

Infrastructure, Facilities and Technology Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, April 2, 2024, at 3:00pm

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

COMMITTEE MEMBERS:

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

CALL TO ORDER:

Pledge of Allegiance

APPROVAL OF MINUTES:

Approval of minutes for the Infrastructure, Facilities and Technology Committee's regular meeting on March 5, 2024, and Special Meeting on March 14, 2024.

RESOLUTIONS:

- IT-1** Resolution Authorizing The Execution of an Intrastate Mutual Aid Program (IMAP) Reimbursement Agreement With the New York State Department of Transportation (Erie County/Buffalo – 2022 Storm Assistance)
- IT-2** Resolution Authorizing the Execution of an Agreement Between the County of Oswego and the New York State Office of Information Technology Services, New York State Division of Homeland Security and Emergency Services
- IT-3** Resolution Increasing Authorization of Capital Project R0121- Pulaski Courthouse
- IT-4** Resolution Awarding Professional Services Contract – RFP 24-BG-001 Architectural & Engineering Services For the Exterior Restoration & Repair – H. Douglas Barclay Courthouse
- IT-5** Resolution Establishing Capital Project No. B0124 County Route 12 Bridge Over Fish Creek
- IT-6** Resolution Appointing Members to the Oswego County Solid Waste Management Board

IT-7 Resolution Authorizing Budgetary Modification Department of Solid Waste – Unappropriated Fund Balance to Landfill and Transfer Stations Other Equipment

COMMITTEE REVIEW & DECISIONS:

- BID 24-AIR-001- Rotating Beacon
- BID 24-SW-003 – Two Closed Top Ejector Trailers
- Oswego County Airport Hanger Lease Agreement
- Request to Use DMV Parking Lot in Pulaski
- Cell Phone Request- Buildings and Grounds Cleaning Supervisor
- Oswego City School District Schedule
- Wave Disposal Fees for Oswego Health
- Wave The Fees for Mowing the Banks at Fort Ontario

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, March 5, 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 th District	Present
Stephen Walpole, Vice Chair	Legislator, 8 th District	Excused
David Holst	Legislator, 4 th District	Present
Linda Lockwood	Legislator, 11 th District	Present
John Martino	Legislator, 6 th District	Excused
Marie Schadt	Legislator, 18 th District	Present
Patrick Twiss	Legislator, 13 th District	Present
Robert Wilmott	Legislator, 18 th District	Present
Michael Yerdon	Legislator, 1 st District	Present

STAFF AND GUESTS:

Brandon Schwerdt	Holly Carpenter	Shawn Walker	Mike Lutestanski II
Greg Powlin	Kelly Jordal	Veronica Turner	Phil Church
Rick Doten	Shawn Walker	Jillian Blake	

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 Holst

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

The minutes for the Infrastructure, Facilities & Technology Committee's regular meeting on February 6, 2024, were approved.

RESOLUTIONS:

- IT-1** Resolution Authorizing Budgetary Modification – Central Services Supplement Existing Capital Project to Fund Audio/Visual Upgrades

Motion to approve: Legislator Holst

Second: Legislator Lockwood

Vote: Unanimous, motion carried

- 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-L-00090)

Motion to approve: Legislator Twiss

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

- 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

Motion to approve: Legislator Holst

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

COMMITTEE REVIEW & DECISIONS:

- BID 24-SW-002- Household Hazardous Waste

Motion to approve: Legislator Twiss

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried.

- BID 23-ERF-008 – Backup Battery Bank

Motion to approve: Legislator Holst

Second: Legislator Wilmott

Vote: Unanimous, motion carried

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

Motion to approve: Legislator Twiss

Second: Legislator Wilmott

Vote: Unanimous, motion carried

- Cell Phone Request- Sheriff's Office Civil Division

Motion to approve: Legislator Twiss

Second: Legislator M. Yerdon

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 3:32 p.m.: Legislator Twiss

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

DRAFT

Raven Ahart
Deputy Clerk of the Legislature

Infrastructure, Facilities & Technology Committee

DRAFT



MINUTES - SPECIAL MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, March 14, 2024 at 1:30pm

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

COMMITTEE MEMBERS:

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

STAFF AND GUESTS:

CALL TO ORDER:

A Regular Meeting of the Infrastructure Committee was called to order at 1:35 p.m. by Committee Chair Paul House with the Secretary to the County Attorney Present. The meeting commenced with the Pledge of Allegiance.

APPROVAL OF MINUTES:

- none

RESOLUTIONS:

- none

COMMITTEE REVIEW & DECISIONS:

- Oswego Valley ATV Club, INC., Agreement and Lease

Motion to approve: Legislator Martino

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

DEPARTMENT REPORTS:

- None

ADJOURNMENT:

Motion to adjourn at 1:37 p.m.: Legislator Twiss

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

DRAFT

Raven Ahart
Deputy Clerk of the Legislature

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTRASTATE
MUTUAL AID PROGRAM (IMAP) REIMBURSEMENT AGREEMENT WITH THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION (ERIE
COUNTY/BUFFALO – 2022 STORM ASSISTANCE)**

By Legislator Paul House:

WHEREAS, on December 22, 2022, a severe winter storm created hazardous conditions posing an imminent danger to public transportation, utility services, public health, and the public safety systems statewide and in particular within Erie County and the City of Buffalo; and

WHEREAS, on December 26, 2022, the Department submitted a Mutual Aid request to the State Division of Homeland Security and Emergency Services (DSHES), pursuant to Executive Law§ 24, requesting assistance for Erie County and local municipalities with snow removal operations focusing on the City of Buffalo where many locations within the City were inaccessible and without power; and

WHEREAS, the County of Oswego Highway Department provided snow-removal assistance in connection with the snow accumulation from the storm in Buffalo and Erie County by sending personnel, trucks and equipment in response to the mutual aid request; and

WHEREAS, the state is willing to reimburse the County of Oswego for assistance related expenses on certain terms and conditions; and

WHEREAS, a resolution is required,

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

RESOLVED, that the Chair of the Legislature and County Attorney be and are hereby authorized to execute the annexed reimbursement agreement with the New York State Department of Transportation and any other NYSDOT paperwork necessary to effectuate same.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE**YES:****NO:****ABSENT:****ABSTAIN:**



Emergency Management Assistance Compact

**Emergency Management Assistance Compact (EMAC)
Intrastate Reimbursement Summary Form R-2**

Event: 2022-12-22 Statewide Weather System - Buffalo Blizzard

Requesting State/Province: New York State DOT Date Submitted:

Resource Provider: Oswego County

Resource Provider / Vendor Number: 1000002597

State Mission Number: NY 408830 EMAC Mission Number:

Copies of all source documentation to support expenses in this claim are attached (please select):

Personnel Costs					
Total Regular Hours	\$	6,960.08	Total Regular Fringe	\$	-
Total Overtime Hours	\$	8,822.47	Total Overtime Fringe	\$	-
Total Backfill Hours	\$	-	Total Backfill Fringe	\$	-
Total Holiday Pay Hours	\$	-	Total Holiday Pay Fringe	\$	-
Total Compensatory Hours	\$	-	Total Compensatory Fringe	\$	-
				Total Personnel Costs	\$ 15,782.55
Travel Costs					
Meals: Per Diem	\$	482.41	Meals: Receipt	\$	-
Air Travel	\$	-	Airfare Baggage and Fees	\$	-
Lodging	\$	640.00	Parking/Tolls	\$	120.49
POV/GOV/Rental	\$	-	POV/GOV/Mileage and Fuel	\$	-
				Total Travel Costs	\$ 1,242.90
Equipment Costs					
Equipment by Rate	\$	22,560.81	Equipment Repair/Replacement	\$	-
				Total Equipment Costs	\$ 22,560.81
Commodity Costs					
				Total Commodity	\$ -
				Total Commodity Costs	\$ -
Other Costs					
Other by Rate	\$	-	Other by Quantity	\$	-
				Total Other Costs	\$ -
Total Reimbursement				\$	39,586.26
Total Donated				\$	-

Comments

REIMBURSEMENT PACKAGE CERTIFICATION

By signing below, you the authorized official of the Resource Provider, certifies that the totals for each category/claim represents the actual costs expended in performance of the requested services identified in the RSA/Mission Order and that all expenditures were made in accordance with the Resource Provider's pre-existing policies. You also certify that all accompanying support to the claim is source documentation and shall be considered accurate and complete.

Certified and Authorized By:

Print Name Title Date

Signature

NEW YORK STATE INTRASTATE MUTUAL AID PROGRAM (IMAP) REIMBURSEMENT AGREEMENT

This **AGREEMENT** is by and between **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT)**, with offices at 50 Wolf Road, Albany, NY 12232, hereinafter referred to as the "**Department**",

and

Oswego County, a municipality participating in the New York State Intrastate Mutual Aid Program (IMAP), with an office at 46 E. Bridge St., Oswego, NY 13126, hereinafter referred to as the "**Municipality**", both collectively referred to as "**Parties**".

WITNESSETH:

WHEREAS, the Legislature of the State of New York established an Intrastate Mutual Aid Program ("IMAP") on July 1, 2010, as codified in the Executive Law Section 29-h, which provides for the mutual assistance among the participating local governments in the prevention of, response to, and recovery from, any disaster that results in a formal declaration of an emergency by a participating local government; and,

WHEREAS, on December 22, 2022, a severe winter storm was expected to create hazardous conditions posing an imminent danger to public transportation, utility services, public health, and the public safety systems statewide; and,

WHEREAS, on December 22, 2022, the Office of the Governor of the State of New York issued Executive Order Number 26, declaring that a disaster was imminent for which the affected local governments were unable to respond adequately and declared a State Disaster Emergency effective on December 23, 2022, and directed the implementation of the State Comprehensive Emergency Management Plan and authorized State agencies to take appropriate action to protect State property and assist affected local governments and individuals in responding to and recovering from the disaster, and to provide "such other assistance as necessary" to protect the public health and safety; and,

WHEREAS, on December 26, 2022, the Department submitted a Mutual Aid request to the State Division of Homeland Security and Emergency Services (DSHES), pursuant to Executive Law Section 24, requesting assistance for Erie County and local municipalities with snow removal operations focusing on the City of Buffalo where many locations within the City were inaccessible and without power; and,

WHEREAS, pursuant to the IMAP Standard Operating Procedures, the Municipality responded as an Assisting Local Jurisdiction; and,

WHEREAS, NYSDOT is required under Executive Law Section 29-h(8)(c) to reimburse the Assisting Local Jurisdiction for any moneys paid for salaries or other compensation and traveling and maintenance expenses incurred from activities performed while rendering assistance; and,

PIN: AE22.23.701
Contract No: T041362

WHEREAS, NYSDOT is authorized to enter into this AGREEMENT pursuant to its general functions, powers and duties set forth in the New York State Transportation Law, Article II, Section 14 and do all things necessary and convenient to carry out the functions, powers and duties of NYSDOT; and,

WHEREAS, the parties desire to enter into an agreement to reimburse the Municipality as required by Executive Law Section 29-h.

NOW, THEREFORE, in consideration of the mutual benefits accruing to each of the parties hereto, it is hereby agreed as follows:

Section 1. Documents forming this Agreement

- Agreement – this document entitled “New York State Intrastate Mutual Aid Program (IMAP) Agreement”
- Appendix A – Standard Clauses for NYS Contracts
- Appendix A-1 – Supplemental Title VI Provisions
- Schedule A – Project Agreement

Section 2. Request For Reimbursement

Municipality, as an Assisting Local Jurisdiction, shall submit a request for reimbursement as required by the IMAP Standard Operating Procedures.

Section 3. Supporting Documentation

The Municipality shall provide complete and accurate supporting documentation of eligible local expenditures to NYSDOT. Supporting documentation should include NYS Intrastate Mutual Aid Resource Request Form and EMAC Intrastate Reimbursement Summary Form R-2.

Municipality shall submit all documents to:

Gregory Bailey
FEMA Coordinator, Local Program Bureau
50 Wolf Road 6th Floor, Albany NY 12232
518-457-0193
Gregory.Bailey@dot.ny.gov

Section 4. Reimbursement

Following NYSDOT approval of such supporting documentation, requests for reimbursement submitted by the Municipality shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at <https://www.osc.ny.gov/state-vendors>. Registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website at: <https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines>.

The Municipality herein acknowledges that it will not receive payment on any requests for reimbursement submitted under this Agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Section 5. Indemnification Clause

The Municipality shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the performance of work by or on behalf of the Municipality its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

Section 6. Term of Agreement

The term is identified in Schedule A executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule A.

Section 7. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no agreements, whether express or implied except as may be expressly set forth or agreed to herein. All prior agreements and understandings between the parties with respect to the

PIN: AE22.23.701
Contract No: T041362

provision of Service as provided in the attached Schedule A or any Supplemental Schedule(s) A. No change or modification in or to this Agreement shall be of any force or effect unless in writing, dated and executed by duly authorized representatives of the parties.

Section 8. Assignment or Other Disposition of Agreement

The Municipality agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

[Signatures to follow on next page]

PIN: AE22.23.701
Contract No: T041362

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by its duly authorized officers or state authorized agent

Municipality:

By: _____

Print Name: _____

Title: _____

MUNICIPALITY ATTORNEY

Approval as to Form and Consent:

By: _____

APPROVED FOR NYSDOT:

BY:

For the Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

DATE: _____

APPROVED AS TO FORM:

**STATE OF NEW YORK ATTORNEY
GENERAL**

BY:

NYS Attorney General

COMPTROLLER'S APPROVAL:

BY:

For the NYS Comptroller pursuant
to Section 112, State Finance Law

Project Agreement – Schedule A

Instruction: One Schedule may be used for all Phases

OSC Contract # T041362

Project Commencement Date: 12/20/2022

Project Completion Date: 01/20/2023

AGREEMENT PURPOSE: ☒ **MAIN** (Master) Agreement ☐ **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (Check all boxes that apply as shown in area below):

- ☒ Program Funding Only (as stated on page 1, appropriation language)
☐ Program Funding & other State Funding

PROJECT TYPE (Check only one box below):

- ☐ Aviation ☐ State System Highway/Bridge ☒ Local Highway/Bridge ☐ Other: _____

PROJECT ID NUMBER: AE22.23.701

Project: IMAP - Buffalo Blizzard Snow Removal

Location: City of Buffalo, Erie County

Project Owner/Operating & Maintenance Responsibility: N/A

Type of Organization:

- ☒ Municipality ☐ Public Authority ☐ Transportation Corporation ☐ Airport
☐ Other (list):

Check Project Phases Covered by this Agreement:

- ☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/S, & C/I

List all applicable 6 or 9-digit PIN Fiscal Shares eligible for funding (e.g., 123456.101; 123456.201): AE22.23.701

Work Type(s): Highway

A. Program Funding

Reference or, if applicable, List Project Identification Number	DESCRIPTION	Maximum Authorized Program Funding Amount
AE22.23.701	IMAP – Buffalo Blizzard Snow Removal	\$39,586.26
TOTAL		\$39,586.26

A. Summary of Approved State Funding & Other Eligible Costs UNDER THIS CONTRACT Number

List Eligible Funding Share(s) by applicable Project ID Number or PIN	PROGRAM Funds	OTHER STATE Funding (If Applicable)	LOCAL Funding (If Applicable)	TOTALS
AE22.23.701	\$39,586.26	\$	\$	\$39,586.26
TOTAL ELIGIBLE COSTS	\$39,586.26	\$	\$	\$39,586.26

B. Summary of Project Costs NOT Under this Contract #, if any (For Information Purposes Only)

List any Other Funding or Fiscal Share(s) by Project ID Number or PIN (if applicable)	List Name of Fund SOURCE Type	List any Other STATE Funding Amounts	List any Other NON-STATE (e.g. Local) Funding Amounts	TOTALS
		\$	\$	\$
		TOTAL Other Costs:	\$	\$

C. TOTAL PROJECT COST SUMMARY (all Section "B" + "C" funding listed above)

TOTAL PROGRAM SHARE	TOTAL LOCAL SHARE	TOTAL OTHER AID (including any Other State Aid)	TOTAL FUNDING (all sources)
\$39,586.26	\$ -0-	\$-0-	\$39,586.26

Footnotes:

- The Sponsor understands that funding is contingent upon the Sponsor's compliance with the program guidelines.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the

premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents,

accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within

the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that

all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development

633 Third Avenue 33rd Floor

New York, NY 10017

646-846-7364

email: mwbebusinessdev@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information

Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities

Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE COUNTY OF OSWEGO AND THE NEW YORK STATE OFFICE
OF INFORMATION TECHNOLOGY SERVICES, NEW YORK STATE DIVISION
OF HOMELAND SECURITY AND EMERGENCY SERVICES**

By Legislator House:

WHEREAS, the County of Oswego has worked with the State of New York on many levels to improve the county's network security and inter-governmental collaboration as regards common network and system threats; and

WHEREAS, the State of New York and County believe that entering into a cyber information and sharing agreement to improve collaboration on matters of mutual concern will benefit both parties and improve network security and response to potential threats alike; 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 Chair of the Legislature be, and is hereby authorized to execute the annexed agreement with the New York State Office of Information Technology Services, New York State Division of Homeland Security and Emergency Services.

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

YES:

NO:

ABSENT:

ABSTAIN:

CYBER INFORMATION SHARING AND COLLABORATION AGREEMENT
Between
the NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY
SERVICES

And
Oswego County
X050108

This Agreement, made this _____ day of _____, 20____, by and between the New York State Office of Information Technology Services with offices at Empire State Plaza, Swan Street Building Core 4, Albany, New York 12223 ("ITS"), and the New York State Division of Homeland Security and Emergency Services ("DHSES"), having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12226 (collectively referred to as the "State"), and Oswego County, having its principal place of business located at _____, hereinafter referred to as "Participating Entity." Each party to this Cyber Information Sharing and Collaboration Agreement ("CISCA or Agreement") is referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, there is established within the State a Joint Security Operations Center ("JSOC") to serve as the round the clock operational center for the purposes of sharing of cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

WHEREAS, the NY Security Operations Center Initiative ("hereafter, "NY SOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber attacks; and

WHEREAS, DHSES is required to work with federal, state, local and private entities to protect the State's critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and manmade disasters; and

WHEREAS, ITS is responsible for protecting New York State Government's cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cybersecurity across the State, partnering with State agencies and law enforcement, monitoring the State's technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, the Participating Entity provides vital services to the residents of New York State within its jurisdictional boundaries; and

WHEREAS, the Participating Entity desires to provide the State with Confidential Information or Cyber Information and logging data to contribute to an unprecedented level of visibility into potential threats across the State and increase efficiency in detecting and responding to cybersecurity events and incidents; and

WHEREAS, the State desires to receive, analyze, integrate and disseminate Confidential Information and Cyber Information from the Participating Entity and improve the State's collective cybersecurity and risk management capabilities; and

WHEREAS, the State is equipped to facilitate the exchange of Confidential Information and Cyber Information and offer a variety of services to Participating Entities, and

NOW THEREFORE, in furtherance of the above-referenced objectives the Parties desire to enter into this Agreement to share cybersecurity information and engage in collaboration activities as part of the NY SOC.

Definitions

"Authorized Activities:" Means:

- (i) A Cybersecurity Purpose; or
- (ii) The purpose of identifying a cybersecurity threat, including the source of such cybersecurity threat; or a security vulnerability;
- (iii) The purpose of responding to, or otherwise preventing or mitigating, a specific threat of death, a specific threat of serious bodily harm, or a specific threat of serious economic harm, including a terrorist act or use of a weapon of mass destruction;
- (iv) The purpose of responding to, investigating, prosecuting, or otherwise preventing or mitigating, a serious threat to a minor, including sexual exploitation and threats to physical safety.

"Confidential Information:" Means any non-public information that a Party ("Disclosing Party"), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors ("Receiving Party") or which the Receiving Party obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this Agreement.

"Cyber Information:" Means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cybersecurity investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cybersecurity including all types of security log data and telemetry from information systems and infrastructure.

“Cybersecurity Purpose.” Means the purpose of protecting an information system (of a Party) or information that is stored on, processed by, or transiting an information system from a cybersecurity threat or security vulnerability.

“Cybersecurity Threat.” Means an action that may result in an unauthorized effort to adversely impact the security, availability, confidentiality, or integrity of an information system or information that is stored on, processed by, or transiting an information system; but does not include any action that solely involves a violation of a consumer term of service or a consumer licensing agreement.

“Participating Entity.” Means a New York State local government that has entered into this Agreement that discloses Confidential Information or Cyber Information and receives Cyber Information from the State.

“Security Incident.” Means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

1. Purpose

This Agreement sets forth the terms and conditions for the sharing of Confidential Information and Cyber Information and collaborative activities to achieve a Cybersecurity Purpose, including Participating Entities’ participation in such activities. This Agreement enables the State and the Participating Entity to share Confidential Information and Cyber Information and engage in analytical collaboration activities, including technical exchanges associated with cybersecurity risks.

2. Participating Entity

2.1 The Participating Entity shall designate Points of Contact, for both Information Technology and cybersecurity related issues, who will be involved in the receipt, dissemination and accountability of the handling Confidential Information or Cyber Information on the effective date of this Agreement and annually thereafter.

2.2 The Participating Entity’s Points of Contact shall attend any State training on submission, protection and handling of Confidential Information or Cyber Information.

2.3 The Participating Entity shall submit to, and continuously update as the information changes, the State a list of Participating Entity’s contractors whose contracts include protecting the Participating Entity’s information and information systems and who therefore may participate in operational data flow and analytic collaboration activities offered by the State.

2.4 The Participating Entity may request: (A) additional information related to risk mitigation efforts; (B) collaboration regarding cybersecurity risks, or (C) briefings of specific and relevant threat topics or incidents.

2.5 The Participating Entity may supply Confidential Information or Cyber Information for a Cybersecurity Purpose. The Participating Entity may or may not own the Confidential

Information or Cyber Information or be the source of the Confidential Information or Cyber Information it produces.

2.6 The Participating Entity shall use reasonable efforts to ensure that Confidential Information and Cyber Information shared is accurate at the time that it is supplied.

2.7 The Participating Entity shall use reasonable efforts to remove from Confidential Information or Cyber Information any information not directly related to a Cybersecurity Threat that the Participating Entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual.

2.8 The Participating Entity agrees that the State may disclose, pursuant to legal and regulatory limitations, use and retain Confidential Information and Cyber Information provided to the State for an Authorized Activity.

2.9 The Participating Entity may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in authorized activities, provided that such third-party representative (1) is advised by the Participating Entity of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party,

2.10 The Participating Entity agrees that, in the event that it discloses Confidential Information and Cyber Information by mistake or in error, it shall promptly notify the State and take all reasonable steps to mitigate, including sending a versioning update, as it is able.

2.11 The Participating Entity shall share Confidential Information or Cyber Information in accordance with State guidance.

2.12 The Participating Entity shall receive Confidential Information and Cyber Information in accordance with State guidance that identifies how Participating Entities can receive Confidential Information or Cyber Information.

2.13 The Participating Entity shall use Confidential Information and Cyber Information for Authorized Activities.

2.14 The Participating Entity shall provide, if requested by the State, a written description of the technical measures and/or protections it has implemented based on State-provided Confidential Information and Cyber Information.

2.15 The Participating Entity shall ensure that any risk mitigation efforts that are based on State-provided Confidential Information and Cyber Information do not initiate communications with related threat resources defined within State provided Confidential Information and Cyber Information without first coordinating such efforts with the State unless expressly prohibited from doing so by a law enforcement agency with proper jurisdiction.

2.16 The Participating Entity shall not disclose, advertise, or publicize, absent legal compulsion or other legal requirement, the identity of any Participating Entity absent that Participating Entity's prior written consent. If Participating Entity is legally compelled to disclose such information, it shall promptly notify the subject of the disclosure unless prohibited by court order.

2.17 The Participating Entity shall work with the State to implement and maintain systems responsible for the aggregation and transmission of Confidential Information and Cyber Information to the State in a robust and secure manner.

2.18 The Participating Entity shall remain responsible for meeting any and all data retention and compliance requirements outside of the environment.

2.19 The Participating Entity shall be responsible for resolving any disruptions in Confidential Information or Cyber Information transmission to the State. Failure to do so may impact the Participating Entity's benefit from State services.

3. NYS Responsibilities

3.1 The NY SOC is a State-provided interface for the sharing of information related to cybersecurity threats, incidents analysis and warnings for State and local governments. Confidential Information and Cyber Information received by the State will be accessible by all NY SOC personnel. All NY SOC personnel who may have access to Confidential Information and Cyber Information are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of the State who may need access to Confidential Information and Cyber Information to assist the NY SOC personnel in carrying out the services described in this Agreement, are also subject to certain non-disclosure agreements.

3.2 The State shall use Confidential Information and Cyber Information solely for Authorized Activities.

3.3 The State may incorporate the non-attributable and anonymized threat, vulnerability, or risk management portion of Confidential Information and Cyber Information submitted by a Participating Entity into analytical products.

3.4 The State shall provide an integrated analysis of Confidential Information and Cyber Information and coordinate and facilitate information sharing among Participating Entities to assist in the early detection and response to cybersecurity threats and security incidents.

3.5 The State may share Confidential Information and Cyber Information with Participating Entities and other entities but shall anonymize the identity of the Participating Entity from any Confidential Information and Cyber Information before sharing with other Participating Entities and other entities, unless the Participating Entity consents affirmatively to disclosure of its identity.

3.6 The State may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in Authorized Activities, provided that such third-party representative (1) is advised by the State of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party.

3.7 The State shall coordinate periodic, relevant, technical exchanges, analytical collaboration, briefings and discussions to support the program activities described in this Agreement as appropriate.

3.8 The State shall respond to requests for information, collaboration, or briefings submitted by a Participating Entity, as appropriate and in accordance with State guidance.

3.9 The State shall maintain the mechanisms for ingesting Confidential Information and Cyber Information from Participating Entities. This pertains to all systems within the NY SOC environment.

3.10 The State shall develop guidance based on industry best practice to provide Participating Entities with instructions on how they must configure and support a secure and reliable transfer of Confidential Information and Cyber Information to the State.

4. Handling of Information

a. Confidentiality Obligations. Each Party will:

- i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Agreement;
- ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Agreement, or as otherwise set forth in this Agreement;
- iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this Agreement;
- iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
- v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
- vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of

the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:

1. Date of the unauthorized use or inadvertent disclosure;
 2. Name of the recipient of the unauthorized use or inadvertent disclosure;
 3. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
 4. Brief description of the Confidential Information or the Cyber Information used or disclosed;
 5. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
 6. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.
- vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and
- viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.

b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information

- i. The confidentiality obligations in this Agreement do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this Agreement or fault on the part of the Receiving Party; (2) the Confidential Information or Cyber Information was lawfully obtained by the Receiving Party from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Receiving Party developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Receiving Party shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that the

Receiving Party shall comply with Section 4(b)(ii) (Disclosure if Legally Compelled) below; or (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law.

ii. Disclosure if Legally Compelled

1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("FOIL") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this Agreement the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.
4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security

- i. The Parties shall store Confidential Information and Cyber Information in

a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this Agreement;

- ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this Agreement without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 4(c)(ii) will not apply to Sections 4(a) and 13 of this Agreement.

d. Coordination of Public Statements

- i. Any public references to or descriptions of the existence of or nature of this Agreement, the program activities undertaken under this Agreement by either Party, or any Analytical Products produced jointly by the Parties under this Agreement shall be done only after coordination, in writing between the Parties.
- ii. Each Party shall receive written approval from the other Party before publishing in a journal or similar publications any Confidential Information or Cyber Information provided by the other Party under this Agreement or first created or developed jointly under this Agreement.

5. TERM

The term of this Agreement shall be for a period of three years and will automatically renew annually thereafter unless a Party gives notice of termination as required under Section 6 herein. This Agreement reflects the Parties desire to enter into a long-term relationship to enhance collective cybersecurity and risk management capabilities.

6. TERMINATION

a. For Convenience

Each Party retains the right to cancel the Agreement without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the Agreement for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. For Cause

For any material breach or failure of performance of the Agreement by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the Agreement if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure. No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the Agreement shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any

similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. Termination Notice

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this Agreement.

d. Data Migration and Destruction

Upon expiration or termination of this Agreement, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this Agreement, each Party shall destroy the other Parties' Confidential Information and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>, and other sanitization and disposal standards where required by State policy or law. If immediate purging of all data storage components is not possible by a Party, that Party will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Party must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

7. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

8. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

9. NO THIRD-PARTY RIGHTS

Nothing in the Agreement shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the Agreement.

10. NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. Via certified or registered United States mail, return receipt requested;
- ii. By facsimile transmission;
- iii. By personal delivery;
- iv. By expedited delivery service; or

v. By email.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to-time designate:

ITS:

NYS Office of Information Technology Services
Division of Legal Affairs
Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
Attn: Chief General Counsel
Email: its.sm.dla@its.ny.gov

DHSES:

NYS Division of Homeland Security and Emergency Services
Cyber Incident Response Team
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: CIRT Director
Email: CIRT@dhSES.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
Office of Counsel
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: Deputy Counsel
Email: thomas.mccarren@dhSES.ny.gov

Participating Entity

Name:

Title:

Address:

Telephone Number:

E-Mail Address:

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

11. AMENDMENTS

This Agreement may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity.

12. DISPUTE RESOLUTION

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this Agreement. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

- a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.
- b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

13. INDEMNIFICATION

- a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
- b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the ITS and/or DHSES shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the ITS and/or DHSES or of its officers or employees when acting within the course and scope of their employment.

14. GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Agreement.

15. ADDITIONAL REMEDIES

In addition to any other remedies available to the Parties under this Agreement and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the Agreement.

16. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this Agreement to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

17. ASSIGNMENT

The State may assign this Agreement, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this Agreement as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by OSC, if applicable.

18. NON-WAIVER

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this Agreement shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this Agreement shall constitute a waiver of any subsequent breach or breaches of such term.

19. ENFORCEABILITY/SECTION HEADINGS

In the event any clause, or any part or portion of any clause of this Agreement shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this Agreement.

20. JURISDICTION

This Agreement shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this Agreement shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

21. EXECUTION

By execution, delivery and performance of this Agreement, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This Agreement constitutes the legal, valid, and binding obligation of the Parties hereto.

22. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

23. ORDER OF PRECEDENCE

The provisions of this Agreement and, if applicable, the Intergovernmental Agreement for the Provision of Endpoint Protection and Response Services (EDR Agreement) shall be construed and interpreted as consistent whenever possible. In the event of a conflict between the terms of this Agreement and the EDR Agreement, the terms of this Agreement shall take precedence.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

By: _____

Name: _____

Title: _____

Date: _____, 20__

CORPORATE ACKNOWLEDGMENT STATE OF _____} ss.: COUNTY OF _____} On the _____ day of _____ in the year 20__, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at _____, Town/City of _____, County of _____, State of _____; and further that s/he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of _____, s/he is authorized to execute the foregoing instrument on behalf of _____ for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public

NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES By:

_____.

Name: _____

Title: _____

Date: _____, 20__

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY
SERVICES

By: _____

Name: _____

Title: _____

Date: _____, 20__

RESOLUTION NO.

April 11, 2024

**RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT R0121
– PULASKI COURTHOUSE**

By Legislator Paul House:

WHEREAS, this body has previously approved Resolution Number 123 of 2021 for renovation and repair needs at the H. Douglas Barclay Courthouse; and

WHEREAS, this capital project authorization needs to be increased to begin engineering and architectural work; and

NOW, upon recommendation of the Infrastructure & Facilities and Finance & Personnel Committees of this Legislature; be it

RESOLVED, that the county Treasurer be, and hereby is, authorized to increase Capital Project R0121 by \$115,600 from Building Renovation Capital Reserve No. 21; 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:



Rick Doten
Superintendent

COUNTY OF OSWEGO
BUILDINGS & GROUNDS DEPARTMENT

111 East 11th Street
Oswego, N.Y. 13126

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

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of Capital Project # R0121 – Pulaski Court House.

PURPOSE: To increase the authorization level of Capital Project # R0121 -Pulaski Court House by \$ 115,600 using funding from Building Renovations Reserves.

SUMMARY: After establishing this Capital Project, the project needs to be increased to begin architectural and engineering work to start the repairs to the exterior of the building, replacing windows and restoring the steps and pillars of the historical building.

RECOMMENDED: I request the transfer of \$ 115,600 from Building Renovation Reserves to Capital Project # R0121 – Pulaski Court House.

ACTION: Transfer \$ 115,600 from the Buildings Renovation Reserve to Capitol Project # R0121 – Pulaski Court House, which will increase the authorization level to \$ 123,100.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

DEPARTMENT HEAD	DATE	COUNTY ADMINISTRATOR	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE	CHAIRPERSON	DATE
*If Personnel Services are impacted		COUNTY TREASURER	DATE

RESOLUTION NO.

April 11, 2024

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 24-BG-001 ARCHITECTURAL & ENGINEERING SERVICES FOR THE
EXTERIOR RESTORATION & REPAIR – H. DOUGLAS BARCLAY
COURTHOUSE**

By Legislator Paul House:

WHEREAS, the County issued a request for proposal for a vendor to provide Architectural & Engineering Services for the Exterior Restoration and Repair - . Douglas Barclay Courthouse; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 24-BG-001) from multiple qualified firms to provide Architectural & Engineering Services for the Exterior Restoration & Repair - H. Douglas Barclay Courthouse; and

WHEREAS, the Oswego County Buildings and Grounds Department and Oswego County Purchasing Department have reviewed the proposal received and determined the proposal from GYMO Architecture, Engineering & Land Surveying, DPC, 18969 US Route 11, Watertown, NY 13601 meets the County's needs; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Infrastructure Committee that the County of Oswego awards the professional service contract for providing Architectural & Engineering Services for the Exterior Restoration & Repair of the H. Douglas Barclay Courthouse to GYMO Architecture, Engineering & Land Surveying, DPC, 9 US Route 11, Watertown., NY 13601 at an approximate cost of \$115,600 and be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

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

YES:

NO:

ABSENT:

ABSTAIN:



OSWEGO COUNTY PURCHASING

46 E Bridge Street, Oswego NY 13126
 Phone (315)326-6052 Fax (315)342-2468
 Email: Purchasing@OswegoCounty.Com

RFP 24-BG-001 A&E SERVICES FOR THE EXTERIOR RESTORATION & REPAIR – H. DOUGLAS BARCLAY COURTHOUSE

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC
AUBERTINE & CURRIER	522 Bradley Street Watertown, NY 13601	\$119,420.00	86.7	X X X X X
DELTA ENGINEERS, ARCHITECTS & SURVEYORS	860 Hooper Road Endwell, NY 13760	\$299,500.00	78.7	X X X X X
GYMO ARCHITECTURE, ENGINEERING & LAND SURVEYING, DPC	18969 US Route 11 Watertown, NY 13601	\$115,600.00	89.0	X X X X X
LABELLA ASSOCIATES,DPC	22 Depot Street # 16 Potsdam, NY 13676	\$196,300.00	82.7	X X X X X

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 24-BG-001 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on January 26,2024. It was also sent directly to the following thirteen (13) vendors:

- Aubertine & Currier
- Barton & Loguidice, P.C.
- Bell and Spina
- C&S Engineers
- CHA Companies
- Delta Engineering
- EDR
- Foit & Albert Associates
- JMT of New York
- LaBella Associates
- Plumley Engineers
- Prudent Engineers
- Ram Tech Engineers

Number of Responses: Four (4)

**RFP 24-BG-001 – A&E EXTERIOR RESTORATION & REPAIR – H. DOUGLAS
BARCLAY COURTHOUSE**

AUBERTINE & CURRIER	<p>Pro</p> <ul style="list-style-type: none"> • Familiarity -worked on County projects before. • Locality - Watertown • 2nd lowest price • WBE and DBE Firm <p>Con</p> <ul style="list-style-type: none"> • Cost • Smaller Firm
DELTA ENGINEERS, ARCHITECTS & SURVEYORS	<p>Pro</p> <ul style="list-style-type: none"> • Size of Company • Alot of experience relating to similar projects. <p>Con</p> <ul style="list-style-type: none"> • Cost , price was extremely higher. • Proposal cost did not include Contract Admin.
GYMO ARCHITECTURE ENGINEERING & LAND SURVEYING, DPC	<p>Pro</p> <ul style="list-style-type: none"> • Lowest proposal cost • Familiarity – worked with County on past projects and is currently working on some County projects. • Locality <p>Con</p> <ul style="list-style-type: none"> • Smaller Firm
LABELLA ASSOCIATES,DPC	<p>Pro</p> <ul style="list-style-type: none"> • Past Experience working with the County. • Larger Firm with good resources. • Numerous Office locations <p>Con</p> <ul style="list-style-type: none"> • Cost

Proposals Reviewed By:

Rick, Doten, Matt Kitts and Holly Carpenter.

Evaluation Summary: The evaluation committee reviewed and rated the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to Gymo Engineers.

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

RFP 24-BG-001 - A Exterior Restoration Repair - H. Douglas Barclay Courthouse

Total Points	Evaluation Criteria	Aubertine & Currier			Delta Engineers			Gymo Architecture & Engineering			LaBella		
		HC	MK	RD	HC	MK	RD	HC	MK	RD	HC	MK	RD
40	Evaluator Experience & Capabilities	35	34	35	37	37	35	34	35	35	37	37	35
30	Management Outline and Project Approach	28	28	27	28	26	25	27	28	27	28	27	25
10	Business & Organization	8	8	7	9	8	8	8	9	7	9	8	8
20	Cost	18	18	14	8	10	5	20	19	18	10	14	10
100	Total Points	89	88	83	82	81	73	89	91	87	84	86	78
Rating per Evaluation		86.7			78.7			89.0			82.7		

RD Rick Doten
 HC Holly Carpenter
 MK Matt Kitts

RESOLUTION NO.

April 11, 2024

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0124 COUNTY
ROUTE 12 BRIDGE OVER FISH CREEK**

By Legislator Paul House:

WHEREAS, the CR 12 bridge over Fish Creek, BIN 3313530, in the Town of Schroepfel, Oswego County, New York has several bridge superstructure components that are not functioning as originally designed; and

WHEREAS, this bridge received two Yellow Structural Flags in 2020. Due to the condition of the steel the Highway Department has decided to replace the entire superstructure; and

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$175,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0124 CR 12 bridge over Fish Creek.

Capital Project No. B0124**Total Authorization**Bridge – CR 12 Bridge
over Fish Creek

\$175,000

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE**YES:****NO:****ABSENT:****ABSTAIN:**



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8712 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the CR 12 bridge over Fish Creek, BIN 3313530, in the Town of Schroepfel, Oswego County, New York.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0124 with an authorization level of \$175,000 for the replacement of the CR 12 bridge over Fish Creek.

SUMMARY: This project is necessary to begin work on replacing the superstructure of the bridge. The bridge received two Yellow Structural Flags in 2020. Due to the condition of the steel the entire superstructure needs to be replaced or the bridge will continue to be flagged and eventually will have to be closed to traffic.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0124.

Shawn Walker
Highway Superintendent

Date

**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.

April 11, 2024

**RESOLUTION APPOINTING MEMBERS TO THE OSWEGO COUNTY SOLID
WASTE MANAGEMENT BOARD**

By Legislator Paul House:

WHEREAS, Local Law #3 of 2008 establishes that the membership of the Oswego County Solid Waste Management Board shall be appointed annually by the Legislature; and

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

RESOLVED, that the following named persons be, and hereby are, appointed members of the Oswego County Solid Waste Management Board for terms to expire December 31, 2024.

Mr. Lee McMillen Hannibal

Hon. James Weatherup, as Chairman of Legislature

Hon. Linda Lockwood, Volney

Ms. Sandra Green, Volney

Mr. Martin Miller, Novelis

Mr. Herman Jordal, Felix Schoeller

Mr. Todd Butler, Butler Disposal Systems

Hon. Paul House, as Chairman of the Infrastructure Committee

Mr. Shawn Walker, County Superintendent of Highways

Mr. Craig Rebecor, Oswego City DPW Commissioner

Mr. Michael Lutestanski II, Director of Solid Waste Programs

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: Appoint of Solid Waste management Board Members

DATE: March 18, 2024

Local Law #3 of 2008 establishes that the membership of the Oswego County Solid Waste Management Board shall be appointed annually by the Legislature. The following named persons be, and hereby are, appointed members of the Oswego County Solid Waste Management Board for terms to expire December 31, 2024. There are 3 vacancies that the board will canvass the county to fill.

Mr. Lee McMillen Hannibal

Hon. James Weatherup, as Chairman of Legislature

Hon. Linda Lockwood, Volney

Ms. Sandra Green, Volney

Mr. Martin Miller, Novelis

Mr. Herman Jordal, Felix Schoeller

Mr. Todd Butler, Butler Disposal Systems

Hon. Paul House, as Chairman of the Infrastructure Committee

Mr. Shawn Walker, County Superintendent of Highways

Mr. Craig Rebeor, Oswego City DPW Commissioner

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF SOLID WASTE- UNAPPROPRIATED FUND BALANCE TO LANDFILL AND
TRANSFER STATIONS OTHER EQUIPMENT**

By Legislator Paul House:

WHEREAS, The Department of Solid Waste has had to remove multiple pieces of rolling equipment from service, due to use and age, to maintain material flows at various transfer stations, the landfill, the ERF and proper landfill management, Oswego County Dept of solid waste requests the funding from the unappropriated fund balance to purchase two (2) compact loaders, one (1) additional ejector trailer for MSW, one (1) Dirt roller/vibrating compactor; 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: Solid Waste and Transfer Stations Budgetary Modification Unappropriated fund balance to
Other equipment – For Various Solid Waste Mobile Equipment

DATE: March 18, 2024

The Department of Solid Waste continues to repair and maintain mobile equipment that has high hours and is aging. Last year (2023) we purchased 5 ejector trailers for hauling msw, the plan for this year is for 2 which have been budgeted for (and are currently out for bid). I would like to increase that from 2 to 3.

We currently have a 1987 BOMAG dirt roller/vibrating compactor that is worn out, (very difficult to source parts for) and it is an open cab. The rules now call for anything on the landfill to be an enclosed cab. We use the roller to build and maintain the roads, and slopes on the landfill. We have rented a 2023 unit, (for \$4,500.00 a month) and would like to purchase this unit.

We are also having major issues with our fleet of wheeled loaders. We currently have a full size wheel loader at each transfer. They are units that cycled through the ERF as unit loaders and have 20,000 plus hours on them. Due to the materials handled and the environment, the electronics and wiring have corrosion and animal damage. The emissions systems, engines are wearing out and need to be replaced, which on the tier 4 emission systems, can be 15-20K, engine rebuild/replace is 30-40k. Going forward we will plan better for the spending on aged equipment vs replacing the equipment and machine usage. We can utilize a compact loader at some of the transfers vs a full size loader and a skidsteer. This will potentially eliminate the need for some of the skidsteers as well. The compact loaders also fall below the DEF horsepower requirement for emissions. We are currently renting a large wheel loader for our operations at Bristol Hill for \$4,500.00 per month.

The dept would like to purchase 2 compact loaders, one for Bristol Hill Transfer and one for Hannibal Transfer. These are 90k each, the MSW Ejector trailers are \$96.4k ea, and a 2023 roller is 112k. The total for this budget modification is \$388,400.00

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

Mar-24

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
CL	159900					Solid Waste Unappropriated Fund Balance	(388,400.00)
			CL8160	526000		Other Equipment	388,400.00

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

***If Personnel Services are impacted**



OSWEGO COUNTY PURCHASING

46 East Bridge Street, Oswego, NY 13126

Phone (315) 326-6051 Fax (315) 342-2468

Email: Purchasing@oswegocounty.com

TO: Infrastructure, Facilities and Technology Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: April 2, 2024
RE: BID Report

1. BID 24- AIR-001 – ROTATING BEACON

Funding Source: Operating budget

Solicitation Process: BID 24-BG-001 – Rotating Beacon was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on February 13, 2024. It was also sent directly to the following eleven (11) vendors:

- Airport Lighting Company
- Baseline King Corp
- Hewitt Young Electric
- Knapp Electric
- Kobo Utility
- Patrica Electric
- Ridley Electric
- Rombough Electric
- Scriba Electric
- Trimble Services, LLC
- Upstate Company

Number of responses: Three (3)

Who, by title, evaluated the bid/proposal: Brandon Schwerdt with the Oswego County Airport and Tyler Long, with C&S Engineers have evaluated the bids received and recommend approval to Baseline King Corporation.

BID 24-AIR-001 – ROTATING BEACON

Name of Company	Location	Total Cost	Required Documentation VRCS/NCC/VIS/RFC/SHC					
Baseline King Corp	111 Liberty Lane Barnevald, NY 13304	\$234,980.00	<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				
Fisk Electric, LLC	1423 N. Salina Street Syracuse, NY 13208	\$319,582.00	<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				
Rombough Electric	PO Box 1080 Mexico, NY 13114	\$303,546.80	<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: Baseline King Corporation, 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.

**BID OPENING
FOR THE
AIRPORT BEACON REPLACEMENT PROJECT
AT THE
OSWEGO COUNTY AIRPORT
FULTON, NEW YORK
Bid Reference No: BID 24-AIR-001
AIP Project No. TBD
NYSDOT Project No. IDB**

CONTRACTOR	BASE BID	TOTAL
1. BASELINE KING CORPORATION	\$234,980.00	\$234,980.00
2.FISK ELECTRIC	\$319,582.00	\$319,582.00
3.ROMBOUGH ELECTRIC	\$ 303,546.80	\$303,546.80
4.	\$	\$
5.	\$	\$
6.	\$	\$



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

TO: Infrastructure, Facilities and Technology Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: April 2, 2024
RE: BID Report

1. NID 24-SW-003 – Two (2) Closed Top Ejector Trailers

Funding Source: Operating budget

Solicitation Process: **BID 24-SW-003 – Two (2) Closed Top Ejector Trailers** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on March 5, 2024. It was also sent directly to the following four (4) vendors:

- Acc Advantage
- J&J Truck Bodies & trailers
- KNL Holdings
- Spector Manufacturing

Number of responses: Two (2)

Who, by title, evaluated the bid/proposal: Mike Lutestanski, Director of Solid Waste has evaluated the bids received and recommend approval to Spector Manufacturing, Inc.

BID 24-SW-003 – Two (2) Closed Top Ejector Trailers

Name of Company	Location	Total Cost	Required Documentation VRCS/NCC/VIS/RFC/SHC				
KNL Holdings, LLC	603 N 3 rd Ave Paragould, AR 72450	\$108,472.00 ea \$217,484.00(LS for two)	X	X	X	X	X
Spector Mfg Inc.	Industrial Park Road St, Clair PA 17970	\$96,369.00 ea. \$192,738.00(LS for two)	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: Spector Manufacturing, 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.



**OSWEGO COUNTY PURCHASING DEPARTMENT
BID COMPUTATION SHEET**

**OPENED: MARCH 19, 2024
BID 24-SW-003 - TWO(2) CLOSED TOP
EJECTOR TRAILERS**

VENDOR	TOTAL COST SINGLE UNIT	LUMP SUMP BID PRICE	ANY ADDITIONAL COSTS	V R C S	N C C	V I S	R F C	S H C
KNL HOLDINGS, LLC	\$108,742.00	\$217,484.00	N/A	X	X	X	X	X
SPECTOR MFG	\$96,369.00	\$192,738.00	N/A	X	X	X	X	X

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

**OSWEGO COUNTY AIRPORT
VOLNEY, NEW YORK
COMMERCIAL AVIATION HANGAR LAND LEASE**

THIS LEASE AGREEMENT, dated this 1st of April, 2024, by and between the **COUNTY OF OSWEGO**, a municipal corporation of the State of New York, with its principal office located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126 (hereinafter referred to as the "County") and **BRIAN COLUMBO, d/b/a/ Big Boy Jet Toys**, an individual residing at 27 West Bridge Street, Oswego, New York 13126 and having a principal place of business at 40 Airport Drive, Hangar L, Fulton, New York 13069 (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, the County herein is the owner of the Oswego County Airport located in the Town of Volney, County of Oswego, State of New York (hereinafter described) which is shown on an amended Master Plan of Oswego County Airport, Oswego, New York, dated September 1, 1973, and adopted by the Director of the Oswego County Planning Board September 1973, and approved by the Federal Aviation Agency in 1973 showing a portion of such airport to be made available pursuant to Section 352-a of the General Municipal Law of the State of New York; and

WHEREAS, Local Law Number 2 of 2001 provides a procedure for the leasing of facilities at the Oswego County Airport; and

WHEREAS, the Tenant proposes to lease from the County, the area, as herein set forth, which the County deems advantageous to itself and to the efficient operation of the Airport; and

WHEREAS, the Tenant has indicated a willingness and ability to properly keep and maintain and improve said ground in accordance with standards established by the County if granted a lease of sufficient term of said ground area; and

WHEREAS, the Tenant desires to obtain and avail itself of the said privileges, rights, uses and interests herein; and

WHEREAS, THIS AGREEMENT has heretofore been duly authorized by act of the Infrastructure and Facilities Committee of the County of Oswego at a regular meeting held at the Legislative Office Building, Oswego, New York on the ____ day of April, 2024.

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

**ARTICLE I.
PREMISES AND PRIVILEGES**

1. **DESCRIPTION OF PREMISES DEMISED.** The County, in consideration of the compensations, the sundry covenants and agreements set forth herein to be kept and performed by the Tenant, does hereby and by these presents does demise and lease unto the Tenant upon the considerations hereinafter set forth, all of which the Tenant accepts, the following land as is more particularly set forth on **Exhibit A** attached hereto and made a part hereof (hereinafter called the "leased Land") and attendant privileges, uses, rights and interests hereinafter described. The location of the leased land being set forth are stipulated and agreed between the parties to be correct, and by reference made a part hereof, together with the general use of all public airport facilities in common with other authorized airport uses and improvements of a public nature which are now or may hereafter be connected with or appurtenant to said Airport except as hereinafter provided, to be used by Tenant and/or its sub-leases for commercial hangar operations only as herein defined. For the purpose of this lease "public airport facilities" shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, roadways, sidewalks, navigational aids, lighting facilities, or other public things appurtenant to said Airport.
2. It is mutually agreed that the right to use said public airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the Laws of the United States of America and the State of New York, and the rules and regulations promulgated by their authority, including those promulgated by the Federal Aviation Administration, with reference to aviation and air navigation, and in accordance with all applicable law, rules, regulations and ordinances of County now in force or hereafter prescribed or promulgated by authority or by law.
3. **PRIVILEGES, USES, RIGHTS AND INTERESTS.** In addition to the general privileges, uses, rights and interests, attaching to the demised land hereinbefore described and without limiting the generality thereof, the following particular privileges, uses, rights and interest are demised to the Tenant, to-wit:
 - a. The storage of Tenant-owned or leased aircraft, minor maintenance thereupon and other lawful commercial aviation activities.
 - b. The loading and unloading of aircraft in connection with any lawful aviation activities or permitted uses hereunder.
 - c. The use in common with other authorized users of said airport facilities and navigational aids and facilities relating thereto for purposes of landing, takeoffs, and taxiing of aircraft.
 - d. The unrestricted use of and a right of ingress to and egress from the demised premises without charge therefor, for Tenant's aircraft over the rights-of-ways hereinbefore described, except as is otherwise provided herein.

- e. This is a lease of the land underlying the building only. While rights of access to and use of Airport facilities may run concurrently with this lease, this lease does not confer to the tenant the right to store vehicles, equipment, or aircraft outside of the premises demised except that the Tenant has the right to tie down up to four (4) aircraft associated with Tenant's business interests and activities without charge to run concurrently with this lease.

ARTICLE II. OBLIGATIONS OF COUNTY

1. County warrants to the Tenant peaceful possession and quiet enjoyment of the leased premises during the term hereof upon performance of Tenant's covenants herein.
2. County covenants that it has entered into sponsor's agreements with the United State Government as consideration of various governmental grants pursuant to the Federal Airport Act, (U.S. Code Annotated Title 49, Chapter 14), and that it , or its successors and assigns will continue to operate and maintain the Airport and its public airport facilities, as defined in Article 1, Paragraph 1, of this agreement as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government under the Federal Airport Act. Therefore, the County may, but shall not be obligated to maintain the Airport under the terms of this lease.
3. The County does not assume any responsibility as to the present condition of the leased land and does not assume responsibility for maintenance, upkeep or repair necessary to keep the premises in a safe serviceable condition.
4. County agrees to perform normal snow removal services as required. Theses services to be performed on all aircraft operating surfaces as soon as practical after any snowfall. Nothing herein shall be construed as limiting the County's ability to close the Airport due to inclement weather, including snowfall.

ARTICLE III. OBLIGATIONS OF TENANT

1. At all times, the use and occupancy of said premises by the Tenant shall be without cost or expense to the County. The Tenant hereby assumes sole responsibility for any utilities, real property taxes, special district taxes, special assessments, fees or ad valorem levies attributable to this Lease and/or the Tenant's use and enjoyment of the premises. Failure to pay same shall be deemed a breach of this lease.
2. Tenant agrees, at its own expense, to cause the lands demised and the improvements and appurtenances thereto, to be maintained in a presentable condition, in compliance with all federal, state and local codes and regulations, consistent with good business practice and equal in appearance and character to other similar improvements on said Airport.

3. Tenant agrees to cause to be removed at its own expense from the leased premises all waste, garbage and rubbish, and agrees not to deposit the same on any part of the Airport, except Tenant may deposit same for a period of not more than one (1) week on the demised premises in connection with the collection or removal of same.
4. The Tenant shall save the County harmless of and from any and all costs or charges incurred by the Tenant during the term and/or additional successive terms hereof.
5. Tenant will not suffer nor permit to be maintained upon the outside of any improvements on the lease premises, any billboards, or advertising signs except that Tenant may maintain neatly painted electric or neon sign or signs, however, as to their size, construction, location, content, color and general appearance to be approved by the Highway Superintendent or his designee.
6. Tenant and its subtenants, employees, agents and servants will obey such reasonable rules and regulations as may, from time to time, be promulgated by County and the Highway Superintendent, or his authorized agents in charge of the Airport, to ensure the safe and orderly conduct of operations and traffic to, from or upon the demised premises, and Tenant and its tenants will obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of New York for like purposes.
7. Tenant accepts the leased land "*AS IS*" in its present condition.
8. Nothing herein shall be deemed to relieve the Tenant from Airport use charges, landing fees, fuel taxes, or other fees as levied generally by the County directly upon the operation of aircraft.
9. Tenant agrees that all construction and improvements, including plans, proposals, materials and designs shall be subject to the approval of the Highway Superintendent, and Tenant shall not commence the construction of any improvements on the demised premises without the prior written approval of the Highway Superintendent.
10. Tenant agrees to comply with the provisions of General Municipal Law, §§ 103-a and 103-b and State Finance Law, § 139-b, as amended.
11. The Tenant will pay the specified rent, at the times and in the manner above provided.
12. The Tenant will not let, assign, or sub-let the Premises, or any part thereof, nor use the same for any purpose other than above mentioned, nor assign, mortgage or pledge this lease without the written consent of the County Highway Superintendent first had and obtained. All Aircraft housed pursuant to a sub-lease or assignment must be registered with the Airport Office.
13. The Tenant shall comply with all statutes, ordinances, rules and requirements of all Federal, State and Local governments, and every department thereof, applicable to the Premises and will not do or permit to be done any act upon the premises, or place or permit to be placed upon the Premises, any material or substance, whereby the hazard of

fire or the rate of fire insurance upon the building or its contents may be increased, or which shall be in violation of the rules or requirements of the New York Board of Fire Underwriters or of the provisions of the New York State standard form of fire insurance policy.

14. To the extent that potable water is required by the Tenant, Tenant shall provide same at its own cost and expense.

ARTICLE IV. TERM OF LEASEHOLD

1. The term of this lease shall run through **APRIL 1, 2024**, commencing on the date and year first written hereinabove.
2. In the event that any governmental agency by order or otherwise required the use of the Oswego County Airport, and for any or all of the properties connected therewith or used incidental thereto, including the demised premises, by reason of war or governmental emergency, or should the County deem the closure or sale of the Airport to be in the public interest, the County shall be released and relieved from any and all responsibility to the Tenant for the performance of this agreement during the term of such governmental possession or occupancy and this lease and all of the terms and conditions hereof shall be suspended during said period.
3. That upon the termination of such governmental possession and occupancy, this Lease may, at the option of the Tenant, be extended and continued for a period equal to the period of government possession and occupancy, under the same terms and conditions of this Lease. Nothing herein contained shall be construed to restrict Tenant's right to compensation or claim against said governmental agency as may be provided by law by reason of the taking, use and occupancy of the demised premises in accordance with the provision of this paragraph.

ARTICLE V. RENT AND RENEWALS

1. For the area of the Lease shown on **Exhibit A**, which is an area of 3800 square feet for the hangar footprint, and as is more particularly defined in Article I, Paragraph 1, a rental of \$0.40 per square foot per year, or of **ONE THOUSAND FIVE HUNDRED TWENTY AND 00/100 DOLLARS (\$1,520.00)** per year, payable in advance to the County of Oswego on or before the first day of January each year of the Lease Term. Should the Lease be signed in the middle of a year, the annual rent shall be pro-rated on a monthly basis. Nothing contained herein shall be construed as impairing the County's ability to collect actual, back or delinquent rents. Should this lease supersede an existing lease with the county, the rent already paid in the calendar year of execution to the county shall be credited toward the rent due hereunder.

2. Additionally, commencing with the execution of this lease and as shown on **EXHIBIT A**, Tenant shall rent an additional 600 square foot parcel of land adjacent to the current footprint of Hangar L to be used for the placement of an 8'x40' metal storage container to be used only for aircraft parts storage. The additional rent for this parcel which shall be part of the leased premises subject to all terms and conditions of this Lease is \$0.40 per square foot per year, or **TWO HUNDRED FORTY AND 00/100 DOLLARS (\$240.00)** per year payable with the rents due in paragraph 1 of this section. Should this lease commence mid-year, the rents shall be pro-rated. Should the container be removed in a subsequent lease term, this additional rent shall cease but no refunds shall be given by the County. The storage container shall be painted to match Hangar L. In the event a potential tenant needs this parcel to construct a permanent structure, the storage container shall be removed by the Tenant within 60 days of notification and at no cost to the County. The property will be restored to original condition in the same timeframe. Any and all site drainage is the responsibility of the Tenant and so as not to interfere with Airport property drainage. Site preparation and any utility coordination is the sole responsibility of the Tenant. Any damage caused during the site prep or placement of the storage container is the sole responsibility of the Tenant. A Certificate of Insurance naming the County of Oswego as an additional insured is required for all contractors performing work on Airport property will be presented to and approved by the Airport Manager prior to commencing any work on site. Access for contractors will be the sole responsibility of the Tenant, holder. All contractor movements will be escorted by the Tenant and will in no way interfere with aircraft or County operations. Should the storage container become unsafe, inconvenient or an "eyesore," the Tenant will be notified to remove it from site and will have 60 days to do so at no cost to the County. No flammable liquids, fuels or combustible materials are to be stored inside the storage container above those needed for single oil changes. When not in use, the container shall be secured with doors closed and locked.
3. This Lease may be renewed for additional five (5) year terms, subject to the approval of the Infrastructure and Facilities Committee and the Superintendent of Highways and further subject to the rent adjustments herein.
4. The County shall have the right to increase the amount of rental for renewal terms. Such increase, if any, shall be limited to the amount equal to the consumer price index (CPI) over the previous 5-year period, or 10% whichever is less.

ARTICLE VI.

QUIET ENJOYMENT OF PREMISES, SUBORDINATION OF LEASE

1. Tenant upon observing the terms and provisions hereof, shall lawfully, peacefully and quietly hold and occupy and enjoy the said premises herein described during the term of this lease.
2. The Lease and all provisions thereof shall be subject and subordinate to all the terms and conditions of the instruments and document now or hereafter in effect between the County and the United States of America, the execution of which has been or may be required as a condition precedent to a grant of Federal funds, and the expenditure thereof

for the development of Oswego County Airport and this Lease shall be given only such effect as will not be in conflict or be inconsistent with such terms and conditions.

3.

ARTICLE VII. NOTICES

1. Notices to County shall be deemed sufficient, if in writing and mailed by Registered Mail, postage prepaid, addressed to the Superintendent, Oswego County Highway Department, 31 Schaad Drive, Oswego, New York 13126, or to such other address as may be designated in writing from time-to-time. Notices to Tenant shall be deemed sufficient, if in writing and mailed, postage prepaid, addressed to Tenant at the address indicated hereinabove.

ARTICLE VIII. GENERAL PROVISIONS

1. **NET LEASE.** This Lease, in every sense, shall be without cost to the County for the normal maintenance of the demised premises. It shall be the sole responsibility of the tenant to keep, maintain, repair, and operate the entirety of the demised premises and all improvements and facilities placed thereon at the Tenant's sole cost and expense including Real Property Taxes, utilities and other special assessments.
2. **INDEMNIFICATION.**
 - a. The Tenant agrees that it will indemnify and save harmless the County of Oswego and its agents and officers, from all costs, damages, claims, suits or actions of every name or description brought against the County, its officers or agents, for or on account of any injuries or damages to person, including death, or property received or sustained by any person or persons directly or indirectly by reason of any negligent act or omission on the part of the Tenant, its agents or servants, or by reason of the filing of any mechanic's lien against the leased premises, or arising out of Tenant's use and occupation of the premises herein under this Lease or in the conduct of its operations at Oswego County Airport, and Tenant agrees to defend any and all claims or actions made or brought against the County by reason of or arising out of this Lease receiving notice of such claim or action from the County or the Highway Superintendent thereof.
 - b. Tenant agrees that, in the event any mechanic's lien is filed against Tenant or the County for materials furnished or labor or services performed for Tenant on or in connection with the leased premises or any action is brought in connection with the leased premises or any action is brought in connection therewith against Tenant, County, or both, and such mechanic's lien is not promptly discharged by Tenant by payment, Tenant will forthwith obtain a discharge of such lien by making an offer to pay and paying into Court sufficient monies to obtain a discharge thereof in accordance with the provisions of Section 55 and other pertinent provisions of the Lien Law, and Tenant will obtain such discharge of lien at its own expense.

- c. Should Tenant's building be destroyed or damaged by fire, act of nature or other means, Tenant shall repair or remove same within 90 days of the occurrence of said damage. Failure to do so will constitute a breach hereunder and may result in the removal of the remaining structure, upon notice by the County, the cost of which will be charged back to the tenant as rent.

3. **INSURANCE.**

- a. The Tenant 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.
- b. The Tenant shall have furnished to the Oswego County Attorney's Office a certificate of insurance which shall evidence all of the above requirements of insurance. Said certificate must contain specific language so as to adequately advise the County of the Tenant's compliance with the aforesaid requirements of insurance, including, but not limited to, specifically detailing the types, amount and duration of the insurance coverage 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 any changes in relation to 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 Agreement, a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Oswego County Attorney.

4. **RESERVATIONS.**

- a. The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport and to prevent the Tenant from erecting or permitting to be erected, any building or other structure on the Airport which in the opinion of the Highway Superintendent would limit the usefulness of the Airport or constitute a hazard to the safety of persons or aircraft.
- b. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit regardless of the desires or views of the Tenant, and without interference or hindrance from the Tenant.
- c. The County reserves the right to close the airport on a temporary basis due to inclement weather, commercial traffic, military maneuvers, air shows, special events.

ARTICLE IX. GENERAL PROVISIONS

1. The paragraph heading contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

2. The standards of operation as pertains to the appearance of the premises shall be at least equal to the highest quality by similar type Tenants at other airports in the United States.
3. Any questions or complaints regarding the appearance of the premises or other standards of operation or public safety which shall be reported to the Highway Superintendent shall be subject to his review. He may take such action as he deems appropriate in the particular circumstance.
4. **Assignment and Subletting:** Tenant shall not pledge or assign this Lease, nor sublet said premises or any part thereof, without first obtaining the written consent thereto of the Highway Superintendent of the County of Oswego. Assignment without first obtaining written approval shall constitute a material breach of this Agreement. Any aircraft stored on the premises pursuant to a sublease or assignment of lease must be registered at the Airport office.
5. This Lease shall be governed by the Laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.
6. **Service of Process:** In addition to the methods of service allowed by the Civil Practice Law and Rules, ("CPLR") and the Real Property Actions and Proceedings Law, the Tenant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Tenant's actual receipt of process or upon the County's receipt of the return thereof by the US Postal Service as refused or undeliverable. Tenant must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Tenant shall have thirty (30) calendar days after service hereunder is complete in which to respond.
7. **Lease Binding on Heirs, Successors and Assigns:** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Landlord and Tenant hereto, but nothing contained herein shall be construed as a consent by the Landlord to any assignment of this Lease by Tenant.
8. **Waiver:** The waiver of any breach of any of the provisions of this Lease by the County or Tenant shall not constitute a continuing waiver or a waiver of any subsequent breach by County or Tenant either of the same provision or of another provision of this Lease.
9. **Amendment:** No amendment or modification to any provision of this Lease shall be valid unless made in writing and agreed to and signed by both Landlord and Tenant.
10. **Sole and Only Agreement:** This instrument constitutes the sole and only agreement by and between Landlord and Tenant respecting said premises or the leasing of said premises and any equipment or personal property subject to this lease to Tenant or Landlord. It correctly sets forth the obligations of Landlord and Tenant to each other as of this date, and any agreements or representations respecting said premises, the equipment or personal property subject to this Lease, or their leasing by Landlord to

Tenant not expressly set forth herein are null and void. Any prior leases between the parties covering the same leasehold premises are revoked by execution of this document.

11. If any provision of his Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

ARTICLE X. TERMINATION, DEFAULT AND BREACH PROVISIONS

1. **Termination:** This Lease may be terminated by either party upon ninety (90) days written notice, with any prepaid rents pro-rated and returned upon surrender of the premises.
2. **Default by Tenant:** Should Tenant be in default for a period of more than thirty (30) days in the payment of any rent hereunder or in the performance of any other provision of this Lease, the County may terminate this Lease and regain possession of the demised Premises in the manner provided by the laws of unlawful detainer in the State of New York in effect at the date of such default.
3. **Landlord's Election to Continue Lease During Breach:** At County's sole option, should Tenant have breached this Lease and abandoned said Premises, this Lease shall continue in full force and effect for so long as Landlord does not terminate Tenant's rights to possession, and Landlord may enforce all of the available rights and remedies under this Lease, including the right to recover rent as it becomes due, except in the case of an abandonment as a result of a supervising state or local agency's requirement due to a condition of the Premises.
4. **Holdover by Tenant:** Should Tenant remain in possession of the demised Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions of this Lease but shall be terminable upon thirty (30) days written notice served by either the Landlord or the Tenant on the other party to this Lease.
5. **Acts Constituting a Breach by Tenant:** Tenant shall be guilty of a material breach of this Lease should Tenant:
 - a. Fail to pay any rent or other sum becoming due and payable hereunder on the date that it becomes due; or
 - b. Default in the performance of or breach of any provision, term, covenant or condition of this lease; or
 - c. Breach this Lease and abandon said premises prior to the expiration of the full term of this Lease; or

- d. Use of premises for a commercial/business undertaking except as provided herein.
6. **County's Remedies for Breach of Lease:** Should the Tenant be in material breach of this Lease as defined herein, County, in addition to any other remedies allowed to the County at law or equity, the County may:
- a. Continue this Lease in effect by not terminating Tenant's right to possession of said Premises and thereby be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due and payable hereunder;
 - b. Terminate this Lease and Tenant's right to possession of said Premises and commence an action or proceeding against Tenant to recover:
 - 1. The value and sum total of the unpaid rent due and owing at the time of the termination of this Lease; and
 - 2. The value and sum total by which the unpaid rent would have been earned *but for* termination of this Lease exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; and
 - 3. Commence, in lieu of, or in addition to, the action or proceeding described hereinabove, an action to re-enter and to regain possession of said Premises in the manner provided by law.

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

COUNTY OF OSWEGO

TENANT

Shawn P. Walker, Highway Superintendent

Brian Columbo, Tenant

Lease approved by the Infrastructure and Facilities Committee on March ____, 2024.

Acknowledgment

State of New York)
County of Oswego) ss:

On March_____, 2024, before me, the undersigned, personally appeared **SHAWN P. WALKER, SUPERINTENDENT OF HIGHWAYS FOR THE COUNTY OF OSWEGO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Acknowledgment

State of New York)
County of Oswego) ss:

On March_____, 2024, before me, the undersigned, personally appeared **BRIAN COLUMBO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Legend

Colombo Exhibit A



PROP

PRESERVATION REVITALIZATION OF PULASKI P.O. BOX 621 PULASKI, NY 13142

Bonnie Finnerty
PROP Representative
P.O. Box 621
Pulaski, New York 13142
Pulaski.prop@gmail.com

March 14, 2024

Mr. Rick Doten
Director Oswego County Buildings and Grounds
111 East 11th Street
Oswego, New York 13126
Terri.Bernys@oswegocounty.com

Re: Request to use DMV parking lot located in Pulaski

Dear Mr. Doten:

On behalf of the Preservation and Revitalization of Pulaski (PROP) not-for-profit group, I respectfully request the use of the parking lot located west of and adjacent to the Department of Motor Vehicles office in the Village of Pulaski for use during the Pulaski Farmers Market. PROP provides the legal oversight for the Pulaski Farmers Market, held every Friday evening June through September.

I respectfully request the use of the parking lot every Friday from 3:30pm-8:00pm, June 7, 2024 through September 27, 2024 for food truck set up and parking overflow. Our market is located in the historic South Park directly across from the Pulaski DMV. The Market is growing and current parking and vendor set up space is limited.

I recognize if approved we will need to work in collaboration with the existing entities that utilize the parking lot on Fridays until end of day as our requested set up access time may overlap with the closing times of the existing entities. We are willing to work together with all involved as this collaboration is mutually beneficial and the expansion of the Market will definitely benefit the community.

Thank you in advance for considering our request. Kindly advise me if additional information is needed to help you make your decision. I look forward to hearing from you soon.

Sincerely,

Bonnie Finnerty
Bonnie Finnerty, PROP representative



Rick 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

March 19, 2024

To: Greg Powlin

From: Rick Doten *RD*

Re: Cell phone

I am requesting a cell phone for our new cleaning supervisor, Dominique Crisafulli.

The Cleaning Supervisor is in charge of the cleaning staff for this department. The cell phone will allow the cleaning staff to reach their supervisor for any questions or concerns they may have. This will also help with the delivery of supplies throughout the county facilities.

Should you require additional information, please contact me.



Sports: Baseball (Boys), Softball (Girls)

Levels: All

Facilities: All

Game types: All

Dates: from Mar 11, 2024 to Jun 15, 2024

Opponents: All

Home/Away: home

League/Non-League: All

DATE	START TIME	GAME TYPE	SPORT	LEVEL	LOCATION
Apr 12, 2024, Fri	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
Apr 15, 2024, Mon	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
Apr 18, 2024, Thu	4:30 PM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
Apr 19, 2024, Fri	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
Apr 23, 2024, Tue	11:00 AM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
Apr 24, 2024, Wed	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
Apr 26, 2024, Fri	11:00 AM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
May 2, 2024, Thu	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (Blue)	Legends Fields- Field #5 (MOD BB)
May 2, 2024, Thu	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (White)	Legends Fields- Field #6 (MOD BB)
May 3, 2024, Fri	4:30 PM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
May 3, 2024, Fri	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
May 3, 2024, Fri	5:00 PM	Regular Season	Softball (Girls)	Modified 7/8/9	Legends Fields- Field #2 (MOD SB)
May 7, 2024, Tue	4:30 PM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
May 8, 2024, Wed	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
May 8, 2024, Wed	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (Blue)	Legends Fields- Field #6 (MOD BB)
May 8, 2024, Wed	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (White)	Legends Fields- Field #5 (MOD BB)
May 9, 2024, Thu	4:30 PM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
May 11, 2024, Sat	11:00 AM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
May 14, 2024, Tue	4:30 PM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
May 15, 2024, Wed	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
May 15, 2024, Wed	4:30 PM	Regular Season	Softball (Girls)	Modified 7/8/9	Legends Fields- Field #2 (MOD SB)
May 17, 2024, Fri	4:30 PM	Regular Season	Baseball (Boys)	Junior Varsity	Fort Ontario Park Baseball Field
May 17, 2024, Fri	4:30 PM	Regular Season	Softball (Girls)	Varsity	Legends Fields- Field #1 (V SB)
May 17, 2024, Fri	4:30 PM	Regular Season	Softball (Girls)	Modified 7/8/9	Legends Fields- Field #2 (MOD SB)
May 20, 2024, Mon	4:30 PM	Regular Season	Softball (Girls)	Modified 7/8/9	Legends Fields- Field #2 (MOD SB)

DATE	START TIME	GAME TYPE	SPORT	LEVEL	LOCATION
May 22, 2024, Wed	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (White)	Legends Fields- Field #5 (MOD BB)
May 23, 2024, Thu	5:00 PM	Regular Season	Softball (Girls)	Modified 7/8/9	Legends Fields- Field #2 (MOD SB)
May 29, 2024, Wed	4:30 PM	Regular Season	Softball (Girls)	Modified 7/8/9	Legends Fields- Field #2 (MOD SB)
May 31, 2024, Fri	4:30 PM	Regular Season	Softball (Girls)	Modified 7/8/9	Legends Fields- Field #2 (MOD SB)
Jun 3, 2024, Mon	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (White)	Legends Fields- Field #2 (MOD SB)
Jun 3, 2024, Mon	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (Blue)	Legends Fields- Field #6 (MOD BB)
Jun 5, 2024, Wed	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (White)	Legends Fields- Field #5 (MOD BB)
Jun 5, 2024, Wed	4:30 PM	Regular Season	Baseball (Boys)	7th/8th (Blue)	Legends Fields- Field #5 (MOD BB)
					Legends Fields- Field #6 (MOD BB)

Date: 2024-02-21



Chairman James Weatherup
Oswego County Building
46 East Bridge Street
Oswego, New York 13126

March 7, 2024

Dear Chairman Weatherup,

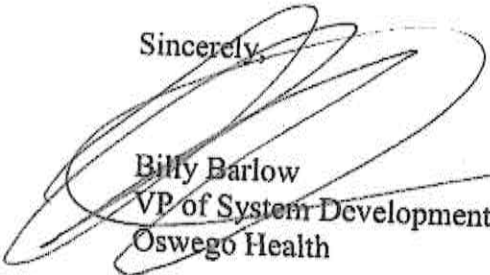
Oswego Hospital, Physician Care, PC, and Seneca Hill Manor, Inc. use Change Healthcare to deliver claims to insurance companies for services rendered to patients. Change Healthcare has been the victim of a cyberattack resulting in a system outage since February 21, 2024 and has not been able to provide an update as to when services will be restored. This means very little revenue is coming into our system for an extended period of time creating, as you can imagine, a financial hardship. In fact, we just sent to our vendors communication to consider temporarily increase payment terms by 30 days from our current arrangement. We would expect to return to our typical payment terms within 60 days of resolution of the system outage.

The reasoning for writing today is to ask for the same consideration and extension for invoices associated with the 460 Park Street demolition project as part of the Fulton Downtown Revitalization Initiative and the Fulton RESTORENY grant. Oswego Health has been hauling debris to the Bristol Hill landfill via Rowlee Construction trucks. We currently owe the county \$100,852.40 for our February transactions at the land fill. We ask that late fees/interest be waived for this invoice for at least thirty days or until a solution is met involving the Change Health cyberattack.

Rowlee Construction is very close to completion of the project and should only have very few small truckloads of debris to bring to the landfill moving forward. We feel the project conducted by Oswego Health, in partnership with the City of Fulton, drastically improves a major thoroughfare through the community and generates some momentum for the City of Fulton's revitalization efforts. For those reasons, and many more, we kindly ask for consideration of waiving late fees and interest while we navigate this enormous obstacle.

Should you need any additional information or have other questions, please feel free to contact me at 315-349-5994 or wbarlow@oswegohealth.org.

Sincerely,



Billy Barlow
VP of System Development & Public Affairs
Oswego Health