

AGENDA
COMMON COUNCIL MEETING
OCTOBER 9, 2018

PUBLIC HEARING – Re: Proposed Amendments to the Code of the City Of Oswego, Chapter 257, Vehicles and Traffic, Section 257-26(D), Parking in Public Space Restricted 7:05 p.m.

PUBLIC HEARING – Re: Proposed Amendments to the Code of the City Of Oswego, Chapter 257, Vehicles and Traffic, Section 257-27, Winter Parking Restrictions 7:10 p.m.

PUBLIC SESSION 7:15 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL FOR REGULAR MEETING 7:30 p.m.

MAYOR'S REPORT TO THE COMMON COUNCIL

- RESOLUTION NO. 353 – Approve Minutes Common Council Meeting Held September 24, 2018
354 – Appoint Commissioner of Deeds
355 – Approve Use of Public Space – Daniel Batchelor, Owner of a Single Family Dwelling Located at 149 West Eighth Street, In Order to Install a Four Foot High Gate
356 – Approve Use of Public Space – Michael Belden, Owner of a Single Family Dwelling Located at 169 East Sixth Street, In Order to Install a New Covered Porch
- *INTRODUCTION OF PROPOSED LOCAL LAW NO. *6 OF THE YEAR 2018 – A LOCAL LAW AMENDING CHAPTER 59, ALCOHOLIC BEVERAGES, OF THE CODE OF THE CITY OF OSWEGO, NEW YORK
- 357 – Authorize Public Hearing – Re: Proposed Local Law No. *6 of the Year 2018 – A Local Law Amending Chapter 59, Alcoholic Beverages, of the Code of the City of Oswego, New York
358 – Approve Proposed Amendments To the Code of the City of Oswego, Chapter 257, Vehicles And Traffic, Section 257-26(D), Parking in Public Space Restricted
359 – Approve Proposed Amendments To the Code of the City of Oswego, Chapter 257, Vehicles And Traffic, Section 257-27, Winter Parking Restrictions
360 – Authorize Mayor to Enter Into an Agreement with Brown and Caldwell Engineers, Inc. for Asset Registry/CMMS Services at The West Side Wastewater Treatment Plant
361 – Authorize Mayor to Sign Change Order No. 1 with Barrett Paving For the 2018 Milling and Paving Project
362 – Authorize Mayor to Sign Change Order No. 1 with Scriba Electric, Inc. for the East Side Wastewater Treatment Plant Dewatering Equipment Replacement Project
363 – Authorize Mayor to Enter Into an Agreement with the Victor Orlando Woolson Foundation, Inc. (VOW) for the Drug Abuse Resistance Education (D.A.R.E.) Program
364 – Accept Proposal Submitted by GHD Consulting Services, Inc. for the West Side Wastewater Treatment Plant Stormwater Pollution Prevention Project
365 – Accept Proposal Submitted by Jacob A. Cooper to Provide Architectural Services at the Animal Shelter as Part of the New York State Companion Animal Capital Fund Grant
366 – Approve Request to Seek Bids for the Replacement of Roofs on Several City-Owned Buildings

- 367 – Grant Blanket Authorization to Hold Auctions Through Auctions International
- 368 – Approve Sponsorship of the CNY Great Pumpkin Festival for the Year 2018
- 369 – Approve Transfer of Funds From Within the Fire Department
- 370 – Approve Transfer of Funds From Within the Water Department
- 371 – Waive Rules of the Common Council to Present Resolution No. 372 From the Floor Without Committee Consideration
- 372 – Authorize Mayor to Enter Into an Agreement with Pyrotecnico for The Fireworks Display at the Annual Tree Lighting and Further Authorize the City Chamberlain to Advance Funds for Same
- 373 – Adjournment

*INTRODUCTORY NUMBER ONLY

Common Council Proceedings

IN COMMON COUNCIL

Tuesday Evening October 9, 2018

Meeting Called to Order at 7:06 P.M.

Public Hearing

7:05 P.M.

ROLL CALL

	PRESENT	ABSENT
His Honor the Mayor	✓	
Councilor McBrearty	✓	
Councilor DeMassi		✓
Councilor Hill, Jr.	✓	
Councilor Wilmott	✓	
Councilor Gosek		✓
Councilor Tesoriero, Jr.	✓	
Councilor Corradino	✓	

Excused

Excused

9-27-18

**999 LEGAL
NOTICES**

#336 LEGAL NOTICE

PUBLIC HEARING

PUBLIC HEARING
TAKE NOTICE, that pursuant to a resolution adopted by the Common Council of the City of Oswego, New York, at a meeting held Monday evening, September 24, 2108, a Public Hearing will be held Tuesday evening, October 9, 2018 at 7:05 p.m. in the Common Council Chambers, 13 West Onelda Street, Oswego, New York, on the following proposed amendment to the Code of the City of Oswego, New York, Chapter 257, Vehicles and Traffic.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OSWEGO, NEW YORK, AS FOLLOWS:

The Code of the City of Oswego, New York, Chapter 257, Article VI, Section 257-26 (D), is hereby amended to read as follows:

AMEND TO READ:
ARTICLE VI

Parking, Standing and Stopping

§ 257-26. Parking in public space restricted.

D. No person shall henceforth park any vehicle between the curb and a private property line on any street.

This Ordinance shall take effect after approval by the Mayor of the City of Oswego, New York and ten (10) days after the first publication thereof in the official newspaper of the City of Oswego, New York, as required by §C8-12 of the Charter of the City of Oswego, New York.

BY ORDER OF THE
COMMON COUNCIL

Mark Tesoriero,
City Clerk
Dated: Oswego, New
York, this 25th day of
September, 2018
#336 September 27,
2018

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor HillRESOLVED, that this Public Hearing now adjourn at 7:07 p.m.

AYES AND NAYS CALLED			ABSENT/
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

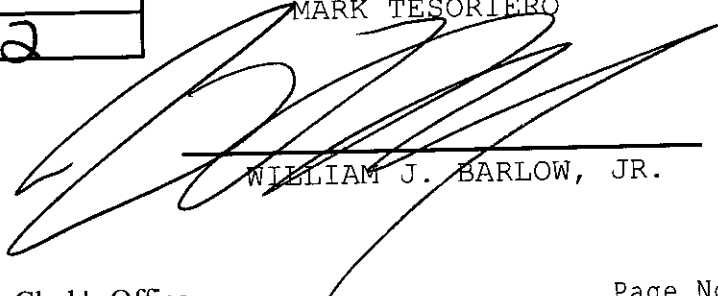
ADOPTED LOST

Approved October 10, 2018

I certify that the foregoing resolution
 was duly passed by the Common Council
 on the 9th day of October 2018


 MARK TESORIERO

City Clerk


 WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by City Clerk's OfficePage No.

Common Council Proceedings

IN COMMON COUNCIL

Tuesday Evening October 9, 2018

Meeting Called to Order at 7:10 P.M.

Public Hearing

7:10 P.M.

ROLL CALL

	PRESENT	ABSENT
His Honor the Mayor	✓	
Councilor McBrearty	✓	
Councilor DeMassi		✓
Councilor Hill, Jr.	✓	
Councilor Wilmott	✓	
Councilor Gosek		✓
Councilor Tesoriero, Jr.	✓	
Councilor Corradino	✓	

Excused

Excused

9-27-18

#337 LEGAL NOTICE

PUBLIC HEARING

PUBLIC HEARING - TAKE NOTICE, pursuant to a resolution adopted by the Common Council of the City of Oswego, New York, at a meeting held Monday evening, September 24, 2018, a Public Hearing will be held Tuesday evening, October 9, 2018 at 7:10 p.m. in the Common Council Chambers, 13 West Oneida Street, Oswego, New York, Chapter 257, Vehicles and Traffic.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OSWEGO, NEW YORK AS FOLLOWS:

The Code of the City of Oswego, New York, Chapter 257, Vehicles and Traffic, Section 257-27, Winter Parking Restrictions, is hereby

amended as follows:

ARTICLE VI

Parking, Standing and Stopping

AMEND TO READ:

§257-27 Winter parking restrictions.

A. Duration of ban. There shall be imposed a ban on parking on all streets within the City limits of the City of Oswego from December 1 of each year until March 31 of the following year. The Mayor may, at the Mayor's discretion, initiate the ban earlier than December 1, or extend the ban beyond March 31, based upon weather conditions. During the period of the ban, no vehicle may park on the streets of the City of Oswego.

B. Parking in downtown areas. There shall be no parking on downtown streets, during the period of the ban, from 2:00 a.m. to 6:00 a.m. Downtown streets shall be defined as: West 1st Street and West 2nd Street from West Oneida Street to West Cayuga Street; Water Street; West Bridge Street from West 1st Street to West 4th Street; East 1st Street from Oneida Street to the north dead end; East 2nd Street from Route 104 East to East Cayuga Street, and Route 104 East from East 1st Street to East 4th Street. The Common Council, by further resolution, may change which streets shall be considered to be downtown.

C. Parking in residential areas. There shall be no parking on residential streets from 12:00 midnight to 6:00 a.m. during the period of the ban. All streets not designated as downtown streets shall be considered residential streets.

D. Winter parking permits.

(1) As an exception to the winter parking ban, residents to whom winter parking permits have been issued shall be permitted to park in designated spots on City streets within residential areas with the limitations as hereinafter set forth. In order to obtain a parking permit, a resident must submit an application.

(2) Application.

(a) Permit applications shall be made available on the City website and from the City

Councilors.

(b) The applicant shall

provide:

[1] Applicant's name, address and telephone number;

[2] Verification of ownership of and occupancy in the residence near which the applicant is applying for a designated parking spot.

(c) The application must be signed by the applicant and shall contain a statement that, by signing the application, the applicant verifies that:

[1] The applicant is aware of all parking regulations of the City of Oswego, and those which apply specifically to the winter parking ban and agrees to abide by them.

[2] The applicant is aware that the permit may be revoked at any time by the Chamberlain's office, at the request of the Councilor for that ward, for a violation of those parking regulations and that, in the event of a revocation on the basis of such a violation, the applicant will not be entitled to a reimbursement of any part of the fee paid for the parking permit.

[3] The applicant waives any and all rights, and holds the City harmless and indemnifies the City for any damage occurring to or caused by the vehicle of the applicant, whether due to the plowing of the streets by the City or otherwise, while parked on a City street in exercise of the permission to park pursuant to the parking permit.

[4] The applicant acknowledges that granting of permission to park on the street is not a right or privilege, but rather a revocable license issued by the City, and that the granting of a permit for one winter season does not guarantee that the permit holder will receive a permit for the following or any subsequent winter season and the applicant waives all right to make any claim of detrimental reliance.

[5] The applicant is aware that the permit is issued to the applicant for the parking of only the vehicle described in the application and is nontransferable.

(3) Permit fee.

(a) Properties with no off street parking option as outlined below:

[1] The first parking permit application fee will be \$75.

[2] The second parking permit application fee will

be \$150.

(b) Properties with one off street parking space and two or more vehicles. The permit application fee will be \$150.

(c) In the event the application is granted, Payment must be received at the City Chamberlain's Office before the parking permit sign will be installed.

(d) The Common Council shall establish the annual application fees each year for subsequent years by resolution. The fees established for the preceding year shall remain in effect unless the Common Council adopts new fees by resolution.

(e) The fee must be paid annually for each vehicle for which a permit is issued.

(4) Issuance.

(a) Residents without sufficient off-street parking, as hereinafter described, may apply for a permit to park on, or near, the residential street on which they reside during the winter parking ban. Spaces will be placed as specified below.

(b) Factors which must exist to allow granting of permits shall include:

[1] The applicant has no existing driveway, parking spot or parking pad that would allow the applicant to park at his or her residence, or the applicant has only one parking spot at his or her residence.

[2] The applicant must be a resident of the City of Oswego and must be residing on the street on which applicant is applying to park.

[3] The vehicle for which the permit is issued must be titled and registered to, or leased by, the applicant.

[4] There must be sufficient road frontage to allow the applicant to park in a designated spot without blocking existing driveways or crosswalks. If, in the opinion of the Commissioner of the Department of Public

Works, there is insufficient space on the street to accommodate all of the vehicles for which applications have been submitted, the Commissioner may locate the permitted parking space in the nearest location that allows for the safe egress of emergency vehicles and the efficient clearing of snow as outlined below. If there is still not enough space to accommodate the applications received, the Commissioner shall first deny applications by applicants who already have sufficient space in their driveway or parking lot to park one vehicle. If there is still insufficient space on the street to accommodate all the vehicles for which applications have been submitted, residents to whom parking permits shall be issued shall be chosen by a lottery to be conducted by the Commissioner.

(c) The application shall be submitted to the Chamberlain's office. The Chamberlain shall distribute a copy of the application to the Department of Public Works and to the Councilor of the ward in which the property is located for review and approval by the Commissioner of the Department of Public Works.

(d) Applications may be submitted between August 1 and November 1 of each year. The Common Council may change the annual application acceptance period by resolution. The application acceptance period for the preceding year shall remain in effect unless and until the Common Council adopts a new acceptance period by resolution.

(e) The application shall require the approval of the Commissioner of the Department of Public Works. If the application receives the approval of the Commissioner of the Department of Public Works, the Chamberlain shall issue the parking permit to the applicant for the vehicle described in the application.

(f) The permit shall be granted only for the one

winter season for which it was issued and shall expire at the end of that season. There shall be no reimbursement of any part of the application fee if the Mayor ends the winter parking ban before March 31.

(g) If the permit holder sells or otherwise transfers the vehicle for which the permit was issued, the permit shall be revoked and there shall be no reimbursement of the application fee. However, the permit holder may apply to the Chamberlain for reissuance of the parking permit for the remainder of the permit period for another vehicle owned by the permit holder without the payment of another fee. The reissued parking permit shall be subject to the same limitations as the original parking permit.

(5) Designated parking spot.

(a) Permit holders shall have a designated parking spot assigned on, or near, the street of the applicant's residence in a location deemed appropriate by the Commissioner of the Department of Public Works (DPW), and the DPW shall install a sign at that location which shall contain the following statement: "Reserved Parking By Permit Only, 10:00 p.m. - 6:00 a.m. All Others Will Be Towed."

(b) Restrictions on placing Winter Parking Ban permitted parking spaces:

[1] Signs shall be placed at least 25' from any driveway. (The steering wheel must be lined up with the sign. Not the front or back of car.)

[2] Parking spots shall be placed on one side of the street only.

[3] Parking spots shall not be permitted on streets 28' wide and under.

[4] Complaints concerning placement of an individual parking space shall be direct to the Councilor of the ward in which the complainant resides.

(c) The DPW shall remove the sign each year after the winter parking ban has ended.

(d) It shall be the responsibility of the permit holder to notify the Oswego Police Department (OPD) in the event that an unauthorized vehicle has parked in the permit holder's designated spot.

(e) During the period of the winter parking ban, the permit holder may only park his or her vehicle in his or her designated spot.

(6) Limitations.

(a) Properties with NO off street parking:

[1] No more than two designated spots may be issued to an Owner Occupant with NO off street parking regardless of the number of vehicles or properties owned by the resident.

[2] No more than two designated spots may be issued for each address, with off street parking, regardless of the number of residential units contained in a residence or the number of occupants residing in the residence.

(b) Properties with ONE off street parking space and two or more vehicles:

[1] No more than ONE designated spot may be issued to an Owner Occupant with one existing off street parking space and two or more vehicles, regardless of the number of vehicles or properties owned by the resident.

[2] No more than ONE designated spot may be issued for each address with ONE existing off street parking space, regardless of the number of residential units contained in a residence or the number of occupants residing in the residence.

(c) Permits shall only be issued to applicants who are owner occupant of residential real property located in the area where they are applying to park.

(d) The permit shall allow the permit holder to park

only in his or her designated spot.

(e) Any posted parking limitations or temporary or emergency parking bans or limitations shall supersede and override the winter parking permit. A winter parking permit does not allow the permit holder to park in violation of any such bans or limitations.

(f) No permits shall be issued to nonperson entities such as partnerships, unincorporated associations, corporations or LLC's.

E. Denial of parking permits.

(1) No such permit shall be granted to or renewed for an applicant who is in violation of any City of Oswego code, ordinance or local law (hereinafter "violations") or who owes property taxes, water or sewer fees, special assessments, fines for violations of City ordinances or any other fees or past-due monies of any name or nature owed to the City of Oswego (hereinafter "unpaid monies").

(2) The applicant shall have the burden of providing proof in a form acceptable to the Department that there are no such violations or unpaid monies.

(3) In the event that the applicant has accrued violations or unpaid monies, such permit or renewal thereof shall be denied regardless of whether such violations or unpaid monies relate to a parcel of real property for which the application is made or another parcel owned by the applicant or are personal to the applicant.

(4) In the event that the applicant has accrued violations or unpaid monies, such permit or renewal thereof shall be denied regardless of whether such violations or unpaid monies occurred or accrued before the effective date of this section.

(5) Such permit, once granted, shall be revoked in the event that the applicant accrues violations

or unpaid monies, or violations or unpaid monies are discovered, after the permit is granted. The revocation shall take effect five business days after receipt by the permit holder of notice from the City of Oswego of the pending revocation. Upon such revocation, all permitted activities and privileges shall immediately cease.

(6) No application fees shall be refunded upon revocation of the permit.

(7) The applicant must reapply for the issuance of such revoked permit by submitting a new application and paying all necessary application fees, and any such permitted activities or privileges may only be resumed once a new permit has been granted.

(8) If an applicant has a substantial interest in a nonperson entity which owes such unpaid monies or has accrued such violations, that person's application for a parking permit shall be denied. A "substantial interest" shall mean an ownership interest of more than 10% of membership on the governing board of, holding an office in, or holding the ability to cast or control more than 10% of the votes in, such entity.

This Ordinance shall take effect after approval by the Mayor of the City of Oswego, New York and ten (10) days after the first publication thereof in the official newspaper of the City of Oswego, New York, as required by §8-12 of the Charter of the City of Oswego, New York.

BY ORDER OF THE COMMON COUNCIL

Mark Tesoriero,
City Clerk
Oswego, NY this
25th day of September,
2018
#337 September, 27
2018

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

RESOLVED, that this Public Hearing now adjourn at 7:15 p.m.

AYES AND NAYS CALLED			ABSENT/
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO

City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR.

Mayor

Common Council Proceedings

IN COMMON COUNCIL

Tuesday Evening October 9, 2018

Meeting Called to Order at 7:30 P.M.

Regular Meeting

ROLL CALL

	PRESENT	ABSENT
His Honor the Mayor	✓	
Councilor McBrearty	✓	
Councilor DeMassi		✓
Councilor Hill, Jr.	✓	
Councilor Wilmott	✓	
Councilor Gosek		✓
Councilor Tesoriero, Jr.	✓	
Councilor Corradino	✓	

Excused

Excused

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor McBrearty

RESOLVED, that the minutes of the Regular Common Council Meeting held Monday evening, September 24, 2018, be and they hereby are approved and accepted.

AYES AND NAYS CALLED			ABSENT
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr. <u>NO</u>	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

(ADOPTED) LOST

Approved October 10, 2018

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

October 9, 2018

To the Honorable, the Common Council
The City of Oswego, New York

Councilors:

We, the undersigned, hereby petition your Honorable body for
Appointment as Commissioner of Deeds in and for the City
of Oswego, New York for a term of two years next following:

Respectfully submitted,

Gary J. Ludwigsen
Eric A. Ingerson
Cheryl N. Boynton

125 East Fourth Street
457 West Fourth Street South
25 Ingersoll Drive

Oswego, NY 13126
Fulton, NY 13069
Fulton, NY 13069

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Resoriero

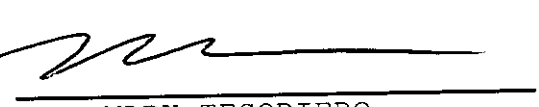
RESOLVED, that the foregoing named persons be and they hereby are appointed Commissioner of Deeds in and for the City of Oswego, New York for a term of two years next following.

AYES AND NAYS CALLED			ABSENT/
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr. ^{AD}	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

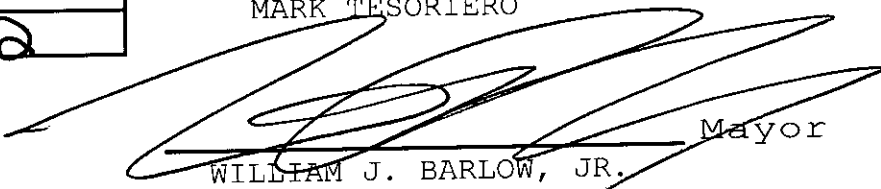
ADOPTED LOST

Approved October 10, 2018

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018


 MARK TESORIERO

City Clerk


 WILLIAM J. BARLOW, JR.

Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 09/27/2018

- ☐ Planning & Development
- ☒ Physical Services
- ☐ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Parks & Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☒ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Waterfront Department |
| | ☐ Other |

Re: Use of Public Space
169 East Sixth Street
City of Oswego

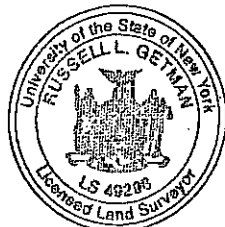
Dear Councilors:

Forwarded herewith is a request to use public space, submitted by Michael Belden, owner of a single-family dwelling at 169 East Sixth Street located in the Fourth Ward, for proposed use of public space seven foot by thirteen foot (7'-x13') for new covered porch wood deck with pergola between the sidewalk and right-of-way fronting East Sixth Street, as shown on attached site plan.

/dma

Ordered filed and printed with the proceedings.

WEST EIGHTH STREET



EDGE OF PAVEMENT

BLACKTOP

PROPOSED USE OF PUBLIC SPACE FOR NEW 4' HIGH CURB

SIDEWALK

BUSHES

HOUSE 0.7' CLEAR

CONC. DRIVE

PORCH

CONCRETE WALK

BLACKTOP DRIVE

0.3' OVER

EAST STREET LINE
59.0' TO NORTH LINE
WEST ONEIDA STREET

N / F
ANDREW J. BUCHER R-2010-003544

TWO STORY FRAME
HOUSE No. 149

S 68°00' W 33.33'

HOUSE

N / F
WILMA CASTIGLIA
R-2012-011082

S 22°00' E 38.23'

20

REVISED AND RECERTIFIED JULY 12, 2018

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS
MAP IS MADE FROM AN ACTUAL SURVEY OF THE PROPERTY
SHOWN HEREON, COMPLETED JULY 12, 2018

OSWEGO, NY JULY 16 2018

LICENSED LAND SURVEYOR
L. S. No. 49298

- LEGEND -
- x - x - FENCE
 - - I. P. FOUND
 - ⊙ - I. P. SET

SEE MAP BY THIS OFFICE DATED
APRIL 1, 1987, REVISED AND
RECERTIFIED APRIL 27, 1987

N / F
MICHAEL A. D'AMICO
1124 / 119

GARAGE

EASEMENT TO D'AMICO
1110 / 256

CONCRETE WALK

SEE BOUNDARY LINE AGREEMENT
1110 / 256

N / F
DANIEL J. BATCHELOR
R-2002-009844

N / F
DAVID KEENER
R-2006-007502

UNAUTHORIZED ALTERATION OR ADDITION TO A BOUNDARY
SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL
IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE
NEW YORK STATE EDUCATION LAW.

ONLY COPIES OF THE ORIGINAL OF THIS SURVEY MARKED
WITH AN ORIGINAL OF THE LAND SURVEYOR'S SEAL AND
SIGNATURE IN GREEN INK SHALL BE CONSIDERED TO BE
VALID TRUE COPIES.

NOTES -

- SUBJECT TO ANY FACTS AN ACCURATE AND UP TO DATE
ABSTRACT OF TITLE WILL SHOW
- SETTING OF PROPERTY MARKERS NOT INCLUDED UNLESS
SPECIFICALLY REQUESTED. A REASONABLE ADDITIONAL
CHARGE WILL BE MADE FOR ADDITIONAL WORK.

TM 128.61-02-24 FB 50-26 CC 47-06

MAP OF -

SUB. 14 & PART OF SUB. 20
BLOCK 28, THIRD WARD
CITY OF OSWEGO
OSWEGO COUNTY, NEW YORK

RUSSELL L. GETMAN
LICENSED LAND SURVEYOR
1324 COUNTY ROUTE 7
OSWEGO, NEW YORK 13126
OFFICE (315) 564-5790
FAX (315) 564-7112

SCALE 1" = 10'
DATE APR. 27, 1987
FILE No. 87178

355

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, Mr. Batchelor, property owner of a single-family dwelling at 149 West Eighth Street, located in the Third Ward, requests the use of public space for a four foot (4') high gate between the sidewalk and property line; fronting West Eighth Street as shown on attached site plan; and

WHEREAS, the use of such area of public space will not interfere with utilities, vehicular or pedestrian traffic; now, therefore be it

RESOLVED, that permission is hereby granted Mr. Batchelor to use the aforementioned area of public space; and, be it further

RESOLVED, that the granting of the use of such public space shall be contingent upon receipt by the City Clerk from Mr. Batchelor of an Indemnification and Hold Harmless Agreement and Waiver, agreeing to release and indemnify the City of Oswego from any liability arising from the use of such area of public space; and, be it further

RESOLVED, that the use of aforementioned area of public space shall be transferable in the event of any change in ownership of the aforementioned property and, be it further

RESOLVED, that upon future sale of the aforementioned property by Mr. Batchelor, it shall be his responsibility to notify the intending purchaser of the requirement to file their individual Hold Harmless Agreement and Waiver with the City Clerk's Office upon completion of such property transfer; and, be it further

RESOLVED, that the use of such area of public space shall be revocable by the Common Council should any problem arise resulting from the use thereof.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty <u>NO</u>	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Physical Services
Committee

Chairman Hill

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of OCTOBER 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 09/27/2018

- ☐ Planning & Development
- ☒ Physical Services
- ☐ Administrative Services
- ☐ Human Services

Fr: Office of

- ☐ City Attorney
- ☐ City Chamberlain
- ☐ City Clerk
- ☒ City Engineer
- ☐ Community Development
- ☐ Dept. of Fire
- ☐ Dept. of Personnel
- ☐ Dept. of Police

- ☐ Purchasing Agent
- ☐ Parks & Recreation
- ☐ Sewage Treatment Plant, E/W
- ☐ Traffic Engineering
- ☐ Dept. of Water
- ☐ Dept. of Works
- ☐ Zoning & Planning
- ☐ Waterfront Department
- ☐ Other

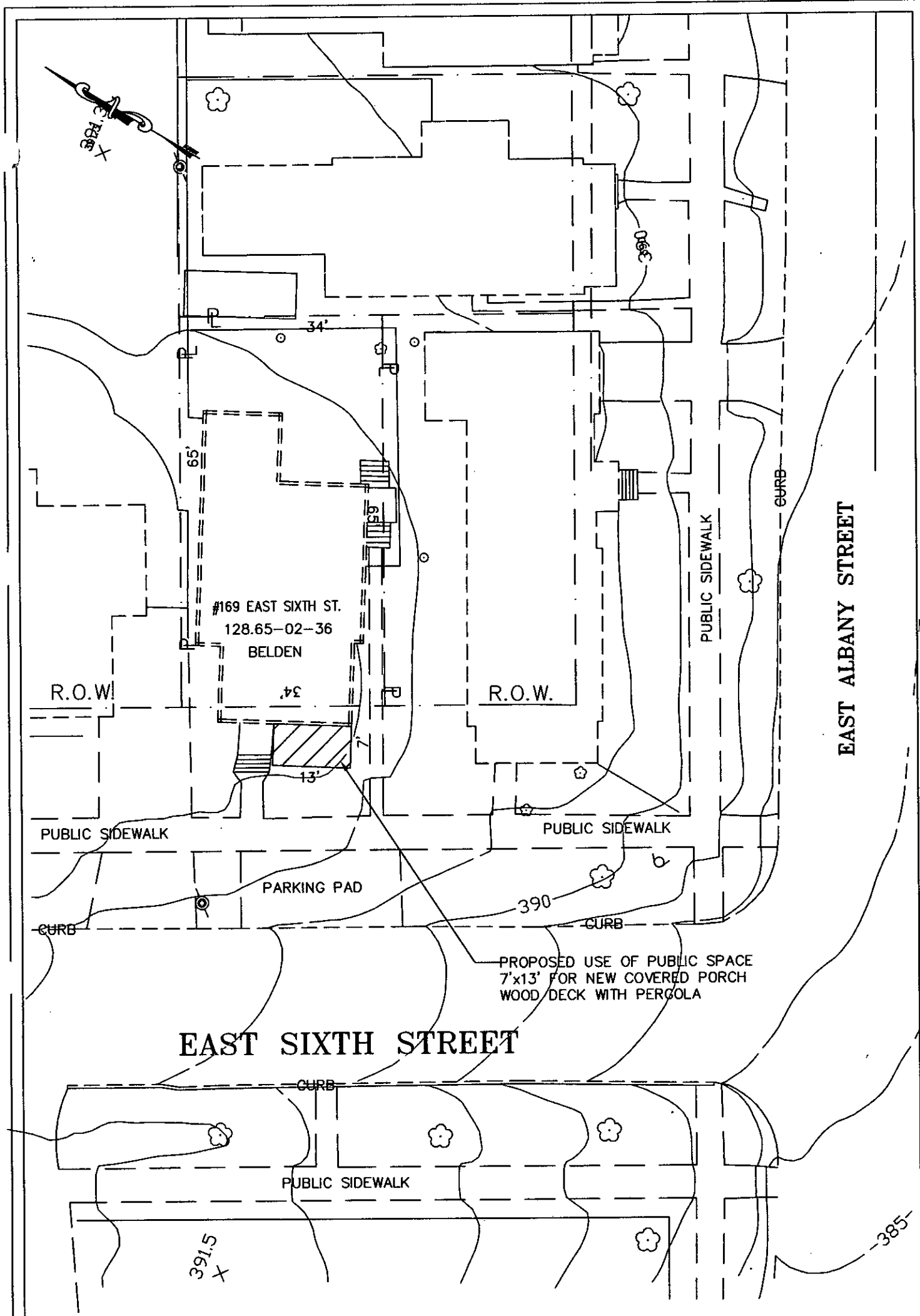
Re: Use of Public Space
149 West Eighth Street

Dear Councilors:

Forwarded herewith is a request to use public space, submitted by Daniel Batchelor, owner of single-family dwelling located at 149 West Eighth Street, for a four foot (4') high gate between the sidewalk and property line fronting West Eighth Street, as shown on attached site plan.

/dma

Ordered filed and printed with the proceedings.



SITE PLAN

SCALE 1"=20'

DATE _____

DRAWN BY: _____

OFFICE OF ZONING AND PLANNING
CITY OF OSWEGO, NEW YORK
CITY HALL

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Wilmott

WHEREAS, Mr. Belden, owner of a single-family dwelling at 169 East Sixth Street, located in the Fourth Ward, requests the use of public space seven foot by thirteen foot for new covered porch wood deck with pergola between the sidewalk and right-of-way fronting East Sixth Street; as shown on attached site plan; and,

WHEREAS, the use of such area of public space will not interfere with utilities, vehicular or pedestrian traffic; now, therefore be it

RESOLVED, that permission is hereby granted Mr. Belden to use the aforementioned area of public space; and, be it further

RESOLVED, that the granting of the use of such area of public space shall be contingent upon receipt by the City Clerk from Mr. Belden, of an Indemnification and Hold Harmless Agreement and Waiver, agreeing to release and indemnify the City of Oswego from any liability arising from the use of such area of public space; and, be it further

RESOLVED, that the use of aforementioned area of public space shall be transferable in the event of any change in ownership of the aforementioned property and, be it further

RESOLVED, that upon future sale of the aforementioned property by Mr. Belden it shall be his responsibility to notify the intending purchaser of the requirement to file their individual Hold Harmless Agreement and Waiver with the City Clerk's Office upon completion of such property transfer; and, be it further

RESOLVED, that the use of such area of public space shall be revocable by the Common Council should any problem arise resulting from the use thereof.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, J. <u>NO</u>	✓		
Councilor Corradino	✓		
TOTAL	<u>5</u>	<u>0</u>	<u>2</u>

(ADOPTED) LOST

Recommended by Physical Services
CommitteeChairman Hill

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of OCTOBER 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Engineering/DMAPage No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council
X Planning & Development
Physical Services
Administrative Services
Human Services

Date: 9/27/18

FR: Office of

- ☐ Mayor
- ☐ City Assessor
- ☐ City Attorney
- ☐ City Chamberlain
- ☐ City Clerk
- ☐ City Engineer
- ☐ Code Enforcement
- ☐ Community Development
- ☐ Dept. of Fire
- ☐ Dept. of Personnel

- ☐ Dept. of Police
- ☐ Purchasing Agent
- ☐ Recreation
- ☐ Sewage Treatment Plant, E/W
- ☐ Traffic Engineering
- ☐ Dept. of Water
- ☐ Dept. of Works
- ☐ Zoning & Planning
- ☒ Other: _____

Councilor Kevin Hill, requests discussion concerning enactment of a local "social host law" related to underage consumption of alcohol and illegal drug use

LOCAL LAW NO. *6 OF THE YEAR 2018

A LOCAL LAW AMENDING CHAPTER 59, ALCOHOLIC BEVERAGES, OF THE CODE OF THE CITY OF OSWEGO, NEW YORK

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF OSWEGO AS FOLLOWS:

CHAPTER 59

ALCOHOLIC BEVERAGES, SYNTHETIC DRUGS, AND SOCIAL HOST LAW

[HISTORY: Article I originally adopted by City of Oswego Common Council: Article I, 5-12-1980 as Ch. 5, Art. I, of the 1980 Code. Amendments noted where applicable.]

Article I. Open Containers

[Adopted 5-12-1980 as Ch. 5, Art. I, of the 1980 Code]

§ 59-1. Findings.

The Common Council of the City of Oswego finds that the possession or consumption of alcoholic beverages in public streets and public places, except under certain conditions, is detrimental to the health, safety and welfare of the residents of the City of Oswego, causes unsightly and unsanitary conditions and creates a nuisance.

§ 59-2. Definitions.

For the purpose of this chapter, the following terms shall have the meanings herein ascribed to them; all other words shall have the meanings normally ascribed to them.

ALCOHOLIC BEVERAGE means any, beer, wine, liquor, *spirits, cider or other liquid or solid, patented or not composed of or containing alcohol or spirits, whether or not brewed, fermented or distilled, and capable of being consumed by a person as more specifically* defined by the New York State Alcoholic Beverage Control Law; *except that confectionary containing alcohol as provided in Subsection 12 of 200 Agriculture and Markets Law shall not be considered alcoholic beverage within the meaning of this section.*

CONTAINERS means any bottle, can, glass bottle or receptacle suitable for or used to hold any liquid.

CONTROL *means the actual or apparent authority and ability to regulate, direct or dominate private premises, including but not limited to the control exercised by tenants, lessees, owners and/or landlords who have noticed drinking on their premises.*

DRUG *means and includes any substance listed in Section 3306 of the Public Health Law, and any Synthetic Drug as further defined within this chapter.*

MINOR *means any person under the age of twenty-one (21).*

OPEN HOUSE PARTY *means a social gathering or otherwise, at a residence or other private property with minors present.*

PERSON *means a human being and where appropriate, a public or private corporation, an unincorporated association, a partnership, a government or a governmental instrumentality.*

PUBLIC LANDS means any highway, street, park, sidewalk, cemetery, playground, parking area, school ground, exterior premises and adjoining property of any building duly licensed to sell alcoholic beverages within the building.

RESIDENCE *means any home, apartment, condominium, co-operative unit or other dwelling unit of any kind, including yards and open areas adjacent thereto.*

SYNTHETIC DRUG *means the following:*

- A. Any product, whether described as tobacco, potpourri, herbs, incense, spice, aromatic, bath salts, synthetic marijuana, synthetic stimulant or any combination thereof, and whether marketed for the purpose of being ingested or otherwise marketed, which includes, but is not limited to, one or more of the following hallucinogenic substances:
- (1) 1-pentyl-3-(1-naphthoyl) indole; some trade or other names: JWH-018; or
 - (2) 1-butyl-3-(1-naphthoyl) indole; some trade or other names: JWH-073; or
 - (3) 1-[2-(4-morpholinyl) ethyl]-3-(1-naphthoyl) indole; some trade or other names: JWH-200; or
 - (4) 5-(1, 1-dimethyloctyl)-2-[(1R, 3S)-3-hydroxycyclohexyl]-phenol; some trade or other names: CP-47,497; or
 - (5) 5-(1, 1-dimethyloctyl)-2-[(1R, 3S)-3-hydroxycyclohexyl]-phenol; some trade or other names: cannabicyclohexanol; CP-47,497, C8 homologue; or
 - (6) 4-methylmethcathinone (mephedrone); or
 - (7) 3, 4-methylenedioxypyrovalerone (MDPV); or
 - (8) 3, 4-methylenedioxymethcathinone, commonly known as "methyldone"; or
 - (9) 3-methoxymethcathinone; or
 - (10) 3-fluoromethcathinone; or
 - (11) 4-fluoromethcathinone.
- B. Any substance prohibited in an order for summary action in the matter of the sale and distribution of synthetic cannabinoids issued by the New York State Department of Health dated March 28, 2012, and any similar order subsequently issued by the State of New York Department of Health.
- C. Any substance prohibited under federal law pursuant to the Synthetic Drug Abuse Prevention Act of 2012.
- D. Any synthetic drug analog, which shall mean a substance containing the following:
- (1) The chemical structure of which is substantially similar to the chemical structure of the synthetic drug as described above; or
 - (2) Which has a stimulant, depressant, or hallucinogenic effect on the central nervous system that is substantially similar to or greater than the stimulant, depressant, or hallucinogenic effect on the central nervous system of a synthetic drug as described above; or
 - (3) Which such person represents or intends to have a stimulant, depressant, or hallucinogenic effect on the central nervous system that is substantially similar to or greater than the stimulant, depressant, or hallucinogenic effect on the central nervous system of a synthetic drug as described above.
- E. In order to prevent the creation, possession and use of the drug commonly known as "water," the unauthorized use of embalming fluid or similar compounds is hereby prohibited within the City of Oswego, with such unauthorized use of embalming fluid or similar item defined herein and pursuant to §3400 of the New York State Public Health Law and any applicable provision of federal law. For the purposes of this article, "embalming fluid" means any chemicals or substances manufactured primarily for use by licensed funeral directors, undertakers or embalmers, or registered residents, to prepare, disinfect or preserve, either hypodermically, arterially or by any other recognized means, the body of a deceased person for burial, cremation or other final disposition. In particular, such unauthorized use shall include dipping a marijuana or regular cigarette in embalming fluid.

§ 59-3. Presumptions on alcoholic content.

For the purposes of this chapter, it shall be presumed that any alcoholic beverages, spirits, liquor, wine, beer or other alcoholic beverages which are commercially prepared and sold under a brand name contain more than three and two-tenths per centum (3.2%) alcohol by volume. This presumption shall be rebuttable.

§ 59-4. Prohibited acts.

[Amended 7-11-1983]

No person shall have, possess, carry or transport, with the intent of the possessor or another to consume or drink from, any open bottle or other open container containing liquor, wine, beer or any other alcoholic beverage in or upon any public sidewalk, street, highway, parking lot, public park or other public lands or in any vehicle upon such areas in the City of Oswego.

§ 59-4.1. Parks and picnic areas.

[Added 5-27-1986]

It shall not be a prohibited act for persons in groups of five (5) or less to possess, carry or transport, with the intent of the possessor or another to consume or drink from, any open bottle or other open container containing liquor, wine, beer or any other alcoholic beverage in the Breitbeck Park Area, the Wright's Landing Picnic Area or the Fort Ontario Picnic Area.

§ 59-5. Exceptions.

If any individual or organization desires to distribute or consume alcoholic beverages on public property in the City of Oswego, said individual or organization must apply to the Chief of Police or his duly authorized representative for a permit therefor on or before the date scheduled for dispensing such beverages. No fee shall be charged for the granting of said permit, and said permit shall be issued only upon the following conditions:

- A. Such individual or organization, by its duly authorized officer, must agree, in writing, to assume full responsibility for supervising the conduct of the group of individuals benefiting from such permit and to properly clean up the premises after use.
- B. Such individual or organization must further agree, in writing, that adequate precautions shall be taken to ensure that minors will not be served alcoholic beverages at the permitted event or gathering.
- C. No alcoholic beverages shall be consumed other than on the specific premises described in the permit, and only during the time stated therein.
- D. No permit shall be issued to any individual or organization which has previously been issued a permit and has failed to comply with the provisions hereof.
- E. Permit applicants with outstanding violations or unpaid monies.
 - (1) No such permit shall be granted to or renewed for an applicant who is in violation of any City of Oswego code, ordinance or local law (hereinafter "violations") or who owes property taxes, water or sewer fees, special assessments, fines for violations of City ordinances or any other fees or past due monies of any name or nature owed to the City of Oswego (hereinafter "unpaid monies").
[Added 2-9-2015 by L.L. No. 2-2015; amended 8-14-2015 by L.L. No. 6-2015]
 - (a) The applicant shall have the burden of providing proof in a form acceptable to the department that there are no such violations or unpaid monies.
 - (b) In the event that the applicant has accrued violations or unpaid monies, such permit or renewal thereof shall be denied regardless of whether such violations or unpaid monies relate to a parcel of real property for which the application is made or another parcel owned by applicant or are personal to the applicant.
 - (c) In the event that the applicant has accrued violations or unpaid monies, such permit or renewal thereof shall be denied regardless of whether such violations or unpaid monies occurred or accrued before the effective date of this local law.
 - (d) Such permit, once granted, shall be revoked in the event that the applicant accrues violations or unpaid monies, or violations or unpaid monies are discovered, after the permit is granted. The revocation shall take effect five business days after receipt by

the permit holder of notice from the City of Oswego of the pending revocation. Upon such revocation, all permitted activities and privileges shall immediately cease.

- (e) No application fees shall be refunded upon revocation of the permit.
 - (f) The applicant must reapply for the issuance of such revoked permit by submitting a new application and paying all necessary application fees, and any such permitted activities or privileges may only be resumed once a new permit has been granted.
 - (g) All requirements set forth herein shall also apply to nonperson entities and such permit or renewal thereof shall be denied to an entity, or revoked, if a person with a substantial interest in such entity owes such unpaid monies or has accrued such violations. A "person with a substantial interest" shall mean an ownership interest of more than 10% of, membership on the governing board of, holding an office in or holding the ability to cast or control more than 10% of the votes in such entity.
- (2) Notwithstanding the provisions contained in this section to the contrary, when in the opinion of the Director of Code Enforcement the issuance of a permit is necessary to prevent harm to life, safety, or the general welfare of the public, the Director of Code Enforcement shall be authorized to issue said permit for the sole and exclusive purpose of bringing such violations into compliance with the Code of the City of Oswego. Nothing contained herein shall relieve the property owner from complying with all other applicable sections of the Code including, without limitation, the provisions contained in this section. [Added 4-10-2017 by L.L. No. 2-2017]

§ 59-6. Penalties for offenses.

The violation of any of the provisions of this ~~chapter~~ article shall be punishable by a maximum fine of two hundred fifty dollars (\$250.00) or by imprisonment for fifteen (15) days, or by both such fine and imprisonment, or such other penalties pursuant to the Penal Law of the State of New York. Each day any violation shall continue shall constitute a separate violation.

Article II: Sale and Possession of Synthetic Drugs

§ 59-7 Findings.

The Common Council of the City of Oswego finds that the use, sale and possession of synthetic drugs within the City of Oswego is detrimental to the health, safety and welfare of the residents of the City of Oswego, causes severe physical, mental and emotional injury to users and those impacted by its use, creates a nuisance, and induces criminal activity.

§ 59-8 Prohibited acts.

- A. No person shall sell, offer for sale, give away, barter, exchange or otherwise furnish or provide any synthetic drug, as defined herein and by any applicable federal or state law, in the City of Oswego, New York.
- B. No person shall be in the possession, or be under the influence, of any synthetic drug, as defined herein and by any applicable federal or state law, within the City of Oswego, New York, unless said synthetic drug is expressly prescribed to said person by a physician, psychiatrist or person otherwise duly licensed and authorized to prescribe medication within the State of New York, and at the time of the alleged violation, the person in possession of the synthetic drug is able to provide written proof to the law enforcement officer(s) that the synthetic drug was so prescribed.

§ 59-9 Penalties for offenses.

Any person who violates the provisions of this article shall be guilty of an unclassified misdemeanor punishable by a fine of up to \$1,000 and/or imprisonment of up to one year, or a civil penalty of \$1,000 to be recovered by the City of Oswego in a civil action or proceeding.

Article III: Social Host Law

59-10 Findings.

The Common Council of the City of Oswego finds that underage drinking is a significant societal problem that has generated widespread concern in the City of Oswego. Although the State of New York has acted to proscribe the unlawful giving, selling and possessing of alcohol in relation to minors, it has not regulated the situation where a person knowingly permits the consumption of alcohol by a minor in his or her home. The underage consumption of alcohol, whether at a party or a smaller gathering, poses an immediate threat to the public health, safety and welfare of the residents of the City of Oswego, often leading to alcohol abuse by minors, physical altercations, accidental injuries, neighborhood vandalism, excessive noise disturbances requiring the intervention of local law enforcement and the commission of violent crimes including sexual offenses and serious assaults. This local law will serve to deter the consumption of alcoholic beverages by minors by holding those responsible when they permit the consumption of alcoholic beverages by minors at their residences.

§ 59-11 Prohibition

- A. It shall be unlawful for any person who owns, rents, or otherwise controls a private residence to knowingly allow the consumption of alcohol, alcoholic beverages or drugs by any minor on such premises or to fail to take reasonable corrective action upon learning of the consumption of alcohol, alcoholic beverages or drugs by any minor on such premises. Reasonable corrective action shall include, but not be limited to:
 - 1. Making a prompt demand that such minor either forfeit and refrain from further consumption of the alcoholic beverages or drugs or depart from the premises; and
 - 2. If such minor does not comply with such request, promptly reporting such underage consumption of alcohol or drugs either to the local law enforcement agency or to any other person having a greater degree of authority over the conduct of such minor.
- B. The provisions of Subsection A of this section shall not apply to:
 - 1. The consumption of alcohol or alcoholic beverages by a minor whose parent or guardian is present and has expressly permitted such consumption;
 - 2. The use and consumption of alcohol or alcoholic beverages by a minor for religious purposes; or
 - 3. The use and consumption of drugs by a minor that have been prescribed by a licensed practitioner pursuant to New York State Public Health Law and all other applicable rules and regulations, and are consumed as directed by the prescription.

§ 59-12. Inconsistency with other laws

- A. If any part or provision of this section is inconsistent with any federal or state statute, law, rule or regulation, then such statute, law, rule or regulation shall prevail.
- B. If any part or provision of this section or the application thereof to any person or circumstance be adjudged invalid by a court or competent jurisdiction, such judgment shall be confined in its operation to the part or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this section, or the application thereof to other persons or circumstances.

59-13. Penalties for offenses

A violation of §59-11 of this article shall be punished as follows:

- A. First offense: Any person who violates §59-9 of this article shall be guilty of an unclassified misdemeanor punishable by a fine not to exceed \$250.
- B. Second offenses: Any person who violates §59-9 of this article within one year of the first offense shall be guilty of an unclassified misdemeanor punishable by a fine of \$500, a term of imprisonment not to exceed fifteen days in jail, or both.
- C. Subsequent offenses: Any person who violates §59-9 of this article more than twice within two years of the second offense shall be guilty of an unclassified misdemeanor punishable by a fine of \$1,000, a term of imprisonment not to exceed one year, or both.

§59-14. Applicability

This chapter shall apply to all actions occurring on or after the effective date of this chapter.

This local law shall take effect upon filing with the Secretary of State..

INTRODUCTORY NUMBER ONLY

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Hill

RESOLVED, that a Public Hearing on proposed Local Law No. *6 of the Year 2018 - A Local Law Amending Chapter 59, Alcohol Beverages, of the Code of the City of Oswego, New York will be held Monday evening, October 22, 2018 at 7:10 p.m. in the Common Council Chambers, City Hall, 13 West Oneida Street, Oswego, New York, and be it further

RESOLVED, that the City Clerk be and he hereby is authorized and directed to advertise a Notice of Public Hearing on proposed Local Law No. *6 of the Year 2018 in the official newspaper of the City of Oswego, New York.

*INTRODUCTORY NUMBER ONLY

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED

Recommended by Planning and Development
CommitteeChairman Ronald G. Tesoriero, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Clerk's Office

Page No. _____

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Desiderio

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OSWEGO, NEW YORK, AS FOLLOWS:

The Code of the City of Oswego, New York, Chapter 257, Article VI, Section 257-26 (D), is hereby amended to read as follows:

AMEND TO READ:

ARTICLE VI

Parking, Standing and Stopping

§ 257-26. Parking in public space restricted.

D. No person shall henceforth park any vehicle between the curb and a private property line on any street.

This Ordinance shall take effect after approval by the Mayor of the City of Oswego, New York and ten (10) days after the first publication thereof in the official newspaper of the City of Oswego, New York, as required by SC8-12 of the Charter of the City of Oswego, New York.

Published: October 13, 2018 and October 15, 2018
In Effect: October 23, 2018

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Planning and Development
Committee

Chairman Ronald G. Tesoriero, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Clerk's Office

Page No.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OSWEGO, NEW YORK AS FOLLOWS:

The Code of the City of Oswego, New York, Chapter 257, Vehicles and Traffic, Section 257-27, Winter Parking Restrictions, is hereby amended as follows:

ARTICLE VI

Parking, Standing and Stopping

AMEND TO READ:

§257-27 Winter parking restrictions.

- A. Duration of ban. There shall be imposed a ban on parking on all streets within the City limits of the City of Oswego from December 1 of each year until March 31 of the following year. The Mayor may, at the Mayor's discretion, initiate the ban earlier than December 1, or extend the ban beyond March 31, based upon weather conditions. During the period of the ban, no vehicle may park on the streets of the City of Oswego.
- B. Parking in downtown areas. There shall be no parking on downtown streets, during the period of the ban, from 2:00 a.m. to 6:00 a.m. Downtown streets shall be defined as: West 1st Street and West 2nd Street from West Oneida Street to West Cayuga Street; Water Street; West Bridge Street from West 1st Street to West 4th Street; East 1st Street from Oneida Street to the north dead end; East 2nd Street from Route 104 East to East Cayuga Street, and Route 104 East from East 1st Street to East 4th Street. The Common Council, by further resolution, may change which streets shall be considered to be downtown.
- C. Parking in residential areas. There shall be no parking on residential streets from 12:00 midnight to 6:00 a.m. during the period of the ban. All streets not designated as downtown streets shall be considered residential streets.
- D. Winter parking permits.
 - (1) As an exception to the winter parking ban, residents to whom winter parking permits have been issued shall be permitted to park in designated spots on City streets within residential areas with the limitations as hereinafter set forth. In order to obtain a parking permit, a resident must submit an application.
 - (2) Application.
 - (a) Permit applications shall be made available on the City website and from the City Councilors.
 - (b) The applicant shall provide:
 - [1] Applicant's name, address and telephone number;
 - [2] Verification of ownership of and occupancy in the residence near which the applicant is applying for a designated parking spot.
 - (c) The application must be signed by the applicant and shall contain a statement that, by signing the application, the applicant verifies that:
 - [1] The applicant is aware of all parking regulations of the City of Oswego and those which apply specifically to the winter parking ban and agrees to abide by them.
 - [2] The applicant is aware that the permit may be revoked at any time by the Chamberlain's office, at the request of the Councilor for that ward, for a violation of those parking regulations and that, in the event of a revocation on the basis of such a violation, the applicant will not be entitled to a reimbursement of any part of the fee paid for the parking permit.
 - [3] The applicant waives any and all rights, and holds the City harmless and

indemnifies the City, for any damage occurring to or caused by the vehicle of the applicant, whether due to the plowing of the streets by the City or otherwise, while parked on a City street in exercise of the permission to park pursuant to the parking permit.

- [4] The applicant acknowledges that granting of permission to park on the street is not a right or privilege, but rather a revocable license issued by the City, and that the granting of a permit for one winter season does not guarantee that the permit holder will receive a permit for the following or any subsequent winter season and the applicant waives all right to make any claim of detrimental reliance.
- [5] The applicant is aware that the permit is issued to the applicant for the parking of only the vehicle described in the application and is nontransferable.

(3) Permit fee.

- (a) Properties with no off street parking option as outlined below:
 - [1] The first parking permit application fee will be \$75.
 - [2] The second parking permit application fee will be \$150.
- (b) Properties with one off street parking space and two or more vehicles. The permit application fee will be \$150.
- (c) In the event the application is granted payment must be received at the City Chamberlain's Office before the parking permit sign will be installed.
- (d) The Common Council shall establish the annual application fees each year for subsequent years by resolution. The fees established for the preceding year shall remain in effect unless the Common Council adopts new fees by resolution.
- (e) The fee must be paid annually for each vehicle for which a permit is issued.

(4) Issuance.

- (a) Residents without sufficient off-street parking, as hereinafter described, may apply for a permit to park on, or near, the residential street on which they reside during the winter parking ban. Spaces will be placed as specified below.
- (b) Factors which must exist to allow granting of permits shall include:
 - [1] The applicant has no existing driveway, parking spot or parking pad that would allow the applicant to park at his or her residence, or the applicant has only one parking spot at his or her residence.
 - [2] The applicant must be a resident of the City of Oswego and must be residing on the street on which applicant is applying to park.
 - [3] The vehicle for which the permit is issued must be titled and registered to, or leased by, the applicant.
 - [4] There must be sufficient road frontage to allow the applicant to park in a designated spot without blocking existing driveways or crosswalks. If, in the opinion of the Commissioner of the Department of Public Works, there is insufficient space on the street to accommodate all of the vehicles for which applications have been submitted, the Commissioner may locate the permitted parking space in the nearest location that allows for the safe egress of emergency vehicles and the efficient clearing of snow as outlined below. If there is still not enough space to accommodate the applications received, the Commissioner shall first deny applications by applicants who already have sufficient space in their driveway or parking lot to park one vehicle. If there is still insufficient space on the street to accommodate all the vehicles for which applications have been submitted, residents to whom parking permits shall be issued shall be chosen by a lottery to be conducted by the Commissioner.

- (c) The application shall be submitted to the Chamberlain's office. The Chamberlain shall distribute a copy of the application to the Department of Public Works and to the Councilor of the ward in which the property is located for review and approval by the Commissioner of the Department of Public Works.
 - (d) Applications may be submitted between August 1 and November 1 of each year. The Common Council may change the annual application acceptance period by resolution. The application acceptance period for the preceding year shall remain in effect unless and until the Common Council adopts a new acceptance period by resolutions
 - (e) The application shall require the approval of the Commissioner of the Department of Public Works.. If the application receives the approval of the Commissioner of the Department of Public Works, the Chamberlain shall issue the parking permit to the applicant for the vehicle described in the application.
 - (f) The permit shall be granted only for the one winter season for which it was issued and shall expire at the end of that season. There shall be no reimbursement of any part of the application fee if the Mayor ends the winter parking ban before March 31.
 - (g) If the permit holder sells or otherwise transfers the vehicle for which the permit was issued, the permit shall be revoked and there shall be no reimbursement of the application fee. However, the permit holder may apply to the Chamberlain for reissuance of the parking permit for the remainder of the permit period for another vehicle owned by the permit holder without the payment of another fee. The reissued parking permit shall be subject to the same limitations as the original parking permit.
- (5) Designated parking spot.
- (a) Permit holders shall have a designated parking spot assigned on, or near, the street of the applicant's residence in a location deemed appropriate by the Commissioner of the Department of Public Works (DPW), and the DPW shall install a sign at that location which shall contain the following statement: "Reserved Parking By Permit Only, 10:00 p.m. - 6:00 a.m. All Others Will Be Towed."
 - (b) Restrictions on placing Winter Parking Ban permitted parking spaces:
 - [1] Signs shall be placed at least 25' from any driveway. (The steering wheel must be lined up with the sign. Not the front or back of car.)
 - [2] Parking spots shall be placed on one side of the street only.
 - [3] Parking spots shall not be permitted on streets 28' wide and under.
 - [4] Complaints concerning placement of an individual parking space shall be direct to the Councilor of the ward in which the complainant resides.
 - (c) The DPW shall remove the sign each year after the winter parking ban has ended.
 - (d) It shall be the responsibility of the permit holder to notify the Oswego Police Department (OPD) in the event that an unauthorized vehicle has parked in the permit holder's designated spot.
 - (e) During the period of the winter parking ban, the permit holder may only park his or her vehicle in his or her designated spot.
- (6) Limitations.
- (a) Properties with NO off street parking:
 - [1] No more than two designated spots may be issued to an Owner Occupant with NO off street parking regardless of the number of vehicles or properties owned by the resident.
 - [2] No more than two designated spots may be issued for each address, with off street parking, regardless of the number of residential units contained in a residence or the number of occupants residing in the residence.

(b) Properties with ONE off street parking space and two or more vehicles:

[1] No more than ONE designated spot may be issued to an Owner Occupant with one existing off street parking space and two or more vehicles, regardless of the number of vehicles or properties owned by the resident.

[2] No more than ONE designated spot may be issued for each address with ONE existing off street parking space, regardless of the number of residential units contained in a residence or the number of occupants residing in the residence

(c) Permits shall only be issued to applicants who are owner-occupant of residential real property located in the area where they are applying to park.

(d) The permit shall allow the permit holder to park only in his or her designated spot.

(e) Any posted parking limitations or temporary or emergency parking bans or limitations shall supersede and override the winter parking permit. A winter parking permit does not allow the permit holder to park in violation of any such bans or limitations.

(f) No permits shall be issued to nonperson entities such as partnerships, unincorporated associations, corporations or LLC's.

E. Denial of parking permits.

- (1) No such permit shall be granted to or renewed for an applicant who is in violation of any City of Oswego code, ordinance or local law (hereinafter "violations") or who owes property taxes, water or sewer fees, special assessments, fines for violations of City ordinances or any other fees or past-due monies of any name or nature owed to the City of Oswego (hereinafter "unpaid monies").
- (2) The applicant shall have the burden of providing proof in a form acceptable to the Department that there are no such violations or unpaid monies.
- (3) In the event that the applicant has accrued violations or unpaid monies, such permit or renewal thereof shall be denied regardless of whether such violations or unpaid monies relate to a parcel of real property for which the application is made or another parcel owned by the applicant or are personal to the applicant.
- (4) In the event that the applicant has accrued violations or unpaid monies, such permit or renewal thereof shall be denied regardless of whether such violations or unpaid monies occurred or accrued before the effective date of this section.
- (5) Such permit, once granted, shall be revoked in the event that the applicant accrues violations or unpaid monies, or violations or unpaid monies are discovered, after the permit is granted. The revocation shall take effect five business days after receipt by the permit holder of notice from the City of Oswego of the pending revocation. Upon such revocation, all permitted activities and privileges shall immediately cease.
- (6) No application fees shall be refunded upon revocation of the permit.
- (7) The applicant must reapply for the issuance of such revoked permit by submitting a new application and paying all necessary application fees, and any such permitted activities or privileges may only be resumed once a new permit has been granted.
- (8) If an applicant has a substantial interest in a nonperson entity which owes such unpaid monies or has accrued such violations, that person's application for a parking permit shall be denied. A "substantial interest" shall mean an ownership interest of more than 10% of, membership on the governing board of, holding an office in, or holding the ability to cast or control more than 10% of the votes in, such entity.

This Ordinance shall take effect after approval by the Mayor of the City of Oswego, New York and ten (10) days after the first publication thereof in the official newspaper of the City of Oswego, New York, as required by §C8-12 of the Charter of the City of Oswego, New York.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and NoticesBy Councilor McBrearty

Published: October 13, 2018 and October 15, 2018 In Effect October 23, 2018

AYES AND NAYS CALLED	ABSENT/ ABSTAIN		
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, J. 10	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOSTRecommended by Planning and Development
CommitteeChairman Ronald G. Tesoriero, Jr.I certify that the foregoing resolution
was duly passed by the Common Council
on the 9th day of October 2018MARK TESORIERO City ClerkApproved October 10 2018WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: September 21, 2018

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|--|---|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☒ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

The council previously approved \$100,000 for the Asset Registry/Computerized Maintenance Management System (CMMS).

The department has reviewed 3 quotes for said services from CH2M, GHD, and Brown & Caldwell. We have determined that Brown & Caldwell provides the most cost effective proposal at a fee of \$100,000.

We request authorization for the Mayor to enter into a contract for Asset Registry/CMMS services with Brown and Caldwell.

Ordered filed and printed with the proceedings.

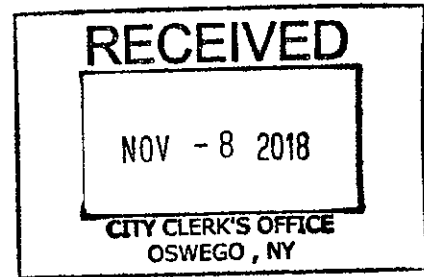
360
327 West Fayette Street, Suite 409
Syracuse, NY 13202-1201

T: 315-401-3640



August 20, 2018

Scope of Work



Honorable William Barlow, Jr.
City of Oswego
Second Floor, City Hall
13 W. Oneida Street
Oswego, NY 13126

[SID 82977]

Subject: Westside WWTP and EFMF Asset Registry and CMMS Support

Dear Mayor Barlow:

In accordance with your request for proposal, Brown and Caldwell (BC) is pleased to present this proposal for Asset Registry and Computerized Maintenance Management System (CMMS) support for the City's Westside Wastewater Treatment Plant (WWTP) and Excess Flow Management Facility (EFMF). Attached to this proposal is Brown and Caldwell's Agreement for Consulting Services for the City to review.

Scope of Work

Project Goal

The goal of the project is to evaluate the City of Oswego's Westside WWTP and EFMF to develop and validate an asset registry and asset hierarchy of up to 400 critical assets, complete a high-level condition assessment and prioritization of those critical assets, develop a 10-year Capital Improvement Plan (CIP), and provide support for implementation of a new CMMS.

Task 1. Project Management

The purpose of this task is to provide for the initiation and overall management of Project activities. An overall schedule and work plan will be implemented so that work activities are completed in a properly-integrated and timely manner. In addition, this task includes those elements necessary to properly manage, lead, and control the Project.

- A project kickoff conference call will be organized to discuss the project goals and objectives, scope of work, deliverables, schedule, critical success factors, and establish lines of communications with the project team.
- A Project Schedule showing preliminary dates for deliverables and anticipated dates for workshops, QC reviews, meetings, and submittals will be prepared and provided.
- BC will share monthly status updates with City staff and provide information on the activities, information needs, schedule, and budget for the various tasks. The monthly status update will be included with the invoice.

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- Conference calls will be scheduled as needed to resolve questions, obtain direction, and communicate with City staff.
- BC will manage the health, safety, and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations. In accordance with standard procedures, BC will prepare Field Safety Instructions that contain fundamental health and safety information that must be followed by employees involved in field activities.
- BC will maintain Project records, manage and process Project communications, and coordinate Project administrative matters.
- As part of the Project Management Plan for this project, BC will develop and implement a quality assurance/quality control (QAQC) program. Senior reviewers will participate and perform internal QAQC review of work products for project deliverables and milestones. Issues identified during the formal internal QAQC review will be addressed prior to submittal to the City of Oswego. Formal QAQC periods will be included in the project schedule and this project schedule will be revisited at all internal team meetings.

Task 2. Asset Registry, Asset Hierarchy, and Condition Assessment

Task 2.1 Develop Data Collection Forms

Like the asset work performed at the City of Oswego's Eastside WWTP, BC will collect field data to support the City's CMMS utilizing database forms developed and customized for this purpose. BC recognizes this effort requires a well-defined, consistent, and repeatable process to collect asset data in the field.

Task 2.2 Develop Draft Asset Registry and Hierarchy

BC will develop a draft registry of critical assets for the Westside WWTP and EFMF that includes wastewater treatment plant equipment, unit processes, and laboratory assets.

Critical assets are those that the City determines to be essential to the operation of the plant, and to assuring the health and safety of the employees, public, and environment. The City has established the assumption that the critical asset types identified for the Eastside WWTP are applicable to the Westside WWTP. This includes 37 asset types. BC will utilize available as-built drawings as the basis for the draft asset registry.

As defined by the City, the asset hierarchy will have three levels: plant, building, and process area. The list below includes the process areas defined for the Eastside WWTP in 2017, with the addition of tertiary treatment, laboratory, and the EFMF which are unique to the Westside WWTP. BC will develop the draft asset registry to include critical assets within each of these process areas.

1. Aeration (aeration basin and blowers)
2. Centrifuge (centrifuge and conveyors)
3. Chlorination (chlorination system)
4. De-chlorination (sodium bisulfite system)
5. Excess Flow Management Facility (EFMF)
6. Final Settling (final clarifiers)
7. HVAC (facility-wide heating and ventilation)

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8. Influent (preliminary treatment including grit removal)
9. Laboratory
10. Main Lift (main lift pumps)
11. Primary Settling (primary clarifiers)
12. Process Support (emergency generator and PLCs)
13. Return Pumps (RAS/WAS pumps)
14. Tertiary Treatment (tertiary tanks)

Once complete, the draft asset registry and hierarchy will be provided to the City for review and comment prior to conducting the facility walkthrough. The intent of the draft asset registry is to get a general idea of how many assets will be assessed within each process area prior to commencing field work, and to set expectations for the assessment team.

Task 2.3 Facility Walkthrough: Asset Registry Validation and Condition Assessment

BC will participate in a facility walkthrough of the plant process areas to validate the asset registry and record information about critical assets.

As stated in the assumptions to this scope of work, one key City of Oswego staff member will meet with the BC team to identify health, safety, and security requirements of the facility, provide an overview of the function and operations of the facility, and identify any known areas of concern. The participation of key City personnel is critical for taking a holistic, yet efficient approach to gathering data and institutional knowledge on the City's WWTP and EFMF.

BC will collect the following data for up to 400 critical assets, when available:

1. Description
2. Asset Type
3. Location (Building, Floor, Room, or other as appropriate)
4. Process Area (as defined above)
5. Year Put into Service (estimate as required)
6. Condition Rating (1-5 scale; 1 is best condition and 5 is worst condition)
7. Priority (1-3 scale; high, medium, low priority)
8. Typical Life Span (based on Appendix A)
9. Level of Redundancy

BC notes that the condition rating will be high-level and based on a visual assessment of the condition of the asset (such as corrosion, physical damage, and missing parts) during the facility walkthrough and understands this is not the same level of detail that was used on the East Side WWTP. BC acknowledges that assets at the EFMF will not be given a condition score and the asset registry will be developed using As-built plans.

Once field validated, the asset registry and asset hierarchy will be finalized and provided in a format suitable for upload to the City's new Computerized Maintenance Management System (CMMS).

Task 3. Capital Improvement Plan

BC will prepare a 10-year Capital Improvements Plan (CIP) to address the following requirements as identified in the City's Scope of Work:

1. Remaining Useful Life of critical assets
2. List of up to five (5) most critical capital projects or equipment systems to be purchased, repaired, or replaced over a 10-year period
3. Schedule for completion of projects

Tasks 1 through 3 will be utilized as the basis for developing a 10-year CIP plan that is in alignment with the level of service for permit compliance, protection of public health and to meet the expectations of the City's rate payers.

Task 4. CMMS Implementation Support

It is our understanding that the City is planning to purchase new CMMS software; Maintenance Connection. If desired, BC may purchase the software on the City's behalf at cost and without markup and obtain reimbursement from the City upon the transfer of the software license. This reimbursement amount is not covered in the fee shown below.

BC will provide up to seven (7) working days of support during implementation of Maintenance Connection to assist the City with the following activities:

- Update existing Eastside WWTP asset registry to include new facilities constructed since the asset registry was developed; Integrate the updated Eastside WWTP asset registry and asset hierarchy
- Integrate the new Westside WWTP asset registry and asset hierarchy developed under Task 2
- Refine the asset registry, including standard definition of an asset, hierarchical structure, and application of the definition
- Integrate existing Preventive and Predictive Maintenance plans
- Develop work order process

Task 5. Technical Memorandum

BC will prepare a technical memorandum that summarizes the work completed and documents the findings from the condition assessment. The draft technical memorandum will be provided to the City of Oswego in electronic format and, once comments are received from the City, the technical memorandum will be finalized. A final version of the technical memorandum will be provided to the City of Oswego in both hard copy (three copies) and electronic format.

Assumptions/Limitations:

- Existing plant maps are available in paper/electronic form to enable reasonable reference to physical location of critical assets
- As-builts are available in electronic form to enable development of a draft asset registry
- Asset hierarchy will include three levels (plant, building, process area)
- Onsite one-week field visit to conduct walkthrough

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- Up to 400 critical assets will be reviewed in the field for validation of the asset registry
- City of Oswego will provide one participant for the walkthrough
- Underground utilities are not included, and only vertical assets will be considered
- Buried assets will not be inspected
- Photographs of assets will be included for assets that score a 4 or higher (Scale: 1=best, 5=worst)
- BC will work with the City to document renewal/rehab/replacement cost and strategies to include within the 10-year CIP
- BC will work with the City to document strategies to include within the 10-year CIP
- An Excel based spreadsheet will be used to project future CIP expenditure needs
- Up to seven (7) working days will be needed for CMMS implementation support

Schedule and list of Deliverables:

BC will complete this scope of services within 4 months of a notice to proceed.

Task No.	Deliverable Description
1	Project Schedule
1	Monthly Progress Reports
2.2	Draft Asset Registry and Asset Hierarchy
2.3	Validated Asset Registry and Asset Hierarchy
3	10-year Capital Improvement Planning Document
5	Draft Technical Memorandum
5	Final Technical Memorandum including City comments

Compensation

Compensation for services shall be on a lump sum basis. The table below provides a summary of the projected hours and cost. An allowance of \$12,800 has been provided within the total fee amount for procurement of Maintenance Connection support services. This does not represent a guarantee of the software vendor’s pricing.

Task Name	Labor Hours	Labor Cost	Other Direct Costs	Total Cost
As-needed engineering	494	\$83,152	\$16,848	\$100,000

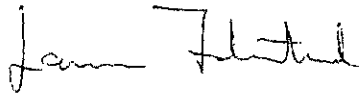
Schedule

The work will begin based on the City’s Notice to Proceed.

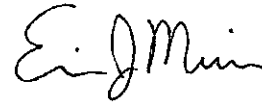
Brown and Caldwell appreciates this opportunity to serve the City on this project. We look forward to successful delivery of this project and assisting the City in meeting the goal of effective asset management.

Very truly yours,

Brown and Caldwell



Lauren Fahnestock
Vice President



Eric Muir
Project Manager

Attachment (1)

Attachment 1: Agreement for Consulting Services

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Prism Project _____

AGREEMENT FOR CONSULTING SERVICES
BETWEEN City of Oswego, NY
AND BROWN AND CALDWELL
FOR Westside WWTP and EFMF Asset Registry and CMMS Support

THIS AGREEMENT is made and entered into on this _____ day of _____, 2018 by and between City of Oswego, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to develop an asset registry and asset hierarchy with asset condition assessment, 10-year capital improvement plan and computerized maintenance management system (CMMS) support for Westside Wastewater Treatment Plant (WWTP) and the Excess Flow Management Facility (EFMF).

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated August 20, 2018. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "Scope of Work," dated August 20, 2018 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

Review of Trenching Plans. Pursuant to Section 6705 of the California Labor Code, Client delegates its authority to review trenching plans submitted by contractor. Client agrees that for the purpose of performing these services, Consultant shall be an agent of Client, entitled to all rights of defense and indemnification provided by law and statute, including but not limited to, those rights contained in the California Government Code.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

- In addition to payment for the Services performed under this Agreement, Client shall:
 1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
 2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.

3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 124 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Probable Costs (Cost Estimate)

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its

contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Eric Muir
Brown and Caldwell
327 West Fayette Street, Suite 409
Syracuse, NY 13202-1201

Honorable William Barlow, Jr.
City of Oswego
Second Floor, City Hall
13 W. Oneida Street
Oswego, NY 13126

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

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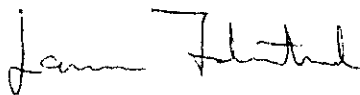
XXV AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell Engineers, Inc.

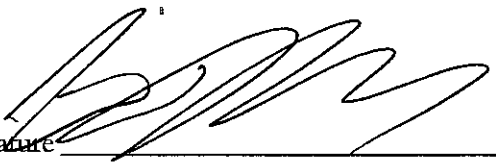
City of Oswego, NY

Signature 

Printed Name Lauren Fahnestock

Title Vice-President

Federal Tax ID number: 94-1446346

Signature 

Printed Name William J. Barber Jr

Title Mayor

Re: 360

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Will

WHEREAS, The City of Oswego West Side Waste Water Treatment Plant requires Asset Management and CMMS (Computerized Maintenance Management System) development and implementation, and

WHEREAS, a Budget Amendment is necessary to complete the work

NOW, THEREFORE, BE IT

RESOLVED, the City Chamberlain is authorized to complete a Budget Amendment to G.8140.0440 West Side Waste Water Treatment Plant Contracted Services in the amount of \$100,000.00.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi	✓		
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek	✓		
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Recommended by Administrative
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of June 2018

MARK TESORIERO City Clerk

Approved June 26, 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Chamberlain

Page No.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, per Resolution No. 233, dated June 25, 2018, the Common Council previously approved \$100,000.00 for the Asset Registry/Computerized Maintenance Management System (CMMS), and

WHEREAS, it has been determined that Brown & Caldwell Engineers, Inc. provides the most cost effective proposal at a fee of \$100,000.00, now, therefore be it,

RESOLVED, that the City of Oswego hereby approves the request to hire Brown and Caldwell Engineers, Inc. to provide the Asset Registry/CMMS services, and,

BE IT FURTHER RESOLVED, that Mayor William J. Barlow, Jr. be and he is hereby authorized to enter into a contract for Asset Registry/CMMS services with Brown and Caldwell Engineers, Inc.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

Recommended by Administrative Services
Committee

Chairman Robert Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 09/20/2018

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Parks & Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☒ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Waterfront Department |
| | ☐ Other |

Re: 2018 Milling & Paving Project
Barrett Paving Materials, Inc.
Change Order No. 1

Dear Councilors:

We request approval of Change Order No. 1 for the contract with Barrett Paving Materials, Inc. for the subject project in the amount of \$22,152.25 for additional work required to provide the City with favorable end results. The additional work would increase the contract from \$776,867.00 to \$799,019.25. Funding for this Change Order is available through CHIPS.

We request that the Mayor be authorized to sign Change Order No. 1 for said project increasing the total contract amount to \$799,019.25.

/dma

Ordered filed and printed with the proceedings.



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OSWEGO CITY ENGINEER
WILLIAM J. BARLOW, JR. MAYOR

ROBERT JOHNSON, ENGINEERING TECHNICIAN
CITY HALL - THIRD FLOOR
13 WEST ONEIDA STREET
OSWEGO, NY 13126
PHONE: (315) 342-8153
FAX: (315) 342-1320
WWW.OSWEGONY.ORG

October 19, 2018

Barrett Paving Materials Inc.
4530 Wetzel Road
Liverpool, NY 13090

Re: **2018 Street Milling & Paving Project**
Barrett Paving Materials Inc.
Change Order No. 1
City of Oswego

To Whom It May Concern:

Enclosed herewith is a copy of Change Order No. 1 with regard to Barrett Paving Materials Inc. for the 2018 Street Milling & Paving Project. All said documents have been duly signed by the City of Oswego on October 15, 2018.

Also enclosed for your records is a copy of Resolution No. 361 of 2018, passed by the Common Council on October 9, 2018, authorizing Mayor Barlow to sign this document.

Thank you for your assistance and courtesies.

Very truly yours,

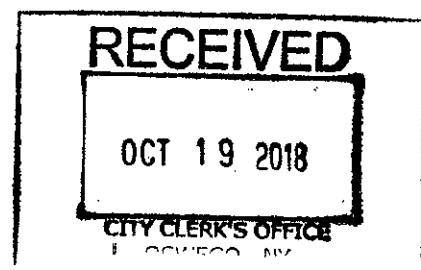

Donna Archer
Engineering Secretary

/dma

Enclosures

c/Mayor's Office

Mark Tesoriero, City Clerk
Kevin Caraccioli, City Attorney
Debbie Coad, City Chamberlain
File



10/19

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CHANGE ORDER NO. 1

September 17, 2018

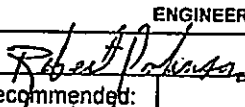
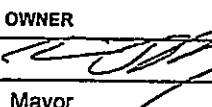
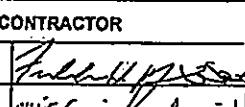
Owner	City of Oswego	Contractor	Barrett Paving Materials Inc.
Project	2018 Street Milling and Paving Project	Engineer's File No.	N/A
Contract No.	NA	Government Project No.	

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change (Including Location and Reasons Therefore): Due to unknown and unforeseen sub-surface road conditions it was necessary to increase the milling depths in various areas for the placement of binder material. The City Engineer's Office agrees that the contractor is entitled to additional compensation for the altering of existing structure in the amount of 1/EA. at a rate of \$500.00/EA., added T&L in the amount of 82.82/TN at a rate of \$74.30/TN and binder repairs in the amount of \$414.20/SY at a rate of \$37.60/SY. The amount of the increase in the contract price is \$22,152.25. Attachment.

Enclosures and References:

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

	AMOUNT		CONTRACT TIME
Original Contract Price	\$776,867.00	Substantial Completion Date Prior to Change Order	10/1/2018
Contract Price Prior to Change Order	\$776,867.00	Final Payment Date Prior To Change Order	10/1/2018
Net Amount This Change Order	\$22,152.25	Net Time This Change Order	0 days
Revised Contract Price	\$799,019.25	Revised Substantial Completion Date	NA
		Revised Final Payment Date	NA
ENGINEER		OWNER	
Approved: 		Approved: 	
Recommended:		Title: Mayor	
Date:		Date: 10/15/18	
Telephone: 315-342-8175		Telephone: 315-342-8136	
		CONTRACTOR	
		Approved: 	
		Title: Chief Engineer Regional Controller	
		Date: 10/18/18	
		Telephone: 315-652-4585	



BARRETT PAVING MATERIALS INC
4530 WETZEL ROAD
LIVERPOOL, NY 13090

DATE: 9/17/2018
INVOICE #: 2601
CUST #: 10174773

**BILL TO: City of Oswego, Engineering Department
City Hall, Third Floor
13 West Oneida Street
Oswego, New York 13126**

JOB: 10204584

2018 Street Milling and Paving Project

[illegible]

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City of Oswego, Engineering Dept.
City Hall, Third Floor
13 West Oswego Street
Oswego, New York 13126
VOUCHER

CLAIMANT'S NAME AND ADDRESS
BARRETT PAVING MATERIALS INC.
4530 WETZEL ROAD
LIVERPOOL, NY 13090

Purchase Order No.

Do Not Write In This Box

Date Voucher Received

FUND - APPROPRIATION		AMOUNT	
TOTAL			

Voucher No.

Abstract No.

TERMS NET 30 DAYS

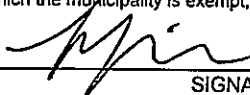
Vendor's Ref. No. 2601

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
9/17/2018		Invoice # 2601 2018 Street Paving & Milling	\$	\$ 776,867.00
PLEASE MAIL CHECK TO 4530 WETZEL ROAD, LIVERPOOL, NY 13090				
TOTAL				\$ 776,867.00

CLAIMANT'S CERTIFICATION

I, Michael J. Macrina, certify that the above account in the amount of \$ 776,867.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/17/2018
DATE


SIGNATURE

Assistant Regional Controller
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUDITING BOARD



BARRETT PAVING MATERIALS INC
4530 WETZEL ROAD
LIVERPOOL, NY 13090

DATE: 9/17/2018
INVOICE #: 2602
CUST #: 10174773

BILL TO: City of Oswego, Engineering Department
City Hall, Third Floor
13 West Oneida Street
Oswego, New York 13126

JOB: 10204584

2018 Street Milling and Paving Project Change Order #1

[illegible]

City of Oswego, Engineering Dept.
City Hall, Third Floor
13 West Oswego Street
Oswego, New York 13126
VOUCHER

CLAIMANT'S
NAME
AND
ADDRESS

BARRETT PAVING MATERIALS INC.
4530 WETZEL ROAD
LIVERPOOL, NY 13090

Purchase
Order No.

Do Not Write In This Box

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

Voucher No.

TOTAL

Abstract No.

TERMS NET 30 DAYS

Vendor's
Ref. No.

2602

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
9/17/2018		Invoice # 2602 2018 Street Paving & Milling Change Order 1	\$	\$ 22,152.25
		PLEASE MAIL CHECK TO 4530 WETZEL ROAD, LIVERPOOL, NY 13090		
			TOTAL	\$ 22,152.25

CLAIMANT'S CERTIFICATION

I, Michael J. Macrina, certify that the above account in the amount of \$ 22,152.25
is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part
has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/17/2018
DATE

SIGNATURE

Assistant Regional Controller
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to
the municipality on the dates stated and the charges are correct.

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations
indicated above.

DATE

AUDITING BOARD

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Wilmott

WHEREAS, Barrett Paving Materials, Inc. was the successful bidder for the 2018 Milling and Paving Project; and

WHEREAS, during the course of the project, additional work was required to provide the City with favorable end results; and

WHEREAS, Change Order No. 1 includes altering one structure adding material to true and level for Ontario Street as well as adding material for trench repair throughout the project; and

WHEREAS, the total of Change Order No. 1 is \$22,152.25 bringing the total of the 2018 Milling Paving Project to \$799,019.25; and

WHEREAS, the proposed Change Order No. 1 would be funded by CHIPS, now therefore be it

RESOLVED, that the Mayor shall be authorized to execute Change Order No. 1 to the 2018 Milling and Paving Project in the amount of \$22,152.25, and be it further

RESOLVED, that the City Chamberlain is hereby authorized to advance current funds of the City to pay street milling and paving project with the intent to reimburse same from funds made available from CHIPS.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, NO	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Administrative Services
CommitteeChairman Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of OCTOBER 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 09/27/2018

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Parks & Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☒ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Waterfront Department |
| | ☐ Other |

Re: East Side Wastewater Treatment Plant
Dewatering Equipment Replacement
Contract No. 2 - Electrical & Instrumentation
Scriba Electric Inc.
Change Order No. 1

Dear Councilors:

We request approval of Change Order No. 1 for the electrical & instrumentation contract with Scriba Electric Inc. for the subject project in the amount of \$0 for additional work. Details of the Change Order as prepared by GHD Consulting Engineers are submitted as part of the request. The dollar amount of the contract would not increase from \$97,321.00. Funding for this Change Order is provided from the allowance under BI-2A for Miscellaneous Additional Work.

We request that the Mayor be authorized to sign Change Order No. 1 for said project with no increase to the total contract amount of \$97,321.00.

/dma

Ordered filed and printed with the proceedings.

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Change Order No. 1

Date of Issuance: 09/05/2017

Effective Date: 09/05/2017

Project: ESWWTP Dewatering Equipment Replacement	Owner: City of Oswego, New York	Owner's Contract No.: 2
Contract: 2 – Electrical and Instrumentation		Date of Contract: 03/08/2017
Contractor: Scriba Electric Inc.		Engineer's Project No.: 11109863

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The following items are for additional work to Contract 2. This is a \$0 change order for work orders 1 and 2 (attached). The total dollar amount of \$13,802.00 will be used from the allowance under BI-2A for Miscellaneous Additional Work (Electrical and Instrumentation Construction). The remaining balance will be \$11,198.00 once this change order is executed.

- Work Order No. 1 – For change to contract work as described in Request for Proposal No. 1 (\$10,672.00)
- Work Order No. 2 – For control panel demolition and relocation of centrifuge exhaust fan switch (\$3,130.00)

Attachments (list documents supporting change):

- 1) Request for Proposal No. 1
- 2) Scriba Electric Inc. proposal for control panel demolition and relocation of fan switch

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$97,321.00

No Change from previously approved Change Orders No. 0 to No. 0:

\$0

Contract Price prior to this Change Order:

\$97,321.00

No Change of this Change Order:

\$0

Contract Price incorporating this Change Order:

\$97,321.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): November 1, 2107

Ready for final payment (days or date): January 15, 2018

No change from previously approved Change Orders No. 0 to No. 0:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): November 1, 2017

Ready for final payment (days or date): January 15, 2018

No Change of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): November 1, 2017

Ready for final payment (days or date): January 15, 2018

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RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 9/5/17

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized)

Date: _____

Date: _____



REQUEST FOR PROPOSAL NO. 1

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TO:	Ed Doviak	DATE:	07/07/17
FROM:	Randy Cameron, P.E.	PROJECT NO.:	11109863
PROJECT:	ESWWTP Dewatering Equipment Replacement	CONTRACT NO.:	2

DESCRIPTION OF PROPOSED CHANGE:

Delete 1"Cw\2#10's, 1#10G (120V, 1 Phase Power) and Cat 6 Cable between the New Centrifuge Starter Panel and New Centrifuge Control Panel (COP-2). Labor 3hrs @ \$90.pr.hr. = \$270.00 + Material- \$100.00 = \$370.00 deduct

Change to show "New Centrifuge Starter Panel" and "New Centrifuge Control Panel (COP-2)" as one, combined panel. Label the combined panel "New Centrifuge Control Panel (COP-2)". \$10 add

Add a 4" concrete housekeeping pad under the combined New Centrifuge Control Panel (COP-2).

\$500 add

Change the main power feeder between the New Centrifuge Control Panel (COP-2) and existing MCC-PE from 2"Cw\3#4/0s, 1#4/0G to 2"Cw\3#300s, 1#4G. Difference in wire size--\$ 595.00 add

Change the horsepower rating on the Main Drive from 75 HP to 100 HP. Change the feeder between the Centrifuge Control Panel to the Main Drive from 2"Cw\3#1's, 1#1G to 2"Cw\3#2/0's, 1#6G.

Difference in wire size-\$ 466.00 add

Add a ¾"Cw\2#12's (motor space heater) and 2#14s (MWTP) between the Centrifuge Control Panel to the Main Drive motor. Labor- 16hrs @ \$ 90 pr. hr. = \$1440.00 + Material \$ 210.00 = \$1650.00 add

Change the horsepower rating on the Back Drive from 40 HP to 25 HP. Change the feeder between the Centrifuge Control Panel to the Back Drive from 2"Cw\3#6's, 1#6G to 2"Cw\3#8's, 1#8G.

Difference in wire size \$ 125.00 deduct

Add a ¾"Cw\2#12's (motor space heater) and 2#14s (MWTP) between the Centrifuge Control Panel to the Back Drive motor. Labor 16hrs @\$90pr.hr.= \$1440.00 + Material \$ 210.00 = \$1650.00 add

Add a ¾"Cw\2#12's, 1#12G (120 V power) between the New Centrifuge Control Panel (COP-2) and an Instrument Air Dryer (to be installed by others near the air compressor).

Labor: 18hrs @ \$90prhr = \$1620.00 + Material-- \$ 220.00 = \$1840.00 add

Add a new 120 V, 20A, NEMA 5-20 receptacle with a water-proof-while-in-use cover dedicated for the centrifuge lube system air compressor and Add a ¾" Cw\2#10's, 1#10G (120 V power) between the New Centrifuge Control Panel (COP-2) and the new air compressor receptacle.

Labor 22.7hrs @ \$90pr.hr. = \$ 2017.00 + Material-- \$ 280.00 = 2297 00 add

362

Change zero speed motion switch ZS-5150 circuit from showing a ¾"Cw\2#14's going from the zero speed switch directly in to the New Centrifuge Control Panel (COP-2) to showing a new motion sensor controller (furnished by others to be installed by the Electrical Contract) mounted adjacent to the New Centrifuge Control Panel (COP-2). Provide a ¾"Cw\manufacturer's cable between zero speed switch 5150 and the zero speed controller. Provide a ¾"Cw\2#12's, 1#12G (120V power) and a ¾"Cw\2#14's (zero speed indication) between the zero speed controller and the New Centrifuge Control Panel (COP-2) Labor 5hrs @ \$90pr.hr. = \$450.00 + Material \$80.00 = \$530.00 add

Delete ¾"Cw\16 "14s (lube switches, motor high temp, high vibration alarm, high vibration trip) between the New Centrifuge Control Panel (COP-2) and the Main Drive.

Labor 32hrs @ \$90pr.hr. = \$2880.00 + Material \$272.00 = \$3152.00 Deduct

Delete ¾"Cw\4#16TSPs, 4#16TSTs (vibration speed, motor RTD, cent bearings temp) between the New Centrifuge Control Panel (COP-2) and the centrifuge.

Labor- 29hrs @ \$90pr.hr. = \$2610.00 + Material \$428.00 = \$3038.00 Deduct

Add ¾"Cw\8#14s (lube bearing tank low leve LSL-1721, liquid side low pressure PSL-1722, solid side low pressure PSL-1723, and lube air/oil solenoid SV-1413) between the New Centrifuge Control Panel (COP-2) and terminal box X9 (as shown on sheet E-002).

Labor 24hrs @ \$90prhr. = \$2161.00 + Material \$210.00 = \$2371.00 Add

Add ¾"Cw\2#16TSPs (vibration - liquid side/solid side) between the New Centrifuge Control Panel (COP-2) and terminal box X11 (as shown on sheet E-002).

Labor 18hrs @ \$90prhr. = \$1620.00 + Material --\$194.00= \$1814.00 Add

Add 1"Cw\4#16TSPs (main and back drive proximity sensors SE-2002 and SE-2006 and liquid and solids bearing RTDs TE-1914 and TE-1916) and a ¾"Cw\2#14s (gearbox lube tank low LSL-1724) between the New Centrifuge Control Panel (COP-2) and terminal box X7 (as shown on sheet E-002).

Labor 34hrs @ \$90prhr. = \$3099.00 + Material --\$535.00 = \$3634.00 Add

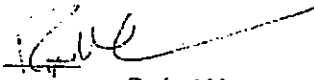
Total Add--\$ 17,357.00

Total Deduct--\$ 6,685.00

Grand Total Add---\$ 10,672.00

362

Signed:



Title:

Project Manager

Date:

07/07/17

TO: Bandy Cameron - P.E. @ GHD
FROM: Ed Douak @ Scriba Electric Inc.

Proposed (increase/decrease) in construction cost:

~~\$17,525.00~~ \$10,672.00

Proposed (increase/decrease) in contract time:

- NONE -

List attachments:

Signed:



Title:

Estimator

Date:

7/19/17

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Scriba Electric Inc.
82 Creamery Road
Oswego, NY 13126

Web page www.scribaelectric.com

Email ed@scribaelectric.com

PHONE- 315-342-7681

FAX- 315-342-7682

From: Ed Doviak
To: Randy Cameron
Company: GHD

Date: 8/16/17

RE: Oswego ESWWTP de-water project –Control panel demo/relocate Centrifuge exhaust fan

Scriba Electric Inc. is pleased to offer lump sum quote of \$3130.00 to demo old panel and install new combo starter. Included in quote as follows:

- Demo old Panel
- Remove old conduit and pull out wires (power feed to reuse)
- Install 12"x12"x6" – n12 j-box at nearest conduit coupling (10ft –AFF)
- Install new conduit & wire to motor starter
- Install Motor starter & test.

Motor starter quoted—Allen Bradley N12 Combo Starter Fusible Nema size 0 with HOA, start & stop buttons,

Material--\$1690.00
Labor-----\$ 1440.00
Total-----\$3130.00

Please contact me if you have any questions concerning this information.

Thank you, Ed Doviak

Re #362

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Will

WHEREAS, Resolution No. 384, dated September 25, 2017, approved Change Order No. 1 for the East Side WWTP Dewatering Equipment Replacement for Contract No. 2 with Scriba Electric, Inc. in the amount of \$0, and

WHEREAS, Resolution No. 362, dated October 9, 2018, also approved the same Change Order, now, therefore be it

RESOLVED, that Resolution No. 362, dated October 9, 2018, be and it is hereby rescinded in its entirety.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi	✓		
Councilor Hill, Jr.	✓		
Councilor Wilmott 	✓		
Councilor Gosek	✓		
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	7	0	

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 14th day of January 2019

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved January 15 2019

Re: ~~Res #21~~

362

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor McLaughlin

WHEREAS, GHD Consulting Engineers (GHD) prepared and submitted details for Change Order No. 1 for the East Side WWTP Dewatering Equipment Replacement, for Contract No. 2 with Scriba Electric Inc. in the amount of \$0; and

WHEREAS, funding for this Change Order is provided in the \$25,000 allowance under BI-2A for Miscellaneous Additional Work (Electrical and Instrumentation Construction); and

WHEREAS, the total dollar amount of Change Order No. 1 is \$13,802.00, decreasing the allowance to \$11,198.00; now, therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign Change Order No. 1 for said project with no increase to the total contract amount of \$97,321.00.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor Reynolds	✓		
Councilor McLaughlin, Jr.	✓		
Councilor Emmons	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor VanBuren	✓		
Councilor Corradino	✓		
TOTAL	7	0	

Recommended by Administrative Services
Committee

Chairman Councilor Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of SEPTEMBER 2017

MARK TESORIERO City Clerk

Approved SEPTEMBER 26, 2017

WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, GHD Consulting Engineers (GHD) prepared and submitted details for Change Order No. 1 for the East Side Wastewater Treatment Plant Dewatering Equipment Replacement, for Contract No. 1 with Scriba Electric Inc. in the amount of \$0; and

WHEREAS, funding for this Change Order is provided in the allowance under BI-2A for Miscellaneous Additional Work; and

WHEREAS, the total dollar amount of Change Order No. 1 is \$13,802.00, decreasing the allowance to \$11,198.00; now, therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign Change Order No. 1 for said project with no increase to the total contract amount of \$97,321.00.

*Resolution was rescinded by Resolution No. 24, dated January 14, 2019
This was a duplicate resolution - See Resolution No. 384, dated September 25, 2017

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED ~~LOST~~Recommended by Administrative Services
CommitteeChairman Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 9th day of OCTOBER, 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: Sept 27, 2018

Planning & Development

Physical Services

☒ Administrative Services

Human Services

FR: Office of

- ☐ Mayor
- ☐ City Assessor
- ☐ City Attorney
- ☐ City Chamberlain
- ☐ City Clerk
- ☐ City Engineer
- ☐ Code Enforcement
- ☐ Community Development
- ☐ Dept. of Fire
- ☐ Dept. of Personnel

- ☐ Dept. of Police
- ☐ Purchasing Agent
- ☐ Recreation
- ☐ Sewage Treatment Plant, E/W
- ☐ Traffic Engineering
- ☐ Dept. of Water
- ☐ Dept. of Works
- ☐ Zoning & Planning
- ☐ Other: _____

Mayor William J. Barlow Jr. requests the Common Council's consideration of the proposed Fiscal Sponsorship Agreement to be entered into with the Victor Orlando Woolson Foundation, Inc. (VOW) and the City of Oswego on behalf of the Oswego Police Department in order to help fund and support the Drug Abuse Resistance Education (D.A.R.E.) Program, administered locally by the OPD.

The funding provided by VOW will assist in offsetting the cost of a D.A.R.E. instructor provided by the OPD that undertakes a year-long educational program for Middle School students attending the Oswego Middle School.

Mayor Barlow fully supports this private-public partnership as yet another example of ways in which the City of Oswego is creatively addressing a need amongst its residents. Mayor Barlow is proud to partner with the VOW Foundation and the Oswego Police Department in facilitating drug abuse resistance education to some of our youngest, and most impressionable, residents as they enter young adulthood.

There is no fiscal impact to the City of Oswego in entering into this agreement. In fact, the financial assistance from the VOW Foundation will help to ensure that the D.A.R.E. program continues to thrive in the Oswego community.

A copy of the proposed agreement is attached for consideration.

FISCAL SPONSORSHIP AGREEMENT

THIS AGREEMENT is entered into the ____ day of October, 2018, by and between the Victor Orlando Woolson Foundation, Inc. (VOW), a New York State Not-For-Profit Corporation and 501c3 Tax-Exempt Organization, with a mailing address of 1019 County Route 29, Oswego, New York 13126 (Sponsor) and City of Oswego Police Department, with a mailing address of 169 West Second Street, Oswego, New York 13126 (Grantee), for use with the Grantee's Drug Abuse Resistance Education (D.A.R.E.) Program.

RECITALS:

It is the determination of the VOW Foundation, as the Fiscal Sponsor, that financial support of the project administered by the City of Oswego Police Department commonly known as the D.A.R.E. Program, offered within the Oswego City School District, will further Sponsor's tax-exempt purposes. Therefore, Sponsor has created a restricted fund designated for the D.A.R.E. Program, with the specific intent to grant all amounts that it may deposit to that fund from time to time, less any administrative charges as set forth below, for use by the Oswego City Police Department, (Grantee), in its administration of the D.A.R.E. Program, subject to the following terms and conditions:

TERMS AND CONDITIONS

1. Sponsor shall receive donations on behalf of the Oswego City Police Department's D.A.R.E. Program as tax-exempt donations and provide a letter of receipt and provide a receipt to each donor with a copy to the Oswego Police Department.
2. Grantee shall use the funds solely for the D.A.R.E. Program (the Program). Any changes in the purposes for which funds are spent must be approved in writing by Sponsor before implementation. In the event the Grantee breaches the terms of this Agreement, or if Grantee's administration of the Program jeopardizes Sponsor's legal or tax status, Sponsor may withhold, withdraw, or demand immediate return of any donated unused funds granted to Grantee, and spend such funds so as to accomplish the purposes of the Program as nearly as possible as determined within Sponsor's sole judgment. Any tangible or intangible property, including copyrights, trademarks, or other Intellectual Property, acquired or created by Grantee as part of the Program shall remain the property of Grantee.
3. Grantee may apply for and receive gifts, contributions and grants from Sponsor, from Sponsor's restricted fund in support of the Program, in an annual amount not to exceed \$20,000. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising materials are subject to Sponsor's prior written approval. All grant agreements, pledges, or other

commitments with funding sources to support the Program via Sponsor's restricted fund shall be executed by Sponsor. The cost of reports or other compliance measures required by such funding sources, if any, shall be the obligation of the Grantee. In the event a funding source requires a report maintained by Sponsor in the normal course of Sponsor's operations, Sponsor will provide such reports to Grantee and/or the funding source. Financial reports pertaining to Sponsor's income/expenses shall be provided to Grantee on an annual basis, or per donation upon request.

4. An administrative charge of \$10 per month (\$120 Annually) from the restricted fund shall be dedicated by Sponsor to defray Sponsor's costs of administering the restricted fund and any reporting requirements.
5. Nothing in this Agreement shall be construed as creating or identifying Grantee as an agent or legal representative of Sponsor for any purpose whatsoever, unless otherwise specifically set forth in this Agreement and then only to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representations to others.
6. Grantee shall submit a request for payment of invoices from the Restricted Fund on an as needed basis. Sponsor shall make payment, if funds are available, from the restricted funds to the vendors or as reimbursement to the Grantee.
7. The funds are not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Sponsor and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private increment or improper private benefit to occur, not to take any other action inconsistent with IRC Section 501(c)3.
9. Grantee shall notify Sponsor immediately of any change in (a) Grantee's D.A.R.E. Program status, and/or (b) Grantee's key staff responsible for administering and teaching the D.A.R.E. Program.
10. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Sponsor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in pursuing donations, in expending or applying the funds furnished or in carrying out the Program to be funded or financing by the funds, except to the extent that such

claims, liabilities, losses or expenses arise from or in connection with any act or omission of Sponsor, its officers, directors, trustees, employees or agents.

11. The parties agree to submit any dispute arising under this Agreement to binding arbitration through the American Arbitration Association.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.
13. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the _____ day of October, 2018.

Victor Orlando Woolson Foundation, Inc.

Dated: October ____ 2018

BY: _____, Grantor
Teresa F. Woolson, President

City of Oswego

Dated: October ____ 2018

BY: _____, Grantee
William J. Barlow, Jr., Mayor

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Rescigno

WHEREAS, Mayor Barlow requested the Common Council's favorable consideration of a proposed Fiscal Sponsorship Agreement to be entered into by and between the City of Oswego and the Victor Orlando Woolson (V.O.W.) Foundation, Inc. in order to support the Drug Abuse Resistance Education (D.A.R.E.) Program currently administered by the Oswego Police Department (OPD); and

WHEREAS, the V.O.W. Foundation has worked tirelessly in furtherance of its mission to bring drug abuse education and awareness to our youngest citizens and desires to partner with the OPD's administration of the D.A.R.E. Program; and

WHEREAS, the Common Council deems it to be in the best interest of the residents of the City of Oswego to enter into a Fiscal Sponsorship Agreement with the V.O.W. Foundation; now, therefore be it

RESOLVED, that the Fiscal Sponsorship Agreement prepared by and between the City of Oswego and the V.O.W. Foundation, Inc. is hereby approved; and it is further

RESOLVED, that Mayor William J. Barlow, Jr. is hereby authorized to enter into the Fiscal Sponsorship Agreement to facilitate the receipt of grant funding from the V.O.W. Foundation for the benefit of the D.A.R.E. Program as administered by the OPD; and it is further

RESOLVED, that should the City of Oswego receive grant funding from the V.O.W. Foundation the Chamberlain is authorized to allocate said funds for use by OPD in furtherance of the D.A.R.E. Program without further approval of the Common Council.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

(ADOPTED) LOST

Recommended by Administrative Services
CommitteeChairman Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Attorney

Page No. _____

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: May 21, 2018

- ☐ Planning & Development
- ☒ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☒ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

The Wastewater Department is requesting authorization to hire GHD Engineering for the preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the Westside Wastewater Plant (WWTP). In accordance with the WWTP's State Pollutant Discharge Elimination System (SPDES) Permit, the New York State Department of Environmental Conservation (NYSDEC) requires that all Publicly Owned Treatment Works (POTWs) with stormwater outfalls develop, maintain and implement a site specific SWPPP.

The cost for this service would be \$6700.00 and the 2018 budget has appropriate funding for this in the G8140.0440 account.

Ordered filed and printed with the proceedings.



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**AGREEMENT
BETWEEN**

**CITY OF OSWEGO, NEW YORK
(OWNER)**

AND

GHD CONSULTING SERVICES INC.

**FOR
SERVICES
FOR**

**STORMWATER POLLUTION PREVENTION PLAN FOR
WEST SIDE WASTEWATER TREATMENT PLANT**

(PROJECT)

October 8, 2018

10/9



GHD – USA
Services Agreement

General Details:

Project Name	Stormwater Pollution Prevention Plan (SWPPP) at the West Side Wastewater Treatment Plant
The Project is	Preparation of a SWPPP the West Side Wastewater Treatment Plant
"OWNER" and the "Client" means	City of Oswego City Hall, 3 rd Floor 13 West Oneida Street Oswego, NY 13126
OWNER's Designated Representative(s) is	Robert Johnson, Engineering Technician Tel: 315.342.1259 Email: rjohnson@oswegony.org
OWNER's Authorized Signer is	William J. Barlow, Jr., Mayor Tel: 315.342.8136 Email: mayor@oswegony.org
"GHD" means	GHD Consulting Services Inc. One Remington Park Drive Cazenovia, NY 13035
GHD's Designated Representative is	Randy Cameron, P.E., Associate Tel: 315.679.5813 Email: randy.cameron@ghd.com
GHD's Authorized Signer is	Kevin Castro, P.E., Vice President Tel: 315.679.5785 Email: kevin.castro@ghd.com

Services:

Prepare a SWPPP for the West Side WWTP, as further defined in Exhibit A.
--

Fees:

GHD will be paid a lump sum fee of \$6,700, as further defined in Exhibit A.
--

Period of Service:

Effective Date of this Agreement: Will begin within two (2) calendar weeks of authorization by OWNER, as further defined in Exhibit A.

Additional Exhibits:

Exhibit A – Scope of Services



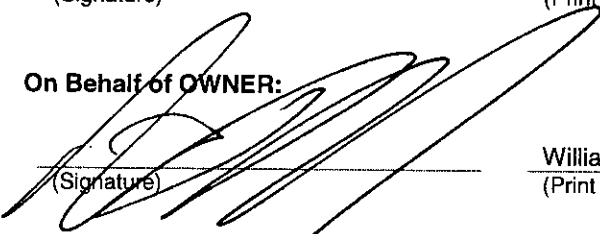
GHD – USA
Services Agreement

Duly authorized representatives to execute this Agreement:

On Behalf of GHD:

 (Signature)	Kevin Castro, P.E. (Print name)	Vice President (Title)	10/8/18 (Date)
--	------------------------------------	---------------------------	-------------------

On Behalf of OWNER:

 (Signature)	William J. Barlow, Jr. (Print name)	Mayor (Title)	10/18/18 (Date)
--	--	------------------	--------------------

Additional Signatures, if required:

 (Signature)	 (Print name)	 (Title)	 (Date)
-----------------	------------------	-------------	------------

 (Signature)	 (Print name)	 (Title)	 (Date)
-----------------	------------------	-------------	------------



GHD – USA Services Agreement

Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.
4. Discovery of Hazardous Materials. OWNER warrants that it has made and will continue to make full and accurate written disclosure to GHD as to any hazardous or toxic materials, pollutants, or contaminants which OWNER knows or has reason to believe exist at the site(s). Discovery of any hazardous or toxic materials, pollutants, or contaminants on or in the site which are not described in written job specifications delivered to GHD prior to GHD'S commitment to perform the work, will constitute a materially different site condition entitling GHD to an equitable adjustment in the contract price or time for performance, or both, as appropriate, or in the alternative, GHD shall, at its sole discretion, have the right to immediately terminate its performance of this Agreement.

Information and Documents

5. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
 - (a) Provide all criteria and full Information as to OWNER's requirements for the Project;
 - (b) Assist GHD by providing all available Information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided Information unless verification is included in GHD's scope of work;
 - (c) Arrange for site and property access as required for GHD to perform the services;
 - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

Payment

6. Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

 - (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
 - (b) Any Information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;
 - (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
 - (d) OWNER fails to pay an amount due under the Agreement; or
 - (e) OWNER ends the Agreement before GHD has completed the services.
7. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. If OWNER fails to make any payment due GHD for Services within 30 days after receipt of GHD's invoice, then:
 - (a) Interest at 1% per month will be charged on all past due amounts; and
 - (b) GHD may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until OWNER has paid in full all amounts due for Services, and other related charges. OWNER waives any and all claims against GHD for any such suspension.

When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

Insurance

8. GHD shall maintain continuously during the life of this Agreement the following insurance requirements:
 - (a) Workers' Compensation Insurance with statutory limits and Employer's Liability of \$1,000,000 per occurrence;
 - (b) Commercial General Liability Insurance, comprehensive form, with combined single limits of \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;



GHD – USA Services Agreement

- (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;
 - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
9. The policies under 8. (b) and 8. (c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
10. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.

Total Liability for Damages

11. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 11(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 8 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is greater.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

Intellectual Property

12. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

Confidentiality, documents and information

13. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably

withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

Termination

14. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

Indemnification

15. Subject to the provisions of section 11 of this Agreement, to the maximum extent permitted by law, each party shall indemnify and hold harmless (but shall have no duty to defend) the other party, its appointed and elected officials, partners, officers, directors, employees, and agents, from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of an indemnifying party's relative degree of fault when considered together with the fault of all parties, including indemnified parties and any parties immune from suit.
16. In furtherance of these obligations, and *only* with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

Dispute Resolution

17. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. The parties shall have forty-five (45) calendar days within



GHD – USA Services Agreement

which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

Independent Contractor

18. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

Assignment

19. This Agreement may be assigned by either party with the prior written consent of the other party.

Health and Safety

20. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

Compliance with Laws, Permits and Licenses

21. This Agreement shall be governed by the law of the state where the majority of GHD's work for OWNER will be undertaken. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

Severability

22. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

No Third-Party Beneficiaries

23. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Notification Period

24. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final

invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

Complete Agreement

25. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.
26. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.
27. This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

Definitions

28. Unless the context otherwise requires, in the Agreement:

"Additional Insured" means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

"Agreement" means the agreement executed by the parties in connection with the services, including these terms and exhibits.

"Designated Representative" means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

"Document" or **"Documents"** includes a written or electronic document.

"Fees" means the amount set out in the agreement details including disbursements.

"Information" includes documents and information provided pertinent to the project.

"Liability" or **"Liabilities"** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but



GHD – USA Services Agreement

not limited to, reasonable attorneys' fees and costs of defense).

"Project" means the project(s) that the services relate to.

"Services" means the services set out in the agreement details (or otherwise the services GHD undertakes).

"OWNER" means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).



EXHIBIT A

Project Understanding and Scope

The implementation of a properly prepared SWPPP is intended to prevent release of pollutants to the waters of the State through stormwater discharges. The preparation of the SWPPP will identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharges associated with the WWTP. Examples of such potential sources include site runoff and drainage; spills and leaks; sludge and waste disposal; and material loading/unloading and storage. In addition, the SWPPP will describe and ensure the implementation of best management practices to reduce the pollutants in stormwater, and to assure compliance with the terms and conditions of the SPDES Permit. The SPDES Permit outlines the 13 minimum elements that must be addressed in the SWPPP.

GHD will utilize existing mapping of the WWTP and prepare report figures to delineate the stormwater conveyance system and the direction of flow. The Owner shall provide GHD with any applicable records, such as Safety Manual, Spill Prevention Control and Countermeasure plan, training records, staffing requirements, etc.

In order to prepare the SWPPP, GHD will visit the WWTP to inspect potential sources of stormwater impacts and to gather the remaining information to meet the regulatory requirements. GHD expects that the visit will take approximately 4 hours and will include a physical inspection, as well as interviews with appropriate plant personnel regarding maintenance and housekeeping practices, best management practices, and required training.

Following completion of the site visit, GHD will prepare a draft SWPPP for City's review. Upon receipt of comments from the Owner, GHD will finalize the SWPPP and will deliver three (3) hard copies and an electronic version of the documents.

Fee

Lump sum cost to complete the above scope of services is \$6,700.

Period of Service

The above scope of services will begin within two (2) weeks of authorization to proceed. We will schedule the site visit at a mutually agreeable time. The draft SWPPP will be submitted to the Owner for review within six (6) weeks of authorization to proceed.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Tesoriero

WHEREAS, the Wastewater Department is requesting authorization to hire GHD Consulting Services, Inc. for the preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the West Side Wastewater Treatment Plant, and

WHEREAS, in accordance with the West Side Wastewater Treatment Plant's State Pollutant Discharge Elimination System (SPDES) Permit, the New York State Department of Environmental Conservation (NYSDEC) requires that all Publicly Owned Treatment Works (POTWs) with stormwater outfalls develop, maintain and implement a site specific SWPPP, and

WHEREAS, the cost for this service would be \$6,700.00 and the 2018 budget has appropriate funding for this in the G.8140.0440 account, now, therefore, be it,

RESOLVED, that the City of Oswego hereby approves the request to hire GHD Consulting Services, Inc. to prepare a Storm Water Pollution Prevention Plan for the West Side Wastewater Treatment Plant, and be it further,

RESOLVED, that Mayor William J. Barlow, Jr. be and he is hereby authorized to enter into an agreement with GHD Consulting Services, Inc. for the preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the West Side Wastewater Treatment Plant.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

(ADOPTED) LOST

Recommended by Administrative Services
CommitteeChairman Robert Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Wastewater Department

Page No. _____

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 10/1/2018

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☒ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

Re: Architectural Services for NYS Companion Animal Capital Fund Grant (Oswego Animal Shelter)

Dear Councilors:

The City of Oswego was successfully awarded grant funding through the first-in-the-nation capital fund to support animal shelters across New York State. The NYS Companion Animal Capital Fund Grant is administered through the NYS Department of Agriculture & Markets. The City of Oswego was one of fourteen awarded across the State and the only one in the Central New York region. The City was awarded \$489,375 grant towards a \$652,500 capital improvement project at the Oswego Animal Shelter.

In moving forward, the Economic Development Office has been working collaboratively with the Animal Control Office (Carrie Anderson) and Code Enforcement Office (Jim Bell) in preparing and finalizing the conceptual scope of work for the renovation and improvements for the shelter. The next step in the process is to contract with an architect to bring the proposed concepts to final design to package into a set of construction documents. The completion of the construction documents will enable the City of Oswego to prepare a bid package to put the construction/renovation of the Oswego Animal Shelter out to bid to general contractors. The goal is to have bid package finalized and released this Winter for a Spring 2019 construction start date.

Included in this communication is a proposal from Jake A. Cooper, licensed architect, for the proposed scope of work for the Oswego Animal Shelter. The Economic Development Office met with a couple of architectural firms to discuss the proposed scope of work, and determined that the project was a small scale project in nature, and that it would be more beneficial for the City to contract with a smaller architectural company. It is recommended that the City select Jake Cooper to provide architectural services to prepare construction drawings for the proposed project. The proposal is not only cost effective but Mr. Cooper also has experience with renovations of animal control shelters as he was involved with the CNY SPCA. Thank you for your time and consideration.

Sincerely,

Justin Rudgick
Economic Development Director

Ordered filed and printed with the proceedings.

365

PROPOSAL

Date: 9/28/18

Jacob A. Cooper
413 Tuscany Lane
Baldwinsville, NY 13027
315.729.3498
Fax 315.362.9538
Jcooper03@yahoo.com

To Justin Rudgick, Director
Office of Economic Development
44 East Bridge Street
Oswego, NY 13126
Tel: 315.343.3795
Fax: 315.342.8127

Job #	Location	Description	Amount
08047	621 East Seneca Street Oswego, NY 13126	<u>Construction Drawings:</u> -Façade Renovations & Weatherization of Existing Building -Building Addition including Exam Rooms (approx 83'x16') 2 Bay Garage (28'x32') and a Cold Storage area (16'x47') per provided drawing. - Interior alterations to the existing kennel area with minor alterations elsewhere. -Hvac drawings as required for the addition <u>Included Drawings:</u> - Site Plan – showing addition, altered driveway and site drainage. - Cover Sheet with NYS Building Code Review - Exterior Elevations - Foundation Plan - Floor Plan (existing/demo & new work) - Roof Plan - HVAC drawings/specs - Wall Section(s) - Handicap accessibility consideration - Structural requirements - Notes and Details -Design Revision opportunity following redrawn schematic design and again after design development drawings. - Minor adjustments may be made near the completion/ printing bid sets/pdf's. 5 Sets of printed drawings and the PDF version Additional Architectural Services beyond Permit Drawing available at \$45 per hour.	\$ 15,700 Half deposit requested to begin. Balance due upon completion of bid drawings
Total Fee			\$ 15,700

Make all checks payable to Jacob Cooper

Thank you for your business!

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, the City of Oswego was awarded funding through the New York State Companion Animal Capital Fund for improvements to the Oswego Animal Shelter, and

WHEREAS, the City of Oswego needs to select an architect to provide construction drawings of the proposed renovations and improvements for the Oswego Animal Shelter, and

WHEREAS, the City of Oswego received a proposal from Jacob A. Cooper, a licensed architect, in the amount of \$15,700 to bring the proposed concepts to final design to package into a set of construction documents to allow for the city to prepare a bid package to solicit general contractors for the construction-related activities associated with the project, and now therefore be it

RESOLVED, the Mayor and/or the Community Development Director are authorized to execute the proposal received by Jacob A. Cooper, a licensed architect, in the amount of \$15,700 for the administration of the New York State Companion Animal Capital Fund project.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr. ^{AD}	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10th, 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Community Development Office

Page No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 09/18/2018

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Parks & Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☒ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Waterfront Department |
| | ☐ Other |

Re: Request to Develop Documents
East Cayuga Street Lift Station, Water Treatment Plant Pump Building &
Oswego High Dam Hydroelectric Power Station
Roofing Project
City of Oswego

Dear Councilors:

The City has identified the need to replace the roofs at three separate City facilities. We request that the City Engineer's Office be authorized to develop bid documents necessary for the replacement of roofs for said facilities known as; 3 East Cayuga Street for the East Cayuga Street Sanitary Sewer Lift Station, 30 Sixth Avenue, for the Water Treatment Plant Pump Building and 571 West First Street for the Oswego High Dam Hydroelectric Power Station.

/dma

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Resoriero

WHEREAS, the City of Oswego has identified the need to replace the roofs at three (3) separate City facilities known as East Cayuga Street Sanitary Sewer Lift Station, 3 East Cayuga Street, the Water Treatment Plant Pump Building, 30 Sixth Avenue and the Oswego High Dam Hydroelectric Power Station, 571 West First Street; and

WHEREAS, it is in the best interest of the City to preserve and protect these important facilities; now therefore be it

RESOLVED, that the Engineer's Office be directed to develop bid documents necessary for said project.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of OCTOBER 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 9/20/2018

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- ☐ City Attorney
- ☐ City Chamberlain
- ☐ City Clerk
- ☐ City Engineer
- ☐ Community Development
- ☐ Dept. of Fire
- ☐ Dept. of Personnel
- ☐ Dept. of Police

- ☐ Purchasing Agent
- ☐ Recreation
- ☐ Sewage Treatment Plant, E/W
- ☐ Traffic Engineering
- ☐ Dept. of Water
- ☒ Dept. of Works
- ☐ Zoning & Planning
- ☐ Other

Administrative Services Committee
City of Oswego
City Hall
Oswego, New York 13126

Dear Chairman Robert Corradino and Committee Members:

I, Thomas Kells, Commissioner of Public Works and Parks and Recreation, am requesting blanket authorization to hold auctions through Auctions International anytime it is deemed necessary without the requirement of Council approval for each listing. A list of items going to auction will still be supplied to Council for each auction.

Respectfully submitted,



Thomas Kells, Commissioner
City of Oswego Department of Public Works, Parks and Recreation

TK/mlf
Attachment

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Dull

WHEREAS, Thomas Kells, Commissioner of Public Works and Parks and Recreation, is requesting blanket authorization to hold auctions through Auctions International anytime it is deemed necessary without the requirement of Council approval for each listing, and

WHEREAS, A list of items going to auction will still be provided to Council for each auction, therefore be in now

RESOLVED, That a blanket authorization to hold auctions through Auctions International anytime it is deemed necessary without the requirement of Council approval for each listing is granted, and be it further

RESOLVED, That a list of items going to auction will still be provided to Council for each auction.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, AD	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Administrative Services
CommitteeChairman Robert Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10th 2018

WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, the CNY Great Pumpkin Festival is an annual family event held in the City of Oswego, and

WHEREAS, the event will be held on Saturday, September 29, 2018 and Sunday, September 30, 2018 from 10 a.m. to 5 p.m. in Washington Square, and

WHEREAS, the Greater Oswego-Fulton Chamber of Commerce is managing and organizing the CNY Great Pumpkin Festival, and

WHEREAS, the City of Oswego supports this annual event and is recommending a sponsorship in the amount of \$3,000 for the CNY Great Pumpkin Festival, and now therefore be it

RESOLVED, the City of Oswego fully supports the CNY Great Pumpkin Festival, and be it finally

RESOLVED, the City of Oswego will provide a \$3,000 sponsorship to the Greater Oswego-Fulton Chamber of Commerce for the Great CNY Pumpkin Festival which will be paid by the Community Development Office.

AYES AND NAYS CALLED			<u>ABSENT/</u>
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October, 2018

MARK TESORIERO City Clerk

Approved October 10th, 2018

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Community Development

Page No. _____

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 10/09/18

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☒ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

Fire Chief Randall B. Griffin is requesting a intra-departmental transfer for the following accounts:

\$15,000.00 from Acct. #A.3410.0460 to Acct. #A.3410.0410

This transfer is to be used to upgrade technology equipment and purchase other miscellaneous items that fall under the A.3410.0410 budget category guidelines.

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, Fire Chief Randall B. Griffin is requesting an Intra-departmental transfer for the following accounts:

\$15,000.00 from Acct. #A.3410.0460 to Acct. #A.3410.0410, and

WHEREAS, this transfer is to be used to upgrade technology equipment and purchase miscellaneous items that fall under the A.3410.0410 budget category guidelines, and be it

RESOLVED, that permission is hereby granted to the City Chamberlain to authorize the above transfers into the appropriate account.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, W	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk
WILLIAM J. BARLOW, JR. Mayor

Approved October 10, 2018

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 9/27/2018

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|--|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☒ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

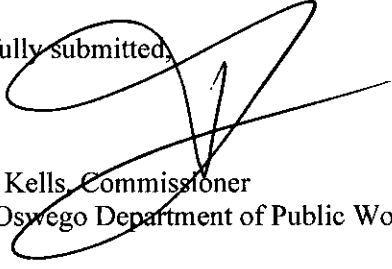
Administrative Services Committee
City of Oswego
City Hall
Oswego, New York 13126

Dear Chairman Robert Corradino and Committee Members:

I, Thomas Kells, Commissioner of the Department of Public Works requests authorization for the City Chamberlain to transfer funds for fire hydrants, equipment and upgrades at the Water Treatment Plant. The transfers are as follows:

\$40,000.00 from F8320.420 Source of Power and Pumps Utilities to F8340.410 Transmission and Distribution Materials and Supplies
\$10,000.00 from F8320.420 Source of Power and Pumps Utilities to F8320.410 Source of Power and Pumps Materials and Supplies
\$30,000.00 from F8320.420 Source of Power and Pumps Utilities to F8320.440 Source of Power and Pumps Contracted Services
\$60,000.00 from F8320.420 Source of Power and Pumps Utilities to F8320.200 Source of Power and Pumps Equipment

Respectfully submitted,


Thomas Kells, Commissioner
City of Oswego Department of Public Works, Parks and Recreation

TK/mlf
Attachment

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Corradino

WHEREAS, Thomas Kells, Commissioner of the Department of Public Works requests authorization for the City Chamberlain to transfer funds for fire hydrants, equipment and upgrades at the Water Treatment Plant as follows:

\$40,000.00 from F8320.420 Source of Power and Pumps Utilities to F8340.410 Transmission and Distribution Materials and Supplies;

\$10,000.00 from F8320.420 Source of Power and Pumps Utilities to F8320.410 Source of Power and Pumps Materials and Supplies;

\$30,000.00 from F8320.420 Source of Power and Pumps Utilities to F8320.440 Source of Power and Pumps Contracted Services;

\$60,000.00 from F8320.420 Source of Power and Pumps Utilities to F8320.200 Source of Power and Pumps Equipment

NOW, THEREFORE BE IT

RESOLVED, that the City Chamberlain be and she is hereby authorized to complete the above transfer of funds.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, 10	✓		
Councilor Corradino	✓		
TOTAL	5	0	2

ADOPTED

LOST

Recommended by Administrative Services
Committee

Chairman Robert Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10 2018

WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, the following Resolution(s) sponsored by Councilor McBrearty has/have not been reviewed by any Committee of this Common Council, and

WHEREAS, Rule VII, Paragraph 2, required such Committee consideration prior to Common Council action, now, therefore be it

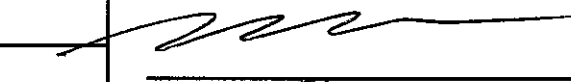
RESOLVED, that pursuant to Rule XI of the Common Council Rules, Rule VII, Paragraph 2, is suspended so that Resolution No(s) 372 may be acted upon without committee consideration.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi		✓	
Councilor Hill, Jr. <u>10</u>	✓		
Councilor Wilmott	✓		
Councilor Gosek		✓	
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	<u>5</u>	<u>0</u>	<u>2</u>

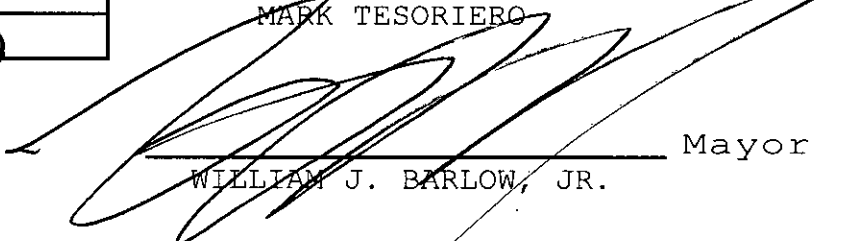
ADOPTED LOST

Approved October 10 2018

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018


 MARK TESORIERO

City Clerk


 WILLIAM J. BARLOW, JR.

Mayor



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and the City of Oswego, New York ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	December 01, 2018
Rain Date(s) of Show (if negotiated):	December 02, 2018
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$5,500.00
Pre-Show Advance:	\$2,750.00
Pre-Show Advance Due Date:	Due on or before July 01, 2018
Payment Terms:	Net 10 Days after the completion of the display
Postponement Fee:	Not to Exceed \$1,375.00
Cancellation Fee:	\$3,500.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

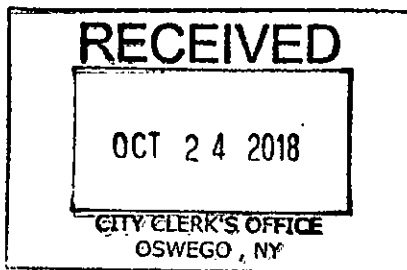
Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site") that is approved by local authorities,
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show, including Permit fees,
- C) providing adequate private or public security, police and fire protection,
- D) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E) securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F) removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

Pyrotecnico Fireworks Display Agreement 2017

Sponsor Initials: [Signature]



Page 1 of 4

SCRIPTED SHOW AND MUSIC SOUNDTRACKS
For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

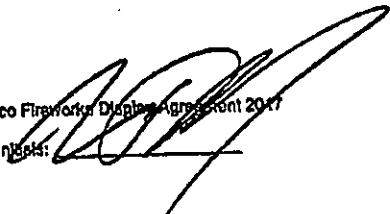
Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

Pyrotecnico Fireworks Display Agreement 2017

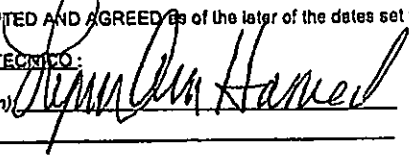
Sponsor Inks: 

MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instituting legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED to the later of the dates set forth below the signatures below.

PYROTECNICO:

By (sign) 

Name: _____

Title: _____

Date: _____

Address: PO Box 149

New Castle PA 16103

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

SPONSOR:

By (sign) 

Name: William J. Breen

Title: _____

Date: 6/15/18

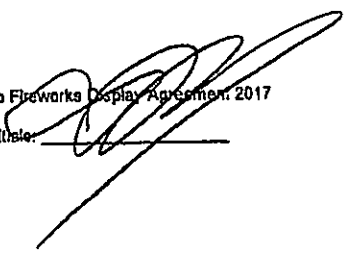
Address: 13 West Onelda Street

Oswego, New York 13126

Phone: 315.942.8136

Email: _____

Pyrotecnico Fireworks Display Agreement 2017

Sponsor Initials: 



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the Insurance certificate to be processed.
If a section is not applicable, please write n/a in that section.

Account Name: City of Oswego

Address: 13 West Oneida Street

City, State & Zip: Oswego, New York 13126

Phone Number: 315.342.8136

Fax Number: 315.342.8238

Contact Persons Name: Nate Emmons, Third Ward Councilor

Main Phone Number: 315.719.4494 Cell: 315.719.4494 Fax: 315.342.8238

Email Address: nemmons13@gmail.com

Accounts Payable Contact: Deborah Coad Email: dcoad@oswegony.org

Display Date & Time: December 01, 2018 / 6:00 P.M. Rain Date: December 02, 2018 / 6:00 P.M.

Sunset: 4:30 P.M.

Contact Person on Site (Day of display), if different from above:

Name: NATE EMMONS Cell Phone Number: 315 719 4494

Email Address:

Display Site Location and Address:

Walking bridge over Oswego River Oswego, New York 13126

Additionally Insured -- If Applicable: City of Oswego, New York

• Please complete and return this form to Pyrotecnico:

• Fax to: 724.652.1288

• Email to: Raquel Flowers at rflowers@pyrotecnico.com or graynor@pyrotecnico.com

Pyrotecnico Fireworks Display Agreement 2017

Sponsor Initials: [Signature]

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Tesoriero

WHEREAS, the City of Oswego previously approved funding for fireworks at the Christmas Tree Lighting Ceremony, and

WHEREAS, a pre event deposit has been requested by the fireworks provider PYROTECNICO in the amount of \$2,750.00,

NOW THEREFORE BE IT

RESOLVED, that the City Chamberlain is authorized to advance a deposit in the amount of \$2,750.00 from the Tourism Budget A.6475.0440 to PYROTECCNICO, and

BE IT FURTHER

RESOLVED, Mayor William J. Barlow, Jr. is authorized to sign a contract with PYROTECNICO to provide the fireworks.

AYES AND NAYS CALLED			<u>ABSENT/</u>
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr. <u>10</u>	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	<u>5</u>	<u>0</u>	<u>2</u>

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 9th day of October 2018

City Clerk

MARK TESORIERO

Mayor

WILLIAM J. BARLOW, JR.

Approved October 10 2018

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Concedo

RESOLVED, that this Regular Meeting of the Common Council now adjourn at
7:47 p.m.

AYES AND NAYS CALLED			ABSENT/
	AYES	NAYS	ABSTAIN
Councilor McBrearty	✓		
Councilor DeMassi			✓
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek			✓
Councilor Tesoriero, Jr. <u>10</u>	✓		
Councilor Corradino	✓		
TOTAL	<u>5</u>	<u>0</u>	<u>2</u>
	ADOPTED	LOST	

I certify that the foregoing resolution
was duly passed by the Common Council
on the 9th day of October 2018

MARK TESORIERO City Clerk

Approved October 10, 2018

WILLIAM J. BARLOW, JR. Mayor



AGENDA
Common Council Meeting
October 9, 2018
7:05 PM

Public Hearing

PUBLIC HEARING – Re: Proposed Amendments to the Code of the City of Oswego, Chapter 257, Vehicles and Traffic, Section 257-26(D), Parking in Public Space Restricted

Mayor Barlow, Councilors McBrearty, Hill, Wilmott, Tesoriero and Corradino were present. Councilors DeMassi and Gosek were excused. Public Hearing started at 7:06 p.m. There were no speakers.

Adjournment for Public Hearing Re: Proposed Amendments to the Code of the City of Oswego, Chapter 257, Vehicles and Traffic, Section 257-26(D), Parking in Public Space Restricted

Motion to sponsor the resolution was made by Councilor Hill. Councilor Corradino was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

PUBLIC HEARING – Re: Proposed Amendments to the Code of the City of Oswego, Chapter 257, Vehicles and Traffic, Sections 257-27 Winter Parking Restrictions

Mayor Barlow, Councilors McBrearty, Hill, Wilmott, Tesoriero and Corradino were present. Councilors DeMassi and Gosek were excused. Public Hearing started at 7:10 p.m. There were two speakers.

Adjournment for Public Hearing Re: Proposed Amendments to the Code of the City of Oswego, Chapter 257, Vehicles and Traffic, Section 257-27, Winter Parking Restrictions

Motion to sponsor the resolution was made by Councilor Hill. Councilor Corradino was the second. Resolution passed 5-0-2

(Councilors DeMassi and Gosek were excused).

Public Session

Pledge of Allegiance to the Flag

Roll Call

Roll Call

Mayor Barlow, Councilors McBrearty, Hill, Wilmott, Tesoriero and Corradino were present. Councilors DeMassi and Gosek were excused.

Mayor's Report to the Common Council

Resolutions

- 353 Approve Minutes Common Council Meeting Held September 24, 2018

Motion to sponsor the resolution was made by Councilor McBrearty. Councilor Hill was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 354 Appoint Commissioner of Deeds

Motion to sponsor the resolution was made by Councilor Tesoriero. Councilor Hill was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 355 Approve Use of Public Space – Daniel Batchelor, Owner of a Single Family Dwelling Located at 149 West Eighth Street, In Order to Install a Four Foot High Gate

Motion to sponsor the resolution was made by Councilor Hill. Councilor McBrearty was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 356 Approve Use of Public Space – Michael Belden, Owner of a Single Family Dwelling Located at 169 East Sixth Street, In Order to Install a New Covered Porch

Motion to sponsor the resolution was made by Councilor Wilmott. Councilor Tesoriero was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 357 Authorize Public Hearing – Re: Proposed Local Law No. *6 of the Year 2018 - A Local Law Amending Chapter 59, Alcoholic, Beverages of the Code of the City of Oswego, New York

Motion to sponsor the resolution was made by Councilor Hill. Councilor Corradino was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 358 Approve Proposed Amendments To the Code of the City of Oswego, Chapter 257, Vehicles And Traffic, Section 257-26(D), Parking in Public Space Restricted

Motion to sponsor the resolution was made by Councilor Tesoriero. Councilor McBrearty was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 359 Approve Proposed Amendments To the Code of the City of Oswego, Chapter 257, Vehicles And Traffic, Section 257-27, Winter Parking Restrictions

Motion to sponsor the resolution was made by Councilor McBrearty. Councilor Hill was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 360 Authorize Mayor to Enter Into an Agreement with Brown and Caldwell Engineers, Inc. for Asset Registry/CMMS Services at the West Side Wastewater Treatment Plant

Motion to sponsor the resolution was made by Councilor Corradino. Councilor Hill was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 361 Authorize Mayor to Sign Change Order No. 1 with Barrett Paving For the 2018 Milling and Paving Project

Motion to sponsor the resolution was made by Councilor Wilmott. Councilor Tesoriero was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 362 Authorize Mayor to Sign Change Order No. 1 with Scriba Electric, Inc. for the East Side Wastewater Treatment Plant Dewatering Equipment Replacement Project

Motion to sponsor the resolution was made by Councilor Corradino. Councilor Hill was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 363 Authorize Mayor to Enter Into an Agreement with the Victor Orlando Woolson Foundation, Inc. (VOW) for the Drug Abuse Resistance Education (D.A.R.E.) Program

Motion to sponsor the resolution was made by Councilor Tesoriero. Councilor Hill was the second. Resolution passed 5-0-2 (Councilors

DeMassi and Gosek were excused).

- 364 Accept Proposal Submitted by GHD Consulting Services, Inc. for the West Side Wastewater Treatment Plant Stormwater Pollution Prevention Project

Motion to sponsor the resolution was made by Councilor Tesoriero. Councilor Corradino was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 365 Accept Proposal Submitted by Jacob A. Cooper to Provide Architectural Services at the Animal Shelter as Part of the New York State Companion Animal Capital Fund Grant

Motion to sponsor the resolution was made by Councilor McBrearty. Councilor Hill was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 366 Approve Request to Seek Bids for the Replacement of Roofs on Several City-Owned Buildings

Motion to sponsor the resolution was made by Councilor Tesoriero. Councilor Corradino was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 367 Grant Blanket Authorization to Hold Auctions Through Auctions International

Motion to sponsor the resolution was made by Councilor Hill. Councilor Tesoriero was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 368 Approve Sponsorship of the CNY Great Pumpkin Festival for the Year 2018

Motion to sponsor the resolution was made by Councilor Corradino. Councilor McBrearty was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 369 Approve Transfer of Funds From Within the Fire Department

Motion to sponsor the resolution was made by Councilor Hill. Councilor Tesoriero was the second. Resolution passed 5-0-2 (Councilors DeMassi and Gosek were excused).

- 370 Approve Transfer of Funds From Within the Water Department

Motion to sponsor the resolution was made by Councilor Corradino. Councilor Tesoriero was the second. Resolution passed 5-0-2

(Councilors DeMassi and Gosek were excused).

- 371 Waive Rules of the Common Council to Present Resolution No. 372
From the Floor Without Committee Consideration

**Motion to sponsor the resolution was made by Councilor McBrearty.
Councilor Hill was the second. Resolution passed 5-0-2 (Councilors
DeMassi and Gosek were excused).**

- 372 Authorize Mayor to Enter Into an Agreement with Pyrotecnico for
the Fireworks Display at the Annual Tree Lighting and Further
Authorize the City Chamberlain to Advance Funds for Same

**Motion to sponsor the resolution was made by Councilor Tesoriero.
Councilor Hill was the second. Resolution passed 5-0-2 (Councilors
DeMassi and Gosek were excused).**

Adjournment

Unfinished Business

- 373 Adjournment

**Motion to sponsor the resolution was made by Councilor Corradino.
Councilor Tesoriero was the second. Resolution passed 5-0-2
(Councilors DeMassi and Gosek were excused). Meeting adjourned
at 7:47 p.m.**