

# Infrastructure, Facilities and Technology Committee



## AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

**Date/ Time:** Tuesday, March 5, 2024, at 3:00pm

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

### COMMITTEE MEMBERS:

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

### CALL TO ORDER:

Pledge of Allegiance

### APPROVAL OF MINUTES:

Approval of minutes for the Infrastructure, Facilities and Technology Committee's regular meeting on February 6, 2024.

### RESOLUTIONS:

- IT-1** Resolution Authorizing Budgetary Modification – Central Services Supplement Existing Capital Project to Fund Audio/Visual Upgrades
- IT-2** Resolution Approving the Execution of a Memorandum of Agreement with the United States Department of Transportation Federal Aviation Administration Concerning the Oswego County Airport (FAA Contract No.: 69435Z-22-I.-00090)
- IT-3** Resolution Authorizing Budgetary Modification Department of Solid Waste- to Establish a Capital Project No. 0324 for The Bristol Hill Landfill Cell #5 Expansion- Solid Waste Unappropriated Fund Balance to Capital Project No. 0324

### COMMITTEE REVIEW & DECISIONS:

- BID 24-SW-002- Household Hazardous Waste
- BID 23-ERF-008 – Backup Battery Bank
- BID 24-SW-001- Bristol Hill Sanitary Landfill- Cell No. 5 Liner Construction
- Cell Phone Request- Sheriff's Office Civil Division

**REPORTING DEPARTMENTS:**

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

**ADJOURNMENT:**

# Infrastructure, Facilities & Technology Committee

**DRAFT**



## MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

**Date/ Time:** Tuesday, February 6, 2024 at 3:00pm

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

### COMMITTEE MEMBERS:

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

### STAFF AND GUESTS:

Brandon Schwerdt	Holly Carpenter	Shawn Walker	Mike Lutestanski II
Greg Powlin	Savannah Wyckoff	Veronica Turner	Dave Turner
Rick Doten			

### CALL TO ORDER:

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

### APPROVAL OF MINUTES:

**Motion to approve the meeting minutes:** Legislator Martino

**Second:** Legislator M. Yerdon

**Vote:** Unanimous, motion carried

The minutes for the Infrastructure, Facilities & Technology Committee's regular meeting on December 5, 2023 were approved.

### RESOLUTIONS:

**IT-1** Resolution Authorizing Budget Modification with the Highway Department to Transfer Funds from Insurance Recovery Fund into Highway Expense

**Motion to approve:** Legislator Twiss

**Second:** Legislator Lockwood

**Vote:** Unanimous, motion carried

**IT-2 Resolution Authorizing the Deletion of One Position in the Highway Department**

**Motion to approve:** Legislator Twiss

**Second:** Legislator M. Yerdon

**Vote:** Unanimous, motion carried

**IT-3 Resolution Authorizing and Establishing an Additional Hours Account Line for the Department of Highway**

**Motion to approve:** Legislator Holst

**Second:** Legislator M. Yerdon

**Vote:** Unanimous, motion carried

**IT-4 Resolution Establishing Capital Project Number 0124 – The Department of Highway Equipment 2024**

**Motion to approve:** Legislator Twiss

**Second:** Legislator Walpole

**Vote:** Unanimous, motion carried

**IT-5 Resolution Amending Resolution Number 415 Dated December 14, 2023, Capital Project Number 0423 to Number E0423**

**Motion to approve:** Legislator Holst

**Second:** Legislator Lockwood

**Vote:** Unanimous, motion carried

**IT-6 Resolution Authorizing Budgetary Modification Department of Solid Waste Landfill and Transfer Stations- Other Equipment to Additional Hours Account**

**Motion to amend Info memo:** Legislator Walpole

**Second:** Legislator Twiss

**Vote:** Unanimous, motion carried

**Motion to approve as amended:** Legislator Holst

**Second:** Legislator Martino

**Vote:** Unanimous, motion carried

**IT-7 Resolution Authorizing Budgetary Modification -- Buildings and Grounds -- Increasing Capital Project Number C0323 Oswego County Flooring**

**Motion to amend amount to \$17,508.84 in the first whereas:**

Legislator Martino

**Second:** Legislator Walpole

**Vote:** Unanimous, motion carried

**Motion to approve as amended:** Legislator Martino

**Second:** Legislator Walpole

**Vote:** Unanimous, motion carried

**IT-8    \*Walk on\* Resolution Authorizing the County Attorney to Form a Local Development Corporation for the Purpose of Future Infrastructure Development**

**Motion to approve:** Legislator Martino  
**Second:** Legislator Walpole  
**Vote:** Unanimous, motion carried

**Motion to rescind approval:** Legislator Twiss  
**Second:** Legislator M. Yerdon  
**Vote:** Unanimous, motion carried

**COMMITTEE REVIEW & DECISIONS:**

- BID 23-HW-016-Motor Oils

**Motion to approve:** Legislator Walpole  
**Second:** Legislator Lockwood  
**Vote:** Unanimous, motion carried.

- Add two Cell phone line to Preventative Health Division

**Motion to approve:** Legislator Walpole  
**Second:** Legislator Martino  
**Vote:** Unanimous, motion carried

- Add One Cell Phone line to Criminal Investigations Division

**Motion to approve:** Legislator M. Yerdon  
**Second:** Legislator Holst  
**Vote:** Unanimous, motion carried

- Waving Trash Dumping Fees for the Oswego County Agriculture Association for Fair week, Monster Jam and Fall Fest events.

**Motion to approve:** Legislator M. Yerdon  
**Second:** Legislator Walpole  
**Vote:** Unanimous, motion carried

**DEPARTMENT REPORTS:**

- Rick Doten provided a Buildings and Grounds Department Update.
- Shawn Walker provided a verbal Highway Department Update.
- Mike Lutestanski II provided a verbal Solid Waste Department Update.
- Brandon Schwerdt provided an Airport Department Update.
- Greg Powlin provided a Central Services Department Update.

**ADJOURNMENT:**

**Motion to adjourn at 3:40 p.m.:** Legislator Martino

**Second:** Legislator Lockwood

**Vote:** Unanimous, motion carried

**DRAFT**

Raven Ahart  
Deputy Clerk of the Legislature



**RESOLUTION NO.**

March 14, 2024

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION - CENTRAL  
SERVICES SUPPLEMENT EXISTING CAPITAL PROJECT TO FUND  
AUDIO/VISUAL UPGRADES**

By Legislator Paul House:

WHEREAS, this body has heretofore established Capital Project No. T0221 with a maximum authorization of \$10,000; and

WHEREAS, the Central Services Director has identified the need to supplement this capital project for updating the County conference room audio and visual systems, with an additional \$10,000 and maximum authorization of \$20,000; and

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$10,000 from the Technology Reserve – CR# 145 to the designated Capital Project T0221 and that the project is hereby authorized for the maximum.

**Capital Project**

**Total Maximum Authorization**

CP No. T0221

\$20,000

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

**YES:**

**NO:**

**ABSENT:**

**ABSTAIN:**



Greg Powlin  
Director

COUNTY OF OSWEGO  
CENTRAL SERVICES DEPARTMENT

39 Churchill Road  
Oswego, New York 13126

Phone: (315) 349-3526

**TO:** Phil Church, County Administrator  
Legislator Paul House, I&T Committee Chairman  
Infrastructure & Technology Committee Members

**FROM:** Greg Powlin, Director of Central Services

**DATE:** February 20, 2024

**RE:** Capital Project # T0221 Supplement

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Request for \$10,000 supplement to existing capital project to fund audio/visual system upgrades to County conference and other rooms used for presentations.

**BACKGROUND:** County offices have a number of rooms used for presentations to county employees and County residents. Many of these rooms have existing audio/visual ("AV") systems requiring periodic updating or may have no existing AV system and are in the need of installation of such a system.

An immediate need exists to install a modern AV system in the District Attorney's grand jury room, located at the Public Safety Center. This enhancement is needed to present evidence, often in electronic form, including video, in an effective manner to accommodate the broad needs of the potential juror pool.

The requested supplement will also provide for some additional funds, beyond the grand jury room upgrade, to accommodate other upgrades for the immediate future.

**FISCAL IMPACT:** This request requires a \$10,000 supplement to existing project # T0221. This is a net cost to the County via a transfer from the Technology Reserve fund.

**RECOMMENDATION:** Transfer \$10,000 from the Technology Reserve to supplement established Capital Project T0221 for the expenditure described above.



**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

[illegible]

DEPARTMENT HEAD	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE
*If Personnel Services are impacted	

  

COUNTY ADMINISTRATOR	DATE
CHAIRPERSON	DATE
COUNTY TREASURER	DATE

**RESOLUTION NO.**

March 14, 2024

**RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CONCERNING THE OSWEGO COUNTY AIRPORT (FAA Contract No.: 69435Z-22-L-00090)**

By Legislator Paul House:

WHEREAS, the County of Oswego owns and operates a General Aviation Airport in Volney, New York; and

WHEREAS, in connection therewith, the County of Oswego and the Federal Aviation Administration (FAA) have entered into various agreements and obligations concerning airport operations and the placement and utilization of federally-owned equipment and aids to general aviation at the county's airport; and

WHEREAS, the FAA has requested the county execute an On-Airport Memorandum of Agreement (MOU) encompassing prior agreements and obligations concerning the Automated Surface Observing System (ASOS); the Glide Slope (GS) and the Localizer (LOC) access road and related land for the restrictive aerial easement area at the Oswego County Airport; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Infrastructure and Facilities Committee of this body, it is hereby,

RESOLVED, that the Chairman of the Legislature be, and is hereby, authorized to execute the annexed Memorandum of Agreement with United States Department of Transportation, Federal Aviation Administration.

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

**YES:**

**NO:**

**ABSENT:**

**ABSTAIN:**

# **ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**COUNTY OF OSWEGO, NEW YORK**

**FAA CONTRACT NO: 69435Z-22-L-00090  
ATID/FACILITY TYPE: FZY / ASOS/LOC/GS  
LOCATION: FULTON, NEW YORK**

## **1. Preamble (09/2021) 6.1.1**

This Memorandum of Agreement (MOA) for real property is hereby entered into by and between COUNTY OF OSWEGO, NEW YORK, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

## **2. Definitions (09/2021) 6.1.1-1**

For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

## **3. Superseding Contract (09/2021) 6.1.2-1**

This contract supersedes DTFA05-01-L-16286 and DTFA05-01-L-16295 and all other previous agreements between the parties for the property described in this document.

**4. Witnesseth (MOA) (09/2021) 6.1.3-1**

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Oswego County Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

**5. Purpose (09/2021) 6.1.5**

It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

**6. Legal Authority (09/2021) 6.2.1**

This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

**7. On-Airport Land/MOA Term (09/2021) 6.2.3-1**

To have and to hold, for the term commencing on October 1, 2021 and continuing September 30, 2041 inclusive.

**8. Consideration (No Cost) (09/2021) 6.2.4-4**

The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.

**9. Termination (09/2021) 6.2.5**

The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

**10. Binding Effect (09/2021) 6.2.6**

The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of

the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

#### **11. FAA Facilities for MOA (09/2021) 6.2.7**

The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Oswego County Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

#### **12. RE Clauses Incorporated by Reference (09/2021) 6.3.0**

This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at [https://fast.faa.gov/RPF\\_Real\\_Property\\_Clauses.cfm](https://fast.faa.gov/RPF_Real_Property_Clauses.cfm).

- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
- B. **Contracting Officer's Representative (09/2021) 6.3.0-4**
- C. **Contingent Fees (09/2021) 6.3.0-5**
- D. **Anti-Kickback Procedures (09/2021) 6.3.0-6**



**13. Title to Improvements (09/2021) 6.3.5**

Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

**14. Funding Responsibility for FAA Facilities (09/2021) 6.3.6**

The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

**15. Changes, Modifications (01/2022) 6.3.8-1**

The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

**16. No Waiver (09/2021) 6.3.17**

No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

**17. Non-Restoration (09/2021) 6.3.18**

It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

**18. Quiet Enjoyment (09/2021) 6.3.25**

damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.

**19. Interference with FAA Operations (09/2021) 6.3.28-2**

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities.

The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.

**20. Hold Harmless (09/2021) 6.3.30**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

**21. Compliance with Applicable Laws (01/2022) 6.3.31-1**

This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

**22. Notification of Change in Ownership or Control of Land (09/2021) 6.3.34**

If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

**23. Integrated Agreement (09/2021) 6.3.36**

This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

**24. Unauthorized Negotiating (09/2021) 6.3.37**

In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

**25. Disputes (01/2022) 6.3.39-1**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

## **26. Hazardous Substance Contamination (09/2021) 6.8.1**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

## **27. Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021) 6.9.6**

A. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

B. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

- 1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
- 2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
- 3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.
- 4) Contractors must first coordinate with the DCIP at [ASH-CI-Notify@faa.gov](mailto:ASH-CI-Notify@faa.gov) before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.
- 5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence

related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.

6) Contractors must immediately notify the DCIP at [ASH-CI-Notify@faa.gov](mailto:ASH-CI-Notify@faa.gov), and the CO or their designee if their employees observe any of the following-

- a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;
- b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);
- c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or
- d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:
  - i. Non-public information from an official FAA data network or information;
  - ii. Imagery;
  - iii. Technical specifications;
  - iv. Trade secrets;
  - v. Proprietary information;
  - vi. Sensitive Security Information (SSI); and
  - vii. Any other SUI
- e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at [ASH-CI-Notify@faa.gov](mailto:ASH-CI-Notify@faa.gov), and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or



telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

- a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
- d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
- e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
- f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
- g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
- h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
- i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with



a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

## **28. Notices (09/2021) 6.10.1**

All notices/correspondence must be in writing, reference the Contract number **69435Z-22-L-00090**, and be addressed as follows:

TO THE CONTRACTOR:  
County of Oswego, New York  
Chairman of the Legislature  
Oswego County  
Legislature  
46 Bridge Street  
Oswego, New York 13126

TO THE GOVERNMENT:  
Real Estate Contracting Division, AAQ-  
910  
Federal Aviation Administration  
1701 Columbia Ave, 4<sup>th</sup> Floor, Real Estate  
College Park, Georgia 30337-2714

**29. Signature Block (09/2021) 6.10.3**

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

COUNTY OSWEGO, NEW YORK

By: \_\_\_\_\_

James Weatherup  
Chairman of the Legislature

Date: \_\_\_\_\_

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_

Shirley A. Williams  
Title: Real Estate Contracting Officer

Date: \_\_\_\_\_

**ATTACHMENTS/EXHIBITS:**

<b>Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
<b>1</b>	<b>MOA LIST OF FACILITIES</b>	<b>12/29/2023</b>	<b>1</b>
<b>2</b>	<b>EXHIBIT A – SPECIAL STIPULATIONS</b>	<b>12/29/2023</b>	<b>1</b>
<b>3</b>			
<b>4</b>			
<b>5</b>			

## LIST OF FACILITIES

## MEMORANDUM OF AGREEMENT

69435Z-22-L-00090

## OSWEGO COUNTY AIRPORT

8

## **EXHIBIT A**

### **SPECIAL STIPULATIONS**

SPECIAL STIPULATION IF REQUIRED FOR THE INSTALLATION AND/OR OPERATION OF AUTOMATED SURFACE OBSERVING SYSTEM (ASOS) UNDER THE TERM OF THIS LEASE.

- a. Lessor shall maintain vegetation to less than 10 inches in height within 100 feet of the FAA's ASOS site (s).
- b. Lessor shall notify FAA's airport operation maintenance office when construction or agricultural tilling, mowing, harvesting, etc., activity is scheduled or occurs that produces abnormal amounts of dust at the FAA's ASOS sensor equipment site(s).
- c. Lessor shall not construct adjacent to FAA's ASOS sensor(s) site, major paved surfaces, irrigated or drainage areas, or test/run-up facilities that may significantly alter temperature, humidity, or wind measurement.
- d. Lessor shall not create topographical surface changes (excavation or mounding) within 500 feet of ASOS sensor(s). Smooth and gradual surface changes are essential to representative wind measurement.
- e. Lessor agrees not to degrade wind speed/directional temperature/humidity measurements; electronically interfere with the UHF data-link line-of-sight between ASOS sensor site(s) and FAA's ASOS ACU processor; interrupt the steady supply of electrical power to the FAA ASOS sensor site(s) and ASOS processor.



**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
[insert notary name]

the undersigned Notary Public, personally appeared \_\_\_\_\_,  
[insert name of individual who signed the agreement]

known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledge that he/she executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public Signature  
Affix Seal Below

**RESOLUTION NO.**

March 14, 2024

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOLID WASTE- TO ESTABLISH A CAPITAL PROJECT NO. 0324 FOR THE  
BRISTOL HILL LANDFILL CELL #5 EXPANSION- SOLID WASTE  
UNAPPROPRIATED FUND BALANCE TO CAPITAL PROJECT NO. 0324**

By Legislator Paul House:

WHEREAS, The Department of Solid Waste Landfill and Transfers requests the establishment of a new capital project No. 0324, with a transfer of funds from the unappropriated fund balance into capital project No. 0324 to complete the planned cell #5 expansion at the Bristol Hill landfill; and

NOW, 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 the County Treasurer be, and hereby is, authorized to transfer the funds from and to the accounts 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:**



## Oswego County Department of Solid Waste

---

TO: Legislator Paul House, Chairman  
Infrastructure, Facilities and Technology Committee  
Legislator Stephen Walpole, Chairman  
Finance & Personnel Committee

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

RE: Establishment/Funding of a Capital Project No. 0324 Account - Bristol Hill Landfill Cell #5 Expansion

DATE: Feb 20, 2024

The Department of Solid Waste commissioned a site survey of landfill in 2023 to determine the fill rate of cell #4. It was found that cell #3 is almost at capacity, and cell #4 is filling faster than anticipated. This is due to various reasons; more bypass waste from the ERF (as we have had operational issues over the past 3 years that have increased ERF downtime), equipment issues at the landfill which affected our compaction rate, and bulky materials management to name a few.

We had the preliminary engineering and design for cell #5 done in late 2023 and put the project out to bid in early 2024. This was done to get the project underway for summer/fall of 2024. The schedule as of this writing is to have the cell ready to accept materials by Dec 2024. Along with this, the dept has invested in equipment to improve our compaction rates to prolong cell #4s ability to accept materials. This is an aggressive schedule, with the current flow rates, and an aging ERF, the Dept of solid waste needs to be ready. This also takes into consideration possible residential population increases and commercial/industrial enterprises with the future Micron Plant coming into Onondaga county.

This info memo requests the approval to establish a capital project No. 0324, fund the project from the Departments unappropriated fund balance, and construction of the cell. This will include project management, inspection, construction, final inspection, materials testing, and the final certifications to allow us to place waste in the cell.

The following is a summary of the costs, \$5,647,137.00 for cell construction. \$68,900.00 for the electrical work, \$38,700.00 for 2 testing wells required by the NYSDEC,( this includes

---

Bristol Hill Landfill - 3125 NYS 3, Fulton, NY 13069

315-591-9200

Energy Recovery Facility - 2801 NYS 481, Fulton, NY 13069

315-591-9280

management, certifications and pumps for water sampling), \$359,000.00 for project management, inspections, approvals, final certification for material placement in cell, and \$10,000.00 for various testing of materials used in cell construction.

The total dollar amount is \$6,123,737.00 for the project. There is the potential for shredded tire material to be used as a portion of the aggregate in the cell construction. The material needs to be tested and pass certain criteria. As of this writing, the Dept of Solid waste is using the new slow speed shredder to produce various samples for testing over the next month. If the samples pass, and enough material can be obtained, a savings of \$246,241.00 could be realized for the project. This dollar amount is currently in the project, to keep the schedule on track. The Dept of Solid Waste will keep the appropriate parties informed as we move forward on this topic. If the savings can be realized, the monies saved would be returned to the Dept of Solid Waste Unappropriated Fund balance upon completion/closeout of the project.







**OSWEGO COUNTY PURCHASING**  
46 East Bridge Street, Oswego, NY 13126  
Phone (315) 326-6052 Fax (315) 342-2468  
Email: [Purchasing@oswegocounty.com](mailto:Purchasing@oswegocounty.com)

---

TO: Infrastructure, Facilities and Technology Committee  
FROM: Holly F. Carpenter, Purchasing Director  
DATE: March 5, 2024  
RE: BID Report

### **1. BID 24-SW-002 – Household Hazardous Waste**

**Funding Source: Operating budget**

**Solicitation Process:** **BID 24-SW-002 - Household Hazardous Waste** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on January 10, 2024. It was also sent directly to the following vendors:

- ACV Environmental Services, LLC
- Clean Harbors Environmental
- EPS of Vermont/Miller Environmental
- MXI Environmental

Number of responses: Two (2)

**Who, by title, evaluated the bid/proposal:** Michael Lutestanski, with Solid Waste has evaluated the bids received and recommend approval to Clean Harbors Environmental Services, Inc.

**BID 24-SW-002 – Household Hazardous Waste**

Name of Company	Location	Total Cost	Required Documentation VRCS/NCC/VIS/RFC/SHC				
Clean Harbors	42 Longwater Drive Norwell, MA 02061	See Attached	X	X	X	X	X
MXI Environmental Services, LLC	26319 Old Trail Road Abingdon, VA 24210	See Attached	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:** Clean Harbors Environmental Services 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.



**OSWEGO COUNTY PURCHASING DEPARTMENT  
BID COMPUTATION SHEET**

BID 24-SW-002 - Household Hazardous Waste  
OPENING DATE: FEBRUARY 13, 2024

Clean Harbors Environmental Services, Inc.				MXI Environmental Services, LLC			
PERSONNEL	RATE/HOUR	EXPENSES EACH VISIT	OTHER SPECIFY	RATE/HOUR	EXPENSES EACH VISIT	OTHER SPECIFY	
FIELD CHEMIST	\$58.00	\$19.50/hr pickup truck portal to portal	Case by Case	\$150.00	\$1,450.00		
PERSONNEL	RATE/HOUR	EXPENSES EACH VISIT	OTHER SPECIFY	RATE/HOUR	EXPENSES EACH VISIT	OTHER SPECIFY	
FIELD CHEMIST	\$58.00	\$19.50/hr pickup truck portal to portal	Case by Case	\$150.00	\$1,450.00		
ANNUAL SUPPLIES/42 COLLECTION DAYS ITEM	QUANTITY	PRICE/EACH	PRICE TOTAL	QUANTITY	PRICE/EACH	PRICE TOTAL	
Groundcover	As needed per roll	\$189.25/roll	\$189.25	1	\$550.00	\$550.00	
PPE	Included in disposal cost	N/C	N/C	-			
Tyres	As needed/25 rail/case	\$234.00/case	\$234.00	200	\$20.00	\$4,000.00	
Gloves	As needed/25 rail/case	\$25.00/dozen	\$25.00	200	\$10.00	\$2,000.00	
Goggles	N/C	N/C	N/C	20	\$10.00	\$200.00	
Safety Glasses	N/C	N/C	N/C	200	\$5.00	\$1,000.00	
Other	Box of Aprons as needed	\$190.00/box	\$195.90	Drum, CYB/Pallet 200	\$60.00	\$12,000.00	
ITEM METHOD	CONTAINER SIZE	PACKAGING METHOD	MANAGEMENT METHOD	CONTAINER SIZE	PACKAGING METHOD	MANAGEMENT METHOD	
Organic Liquids	3303.00/DM55	Lab Pack	LCCR-Inciner	55 Gallon Metal Drum	Bulk	\$425.00	
Paint & Varnish (sludge)	\$166.00/DM45	Bulk	FB1 - Fuel Blend/Inciner	55 Gallon Metal Drum	Bulk	\$425.00	
Paint & Varnish (liquid)	\$112.00/DM55	Bulk	FB1 - Fuel Blend/Inciner	55 Gallon Metal Drum	Bulk	\$425.00	
Paint Recycling	\$480.00/7BIN	Lab Pack	LPTP - Fuel/Inciner	Cubic Yard Box	Loosepack	0	
Resins & Adhesives	\$889.00/7BIN	Lab Pack	LPTN-Inciner	Cubic Yard Box	Loosepack	\$750.00	
Antifreeze	\$159.00/DM55	Bulk	B35-Recycle	55 Gallon Metal Drum	Bulk	\$400.00	
Aerosols	\$303.00/DM55	Loose Pack	LCCRQ-Inciner	Cubic Yard Box	Loosepack	\$900.00	
Chemicals/Pesticides	\$303.00/DM55 (Chemicals) \$356.00/7BIN (pesticide use)	Lab Pack	LCCR-Inciner	55 Gallon Poly Drum	Loosepack	\$325.00	
Dioxin containing Waste	\$105.00/DM05	Lab Pack	LCCR-Inciner	55 Gallon Poly Drum	Loosepack	\$1,250.00	
PCB Material	\$132.00/DM05	Lab Pack	LCHSL-Landfill (solids)	55 Gallon Metal Drum	Loosepack	\$1,600.00	
Lead acid batteries	\$382.00/DM55	Bulk	DH3-Inciner	Loosepack (stack)	Loosepack	\$100.00	
Mercury containing devices	\$0.42/LBS \$425.00/pallet	Lab Pack	LBLA-Recycle	Pallet	Loosepack	\$500.00	
Fluorescent tubes & CFLs	\$51.83/LBS \$5.30/LBS \$5.50/LBS \$5.00/LBS	Specialty Containers 1/2 BX Shrink wrapped to Pallet	CFL1 - Reclamation CFL2 CFL4 CFL8	5 Gallon Buckets overpacked in 55 Gallon Metal Drum	Loosepack		
Other	Oil & Water Oxidizer \$110.00/DM55 \$227.00/DM30	Bulk Lab Pack	A32 - Oil Recovery/Wastewater Treatment LCCRQ-Inciner	8ftx4ft box	Loosepack	.65 per linear ft	

VRCS-Vendor Reply Cover Sheet, NCC-Non-collision Certification, VTS-Vendor Information Sheet, RFC-Resolution for Corporations, SHC-Sexual Harassment Certification.



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

---

TO: Infrastructure, Facilities and Technology Committee  
FROM: Holly F. Carpenter, Purchasing Director  
DATE: March 5, 2024  
RE: BID Report

### **1. BID 23-ERF-008 – Backup Battery Bank**

**Funding Source: Operating budget**

**Solicitation Process:** **BID 23-ERF-008 – Backup Battery Bank** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on December 19, 2023. It was also sent directly to the following vendors:

- Battery Research
- Black & McDonald
- BPS Battery
- Dowd Battery Co, Inc.
- J&M Schaefer, Inc.
- Thompson and Johnson Equipment

Number of responses: Two (2)

**Who, by title, evaluated the bid/proposal:** Joe Wilhelm with the Oswego County Energy Recovery Facility has evaluated the bids received and recommend approval to Black and McDonald.

**BID 23-ERF-008 – BATTERY BACK UP BANK**

Name of Company	Location	Total Cost	Required Documentation VRCS/NCC/VIS/RFC/SHC					
Battery Research & Testing	1313 County Route 1 Oswego, NY 13126	Option 2 \$148,202.61	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X				
Black & McDonald	6518 Fremont Road East Syracuse, NY 13057	Option 2 \$117,809.00	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
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:** Black & McDonald 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.





**OSWEGO COUNTY PURCHASING DEPARTMENT  
BID COMPUTATION SHEET**

**OPENED: February 6, 2024**

**BID 23-ERF-008 - BACK UP BATTERY BANK**

ITEM	BATTERY RESEARCH & TESTING	BLACK & MCDONALD
<b>MAIN SWITCHGEAR</b>		
OPTION 1 - Replacement of Battery Banks with/Lead Calcium Batteries	N/A (lead calcium no provided)	N/A (lead calcium no provided)
OPTION 2 - Replacement of Battery Banks with Nickel Cadmium Batteries.	see lump sum	\$36,999.00
<b>TURBINE 1 SWITCHGEAR</b>		
OPTION 1 - Replacement of Battery Banks with/Lead Calcium Batteries	N/A (lead calcium no provided)	N/A (lead calcium no provided)
OPTION 2 - Replacement of Battery Banks with Nickel Cadmium Batteries.	see lump sum	\$40,405.00
<b>TURBINE 2 SWITCHGEAR</b>		
OPTION 1 - Replacement of Battery Banks with/Lead Calcium Batteries	N/A (lead calcium no provided)	N/A (lead calcium no provided)
OPTION 2 - Replacement of Battery Banks with Nickel Cadmium Batteries.	see lump sum	\$40,405.00
<b>TOTAL LUMP SUM OPTION 1</b>	N/A (lead calcium no provided)	N/A (lead calcium no provided)
<b>TOTAL LUMP SUM OPTION 2</b>	<b>\$148,202.61</b>	<b>\$117,809.00</b>
BATTERY INSTALLATION - Estimated length of service to complete	13 days - 109.00 hrs. \$145.00 (normal rate m-f 7a-5p); \$215 (after hrs& weekends) \$290 (holidays) \$105 (Stand by)	6- 8hr days= 48hrs
<b>HOURLY RATE BEYOND SCOPE</b>	\$ 105 (Non site Mobilization/demobilization \$90 (Mobilization/demobilization travel))	\$142/hr

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

\* Specify days/hours, etc.

\*\* Including but not limited to diagnosing and repair, for faulty wiring and circuitry)



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

---

TO: Infrastructure, Facilities and Technology Committee  
FROM: Holly F. Carpenter, Purchasing Director  
DATE: March 5, 2024  
RE: BID Report

**1. BID 24-SW-001 – Bristol Hill Sanitary Landfill – Cell No. 5 Liner Construction**

**Funding Source: Capital Project Establishment, funded from Department of Solid Waste Unappropriated Fund Balance**

**Solicitation Process: BID 24-SW-001 – Bristol Hill Sanitary Landfill – Cell No. 5 Liner Construction** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on January 17, 2024. It was also sent directly to the following nineteen (19) vendors:

Bouley Associates	Co Falter Construction Corp.	EIF Construction Corp.
Finger Lakes Construction	GM Crisalli & Associates	Hoyt Hayner Corporation
Knapp Electric	Kubricky Construction	LeChase Construction
Marcy Excavation Services	PAC Associates	Patricia Electric
Rich & Gardner Const.	Rombough Electric	Scriba Electric
Slate Hill Construction	Smith Site Development	Turner Construction
Wiltsie Construction		

Number of responses: Five (5)

**Who, by title, evaluated the bid/proposal:** Michael Lutestanski II, The Director for Solid Waste Programs, Oswego County, with Jillian Blake, P.E. Barton and Loguidice have evaluated the bids received and recommend approval to Marcy Excavation Services, and Knapp Electric.

**BID 24-SW-001 – Bristol Hill Sanitary Landfill – Cell No. 5 Liner Construction**

Name of Company	Location	Lump Sum Total	Required Documentation VRCS/NCC/VIS/RFC/SHC				
Adhan Piping Company	1865 State Route 13 Cortland, NY 13045	\$5,877,000.00	X	X	X	X	X
Knapp Electric	7012 Potter Rd. Auburn, NY 13021	\$68,900.00	X	X	X	X	X
Marcy Excavation	5835 State Route 5 Herkimer, NY 13350	\$5,400,895.95	X	X	X	X	X
Rombough Electric	PO Box 1080 Mexico, NY 13114	\$185,592.00	X	X	X	X	X
W&D Smith and Sons Construction	1249 Front Street, Suite 110 Binghamton, NY 13905	\$7,632,500.00	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

**Evaluation:** Marcy Excavation Services, and Knapp Electric are the lowest responsible bidders. There is no objection to the bidders.

**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 PURCHASING DEPARTMENT

BID COMPUTATION SHEET

OPENED: FEBRUARY 20, 2023 2:00 PM

BID 24-SW-001 CELL NO. 5

ITEM	ADHAN PIPING CO	MARCY EXCAVATION SERVICES	W&D SMITH AND SONS CONSTRUCTION CO.	
GENERAL CONTRACTOR BIDS	CORTLAND, NY	HERKIMER, NY	BINGHAMTON, NY	
CONTRACT 1A - GENERAL CONSTRUCTION	\$ 5,757,000.00	\$ 5,647,137.00	\$ 7,816,500.00	
ALTERNATE BID ITEM NO. 1	\$ 120,000.00	\$ (246,241.05)	\$ (184,000.00)	
TOTAL BID PRICE	\$ 5,877,000.00	\$ 5,400,895.95	\$ 7,632,500.00	
	KNAPP ELECTRIC	ROMBOUGH ELECTRIC		
	AUBURN, NY	MEXICO, NY		
ELECTRICAL CONTRACTOR BIDS				
CONTRACT 1B - ELECTRICAL CONSTRUCTION- LUMP SUM TOTAL	\$ 68,900.00	\$ 185,592.00		

## Raven Ahart

---

**From:** Greg Powlin  
**Sent:** Friday, February 23, 2024 9:00 AM  
**To:** Raven Ahart  
**Cc:** Joel Sharland  
**Subject:** FW: County Cell phone for Mario Gomes

Raven, is it possible to get this in for Committee?



**Gregory J Powlin**  
Director of Central Services  
**Phone:** 315.349.3525  
**Email:** [greg.powlin@oswegocounty.com](mailto:greg.powlin@oswegocounty.com)  
**County of Oswego**  
**Public Safety Center**  
39 Churchill Road  
Oswego, NY 13126

**From:** Justin Campeau <Justin.Campeau@OswegoCounty.com>  
**Sent:** Thursday, February 8, 2024 9:35 AM  
**To:** Greg Powlin <Greg.Powlin@OswegoCounty.com>  
**Cc:** Bill Bazzell <Bill.Bazzell@OswegoCounty.com>  
**Subject:** County Cell phone for Mario Gomes

Good morning, Greg. Deputy Mario Gomes is newly assigned to the Civil Division and I am requesting that he be issued a county cell phone. His duties require him to contact subjects by phone that we are attempting to serve papers to, and for those subjects to be able to contact him back in a timely fashion. If there are more steps that I need to take to get this approved, please let me know. Thank you.

**Sergeant J. Campeau**  
Oswego County Sheriff's Office  
Civil Division  
39 Churchill Rd  
Oswego, NY 13126  
(315) 349-3323 (Desk)  
(315) 529-6048 (Cell)