

**\*\*NOTE TIME CHANGE: PUBLIC SESSION & COUNCIL MEETING WILL EACH BE HELD ONE (1) HOUR LATER AT 8:15 P.M. AND 8:30 P.M., RESPECTIVELY\*\***

AGENDA  
COMMON COUNCIL MEETING  
June 26, 2023

PUBLIC SESSION

**8:15 p.m.**

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL FOR REGULAR MEETING

**8:30 p.m.**

MAYOR'S REPORT TO THE COMMON COUNCIL

- RESOLUTION NO. 196 – Approve Minutes Common Council Meeting Held June 12, 2023
- 197 – Approve Use of Public Space – Jessica LaGray, Owner of a Single-family Dwelling Located at 171 East Eleventh Street, in Order to Install New Landscaping
- 198 – Approve Use of Public Space and Grant Variance of the Noise Ordinance – Constellation, to Hold Their Employee Cornhole Tournament at Breitbeck Park on Thursday, July 20, 2023
- 199 – Motion to Rescind Resolution No. 177, Dated June 12, 2023
- 200 - Approve Use of Public Space – Paul Palucci, to Host a Toddler Soccer Program in Breitbeck Park Monday Evenings from September 11 to October 16, 2023
- 201 – Motion to Rescind Resolution No. 120, Dated April 24, 2023
- 202 – Approve Use of Public Space – Paul Palucci, to Host a Toddler Soccer Program in Breitbeck Park Monday Evenings from June 5 to August 7, 2023
- 203 – Motion to Rescind Resolution No. 66, Dated February 27, 2023
- 204 – Approve Use of Public Space and Grant Variance of the Noise Ordinance – Laura Brazak, on Behalf of the DAWN Ladies, in Order to Host an Event at Breitbeck Park on Sunday, August 6, 2023
- 205 – Motion to Rescind Resolution No. 156, Dated May 22, 2023
- 206 – Approve Use of Public Space – Oswego Federal Credit Union, in Order to Host “Movies in the Park” to be Held on June 28, 2023, in Washington Square Park
- 207 – Accept Donation of a Bench from Patty Lowery in Honor of her Parents to Replace Existing Bench Located in Breitbeck Park
- 208 – Authorize Mayor to Sign the WaterPoint Network Plan Agreement with 64seconds, Inc. for Water and Sewer Tracking Work and Mapping Infrastructure
- 209 – Authorize Mayor to Sign Amendment No. 2 with GHD Consulting Services Inc. in the Amount of \$613,300.00, for Bidding and Construction Phase Services for the Eastside Wastewater Treatment Plant Blower Improvements Project
- 210 – Authorize City Chamberlain to Complete a Budget Amendment to the Park Contracted Services Account in the Amount of \$14,436.00 for Contracted Maintenance at Shapiro Park and Legends Fields
- 211 – Authorize City Chamberlain to Complete a Budget Amendment to the Computer Contracted Services Account in the Amount of \$162,428.00 for Remote Piloted Drones and Air Space Monitoring
- 212 – Authorize City Chamberlain to Complete a Transfer of Funds from the General Fund Contingent Account to the Clerk's Personal Services Account in the Amount of \$6,000.00 for a Temporary Records Office Intern
- 213 – Adjournment

# Common Council Proceedings

## IN COMMON COUNCIL

Monday Evening June 26, 2023

Meeting Called to Order at 8:30 P.M.

### Regular Meeting

## ROLL CALL

|                        | PRESENT | ABSENT |
|------------------------|---------|--------|
| His Honor<br>the Mayor | ✓       |        |
| Councilor McBrearty    | ✓       |        |
| Councilor Burridge     | ✓       |        |
| Councilor Hill, Jr.    |         | ✓      |
| Councilor Walker       |         | ✓      |
| Councilor Gosek        | ✓       |        |
| Councilor Plunkett     | ✓       |        |
| Councilor Corradino    | ✓       |        |
|                        |         |        |
|                        |         |        |

*excused  
excused*

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Gosek

RESOLVED, that the minutes of the Regular Common Council Meeting held Monday evening, June 12, 2023, be and they hereby are approved and accepted.

| AYES AND NAYS CALLED  |      |      | ABSENT / |
|-----------------------|------|------|----------|
|                       | AYES | NAYS | ABSTAIN  |
| Councilor McBrearty * | ✓    |      |          |
| Councilor Burrridge   | ✓    |      |          |
| Councilor Hill, Jr.   |      |      | ✓        |
| Councilor Walker      |      |      | ✓        |
| Councilor Gosek       | ✓    |      |          |
| Councilor Plunkett    | ✓    |      |          |
| Councilor Corradino   | ✓    |      |          |
|                       |      |      |          |
|                       |      |      |          |
| TOTAL                 | 5    | 0    | 2        |

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

ADOPTED LOST  
Approved June 27, 2023 WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 06/15/2023

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

Fr: Office of .....

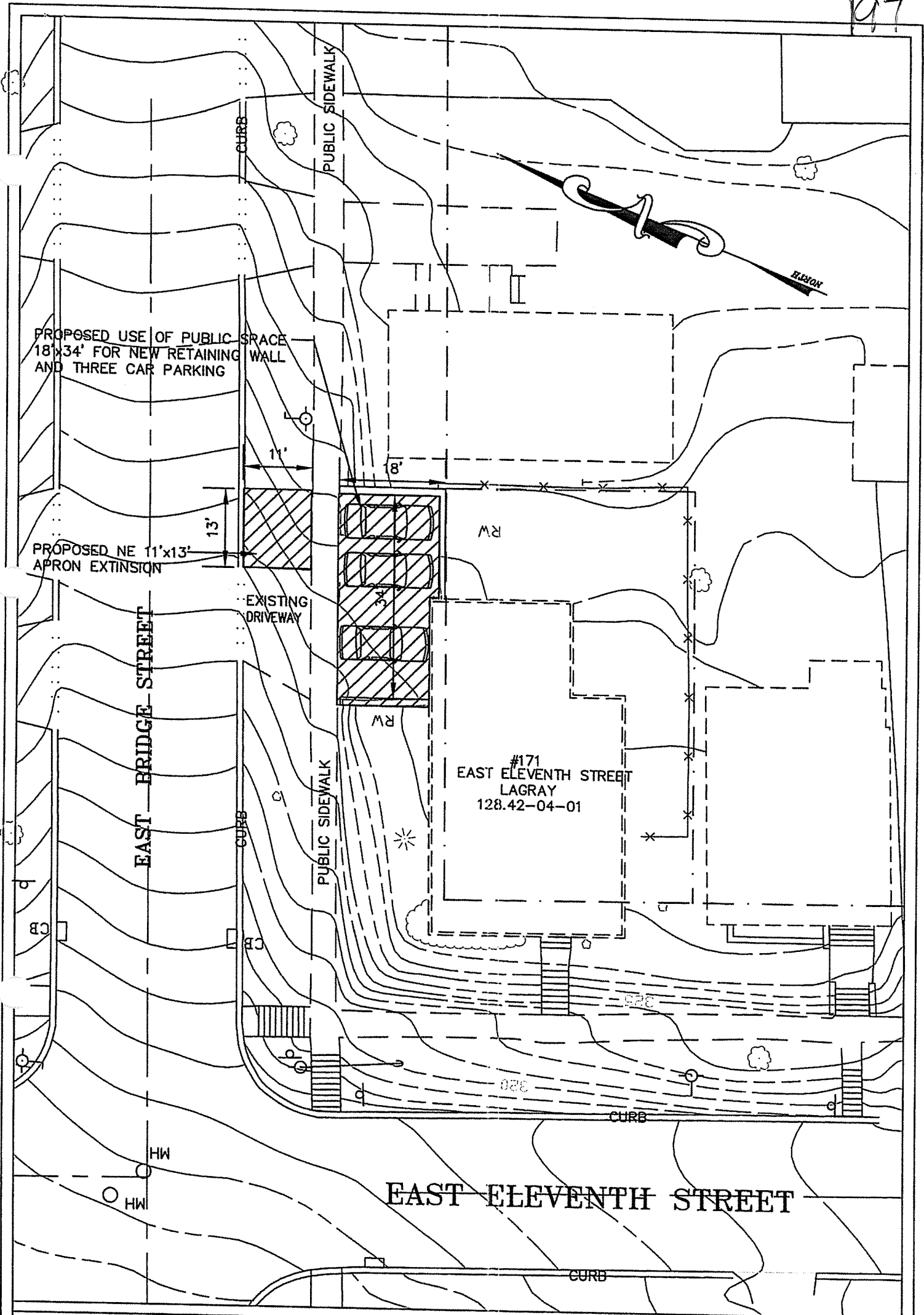
- |                                                |                                                       |
|------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> City Attorney         | <input type="checkbox"/> Purchasing Agent             |
| <input type="checkbox"/> City Chamberlain      | <input type="checkbox"/> Recreation                   |
| <input type="checkbox"/> City Clerk            | <input type="checkbox"/> Sewage Treatment Plant, E/W  |
| <input type="checkbox"/> City Engineer         | <input type="checkbox"/> Traffic Engineering          |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water               |
| <input type="checkbox"/> Dept. of Fire         | <input type="checkbox"/> Dept. of Works               |
| <input type="checkbox"/> Dept. of Personnel    | <input checked="" type="checkbox"/> Zoning & Planning |
| <input type="checkbox"/> Dept. of Police       | <input type="checkbox"/> Other                        |

Re: Use of Public Space  
171 East Eleventh Street

Dear Councilors:

Forwarded herewith is a request to use public space, submitted by Ms. Jessica LaGray, owner of a single-family dwelling known as 171 East Eleventh Street, located in the Second Ward, to allow the installation of landscaping not to exceed four foot (4') in height between the curb and sidewalk, fronting East Eleventh Street, as shown on the attached survey.

/dma



# 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 Burridge

WHEREAS, Ms. Jessica LaGray, owner of a single-family dwelling known as 171 East Eleventh Street, located in the Second Ward, requests the use of public space to allow the installation of landscaping not to exceed four foot (4') in height between the curb and sidewalk, fronting East Eleventh Street; as shown on the attached survey; 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 to Ms. LaGray 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 Ms. LaGray, 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, RESOLVED, that upon future sale of the aforementioned property by Ms. LaGray, it shall be her 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  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  | ✓    |      |         |
| Councilor Burridge   | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek      | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino  | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED LOST

Recommended by Physical Services  
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023  
WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 6/15/2023

- ☐ 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

RE: Constellation Cornhole Tournament

Dear Councilors,

The Office of Economic Development has received a Special Event application from Constellation to host the JAF/NMP Cornhole Tournament on Thursday, July 20th at Breitbeck Park from 12:00 p.m. - 6:00 p.m. The event is requesting use of public space Breitbeck Park. The event is requesting a waiver of the Noise Ordinance as well as a waiver of the Open Container Ordinance. The event is a combined cornhole tournament with FitzPatrick and Nine Mile Point and are expecting 200-300 attendees.

Ordered filed and printed with the proceedings.

CITY OF OSWEGO  
SPECIAL EVENT APPLICATION



The City of Oswego recognizes special events as an important part of Oswego’s quality of life. They enhance tourism, provide economic benefit to businesses, promote cultural diversity and provide affordable entertainment.

Required Event Information:

Applicant name: Megan Clary Phone: 3155321540 Email: megan.clary@constellation.com

City Resident: Yes ☐ No ☒ Mailing Address 411 O'Connor Rd Oswego, NY 13126

Nonprofit: Yes ☐ No ☒ Event Contact Person: Megan Clary

Contact Information on Day of Event: Megan Clary

Event Coordinator: Megan Clary Phone: 3155321540 Email: Megan.Clary@constellation.com

Name of the Event: JAF/NMP Cornhole Tournament Event Location/Address: Breitbeck Park

Event Dates: July 20th Time of Event: 1200-1800

Description of the Event: This is a combined cornhole tournament with FitzPatrick and Nine Mile Point. Both sites will be competing.

Event Type: Procession / Parade ☐ Public Assembly ☐ Organized Competitive Event ☒ Festival ☐ Block Party ☐

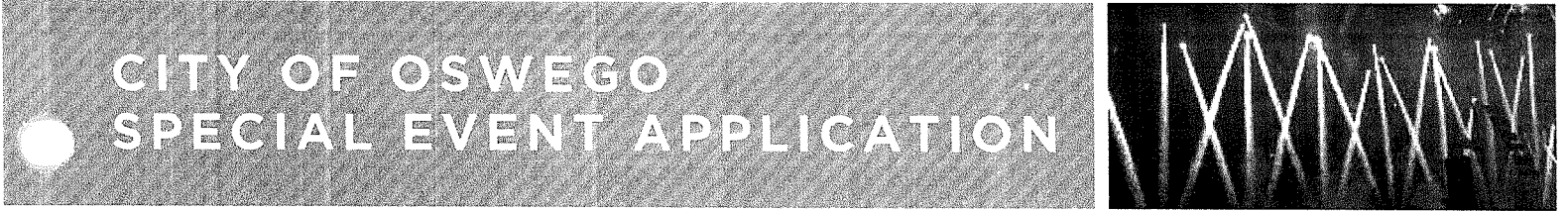
Estimated Number of Participants or Attendees 200-300

*\*Events with 5,000 or more participants or attendees are required to provide an Incident Action Plan*  
*\*\*Event Site Map Must be Attached\*\**

|                                                                                      |                                                                     |                                                                                                     |                                                          |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Are you planning to sell or service alcohol?<br>*Chapter 59 of City of Oswego Code   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Are you planning a firework display?<br>Requires firework permit<br>**NYS Penal Law, Article 405.00 | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Are you planning to use sound amplification?<br>**Chapter 165 of City of Oswego Code | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                                                                                     |                                                          |

Requested Fee Services:

|                                                                                                                               |                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Road closure<br>\$150 flat fee per area – (point A to Point B for barricades) – Identify on Site Map |                                                                             |
| <input type="checkbox"/> Bandstand<br>\$150 flat fee per day                                                                  | <input type="checkbox"/> Veterans Stage<br>\$75 flat fee per day            |
| <input type="checkbox"/> McCrobie Building Rental<br>\$93.50/hour with a minimum charge of 3 hours                            | <input type="checkbox"/> Breitbeck Pavilion Rental<br>\$75 flat fee per day |



City Parks & Public Areas

☒ Breitbeck Park   ☐ Washington Park   ☐ Franklin Square (West Park)   ☐ Linear Park East   ☐ Linear Park West   ☐ Montcalm Park  
☐ Oak Hill Park   ☐ Veteran's Memorial Park/Veteran's Stage   ☐ Hamilton Park   ☐ Civic Plaza   ☐ McCrobie Building

Event Plan- Vendors And Concessions

Are you requiring admission fees / donations to enter your event?   ☐ Yes / if yes, cost of admission: \_\_\_\_\_   ☒ No

What kind of barriers will be used to close off the area? \_\_\_\_\_

Will there be vending?   ☒ Food   ☐ Beverage   ☒ Goods   ☐ Services   Total Vendors: N/A

Will food be sold, served, or given away?   ☒ Yes   ☐ No

Will items or services be sold at the event?   ☒ Yes, if YES, please describe: We will have a vendor who makes crafts etc   ☐ No

Event Plan- Entertainment And Activities

Entertainment:

Are there any musical entertainment features related to your event?   ☒ Yes   ☐ No

What type of live Entertainment will be featured at your event?   We have 2 individuals from our site that will be singing/playing instruments

- ☐ Dance
- ☐ Jugglers
- ☐ DJs Bands
- ☐ Other

Please describe: the individuals will bring their own equipment but will need a plug to hook everything up to.

\_\_\_\_\_

\_\_\_\_\_

Event Plan- Vendors And Concessions

Does the proposed special event involve water related activities involving the Oswego River and/or Oswego Harbor?   ☐ Yes   ☒ No

Please describe: \_\_\_\_\_

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Sound Amplification: Start Time: \_\_\_\_\_ am/pm Finish Time: \_\_\_\_\_ am/pm

Sound Checks prior to event: Start Time: \_\_\_\_\_ am/pm Finish Time: \_\_\_\_\_ am/pm

Please describe the sound equipment that will be used for your event: \_\_\_\_\_

\_\_\_\_\_

Name of Sound/Production Company : \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell Phone for Day of Event: \_\_\_\_\_

Electrical Services: Will your event require Electrical services/Generators? ☒ Yes ☐ No

If yes, please provide name of vendor: \_\_\_\_\_

#### Event Operation- Sanitation And Waste Management

##### Sanitation:

##### Portable and/or Permanent Toilet Facilities:

Delivery Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Pick-up Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Number of Portable Toilets: \_\_\_\_\_ Number of ADA Accessible Toilets: \_\_\_\_\_

Permanent Toilet Facilities: \_\_\_\_\_ Name of Portable Toilet Vendor: \_\_\_\_\_

If you have a plan for using permanent toilet facilities please list the location of these facilities below: Will be using the bathrooms at breitbeck park

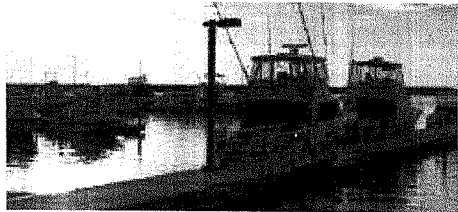
\_\_\_\_\_

##### Describe your plan for clean up and removal of waste and garbage during and after the event:

Clean-up Date: : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

**PLEASE NOTE:** You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. The City does not provide cleaning or street sweeping services.

CITY OF OSWEGO  
SPECIAL EVENT APPLICATION



Event Operation- Safety And Security

Medical Services:

The City of Oswego requires a first aid station with medically certified personnel having a minimum of current First Aid and completes CPR certifications at any event with an attendance of over 5,000 people. Event planners must provide either a contracted emergency vehicle or equivalent. This station/vehicle must be centrally located and clearly marked. Please indicate what arrangements you have made for providing First Aid Staffing and Equipment and provide a copy of your contract with this application.

# \_\_\_\_\_ Ambulance(s) How provided? \_\_\_\_\_

Company's Public Utilities License # \_\_\_\_\_

Emergency Medical Technician(s) How provided? \_\_\_\_\_

Security: (This area requires approval of the Oswego Police Dept.)

Does your event require assistance from the Oswego Police Department for staffing? ☐ Yes ☒ No

If No, are you providing private security? ☐ Yes ☒ No

If Yes, security provided by the applicant for the special event there must be coordination with the Oswego Police Department.

Please explain the proposed security measures: \_\_\_\_\_

\_\_\_\_\_

*The Special Events Committee will review this application the Oswego Police Department for guidance and will provide discretionary review and modifications to ensure security and safety based on the proposed event.*

Fire Safety: (This area requires approval of the Oswego Fire Dept.)

Does your event require assistance from the Oswego Fire Department for staffing? ☐ Yes ☒ No

If yes, please explain why: \_\_\_\_\_

\_\_\_\_\_

*The Special Events Committee will review this application with the Oswego Fire Department for guidance and discretionary review and modifications to ensure fire safety (and water safety as applicable) for the proposed event.*

Disclaimer: I certify the information contained in the application is true to my best of abilities.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

SPECIAL EVENTS COMMITTEE  
AND DEPARTMENT REVIEW



| COST ESTIMATES |         |
|----------------|---------|
| Location       | \$ /day |
| Location       | \$ /day |
| Location       | \$ /day |
| Location       | \$ /day |

| COST ESTIMATES |    |
|----------------|----|
| Fire / EMT     | \$ |
| Police         | \$ |

Payment Record

(Excludes Fire and Police detail)

Total Permit Fee: Amount \$: \_\_\_\_\_ Check #: \_\_\_\_\_ Check Date: \_\_\_\_\_ Deposit #: \_\_\_\_\_

| Insurance Documentation* | Required | Date Received | Staff Initials |
|--------------------------|----------|---------------|----------------|
| Liability                | _____    | _____         | _____          |

Departmental Review

The following signatures are required for approval of your event:

| Signature                                | Date |
|------------------------------------------|------|
| Police Department _____                  |      |
| Comments: _____                          |      |
| _____                                    |      |
| _____                                    |      |
| Fire Department/Emergency Services _____ |      |
| Comments: _____                          |      |
| _____                                    |      |
| _____                                    |      |
| Parks Department _____                   |      |
| Comments: _____                          |      |
| _____                                    |      |
| _____                                    |      |
| Department of Public Works _____         |      |
| Comments: _____                          |      |
| _____                                    |      |
| _____                                    |      |
| City Clerks Office _____                 |      |
| Comments: _____                          |      |
| _____                                    |      |
| _____                                    |      |

# CITY OF OSWEGO, NEW YORK

## Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, the Office of Economic Development has received a request from Constellation to host the JAF/NMP Cornhole Tournament on Thursday, July 20th at Breitbeck Park from 12:00 p.m. - 6:00 p.m., and

WHEREAS, the event is requesting use of Public Space at Breitbeck Park, and

WHEREAS, the event is requesting a waiver of the Noise Ordinance, and

WHEREAS, the event is requesting a waiver of the Open Container Ordinance, and

WHEREAS, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured, and, now, therefore be it,

RESOLVED, permission is granted to Constellation to host the JAF/NMP Cornhole Tournament on Thursday, July 20th at Breitbeck Park from 12:00 p.m. - 6:00 p.m., and, be it further

RESOLVED, permission is granted for a waiver of the Noise Ordinance, and, be it further,

RESOLVED, permission is granted for a waiver of the Open Container Ordinance, and

RESOLVED, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

| AYES AND NAYS CALLED |      |      | ABSENT  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  | ✓    |      |         |
| Councilor Burridge   | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek      | ✓    |      |         |
| Councilor Plunket    | ✓    |      |         |
| Councilor Corradino  | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED LOST

Recommended by Physical Services  
Committee

Chairman Kevin Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023

WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Plunkett

WHEREAS, the City of Oswego Economic Development Office received a request from Paul Palucci of Soccer Tots to host a toddler soccer program on Monday evenings from September 11, 2023, to October 16th, 2023, from 6:00 p.m. - 7:00 p.m., and

WHEREAS, the event is requesting use of Public Space at Breitbeck Park, and

WHEREAS, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured, now, therefore be it,

RESOLVED, Paul Palucci of Soccer Tots is granted permission to host a toddler soccer program on Monday evenings from September 11, 2023, to October 16th, 2023, from 6:00 p.m. - 7:00 p.m., and, be it further

RESOLVED, permission is granted for Paul Pallucci of Soccer Tots to use Public Space at Breitbeck Park, and, be it finally,

RESOLVED, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

| AYES AND NAYS CALLED |      |      | ABSENT/ |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  |      |      | ✓       |
| Councilor Burrridge  | ✓    |      |         |
| Councilor Hill, Jr.  | ✓    |      |         |
| Councilor Walker     | ✓    |      |         |
| Councilor Gosek *    | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino  | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 6    | 0    | 1       |

ADOPTED

Recommended by Physical Services  
Committee

Chairman Kevin Hill Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of June 2023

MARK TESORIERO City Clerk

Approved June 13, 2023

WILLIAM J. BARLOW, JR. Mayor

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

RESOLVED, that Resolution No. 177 dated June 12, 2023, approving use of public space to Paul Palucci to host a toddler soccer program in Breitbeck Park Monday evenings from September 11 to October 16, 2023, be and it hereby is rescinded in its entirety.

| AYES AND NAYS CALLED |      |      | ABSENT/<br>ABSTAIN |
|----------------------|------|------|--------------------|
|                      | AYES | NAYS |                    |
| Councilor McBrearty  | ✓    |      |                    |
| Councilor Burridge   | ✓    |      |                    |
| Councilor Hill, Jr.  |      |      | ✓                  |
| Councilor Walker     |      |      | ✓                  |
| Councilor Gosek      | ✓    |      |                    |
| Councilor Plunkett   | ✓    |      |                    |
| Councilor Corradino  | ✓    |      |                    |
|                      |      |      |                    |
|                      |      |      |                    |
| TOTAL                | 5    | 0    | 2                  |

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 6/15/2023

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

Fr: Office of .....

- |                                                           |                                                      |
|-----------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney                    | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain                 | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk                       | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer                    | <input type="checkbox"/> Traffic Engineering         |
| <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire                    | <input type="checkbox"/> Dept. of Works              |
| <input type="checkbox"/> Dept. of Personnel               | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police                  | <input type="checkbox"/> Other                       |

THIS IS A RESCIND AND REPLACE

RE: Soccer Tots Fall 2023

Dear Councilors,

The City of Oswego Office of Economic Development received a request from Paul Palucci of Soccer Tots to host a toddler soccer program on Monday evenings from September 11, 2023, to October 16th, 2023 with a rain date of October 23rd. The practices will be held from 6:00 p.m. - 7:00 p.m.

The event is requesting use of Public Space in Breitbeck Park on Monday evenings September 11, 2023, to October 16th, 2023.

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Plunkett

WHEREAS, the City of Oswego Economic Development Office received a request from Paul Palucci of Soccer Tots to host a toddler soccer program on Monday evenings from September 11, 2023, to October 16th with a rain date of October 23rd, 2023, from 6:00 p.m. - 7:00 p.m., and

WHEREAS, the event is requesting use of Public Space at Breitbeck Park, and

WHEREAS, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured, now, therefore be it,

RESOLVED, Paul Palucci of Soccer Tots is granted permission to host a toddler soccer program on Monday evenings from September 11, 2023, to October 16th, 2023, from 6:00 p.m. - 7:00 p.m. with a rain date of October 23rd, and, be it further

RESOLVED, permission is granted for Paul Pallucci of Soccer Tots to use Public Space at Breitbeck Park, and, be it finally,

RESOLVED, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

| AYES AND NAYS CALLED |      |      | ABSENT  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  | ✓    |      |         |
| Councilor Burridge   | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek      | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino  | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED LOST

Approved June 27, 2023

Recommended by Physical Services  
Committee

Chairman Kevin Hill Jr.

I certify that the foregoing resolution  
was duly passed by the Common Council  
on the 26th day of June 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Community Development

Page No. \_\_\_\_\_

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, the City of Oswego Economic Development Office received a request from Paul Palucci of Soccer Tots to host a toddler soccer program on Monday evenings from June 5th, 2023, to August 7th, 2023, skipping the week of Harborfest (July 24) from 6:00 p.m. - 7:00 p.m., and

WHEREAS, the event is requesting use of Public Space at Breitbeck Park, and

WHEREAS, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured, now, therefore be it,

RESOLVED, Paul Palucci of Soccer Tots is granted permission to host a toddler soccer program on Monday evenings from June 5th, 2023, to August 7th, 2023, skipping the week of Harborfest (July 24) from 6:00 p.m. - 7:00 p.m., and, be it further

RESOLVED, permission is granted for Paul Pallucci of Soccer Tots to use Public Space at Breitbeck Park, and, be it finally,

RESOLVED, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

| AYES AND NAYS CALLED |      |      | ABSENT/<br>ABSTAIN |
|----------------------|------|------|--------------------|
|                      | AYES | NAYS |                    |
| Councilor McBrearty  | ✓    |      |                    |
| Councilor Burrridge  | ✓    |      |                    |
| Councilor Hill, Jr.  | ✓    |      |                    |
| Councilor Walker     | ✓    |      |                    |
| Councilor Gosek      | ✓    |      |                    |
| Councilor Plunkett   | ✓    |      |                    |
| Councilor Corradino  | ✓    |      |                    |
|                      |      |      |                    |
|                      |      |      |                    |
| TOTAL                | 7    | 0    |                    |

ADOPTED LOST

Recommended by Physical Services  
Committee

Chairman Kevin Hill, Jr.

I certify that the foregoing resolution  
was duly passed by the Common Council  
on the 24th day of April 2023

MARK TESORIERO

City Clerk

Approved April 25, 2023

WILLIAM J. BARLOW, JR. Mayor

# CITY OF OSWEGO, NEW YORK

## Motions, Resolutions and Notices

By Councilor Burridge

RESOLVED, that Resolution No. 120 dated April 24, 2023, approving use of public space to Paul Palucci to host a toddler soccer program in Breitbeck Park Monday evenings from June 5 to August 7, 2023, be and it hereby is rescinded in its entirety.

| AYES AND NAYS CALLED |      |      | ABSENT  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  | ✓    |      |         |
| Councilor Burridge   | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek      | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino* | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 6/1/2023

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

Fr: Office of .....

- |                                                           |                                                      |
|-----------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney                    | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain                 | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk                       | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer                    | <input type="checkbox"/> Traffic Engineering         |
| <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire                    | <input type="checkbox"/> Dept. of Works              |
| <input type="checkbox"/> Dept. of Personnel               | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police                  | <input type="checkbox"/> Other                       |

THIS IS A RESCIND AND REPLACE

RE: Soccer Tots 2023

Dear Councilors,

The City of Oswego Office of Economic Development received a request from Paul Palucci of Soccer Tots to host a toddler soccer program on Monday evenings from June 5th, 2023, to August 7th, 2023, skipping the week of Harborfest (July 24). The practices will be held from 6:00 p.m. - 7:00 p.m.

The event is requesting use of Public Space in Breitbeck Park on Monday evenings June 5th, 2023, to August 7th, 2023, skipping the week of Harborfest.

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, the City of Oswego Economic Development Office received a request from Paul Palucci of Soccer Tots to host a toddler soccer program on Monday evenings from June 5th through August 7th with a rain date of August 14th, from 6:00 p.m. - 7:00 p.m., and

WHEREAS, the event is requesting use of Public Space at Breitbeck Park, and

WHEREAS, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured, now, therefore be it,

RESOLVED, Paul Palucci of Soccer Tots is granted permission to host a toddler soccer program on Monday evenings from June 5th through August 7th with a rain date of August 14th, from 6:00 p.m. - 7:00 p.m., and be it further

RESOLVED, permission is granted for Paul Palucci of Soccer Tots to use Public Space at Breitbeck Park, and, be it finally,

RESOLVED, the event organizer shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

| AYES AND NAYS CALLED |      |      | ABSENT/<br>ABSTAIN |
|----------------------|------|------|--------------------|
|                      | AYES | NAYS |                    |
| Councilor McBrearty  | ✓    |      |                    |
| Councilor Burrridge  | ✓    |      |                    |
| Councilor Hill, Jr.  |      |      | ✓                  |
| Councilor Walker     |      |      | ✓                  |
| Councilor Gosek      | ✓    |      |                    |
| Councilor Plunkett   | ✓    |      |                    |
| Councilor Corradino  | ✓    |      |                    |
|                      |      |      |                    |
|                      |      |      |                    |
| TOTAL                | 5    | 0    | 2                  |

ADOPTED LOST

Recommended by Physical Services  
Committee

Chairman Kevin Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023 WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, Timothy Rice, Commissioner of Public Works and Parks and Recreation, has received a request from Laura Brazak for a waiver of the noise ordinance for a three (3) piece band to perform at her event at Breitbeck Pavilion on August 6, 2023 from 12:00 pm to dusk, and,

WHEREAS, the Oswego City Police Department has also indicated that a waiver of the open container ordinance has been requested as well for this event, now, therefore be it

RESOLVED, that the City of Oswego grants to Laura Brazak, a waiver of the noise ordinance for a three (3) piece band to perform at her event at Breitbeck Pavilion on August 6, 2023 from 12:00 pm to dusk, and be it further,

RESOLVED, that the request for a waiver of the open container ordinance for this event is granted as well.

| AYES AND NAYS CALLED         |      |      | ABSENT/<br>ABSTAIN |
|------------------------------|------|------|--------------------|
|                              | AYES | NAYS |                    |
| Councilor McBrearty          | ✓    |      |                    |
| Councilor Burridge           | ✓    |      |                    |
| Councilor Hill, Jr.          | ✓    |      |                    |
| Councilor Walker             | ✓    |      |                    |
| Councilor Gosek <del>X</del> | ✓    |      |                    |
| Councilor Plunkett           | ✓    |      |                    |
| Councilor Corradino          | ✓    |      |                    |
|                              |      |      |                    |
|                              |      |      |                    |
| TOTAL                        | 7    | 0    |                    |

Recommended by Physical Services  
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 27th day of February 2023

Emily Burridge Clerk  
MARK PESORIERO

ADOPTED 7 LOST 0  
Approved February 28, 2023

WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Burridge

RESOLVED, that Resolution No. 66 dated February 27, 2023, approving use of public space and granting variance of the noise ordinance to Laura Brazak, on behalf of the DAWN ladies, in order to host an event at Breitbeck Park on Sunday, August 6, 2023, be and it hereby is rescinded in its entirety.

| AYES AND NAYS CALLED |      |      | ABSENT/<br>ABSTAIN |
|----------------------|------|------|--------------------|
|                      | AYES | NAYS |                    |
| Councilor McBrearty  | ✓    |      |                    |
| Councilor Burridge   | ✓    |      |                    |
| Councilor Hill, Jr.  |      |      | ✓                  |
| Councilor Walker     |      |      | ✓                  |
| Councilor Gosek      | ✓    |      |                    |
| Councilor Plunkett   | ✓    |      |                    |
| Councilor Corradino  | ✓    |      |                    |
|                      |      |      |                    |
|                      |      |      |                    |
| TOTAL                | 5    | 0    | 2                  |

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: June 20, 2023

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

Fr: Office of .....

- |                                                |                                                      |
|------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney         | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain      | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk            | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer         | <input type="checkbox"/> Traffic Engineering         |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire         | <input checked="" type="checkbox"/> Dept. of Works   |
| <input type="checkbox"/> Dept. of Personnel    | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police       | <input type="checkbox"/> Other                       |

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

Dear Chairperson and Committee Members:

I, Timothy Rice, Commissioner of Public Works and Parks and Recreation, have received a request from Laura Brazak for a waiver of the noise ordinance so that multiple musical acts can perform at her event at the Breitbeck Pavilion on August 6, 2023 from 4:00 p.m. to 7:00 p.m. Per the Oswego City Police Department, a request for the waiver of the open container ordinance is also being requested for this event.

Respectfully submitted,

Timothy Rice, Commissioner  
City of Oswego Department of Public Works, Parks and Recreation

TR/mlc

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, Timothy Rice, Commissioner of Public Works and Parks and Recreation, has received a request from Laura Brazak for a waiver of the noise ordinance for multiple musical acts to perform at her event at Breitbeck Pavilion on August 6, 2023 from 4:00 pm to 7:00 pm, and,

WHEREAS, the Oswego City Police Department has also indicated that a waiver of the open container ordinance has been requested as well for this event, now, therefore be it

RESOLVED, that the City of Oswego grants to Laura Brazak, a waiver of the noise ordinance for multiple musical acts to perform at her event at Breitbeck Pavilion on August 6, 2023 from 4:00 pm to 7:00 pm, and be it further,

RESOLVED, that the request for a waiver of the open container ordinance for this event is granted as well.

| AYES AND NAYS CALLED |      |      | ABSENT  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  | ✓    |      |         |
| Councilor Burridge   | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek      | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino* | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED

Recommended by Physical Services  
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution  
was duly passed by the Common Council  
on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023  
WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Plunkett

WHEREAS, the City of Oswego Economic Development Office has received a request from the Oswego County Federal Credit Union to host Movies in the Park to be held on Thursday, June 29 with a rain date of June 30, from 6:00 p.m. to 11:00 p.m., and

WHEREAS, the event is requesting use of public space in Washington Square Park, and

WHEREAS, the event is requesting use of electrical services through the Department of Public Works, and

WHEREAS, the event is requesting a waiver of the Noise Ordinance, and

WHEREAS, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured, and, now, therefore be it,

RESOLVED, permission is granted to the Oswego County Federal Credit Union to host Movies in the Park to be held on Thursday, June 29 with a rain date of June 30, from 6:00 p.m. to 11:00 p.m., and, be it further,

RESOLVED, permission is granted for use of public space in Washington Square Park, and, be it further,

RESOLVED, permission is granted for use of electrical services through the Department of Public Works, and, be it further,

RESOLVED, permission is granted for a waiver of the Noise Ordinance for this event, and, be it finally,

RESOLVED, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

| AYES AND NAYS CALLED |      |      | ABSENT/<br>ABSTAIN |
|----------------------|------|------|--------------------|
|                      | AYES | NAYS |                    |
| Councilor McBrearty  | ✓    |      |                    |
| Councilor Burridge   | ✓    |      |                    |
| Councilor Hill, Jr.  | ✓    |      |                    |
| Councilor Walker     | ✓    |      |                    |
| Councilor Gosek      | ✓    |      |                    |
| Councilor Plunkett   | ✓    |      |                    |
| Councilor Corradino  | ✓    |      |                    |
|                      |      |      |                    |
|                      |      |      |                    |
| TOTAL                | 7    | 0    |                    |

ADOPTED LOST

Approved May 23, 2023

Recommended by Physical Services  
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 22nd day of May 2023

MARK TESORIERO

City Clerk

WILLIAM J. BARLOW, JR.

Mayor

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Plunkett

RESOLVED, that Resolution No. 156 dated May 22, 2023, approving use of public space to the Oswego Federal Credit Union in order to host "Movies in the Park" to be held on June 28, 2023 in Washington Square Park, be and it hereby is rescinded in its entirety.

| AYES AND NAYS CALLED |      |      | <del>ABSENT</del> |
|----------------------|------|------|-------------------|
|                      | AYES | NAYS | ABSTAIN           |
| Councilor McBrearty  | ✓    |      |                   |
| Councilor Burridge   | ✓    |      |                   |
| Councilor Hill, Jr.  |      |      | ✓                 |
| Councilor Walker     |      |      | ✓                 |
| Councilor Gosek ✕    | ✓    |      |                   |
| Councilor Plunkett   | ✓    |      |                   |
| Councilor Corradino  | ✓    |      |                   |
|                      |      |      |                   |
|                      |      |      |                   |
| TOTAL                | 5    | 0    | 2                 |

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 6/15/2023

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

Fr: Office of .....

- |                                                           |                                                      |
|-----------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney                    | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain                 | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk                       | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer                    | <input type="checkbox"/> Traffic Engineering         |
| <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire                    | <input type="checkbox"/> Dept. of Works              |
| <input type="checkbox"/> Dept. of Personnel               | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police                  | <input type="checkbox"/> Other                       |

THIS IS A RESCIND AND REPLACE

RE: Movies in the Park sponsored by Oswego County Federal Credit Union

Dear Councilors,

The Office of Economic Development received a request from the Oswego County Federal Credit Union to organize and host "Movies in the Park" to be held on Wednesday, June 28 with a rain date of Thursday, June 29 from 6:00 p.m. - 11:00 p.m. The event is requesting use of Washington Square Park, electrical services from the Department Works, and a waiver of the Noise Ordinance. The event is expecting 100-150 attendees.

Ordered filed and printed with the proceedings.

# CITY OF OSWEGO, NEW YORK

## Motions, Resolutions and Notices

By Councilor Burridge

WHEREAS, the City of Oswego Economic Development Office has received a request from the Oswego County Federal Credit Union to host Movies in the Park to be held on Wednesday, June 28 with a rain date of June 29, from 6:00 p.m. to 11:00 p.m., and

WHEREAS, the event is requesting use of public space in Washington Square Park, and

WHEREAS, the event is requesting use of electrical services through the Department of Public Works, and

WHEREAS, the event is requesting a waiver of the Noise Ordinance, and

WHEREAS, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured, and, now, therefore be it,

RESOLVED, permission is granted to the Oswego County Federal Credit Union to host Movies in the Park to be held on Wednesday, June 28 with a rain date of June 29, from 6:00 p.m. to 11:00 p.m., and, be it further,

RESOLVED, permission is granted for use of public space in Washington Square Park, and, be it further,

RESOLVED, permission is granted for use of electrical services through the Department of Public Works, and, be it further,

RESOLVED, permission is granted for a waiver of the Noise Ordinance for this event, and, be it finally,

RESOLVED, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

| AYES AND NAYS CALLED |      |      | <u>ABSENT/</u> |
|----------------------|------|------|----------------|
|                      | AYES | NAYS | ABSTAIN        |
| Councilor McBrearty  | ✓    |      |                |
| Councilor Burridge   | ✓    |      |                |
| Councilor Hill, Jr.  |      |      | ✓              |
| Councilor Walker     |      |      | ✓              |
| Councilor Gosek      | ✓    |      |                |
| Councilor Plunkett   | ✓    |      |                |
| Councilor Corradino  | ✓    |      |                |
|                      |      |      |                |
|                      |      |      |                |
| TOTAL                | 5    | 0    | 2              |

ADOPTED LOST

Approved June 27, 2023

Recommended by Physical Services  
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

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: 6/15/2023

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

Fr: Office of .....

- |                                                |                                                      |
|------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney         | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain      | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk            | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer         | <input type="checkbox"/> Traffic Engineering         |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire         | <input checked="" type="checkbox"/> Dept. of Works   |
| <input type="checkbox"/> Dept. of Personnel    | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police       | <input type="checkbox"/> Other                       |

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

Dear Chairperson and Committee Members:

I, Timothy Rice, Commissioner of Public Works and Parks and Recreation, have received a request from Patty Lowery to replace an existing bench located in Breitbeck Park, east of the Bell Tower. The bench is in memory of her parents Mary & Joe Lowery, placed in 2020. Ms. Lowery would like to replace it with the newer style bench that matches the current style that has been placed in Breitbeck Park and also meets current guidelines and standards.

Respectfully submitted,

Timothy Rice, Commissioner  
City of Oswego Department of Public Works, Parks and Recreation

TR/mlc

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, Timothy Rice, Commissioner of Public Works and Parks and Recreation, has received a request from Patty Lowery to replace an existing bench in Breitbeck Park, located East of the Bell Tower, and,

WHEREAS, the bench is in memory of her parents Mary and Joe Lowery and was originally placed in 2020, and,

WHEREAS, the replacement would match the current style bench being placed in Breitbeck and meet current guidelines and standards, now, therefore be it

RESOLVED, that the City of Oswego approves the request from Patty Lowery to replace an existing bench in Breitbeck Park, located East of the Bell Tower, and be it further,

RESOLVED, that the replacement would match the current style bench being placed in Breitbeck and meet current guidelines and standards, and be it further,

RESOLVED, the bench that was replaced will be returned to the family

| AYES AND NAYS CALLED |      |      | ABSENT  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  | ✓    |      |         |
| Councilor Burrridge  | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek ✱    | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino  | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED LOST

Recommended by Physical Services  
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved June 27, 2023

**COMMUNICATION FROM OFFICERS OF THE CORPORATION**

TO: Committees of the Common Council

Date: 6/15/2023

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

Fr: Office of .....

- |                                                |                                                      |
|------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney         | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain      | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk            | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer         | <input type="checkbox"/> Traffic Engineering         |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire         | <input checked="" type="checkbox"/> Dept. of Works   |
| <input type="checkbox"/> Dept. of Personnel    | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police       | <input type="checkbox"/> Other                       |

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

Dear Chairman and Committee Members:

I, Timothy Rice, Commissioner of Public Works and Parks and Recreation, am requesting authorization for the Mayor to sign the attached contract for the Water Point Network program that is used by the DPW Water and Sewer for tracking work and mapping infrastructure.

Respectfully submitted,

Timothy Rice, Commissioner  
City of Oswego Department of Public Works, Parks and Recreation

TR/mlc  
Attachment

Ordered filed and printed with the proceedings.

208



945 Concord Street  
Framingham, MA 01701  
(508)620-4768  
sales@sixtyfourseconds.com

INVOICE

|                                                                                      |                                                                                      |                                                                                                             |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>BILL TO</b><br>Oswego Water Department<br>114 Mitchell Street<br>Oswego, NY 13126 | <b>SHIP TO</b><br>Oswego Water Department<br>114 Mitchell Street<br>Oswego, NY 13126 | <b>INVOICE #</b> SI-00511781<br><b>DATE</b> 06/12/2023<br><b>DUE DATE</b> 07/12/2023<br><b>TERMS</b> Net 30 |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|

|                        |                            |                               |                                      |
|------------------------|----------------------------|-------------------------------|--------------------------------------|
| <b>SHIP VIA</b><br>N/A | <b>TRACKING NO.</b><br>N/A | <b>P.O. NUMBER</b><br>Renewal | <b>SALES REP</b><br>Doran Consulting |
|------------------------|----------------------------|-------------------------------|--------------------------------------|

| ACTIVITY                                                                                                                                                                                                                                              | QTY | RATE      | AMOUNT    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| <b>WPN5</b><br>WPN 5-yr Plan - Renewal. Includes: 5 years of data loss protection; 5 years of phone and email support; Initial GIS import (water, wastewater, stormwater); unlimited syncing, data content, users, iOS devices and exporting of data. | 1   | 18,018.00 | 18,018.00 |

|                                           |             |                    |
|-------------------------------------------|-------------|--------------------|
| Renewal Period:6/1/2023 through 5/31/2028 | BALANCE DUE | <b>\$18,018.00</b> |
|-------------------------------------------|-------------|--------------------|

Thank you for your business!  
[www.sixtyfourseconds.com](http://www.sixtyfourseconds.com)

## WaterPoint Network Plan Agreement

THIS AGREEMENT is entered into on June 1, 2023, by and between, 64seconds, Inc., a corporation organized under the laws of the State of Delaware (hereinafter referred to as "64seconds") and, the City of Oswego Water/Sewer (hereinafter referred to as "the Utility"). 64seconds and the Utility are referred to collectively as "the Parties".

WaterPoint Network is a software application program (hereinafter referred to as "WPN") for recording information about drinking water system, wastewater system, and sewer system assets, maintenance activities, and events. Users of WPN generate data (hereinafter referred to as "WPN Data").

The WaterPoint Network Plan (hereinafter referred to as "the Plan") is a service provided by 64seconds to the Utility that provides on-site training, secure data backup, technical support, data export, and the opportunity for the Utility to purchase such custom services as may be offered by 64seconds from time to time.

### 1. TERM

This WaterPoint Network Plan Agreement is for a fixed term of five (5) years, to run continuously from the date of this Agreement and renewable for a subsequent term of one (1) year, three (3) years or five (5) years.

### 2. PRICE

The price for the 5-year term is \$18,018.00 and is due and payable within 30 days of the date of this Agreement.

### 3. TRAINING

64seconds shall provide one-half (1/2) day of on-site training in the use of WPN along with an introductory Zoom session. Additional training is available for \$1,500 per day at the request of the Utility.

#### **4. SECURE DATA BACKUP**

64seconds shall provide a secure backup of WPN Data. In the event that the WPN Data of the Utility is lost, deleted, or otherwise compromised, 64seconds shall use its best efforts to restore the WPN Data.

#### **5. TECHNICAL SUPPORT**

64seconds shall provide technical support, delivered via phone and email, to a single individual identified by the Utility (hereinafter referred to as the "Principal Admin User").

#### **6. DATA EXPORT**

64seconds shall make available to the Utility, at the request of the Utility, WPN Data in an electronic text format that is readable by a human and a computer program.

#### **7. ASSET PARAMETERS**

WPN shall contain a library of WPN-supported parameters of assets, such as the model, manufacturer, and internet links to technical or other information about the asset. 64seconds shall use its best efforts to obtain, and make available within WPN, the WPN-supported parameters for the assets used by the Utility.

#### **8. CUSTOM SERVICES**

64seconds may from time to time offer custom services at an additional cost to the Utility, such as the import into WPN Data of existing Utility data, for example, from an existing Geographic Information System.

The Parties recognize that the provision of custom services is unique to the Utility, may not in some instances be possible, practical or desirable, and that custom services shall be naturally evaluated, scoped, and priced independently of, and in addition to, the Plan.

## **9. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **10. HEADINGS**

The headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

## **11. GOVERNING LAW**

This Agreement shall be deemed to have been made in Massachusetts and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, which is the site of 64seconds' main office. This agreement is drafted under the laws of the Commonwealth of Massachusetts and the venue for any legal recourse shall take place under laws as written in Massachusetts and be adjudicated within its jurisdiction.

## **12. ENTIRE AGREEMENT**

This WaterPoint Network Plan Agreement contains the entire agreement between the Parties hereto, and there are no verbal or collateral agreements between them. All preliminary negotiations, representations, and discussions are deemed merged herein.

## **13. DISCLAIMER OF WARRANTIES**

64seconds shall use reasonable skill and due care in providing the Plan. The following disclaimers are subject to this express warranty.

The Plan is provided in conjunction with products and services of Apple, Amazon, and mobile internet data providers. In providing the Plan, 64seconds does not guarantee or warrant the operation of any products and services provided by Apple, Amazon, and mobile internet data providers.

64seconds does not guarantee, represent, or warrant that your use of the Plan will be uninterrupted or error-free. You expressly understand and agree that the Plan is provided on an "as is" and "as available" basis and that 64seconds does not represent or guarantee that the Plan will be free from corruption, attack, viruses, interference, hacking, or other security intrusion, and 64seconds disclaims any liability relating thereto.

#### **14. LIMITATION OF LIABILITY**

64seconds shall use reasonable skill and due care in providing the Plan. The following limitations do not apply in respect of loss resulting from A) 64seconds' failure to use reasonable skill and due care; B) 64seconds' gross negligence, willful misconduct or fraud; or c) death or personal injury. You expressly understand and agree that 64seconds shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, cost of procurement of substitute goods or service, or other intangible losses (even if 64seconds has been advised of the possibility of such damages), resulting from A) the use or inability to use the Plan; B) any changes made to the Plan or any temporary or permanent cessation of the Plan or any part thereof; C) the unauthorized access to or alteration of your transmissions or data; D) the deletion of, corruption of, or failure to store and/or send or receive your transmission or data on or through the Plan; E) statements or conduct of any third party on the Plan; and F) any other matter relating to the Plan.

#### **15. INDEMNITY**

You agree to defend, indemnify and hold 64seconds, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any content you submit, post, transmit, or otherwise make available through the Plan; (b) your use of the Plan; (c) any violation by you of this Agreement; (d) any action taken by 64seconds as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another. This means that you cannot sue 64seconds, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Plan, or to take any other

action during the investigation of a suspected violation or as a result of 64seconds' conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Plan. You acknowledge that you are responsible for all use of the Plan using your account, and that this Agreement applies to any and all usage of your account. You agree to comply with this Agreement and to defend, indemnify and hold harmless 64seconds from and against any and all claims and demands arising from usage of your account, whether or not such usage is expressly authorized by you.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above first written.

**64SECONDS, INC.**

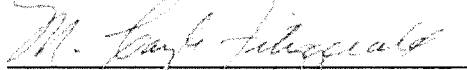
**CITY OF OSWEGO WATER/SEWER**

By: M. Gayle Fitzgerald

BY:

Title: Director of Operations

Title:

  
(Signature)

\_\_\_\_\_  
(Signature)

Date: June 12, 2023

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

# CITY OF OSWEGO, NEW YORK

## Motions, Resolutions and Notices

By Councilor Plunkett

WHEREAS, Timothy Rice, Commissioner of Public Works and Parks and Recreation, is requesting authorization for the Mayor to sign the attached contract for Water Point Network program that is used by the DPW Water and Sewer for tracking work and mapping infrastructure, now, therefore, be it now

RESOLVED, that authorization is granted to the Mayor to sign the attached contract for Water Point Network program that is used by the DPW Water and Sewer for tracking work and mapping infrastructure.

| AYES AND NAYS CALLED |      |      | ABSENT  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty* | ✓    |      |         |
| Councilor Burridge   | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek      | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino  | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED LOST

Approved June 27, 2023

Recommended by Administrative Services  
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

**COMMUNICATION FROM OFFICERS OF THE CORPORATION**

TO: Committees of the Common Council

Date: 06/15/2023

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

Fr: Office of .....

- |                                                   |                                                      |
|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney            | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain         | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk               | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input checked="" type="checkbox"/> City Engineer | <input type="checkbox"/> Traffic Engineering         |
| <input type="checkbox"/> Community Development    | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire            | <input type="checkbox"/> Dept. of Works              |
| <input type="checkbox"/> Dept. of Personnel       | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police          | <input type="checkbox"/> Other                       |

Re: City of Oswego  
Eastside WWTP Blower Improvements Project  
Professional Services - Amendment No. 2

Dear Councilors:

GHD has submitted Amendment No. 2 for bidding and construction phase services in the attached amendment in the amount of \$613,300.00.

We request that the Mayor be authorized to sign Amendment No. 2 with GHD to provide bidding and construction phase services for the Eastside WWTP Blower Improvements Project increasing the agreement amount from \$182,900.00 to \$796,200.00.

Ordered filed and printed with the proceedings.



**Q1403**  
**Amendment No. 2**

This Amendment/Change is effective June \_\_\_\_\_, 2023, (the "Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and City of Oswego, New York (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

**Project details**

|                                              |                                          |                         |                |
|----------------------------------------------|------------------------------------------|-------------------------|----------------|
| <b>Project name:</b>                         | Oswego Eastside WWTP Blower Improvements | <b>Project number:</b>  | 12555714       |
| <b>Effective Date of Original Agreement:</b> | August 30, 2021                          | <b>Project Manager:</b> | Jaron Case, PE |

**Description of proposed change:**

Bidding and construction phase services for the Oswego Eastside WWTP Blower Improvements project as summarized in the attached scope of work and amendment document.

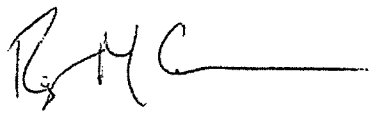
**Current budgeted effort**            \$182,900

**This change (variation)**            \$613,300

**Revised budgeted effort total**            \$796,200

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**GHD**  
GHD Consulting Services Inc.



-----  
Randy Cameron, PE  
Business Group Leader  
Date: 05/31/2023

**Client**  
City of Oswego, NY

-----  
William J. Barlow, Jr.  
Mayor  
Date:



## AMENDMENT NO. 2

TO AGREEMENT BETWEEN  
CITY OF OSWEGO, NEW YORK  
AND  
GHD CONSULTING SERVICES INC.

WHEREAS, GHD Consulting Services Inc. (ENGINEER) and the City of Oswego, New York (OWNER) entered into an Agreement dated August 30, 2021 to perform engineering design services for aeration and blower system improvements at the Oswego Eastside Wastewater Treatment Plant (WWTP); and

WHEREAS, OWNER and ENGINEER executed Amendment No. 1 to the Agreement on June 29, 2022 for engineering design services associated with additional HVAC and aeration tank structural improvements; and

WHEREAS, ENGINEER completed design phase services in accordance with the original agreement, and OWNER has requested additional engineering services for the bidding and construction phases of the project, and

NOW, THEREFORE, ENGINEER and OWNER agree to amend the Agreement as follows.

### Part 1 – Scope of Services

#### A.1 Bid Phase.

##### A. Engineer shall:

1. Assist Owner in advertising for bids through the Onondaga County purchasing department.
2. Administer the distribution of the contract documents using an electronic portal hosted by a document printing vendor. Prospective bidders would be required to register as a planholder with the vendor and be responsible for the respective document distribution and printing fees. The vendor would also maintain a planholders list.
3. Administer one (1) in-person pre-bid meeting at the Oswego Eastside WWTP.
4. Provide responses to bid questions.
5. Prepare addenda as appropriate to clarify the contract documents.

#### A.1.01 Construction Phase.

##### A. Engineer shall:

1. **General Administration of Construction Contract.** Consult with Owner and act as Owner's representative. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. **Resident Project Representative (RPR).** Provide the services of a part-time RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.

3. **Pre-Construction Conference.** Participate in a pre-construction conference prior to commencement of Work at the Site.
4. **Progress Meetings.** Attend monthly progress meetings during active construction and distribute meeting minutes. A total of eighteen (18) monthly meetings during active construction is included. Administer six (6) monthly coordination meetings during the equipment procurement period.
5. **Baselines and Benchmarks.** Not applicable
6. **Visits to Site and Observation of Construction.** In connection with observations of Work in progress :
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Amendment and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **Defective Work.** Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

8. **Clarifications and Interpretations; Field Orders.** Issue necessary clarifications and interpretations of the Contract Documents as appropriate. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. **Change Orders and Work Change Directives.** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. A total of two (2) reviews per submittal are included.
11. **"Or-Equal."** Evaluate and determine the acceptability of "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.19 below.
12. **Inspections and Tests.** Require Contractor special inspections or tests of the Work as specified, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. **Disagreements Between Owner and Contractor.** Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. **Applications for Payment.** Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A.1.01.A.6.a are

expressly subject to the limitations set forth in paragraph A.1.01.A.6.b and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
15. **Contractor's Completion Documents.**
- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
  - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as provided under paragraph A.1.01.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.01.A.10.
  - c. Engineer shall transmit these documents to Owner.
16. **Substantial Completion.** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
17. **Final Notice of Acceptability of the Work.** Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable (subject to the provisions of paragraph A.1.01.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
18. **Record Drawings.** Develop Record Drawings based on Contractor's AutoCAD drawings, and provide Owner with two (2) hard copies and one electronic PDF copy.

19. **PLC Programming/Process Control System Development.** This work will be billed as a separate lump sum task. Engineer's scope of work for this task shall include the following:
- a. Deliverables: Engineer will provide the following deliverables for the control systems:
    - 1) Written Process Control Narrative - Engineer will develop a written narrative. This will be reviewed with the Owner in a workshop to gather input and feedback as applicable. Engineer will continue modifications of the control logic during the startup period based on information provided by the project team. The programming effort will be a dynamic effort, which expands to provide the facility a control system to satisfy the requirements necessary for plant monitoring and control.
    - 2) Complete and Annotated PLC Logic – Existing PLC-2E will be modified by the Engineer. Engineer will continue modifications of the control logic during the startup period based on required feedback and debug requirements.
    - 3) Complete SCADA Software Development – Engineer will modify the existing configuration of the supervisory software. This includes database development, graphics development, alarming, data logging/historization, and report development as needed to accommodate the new signals and control logic as defined within the Process Control Narrative. HMI graphics associated with existing processes that are not affected by the work in the Contract Documents will remain unmodified. Preliminary graphics will be developed for review and feedback in a workshop. Required revisions will then be implemented into the existing configuration. Hardware and licensing upgrades to the existing GE-iFIX arrangement are not anticipated to be needed as a part of this effort.
    - 4) Modifications to the existing XL Reporter configuration – This estimate includes the generation of one new report. Report content and format will be coordinated within the process control narrative.
    - 5) Preliminary Testing – To the extent feasible, Engineer will perform in-house simulation of PLC and supervisory programs to validate that the program modifications are ready for deployment.
    - 6) Startup/Commissioning - Engineer will perform the field testing of the modified control system. Site visits will be based on the progress of construction. Engineer will assist the project team in verification, testing, and debug of the modifications programmed by the Engineer.
    - 7) Software Training - Engineer will provide training to the operations staff on the use of the supervisory software and reporting software. Training shall include one, four-hour training session to be conducted onsite.
  - b. Remote Access: Engineer will utilize the existing VPN router to facilitate remote access to the SCADA servers. The scope of work is based upon the availability of remote access which allows Engineer to be available to the Owner, RPR, and Contractor as needed.

- B. **Duration of Construction Phase.** The construction phase will commence with the execution of the first construction agreement for a specific project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a specific project involves more than one prime contract as indicated in the Amendment, construction phase services may be rendered at different times in respect to the separate contracts. Construction phase services are based on a total duration of twenty-four (24) months consisting of six (6) months of equipment procurement (no onsite work) and eighteen (18) months of active onsite construction.
- C. **Limitation of Responsibilities.** Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

**Part 2 – Additional Services**

**A.2.01 Additional Services Requiring Owner's Authorization in Advance**

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in an amendment.
  - 1. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
  - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
  - 3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Amendment or are due to any other causes beyond Engineer's control.
  - 4. Services required as a result of Owner's providing incomplete or incorrect project information.
  - 5. Providing renderings or models for Owner's use.
  - 6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  - 7. Furnishing services of Engineer's Consultants for other than Basic Services.
  - 8. Services attributable to more prime construction contracts than specified in the amendment.

9. Services during out-of-town travel required of Engineer other than for visits to the Specific Project Site or Owner's office.
10. Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. Determining the acceptability of substitute materials and equipment proposed during the Construction Phase when substitution is allowed.
12. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.01.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Providing Construction Phase services beyond the Contract Times set forth in the amendment.
14. Providing assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
15. Preparation of operation and maintenance manuals.
16. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.
17. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner under the original agreement or amendment.
18. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
19. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
20. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
21. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected, or delayed Work by a Contractor; or (b) default by a Contractor.
22. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to its Substantial Completion.
23. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

24. Other services performed or furnished by Engineer not otherwise provided for in this Agreement or Amendment.

**A.2.02 Additional Services Not Requiring Owner's Authorization in Advance.**

- A. Engineer shall perform or furnish, without requesting or receiving specific advance authorization from Owner, the Additional Services of the types listed below. Engineer shall advise Owner in writing within seven days after beginning any such Additional Services. If Owner does not want Engineer to continue to perform or furnish the services, Owner shall notify Engineer in writing to cease, and Engineer shall comply.
1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work; (b) the presence at the site of any Constituent of Concern; (c) Work damaged by fire or other cause during construction; or (d) acceleration of the progress schedule involving services beyond normal working hours.

**Part 3 – Schedule of Duties, Responsibilities, and Limitations of authority of Resident Project Representative**

The following duties, responsibilities, and limitations of authority may be incorporated in the Amendment for a Specific Project:

**D1.01 Resident Project Representative**

- A. Engineer shall furnish a part-time Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR's services shall be provided part-time (8 hours/day) averaging two days per week, during the anticipated eighteen (18) month active construction period, with a total budget of 1,248 hours.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A.1.01 as incorporated in the agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
1. **General.** RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- a. RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
- b. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

- c. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- 2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
- 3. **Conferences and Meetings.** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 4. **Liaison.**
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5. **Interpretation of Contract Documents.** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. **Shop Drawings and Samples.**
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Specific Project Site by Contractor and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. **Modifications.** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. **Review of Work and Rejection of Defective Work.**
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. **Inspections, Tests, and System Start-ups.**

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. **Records.**

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book for days onsite, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. **Reports.**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
  - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. **Payment Requests.** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. **Certificates, Operation and Maintenance Manuals.** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. **Completion.**
- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
15. **Health and Safety.**
- a. Engineer and RPR shall not have authority over the means, methods, techniques, sequences, or procedures selected or used by Contractor for security or safety at the site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with laws and regulations applicable to Contractor's performing and furnishing the Work.
  - b. Engineer will prepare health and safety documents for Engineer and RPR's work onsite.
  - c. Contractors and others at the site are required to provide and administer their own health and safety plans and other documents in accordance with their safety programs.
  - d. The Contractor is responsible to complete the work safely and in accordance with the Contract Documents and all applicable laws and regulations.
  - e. Engineer and RPR are not responsible for unsafe acts/practices or substandard work of Contractors or others onsite.

- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
  - 3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
  - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
  - 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  - 8. Authorize Owner to occupy a Specific Project in whole or in part.

**FEE**

The proposed scope of services shall be performed on a lump sum basis as summarized below. GHD is utilizing Jade Stone Engineering, PLLC as a women owned business enterprise (WBE) subconsultant for electrical and HVAC engineering services. If additional minority and women owned business enterprises (M/WBE) and/or service-disabled veteran-owned business (SDVOB) participation is required, a partial waiver for the proposed scope of services will be necessary.

| Task                            | Fee Type | Fee       |
|---------------------------------|----------|-----------|
| Bid Phase                       | Lump Sum | \$10,600  |
| Construction Phase              |          |           |
| Construction Administration     | Lump Sum | \$324,700 |
| Resident Project Representative | Lump Sum | \$168,200 |
| Programming Services            | Lump Sum | \$109,800 |
| Total Fee                       |          | \$613,300 |

If construction is not completed within the specified Contract Times and one of the following conditions occurs, extended construction phase engineering services shall be performed for a monthly fee as summarized in the following table. Engineer shall notify Owner at least one month in advance if one of the following conditions are anticipated.

1. Active construction is not completed within eighteen (18) months.
2. Total construction duration exceeds twenty-four (24) months.
3. RPR budget of 1,248 hours has been utilized.

| Task                                       | Fee Type | Fee      |
|--------------------------------------------|----------|----------|
| Construction Administration                | Lump Sum | \$13,600 |
| Resident Project Representative (70 hours) | Lump Sum | \$9,600  |
| Total Monthly Fee                          |          | \$23,200 |

#### AUTHORIZATION

The return of one (1) signed copy of this Amendment No. 2 together with a copy of a formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the Scope of Service outlined above.

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Burridge

WHEREAS, the City of Oswego has a Professional Services Agreement with GHD Consulting Services, Inc. (GHD), for the Eastside Wastewater Treatment Plant Blower Improvements Project; and,

WHEREAS, GHD has submitted Amendment No. 2 to provide bidding construction phase services for said project in the amount of \$613,300.00, as per the attached; and

WHEREAS, Amendment No. 2 increases the agreement amount with GHD for the Eastside Wastewater Treatment Plant Blower Improvements Project from \$182,900.00 to \$796,200.00; now, therefore be it

RESOLVED, that Mayor William J. Barlow, Jr. is authorized to sign Amendment No. 2 in the amount of \$613,300.00, increasing the Professional Services Agreement for the Eastside Wastewater Treatment Plant Blower Improvements Project from \$182,900.00 to \$796,200.00; and be it further

RESOLVED, that the City Chamberlain is hereby authorized to advance current funds of the City in the amount of \$796,200.00 for the engineering services associated with the Eastside Wastewater Treatment Plant Blower Improvements Project, with the intent to reimburse same from funds made available from the EFC Green Innovation Grant Program (GIGP) and long term bonding through the State Revolving Fund (SRF) administered by Environmental Facilities Corporation (EFC).

| AYES AND NAYS CALLED |      |      | ABSENT  |
|----------------------|------|------|---------|
|                      | AYES | NAYS | ABSTAIN |
| Councilor McBrearty  | ✓    |      |         |
| Councilor Burridge   | ✓    |      |         |
| Councilor Hill, Jr.  |      |      | ✓       |
| Councilor Walker     |      |      | ✓       |
| Councilor Gosek      | ✓    |      |         |
| Councilor Plunkett   | ✓    |      |         |
| Councilor Corradino  | ✓    |      |         |
|                      |      |      |         |
|                      |      |      |         |
| TOTAL                | 5    | 0    | 2       |

ADOPTED LOST

Approved JUNE 27, 2023

Recommended by Administrative Services  
Committee

Chairman Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of JUNE 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: June 8, 2023

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

Fr: Office of .....

- |                                                      |                                                      |
|------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney               | <input type="checkbox"/> Purchasing Agent            |
| <input checked="" type="checkbox"/> City Chamberlain | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk                  | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer               | <input type="checkbox"/> Traffic Engineering         |
| <input type="checkbox"/> Community Development       | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire               | <input type="checkbox"/> Dept. of Works              |
| <input type="checkbox"/> Dept. of Personnel          | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police             | <input checked="" type="checkbox"/> Other            |

Mayor William J. Barlow, Jr. requests a Budget Amendment to the Parks Contracted Services Account for work at Shapiro Park Basketball Court and Legends Fields.

Ordered filed and printed with the proceedings.

# CITY OF OSWEGO, NEW YORK

## Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, contracted maintenance for paving and lighting was needed at Shapiro Park and Legends Fields, and

WHEREAS, a Budget Amendment will be required to the Parks Contracted Services Account A-7110-0440 to fund the work,

NOW THEREFORE BE IT

RESOLVED, that the City Chamberlain is authorized to complete a Budget Amendment in the amount of \$14,436 to pay for same.

| AYES AND NAYS CALLED |      |      | ABSENT/<br>ABSTAIN |
|----------------------|------|------|--------------------|
|                      | AYES | NAYS |                    |
| Councilor McBrearty  | ✓    |      |                    |
| Councilor BurrIDGE   | ✓    |      |                    |
| Councilor Hill, Jr.  |      |      | ✓                  |
| Councilor Walker     |      |      | ✓                  |
| Councilor Gosek      | ✓    |      |                    |
| Councilor Plunkett   | ✓    |      |                    |
| Councilor Corradino  | ✓    |      |                    |
|                      |      |      |                    |
|                      |      |      |                    |
| TOTAL                | 5    | 0    | 2                  |

ADOPTED LOST

Approved June 27, 2023

Recommended by Administrative Services  
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution  
was duly passed by the Common Council  
on the 26th day of June 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: June 15, 2023

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

Fr: Office of .....

- |                                                |                                                      |
|------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney         | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain      | <input type="checkbox"/> Recreation                  |
| <input type="checkbox"/> City Clerk            | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer         | <input type="checkbox"/> Traffic Engineering         |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire         | <input type="checkbox"/> Dept. of Works              |
| <input type="checkbox"/> Dept. of Personnel    | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police       | <input checked="" type="checkbox"/> Other            |

Chris Baker, Director of Information Technology, requests authorization for the City Chamberlain to complete a budget amendment to the Computer Contracted Services Account in the amount of \$162,428.00 for remote piloted drones and air space monitoring.

**UVT**

City of Oswego  
DFR Program

**City of Oswego, New York  
Drones as a First Responder  
Statement of Work**

**Prepared by: Matt Rybar**

**matt@uvt.us**

**June 9<sup>th</sup>, 2023**



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City of Oswego  
DFR Program

## EXECUTIVE SUMMARY

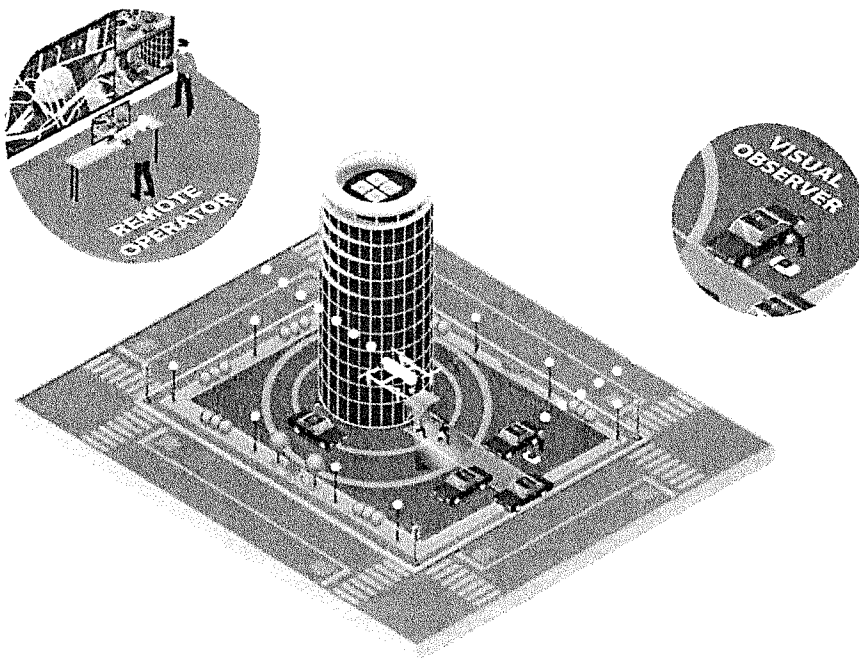
The City of Oswego has requested a quote from Unmanned Vehicle Technologies for assistance in developing a *Drones as a First Responder* program for the regions served by the communications center.

This Statement of Work (SOW) is broken down by objectives, scope, UVT's approach, the project team's resume, cost, and agreement to proceed.

This engagement will be a firm-fixed price for each of the project's three phases.

Drones as a First Responder highlighted Benefits:

- Reduce response times to critical incidents.
- Increased responder safety through situational awareness.
- Cost savings by assisting to determine the level of response needed to incidents.
- Ability to begin de-escalation more quickly.





**UVT**

City of Oswego  
DFR Program

## OBJECTIVES

### Background

UVT has been providing the latest in drone hardware and the related software, fleet management and training to customers across the globe since 2014. The majority of our customers operate in critical environments where mission readiness and an elevated level of support are required. Over the years, UVT has developed and scaled countless drone programs through thoughtful planning and effective, efficient fleet management and support. Unmanned Aircraft Systems (sUAS) allow departments aerial perspectives that provide critical, real-time intelligence saving time and lives.

There are two regulations for governmental entities to be approved to fly aircraft in the national airspace.

The first of the two regulations is compliance with 14 CFR Part 107. In August 2016, the FAA's new policy 14 CFR Part 107 was implemented, which opened the door for many commercial UAV operators. Under the part 107, a pilot must take and pass the Remote Pilot in Command (PIC) test through an FAA certified testing center. Once passed the certified PIC can fly with certain restrictions. If their intended operations do not fall within the restrictions, they can petition the FAA through a waiver process showing how they will safely conduct the waiver-able operation. A Remote PIC airman's certificate must be renewed every two years.

The second regulation is 14 CFR Part 91. As a public entity, the FAA allows Departments to go through the Certificate of Authorization (COA) process. There are two types of COA's that each have a distinct purpose, a Blanket COA and a Jurisdictional COA. Due to the operational limitations, most Departments will ultimately need a jurisdictional COA. COA's are a tiered approach. First, a department must secure a blanket COA, and then a jurisdictional can be issued. The blanket COA allows flights nationwide, and the jurisdictional allows only local operations. When applying for the jurisdictional, a department shows the FAA how they will safely conduct flight in national airspace, laying out the conditions of the department's operation. The COA must be renewed every two years; however, the renewal process is streamlined. For Drones as a First Responder (DFR), agencies must proceed with a jurisdictional COA.

#### 14 CFR Part 91 Public Aircraft Operations

1. The public agency must be an entity of a state government, a political subdivision of a state government, or another government entity described in 49 USC § 40102(a)(41)(C). Such certification must be made in writing by the state attorney general or other state level entity qualified to make the determination and must be accepted by the FAA. Operation of leased aircraft must also meet the requirement of 49 USC § 40102 (a)(41)(D).
2. The aircraft must be either owned by or leased to the public agency who is operating the unmanned aircraft under the approved Certificate of Waiver/Authorization (COA).



**UVT**

City of Oswego  
DFR Program

3. That the mission being conducted by the public agency meets that of a governmental function. "Governmental function means an activity undertaken by a government, such as national defense, intelligence missions, firefighting, search and rescue, law enforcement, [...], aeronautical research, or biological or geological resource management." (Title 49 USC § 40125(a)(2)) and the mission is not flow for commercial purposes (Compensation or Hire) Per 40125(b)

In 2018, the Chula Vista Police Department pioneered a new concept in rapid response to police emergencies: Using unmanned aerial systems to proactively respond to emergency calls. The idea was so revolutionary that in May of 2018, it was chosen as the only municipal program in the nation to be tested as part of the FAA's Unmanned Aerial Systems (UAS) Integration Pilot Program (IPP). The Drone as First Responder (DFR) concept is different than traditional drone programs in that it is proactive rather than reactive. Instead of launching a drone after an officer is already on scene, Chula Vista's DFR program stations drones at permanent locations throughout the city and respond proactively to emergencies as soon as they happen.

The program intends to get a drone on the scene before responding officers arrive. Certified teleoperators can evaluate the situation remotely and relay information to officers and supervisors. The drone can also feed live video of the incident to commanders and first responders. This helps personnel determine the best tools, tactics and resources to mitigate a problem safely – often before officers arrive on scene. The program gives first responders real-time tactical information and "eyes on scene," proving as a powerful de-escalation tool. Since the program was first launched, there have been multiple incidents where officers have scaled down their tactics and successfully defused situations with reduced use of force.

UVT serves as one of the largest drone and robotics dealers in North America and equips organizations with the most advanced drone and robotic technology, supported by our industry-leading mission-critical technical and operational fleet support services. The UVT difference includes:

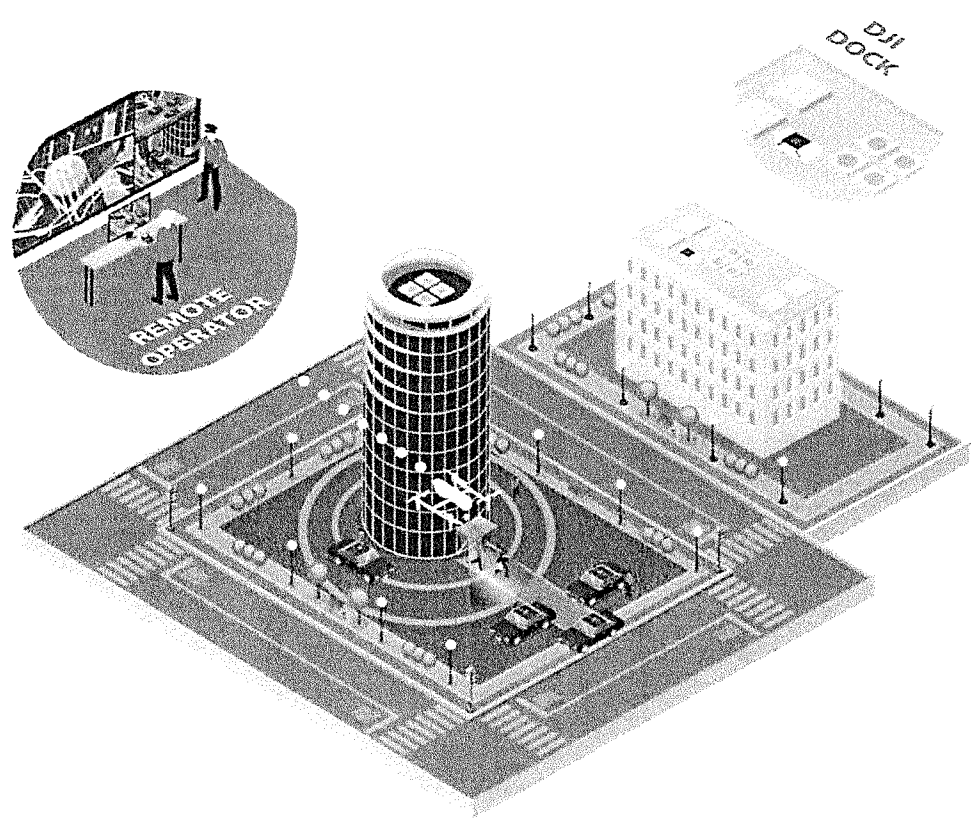
- Program Development: When we are not in the field, our consultants are pulling it all together to provide turnkey drone programs. Our consultants are all industry experts with real world experience deploying aircraft in the public safety industry.
- Hardware and Software Sales: Our solutions specialists leverage over a decade of experience in the field to equip customers with the perfect mission-ready solutions.
- Responsive Support: You are supported by experienced drone and robotics professionals whose sole job is to keep our customers operational, day or night.
- Mission Critical Services: UVT ProLine is a comprehensive, purpose-built catalog of technical and operational fleet support services.
- Repairs and maintenance: Factory-certified technicians perform a full suite of repair and maintenance services utilizing OEM-specified tools and methodologies.



**UVT**

City of Oswego  
DFR Program

**Scaling and Autonomy**  
2 Deployment Sites





# UVT

City of Oswego  
DFR Program

UVT has planned a two-phase project for the City of Oswego's intent to launch a Drones as a First Responder (DFR). Each category below will discuss aspects of the project. Phase one will involve a limited DFR program with an unknown level of pilot interaction. The concepting phase 1 will include hardware for mobile deployments and a trial program to prove each aspect of the program.

## Consulting

UVT is equipped to assist the City of Oswego navigating each phase of the program development process for Drones as a First Responder. UVT will first help by meeting with the department to determine program goals and outlining objectives. The team will then address the reasons for DFR and how it can be integrated into day-to-day operations within the agency. After goals have been determined, UVT will work with the City of Oswego to identify possible test sites for phase one based on the following criteria: airspace, response times for priority 1 and 2 calls, crime statistics, congestion of deployment regions and access to infrastructure.

After test sites have been identified UVT will prepare a robust deployment plan and standard operations procedure to comply with FAA regulations. UVT will prepare a submission of documentation to provide to the FAA for compliance with 14 CFR Part 107, 14 CFR Part 91, a concept of operations for waiver 91.113 (b) Beyond Visual Line of Sight, and a regulatory safety assessment. The FAA utilizes the regulatory safety assessment as the main use case for operational approval.

The following is a high level DFR roadmap that UVT will utilize:

- Determine department goals (DFR vs. Traditional Deployments)
- Feasibility studies, identifying viable sites for successful deployment
- FAA – Obtain regulatory approval for operations
- Legal – Policies, Procedures, Risk reductions
- Equipment/Technology
- Identify budgetary commitment needs (Initial and ongoing)
- Staffing/Personal
- Community Engagement
- Procurement/Purchasing
- Training (Initial and ongoing)
- Fleet and Maintenance

## Pre-Dispatch Response | Live911

A key benefit of a DFR program is to reduce response times. In traditional communications centers, once a 911 call comes into the center, it can take between 30 seconds and a few minutes before a call is dispatched to responding units. One of the ways that response times are drastically reduced is through the ability of the teleoperator to obtain "pre-dispatch" information. Live911 augments the communications centers data logger and provides a direct ability for the teleoperator to tap into the 911 call, instantly, when it comes into the communications center. Live911 provides the approximate caller location and live audio of the conversation. The teleoperator can pre-deploy the drone to the location as information continues to develop and other units are dispatched.

Unmanned Vehicle Technologies | [www.uvt.us](http://www.uvt.us) | Page 8



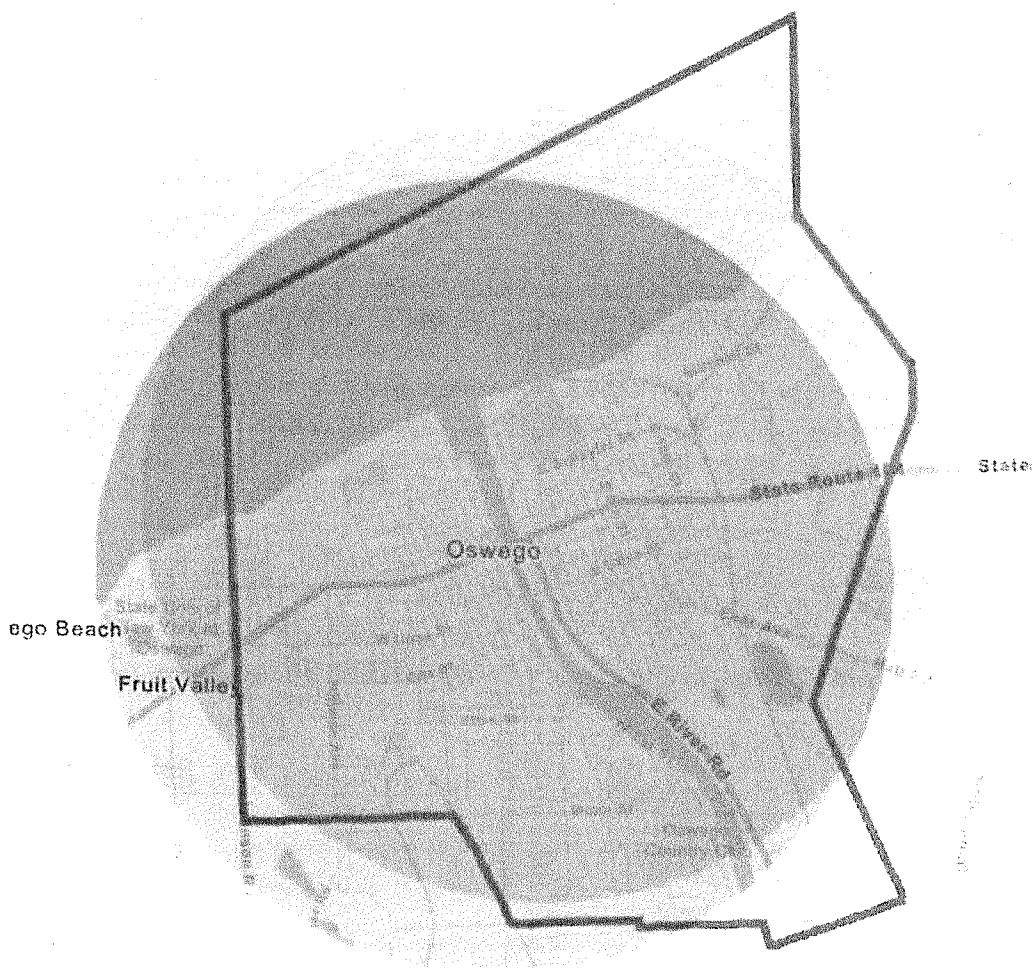
# UVT

City of Oswego  
DFR Program

## Operational Area

City of Oswego has requested two launch sites for the prospective DFR program. Each of the following were created for prospective sites for each phase of the project. A 2-mile operational radius is expected initially for the DJI Dock's operational range. The two deployment sites depict the requested launch sites: East Side Fire (35 E Cayuga Street) and Oswego Police Department (168 W 2<sup>nd</sup> Street).

This phase will deploy two docked M30T units in predefined sectors across the city. Together, we will identify any gaps that need to be addressed before final submission to the FAA for a complete, autonomous *Drones as a First Responder* program. Our team will work with yours to install additional fix-mounted setups throughout the jurisdiction.



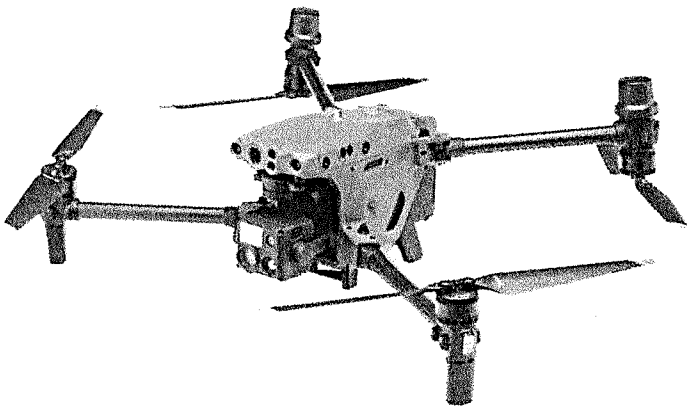


**Hardware**

The proposed hardware solution for phase 1 includes the DJI Matrice 30T.

The DJI Matrice 30T was selected for this project due to a variety of specifications, integration into the drone port and ease of use. The following are the specifications for the aircraft:

- 41 Minutes of flight time
- 34 mph wind resistance
- Built-in advanced redundancy systems help keep your critical missions going even in unexpected scenarios.
- IP55, able to handle adverse weather and temperatures -4 to 120 degrees Fahrenheit.
- Dual-vision and Time-of-Flight sensors on all six sides of the aircraft keep it and your mission safe. The built-in ADS-B receiver provides timely warnings of any incoming crewed aircraft nearby.
- Four built-in antennas support OcuSync 3 Enterprise, which enables triple-channel 1080p video transmission, and seamless swapping between input feeds, even in complex environments.
- Compact and foldable, the M30T is easy to pack up, carry, and deploy.
- The M30T integrates wide, zoom, and thermal cameras with a laser rangefinder, which together can capture the aerial data you need, when you need it.



**Camera Specifications:**

|                                                                                                                 |                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Wide Camera<br>Equivalent Focal Length: 24 mm DFOV: 84°<br>12 MP 1/2" CMOS Sensor<br>Video Resolution: 4K/30fps | Thermal Imaging Camera<br>Equivalent Focal Length: 40 mm<br>Resolution: 640×512<br>Frame Rate: 30fps<br>Measurement Accuracy: ±2°C or ±2%4 |
| Zoom Camera<br>48 MP 1/2" CMOS Sensor<br>5x-16x Optical Zoom<br>200x Max. Hybrid Zoom                           | Laser Rangefinder<br>Range: 3 m - 1200 m<br>Accuracy: ±(0.2m+D×0.15%)5                                                                     |



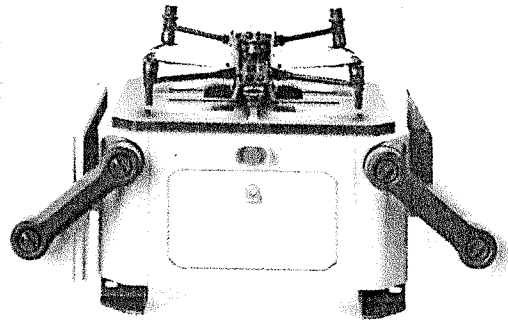
# UVT

City of Oswego  
DFR Program

## DJI Dock

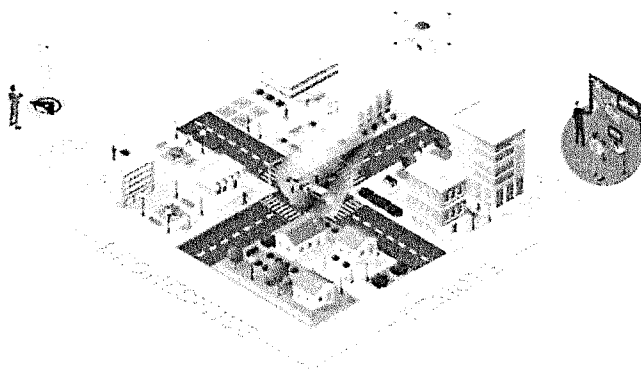
DJI Docks are rugged, reliable, and are built to operate 24/7, day or night, rain or shine. Each DJI Dock houses a Matrice 30T where it lands, recharges, takes off, and executes missions programmed through DroneSense Remote (DSR). The DJI Dock includes the following specs:

- Integrated and easy to deploy
- 7 km operational radius
- 25-minute fast charge for minimal downtime
- Wide operational temperature range (-31 to 122 degrees Fahrenheit)
- IP55 Ingress Protection
- 5 Hour backup battery
- 40 kA Surge Protection
- Active temperature control
- Simple setup



## DroneSense Remote

DroneSense Remote (DSR) seamlessly integrates with the entire platform allowing pilots the ability to operate drones with manual and fully automated flights controlled from across the street, or anywhere in the world.



In order to maintain a safe and effective fleet, UVT will provide a secure, custom-branded portal. Through DroneSense, UVT & agency personnel can proactively monitor and maintain the fleet. The fleet page is designed to give you quick access to your entire fleet of ports and UAVs in a single view. Launching a mission from any of your fleet assets is as easy as clicking a button and selecting a location. In addition to the wealth of information

available within the portal, authorized personnel will receive advanced reports at predetermined intervals, including some or all of the following information.

- Number of active flights by aircraft
- Battery efficiency
- Battery health
- Performance trends (ex. voltage deviations, cell imbalance)
- Sensors and control system health
- Ground weather condition logging
- Wind calculations and reports
- Custom maintenance statistics
- Advanced reporting

A direct integration between DroneSense and FUSUS is available.

**UVT**City of Oswego  
DFR Program**Support and Maintenance**

Our team is available 24x7x365 to support your daily operations. Built into this proposal is a monthly site visit. During our monthly site visit we will conduct a full systems functionality check and provide preventative maintenance. This monthly touchpoint will ensure that you are able to stay operational around the clock. We take support seriously and have proven to our public safety customers that we are truly available around the clock to assist.

**Training**

Unmanned Vehicle Technologies will provide the following training courses to support the launch and sustainment of the program:

- Initial Pilot training
- Visual Observer training
- Remote Operator training



City of Oswego  
DFR Program

Phase 1 - Pricing

| Deliverables                                                                                                                                            | Rate        | Multiple | Total Cost          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------|---------------------|
| <b>Consulting and Deployment</b>                                                                                                                        |             |          |                     |
| Standard Operating Procedures                                                                                                                           |             |          |                     |
| 14 CFR Part 91 COA – DFR                                                                                                                                |             |          |                     |
| (Beyond Visual Line of Sight Ops)                                                                                                                       |             |          |                     |
| 14 CFR Part 91 COA – Standard                                                                                                                           | \$5,000.00  | 1        | \$5,000.00          |
| Develop Staffing Module                                                                                                                                 |             |          |                     |
| Assist with Public Roll out                                                                                                                             |             |          |                     |
| Site setup, expansion and buildout for each of the desired operational dock sites. Included in this package is onsite installation support and rollout. | \$2,000.00  | 2        | \$4,000.00          |
| Subtotal                                                                                                                                                |             |          | <b>\$9,000.00</b>   |
| <b>Hardware</b>                                                                                                                                         |             |          |                     |
| DJI Dock w/ M30T                                                                                                                                        | \$34,999.00 | 2        | \$69,998.00         |
| DJI Dock Care Renew (included year 1)                                                                                                                   | \$1,999.00  | 0        | \$0.00              |
| TB30 Batteries                                                                                                                                          | \$329.00    | 8        | \$2,632.00          |
| RC Plus                                                                                                                                                 | \$1,600.00  | 1        | \$1,600.00          |
| Additional Spare Parts                                                                                                                                  | \$499.00    | 2        | \$998.00            |
| Subtotal                                                                                                                                                |             |          | <b>\$75,228.00</b>  |
| <b>Software (Existing 3 year contract with DroneSense direct)</b>                                                                                       |             |          |                     |
| DroneSense Class 2 License                                                                                                                              | \$2,600.00  | 0        | ----                |
| Advanced Video Streaming                                                                                                                                | \$300.00    | 0        | ----                |
| Advanced Geospatial                                                                                                                                     | \$200.00    | 0        | ----                |
| DroneSense Remote Class 2 Add On                                                                                                                        | \$5,000.00  | 0        | ----                |
| Subtotal                                                                                                                                                |             |          | ----                |
| <b>Airspace Monitoring</b>                                                                                                                              |             |          |                     |
| Annual subscription of Casia-G as a service, priced per square kilometer for the surveillance region.                                                   | \$1,800     | 39       | <b>\$70,200</b>     |
| <b>Live 911</b>                                                                                                                                         |             |          |                     |
| 6 Licenses (1 year)                                                                                                                                     | \$6,000.00  | 1        | \$6,000.00          |
| Subtotal                                                                                                                                                |             |          | <b>\$6,000.00</b>   |
| <b>Training (Train the Trainer)</b>                                                                                                                     |             |          |                     |
| Initial Pilot Training, Visual Observer Training and Remote Operator Training                                                                           | \$2,000.00  | 1        | \$2,000.00          |
| Subtotal                                                                                                                                                |             |          | <b>\$2,000.00</b>   |
| Total                                                                                                                                                   |             |          | <b>\$162,428.00</b> |



Support and Sustainment

After initial expansion and buildout, the following is an approximate, budgetary cost for annual sustainment of the project. The following cost breakdown includes: Annual consulting fees, hardware costs for maintenance and DroneSense Remote annual licensing.

Annual Sustainment Pricing – (2 Docks)

| Deliverables                                                                                                                                                                                                                   | Rate                                                            | Multiple                 | Total Cost                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------|
| <b>Consulting and Deployment</b><br>Program review, SOP overhaul, site specific waiver Evaluate current operating procedures, assist with navigating any FAA updates and operational changes to advance the program. approval. | \$2,500.00                                                      | 1                        | <b>\$2,500.00</b>                                                              |
| <b>Hardware</b><br>DJI Dock w/ M30T<br>DJI Dock Care Renew (included year 1)<br>TB30 Batteries<br>RC Plus<br>Additional Spare Parts<br>Subtotal                                                                                | \$34,999.00<br>\$1,999.00<br>\$329.00<br>\$1,600.00<br>\$499.00 | 0<br>2<br>16<br>0<br>2   | \$0.00<br>\$3,998.00<br>\$5,264.00<br>\$0.00<br>\$998.00<br><b>\$10,260.00</b> |
| <b>Software (Existing 3 year contract with DroneSense direct)</b><br>DroneSense Class 2 License<br>Advanced Video Streaming<br>Advanced Geospatial<br>DroneSense Remote Class 2 Add On<br>Subtotal                             | \$2,600.00<br>\$300.00<br>\$200.00<br>\$5,000.00                | ---<br>---<br>---<br>--- | ----<br>----<br>----<br>----<br>----                                           |
| <b>Live 911</b><br>6 Licenses (1 year)<br>Additional Licenses<br>Subtotal                                                                                                                                                      | \$6,000.00<br>\$999.00                                          | 1<br>0                   | \$6,000.00<br>\$0.00<br><b>\$6,000.00</b>                                      |
| <b>Airspace Monitoring</b><br>Annual subscription of Casia-G as a service, priced per square kilometer for the surveillance region.<br>Subtotal                                                                                | \$1,800                                                         | 39                       | \$70,200<br><b>\$70,200.00</b>                                                 |
| Total                                                                                                                                                                                                                          |                                                                 |                          | <b>\$88,960.00</b>                                                             |

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Burridge

WHEREAS, the City of Oswego in the interest of Public Safety would like to add the availability to use Remote Piloted Drones and Air Space Monitoring, and

WHEREAS, Unmanned Vehicle Technologies offers a package that includes the Drone Equipment, Remote Piloting Software and maintenance,

NOW THEREFORE BE IT

RESOLVED, that Mayor William J. Barlow, Jr. is authorized to sign all documents necessary to effectuate the purchase and registration of the Drone Equipment and Software, and

BE IT FURTHER

RESOLVED, that the City Chamberlain is authorized to complete a Budget Amendment to A-1680-0440, Computer Contracted Services Account, in the amount of \$162,428.00

| AYES AND NAYS CALLED |      |      | ABSENT/<br>ABSTAIN |
|----------------------|------|------|--------------------|
|                      | AYES | NAYS |                    |
| Councilor McBrearty  | ✓    |      |                    |
| Councilor Burridge   | ✓    |      |                    |
| Councilor Hill, Jr.  |      |      | ✓                  |
| Councilor Walker     |      |      | ✓                  |
| Councilor Gosek      | ✓    |      |                    |
| Councilor Plunkett   | ✓    |      |                    |
| 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 26th day of June 2023

MARK TESORIERO City Clerk

Approved June 27, 2023

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Chamberlain's Office

Page No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: June 20, 2023

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

Fr: Office of .....

- |                                                |                                                      |
|------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> City Attorney         | <input type="checkbox"/> Purchasing Agent            |
| <input type="checkbox"/> City Chamberlain      | <input type="checkbox"/> Recreation                  |
| <input checked="" type="checkbox"/> City Clerk | <input type="checkbox"/> Sewage Treatment Plant, E/W |
| <input type="checkbox"/> City Engineer         | <input type="checkbox"/> Traffic Engineering         |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Dept. of Water              |
| <input type="checkbox"/> Dept. of Fire         | <input type="checkbox"/> Dept. of Works              |
| <input type="checkbox"/> Dept. of Personnel    | <input type="checkbox"/> Zoning & Planning           |
| <input type="checkbox"/> Dept. of Police       | <input type="checkbox"/> Other                       |

Councilors,

City Clerk, Mark Tesoriero, is requesting a transfer of funds in the amount of \$6,000.00 in order to cover the costs of a temporary Records Office intern to aid in the digitalization of vital records.

Thank you very much.

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

WHEREAS, The City of Oswego Clerk's Office is in the process of preserving the integrity of vital statistic records including birth and death documents, and

WHEREAS, the office retains records from the past 142 years plus, and most of the bound books have very brittle pages, tattered documents, and deteriorating bindings, and

WHEREAS, in order to help safeguard, the Clerk's Office is working on modernizing the process by scanning, indexing, and transcribing birth and death records to prevent paper degradation from exposure to light and manipulation, and

WHEREAS, this change will allow for increased office productivity, efficiency, and accuracy, as it will save time in retrieval as the digital records are more easily accessible, and

WHEREAS, in order to fund the temporary office intern that is aiding in the process of this preservation project, a transfer of funds in the amount of \$6,000.00 from the General Fund Contingent Account, A-1990-0460, to the Clerk's Personal Services Account, A.1410.0101, is needed, now, therefore be it

RESOLVED, that the City Chamberlain is authorized to transfer the sum of \$6,000.00 from the General Fund Contingent Account, A-1990-0460, to the Clerk's Personal Services Account, A.1410.0101, to cover the costs of a temporary Records Office intern, and be it further

RESOLVED, that the City Chamberlain is authorized to change the books and records contained in her office to reflect the same.

| AYES AND NAYS CALLED |      |      | ABSENT / |
|----------------------|------|------|----------|
|                      | AYES | NAYS | ABSTAIN  |
| Councilor McBrearty  | ✓    |      |          |
| Councilor Burridge   | ✓    |      |          |
| Councilor Hill, Jr.  |      |      | ✓        |
| Councilor Walker     |      |      | ✓        |
| Councilor Gosek      | ✓    |      |          |
| Councilor Plunkett   | ✓    |      |          |
| Councilor Corradino  | ✓    |      |          |
|                      |      |      |          |
|                      |      |      |          |
| TOTAL                | 5    | 0    | 2        |

ADOPTED LOST

Approved June 27, 2023Recommended by Administrative Services  
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution  
was duly passed by the Common Council  
on the 26th day of June 2023

MARK TESORIERO City ClerkWILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK  
Motions, Resolutions and Notices

By Councilor Plunkett

RESOLVED, that this Regular Meeting of the Common Council now adjourn at 8:37 p.m.

| AYES AND NAYS CALLED          |      |      | <del>ABSENT</del> |
|-------------------------------|------|------|-------------------|
|                               | AYES | NAYS | ABSTAIN           |
| Councilor McBrearty           | ✓    |      |                   |
| Councilor Burridge            | ✓    |      |                   |
| Councilor Hill, Jr.           |      |      | ✓                 |
| Councilor Walker              |      |      | ✓                 |
| Councilor Gosek <del>OP</del> | ✓    |      |                   |
| Councilor Plunkett            | ✓    |      |                   |
| Councilor Corradino           | ✓    |      |                   |
|                               |      |      |                   |
|                               |      |      |                   |
| TOTAL                         | 5    | 0    | 2                 |

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 26th day of June 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved June 27, 2023



**AGENDA**  
**Common Council Meeting**  
**June 26, 2023**  
**8:15 PM**

---

**Public Session**

**Pledge of Allegiance to the Flag**

**Roll Call**

Roll Call

**Mayor Barlow called the meeting to order at 8:30 p.m. Five Councilors were present. Councilor Hill and Councilor Walker were excused.**

Mayor's Report to the Common Council

**Resolutions**

196 Approve Minutes Common Council Meeting Held June 12, 2023

**Councilor Gosek sponsored the resolution. Councilor McBrearty was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

197 Approve Use of Public Space – Jessica LaGray, Owner of a Single-family Dwelling Located at 171 East Eleventh Street, in Order to Install New Landscaping

**Councilor Burridge sponsored the resolution. Councilor Corradino was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

198 Approve Use of Public Space and Grant Variance of the Noise Ordinance – Constellation, to Hold Their Employee Cornhole Tournament at Breitbeck Park on Thursday, July 20, 2023

**Councilor Gosek sponsored the resolution. Councilor Plunkett was**

**the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

199 Motion to Rescind Resolution No. 177, Dated June 12, 2023

**Councilor Burrige sponsored the resolution. Councilor Corradino was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

200 Approve Use of Public Space – Paul Palucci, to Host a Toddler Soccer Program in Breitbeck Park Monday Evenings from September 11 to October 16, 2023

**Councilor Plunkett sponsored the resolution. Councilor McBrearty was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

201 Motion to Rescind Resolution No. 120, Dated April 24, 2023

**Councilor Burrige sponsored the resolution. Councilor Corradino was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

202 Approve Use of Public Space – Paul Palucci, to Host a Toddler Soccer Program in Breitbeck Park Monday Evenings from June 5 to August 7, 2023

**Councilor McBrearty sponsored the resolution. Councilor Gosek was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

203 Motion to Rescind Resolution No. 66, Dated February 27, 2023

**Councilor Burrige sponsored the resolution. Councilor Plunkett was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

204 Approve Use of Public Space and Grant Variance of the Noise Ordinance – Laura Brazak, on Behalf of the DAWN Ladies, in Order to Host an Event at Breitbeck Park on Sunday, August 6, 2023

**Councilor McBrearty sponsored the resolution. Councilor Corradino was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

205 Motion to Rescind Resolution No. 156, Dated May 22, 2023

**Councilor Plunkett sponsored the resolution. Councilor Gosek was the second. Resolution passed 5-0-2. Councilor Hill and Councilor**

**Walker were excused.**

- 206 Approve Use of Public Space – Oswego Federal Credit Union, in Order to Host “Movies in the Park” to be Held on June 28, 2023, in Washington Square Park

**Councilor Burridge sponsored the resolution. Councilor Plunkett was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

- 207 Accept Donation of a Bench from Patty Lowery in Honor of her Parents to Replace Existing Bench Located in Breitbeck Park

**Councilor Corradino sponsored the resolution. Councilor Gosek was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

- 208 Authorize Mayor to Sign the WaterPoint Network Plan Agreement with 64seconds, Inc. for Water and Sewer Tracking Work and Mapping Infrastructure

**Councilor Plunkett sponsored the resolution. Councilor McBrearty was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

- 209 Authorize Mayor to Sign Amendment No. 2 with GHD Consulting Services Inc. in the Amount of \$613,300.00, for Bidding and Construction Phase Services for the Eastside Wastewater Treatment Plant Blower Improvements Project

**Councilor Burridge sponsored the resolution. Councilor McBrearty was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

- 210 Authorize City Chamberlain to Complete a Budget Amendment to the Park Contracted Services Account in the Amount of \$14,436.00 for Contracted Maintenance at Shapiro Park and Legends Fields

**Councilor Corradino sponsored the resolution. Councilor Plunkett was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

- 211 Authorize City Chamberlain to Complete a Budget Amendment to the Computer Contracted Services Account in the Amount of \$162,428.00 for Remote Piloted Drones and Air Space Monitoring

**Councilor Burridge sponsored the resolution. Councilor Plunkett was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

- 212 Authorize City Chamberlain to Complete a Transfer of Funds from the General Fund Contingent Account to the Clerk's Personal Services Account in the Amount of \$6,000.00 for a Temporary Records Office Intern

**Councilor Corradino sponsored the resolution. Councilor Plunkett was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

**Adjournment**

Unfinished Business

**There was no unfinished business.**

Adjournment

**Councilor Plunkett sponsored the resolution. Councilor Gosek was the second. Resolution passed 5-0-2. Councilor Hill and Councilor Walker were excused.**

**Meeting adjourned at 8:37 p.m.**