFRASTRUCTURE & FACILITIES COMMITTEE IN MAY of 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year hereinafter written.

COUNTY OF OSWEGO

OSWEGO COUNTY QUARTER MIDGET CLUB

BY: _____

BY: _____

(NAME SIGNED MUST BE PRINTED UNDERNEATH)

Hon. James Weatherup, Chairman

Brad Haynes, President

DATE: _____

DATE: _____

L.S.

L.S.