

AGENDA
COMMON COUNCIL MEETING
APRIL 12, 2021

PUBLIC SESSION

7:15 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL FOR REGULAR MEETING

7:30 p.m.

MAYOR'S REPORT TO THE COMMON COUNCIL

- RESOLUTION NO. 109 – Approve Minutes Common Council Meeting Held March 22, 2021
110 – Appoint Commissioner of Deeds
111 – Approve Use of Public Space to Jason Bouchard, in Order to Place Two (2) Vending Machines at the West First Street Fish Cleaning Station
112 – Approve Use of Public Space to SLELO PRISM for Their Boat Launch Steward/Educator Program at Wright's Landing During the 2021 Summer Season
113 – Approve Use of Public Space to the Greater Oswego-Fulton Chamber of Commerce in Order to Host the Annual Farmer's Market to be Held June 3, 2021 to October 7, 2021
114 – Approve Use of Breitbeck Park to the Oswego Lions Club in Order to Host Their Annual River's Edge Craft Show on Sunday, June 13, 2021
115 – Approve Use of Space to the H. Lee White Maritime Museum in Order to Host Paddlefest on Saturday, July 17, 2021
116 – Approve Use of Public Space to the Oswego YMCA in Order to Host the Annual Harborfest Run on Saturday July 24, 2021

INTRODUCTION OF PROPOSED LOCAL LAW NO. *2 OF THE YEAR
2021 – A LOCAL LAW AMENDING CHAPTER 63, ANIMALS, OF THE
CODE OF THE CITY OF OSWEGO, NEW YORK

- 117 – Authorize Public Hearing - Re: Proposed Local Law No. *2 of the Year 2021- A Local Law Amending Chapter 63, Animals, of the Code of the City of Oswego, New York
118 – Accept Monetary Donation from the William G. Pomeroy Foundation for The Purchase of a Plaque Signifying the U.S. Customhouse (Conway Building) Being Placed on the National Register of Historic Buildings
119 – Authorize Mayor to Enter into a Five (5) Year Extension of the Current Lease Agreement with the Art Association of Oswego, Inc. and Oswego Players, Inc. for Building 30 at Fort Ontario
120 – Authorize Mayor to Sign an Agreement with the Greater Oswego-Fulton Chamber of Commerce for the 2020 and 2021 Project Bloom Projects
121 – Authorize Mayor to Sign an Amendment with Alert Media, Inc. for Additional Text Messages and Voice Minutes
122 – Authorize Mayor to Sign an Agreement with TextMyGov for Interactive Text Messaging Communication Services
123 – Authorize Mayor to Sign Change Order No. 10 with Patricia Electric, Inc. for Electrical Services for the Eastside Wastewater Treatment Plant Asset Management Plan Improvement Project in the Amount of \$13,876.92
124 – Authorize Mayor to Sign Change Order No. 11 with Patricia Electric Inc. for Electrical Services for the Eastside Wastewater Treatment Plant Asset Management Improvement Project, in the Amount of \$12,690.05
125 – Authorize Mayor to Sign Amendment No. 11 with GHD Consulting Engineers, LLC for the Required Consent Decree Quarterly Reporting
126 – Authorize Mayor to Sign a Professional Services Agreement with C&S Companies for the West First Street Storm Sewer Improvements Project
127 – Authorize Mayor to Sign a Lease Agreement with Circle T. Enterprises, LLC for Space at 114 Mitchell Street
128 – Approve Amusement License for the 2021 Events at the Oswego Speedway
129 – Approve New Fee Schedule for Ambulance Services
130 – Authorize City Chamberlain to Transfer Funds from within the Fire Department for Waivers of the Uniform Allowance
131 – Waive Rules of Common Council to Present Resolution No.132 from the Floor Without Committee Consideration
132 – Authorize Mayor to Sign an Extension of the Employment Agreement with Randall Griffin
133 – Adjournment

Common Council Proceedings

IN COMMON COUNCIL

Monday Evening April 12, 2021

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

Regular Meeting

ROLL CALL

	PRESENT	ABSENT
His Honor the Mayor	✓	
Councilor McBrearty	✓	
Councilor Burrridge	✓	
Councilor Hill, Jr.	✓	
Councilor Walker	✓	
Councilor Gosek	✓	
Councilor Plunkett	✓	
Councilor Corradino	✓	

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Cormadino

RESOLVED, that the minutes of the Regular Common Council Meeting held Monday evening, March 22, 2021, be and they hereby are approved and accepted.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr. ✕	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO City Clerk

ADOPTED LOST
Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

April 12, 2021

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

Councilors:

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

Respectfully submitted,

Michael J. Goldych	67 Burden Drive	Oswego, NY 13126
Richard L. Atkins	201 West Second Street-202	Oswego, NY 13126
Robert F. Winchek	32 Lilac Lane	Oswego, NY 13126
Nicholas M. Canale	65 Burden Drive	Oswego, NY 13126
James R. Bell	90 Hart Street	Oswego, NY 13126
Shane E. Broadwell	1706 County Route One	Oswego, NY 13126
Nathan S. Emmons	70 West Bridge Street	Oswego, NY 13126
Michael K. Kunzwiler	161 East Third Street	Oswego, NY 13126

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Walker

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

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

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021 WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 03/16/2021

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

Fr: Office of

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

Re: Use of Public Space
Fish Cleaning Station
West First Street
City of Oswego

Dear Councilors:

Forwarded herewith is a request to use public space, submitted by Mr. Jason Bouchard, proprietor of Riverside Sports LLC, in order to place two (2) vending machines at the West First Street Fish Cleaning Station located in the Fifth Ward. Primary purpose of said vending machines would be to provide resale fishing items (tackle, bait, lures etc.) together with snacks and soda.

/dma

Ordered filed and printed with the proceedings.

111

Zoning Office
(315) 342-8164

CITY OF OSWEGO

Jeff McGann, Permit Administrator

APPLICATION FOR USE OF PUBLIC SPACE

Applicant: Jason Bouchard

Phone: 315 529-6206

Address: 47 Lincoln Ave

Property Affected: Fish Cleaning Station Ward: ~~7~~ 5

Proposed Request: space for one or two vending machines for primary purpose of providing

Other: resale of terminal tackle, bait, line, and lures, soda, and snacks

Common Council Resolution No.: _____

Date: _____

Hold Harmless: ☐ Yes ☐ No

Certificate of Liability Insurance: ☐ Yes ☐ No

Date: 3/15/21

Jason D. Bouchard / Riversid Sport
Applicant

Date: 3/15/21

[Signature]
Permit Administrator

Councilor: GOSEK

Fee: \$75.00

riversidesportsLLC@gmail.com

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, Mr. Jason Bouchard, proprietor of Riverside Sports LLC, requests the use of public space in the Fifth Ward to place two (2) vending machines at the West First Street Fish Cleaning Station to provide resale fishing items (tackle, bait, lures etc.) together with snacks and soda; and

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

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

RESOLVED, that Mr. Bouchard provide a Certificate of Insurance to the City of Oswego as proof of liability insurance in the amount of \$1,000,000 which shall name the City of Oswego as additional named insured, and that such insurance coverage shall remain in effect so long as the business or entity continues to use said public space; and, be it further

RESOLVED, that the company shall compensate the City for the use of electrical service to operate the vending machines in a manner agreeable to the Mayor to include but not limited to payment for metered service, in-kind services (such as the use of the vending machines' video monitors to promote the City and fishing safety), or some other agreeable arrangement.

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

RESOLVED, that upon future sale of the aforementioned business by Mr. Bouchard, it shall be his responsibility to notify the intending proprietor of the requirement to file their individual Certificate of Insurance with the City Clerk's Office upon completion of such business transfer; and, be it further

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

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunke	✓		
Councilor Corradino	✓		
TOTAL	7	0	

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 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021 WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Zoning/DMA

Page No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 4/5/2021

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

Fr: Office of

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

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

Dear Chairman Kevin Hill Jr. and Committee Members:

I, Thomas Kells, Commissioner of Public Works and Parks and Recreation, have received a request from Brittany Rogers, on behalf of the St. Lawrence Eastern Lake Ontario Partnership for Regional Invasive Species Management (SLELO PRISM) for permission to have a boat launch steward/educator at the public boat launch at Wright's Landing periodically throughout the 2021 summer season. (see attached email)

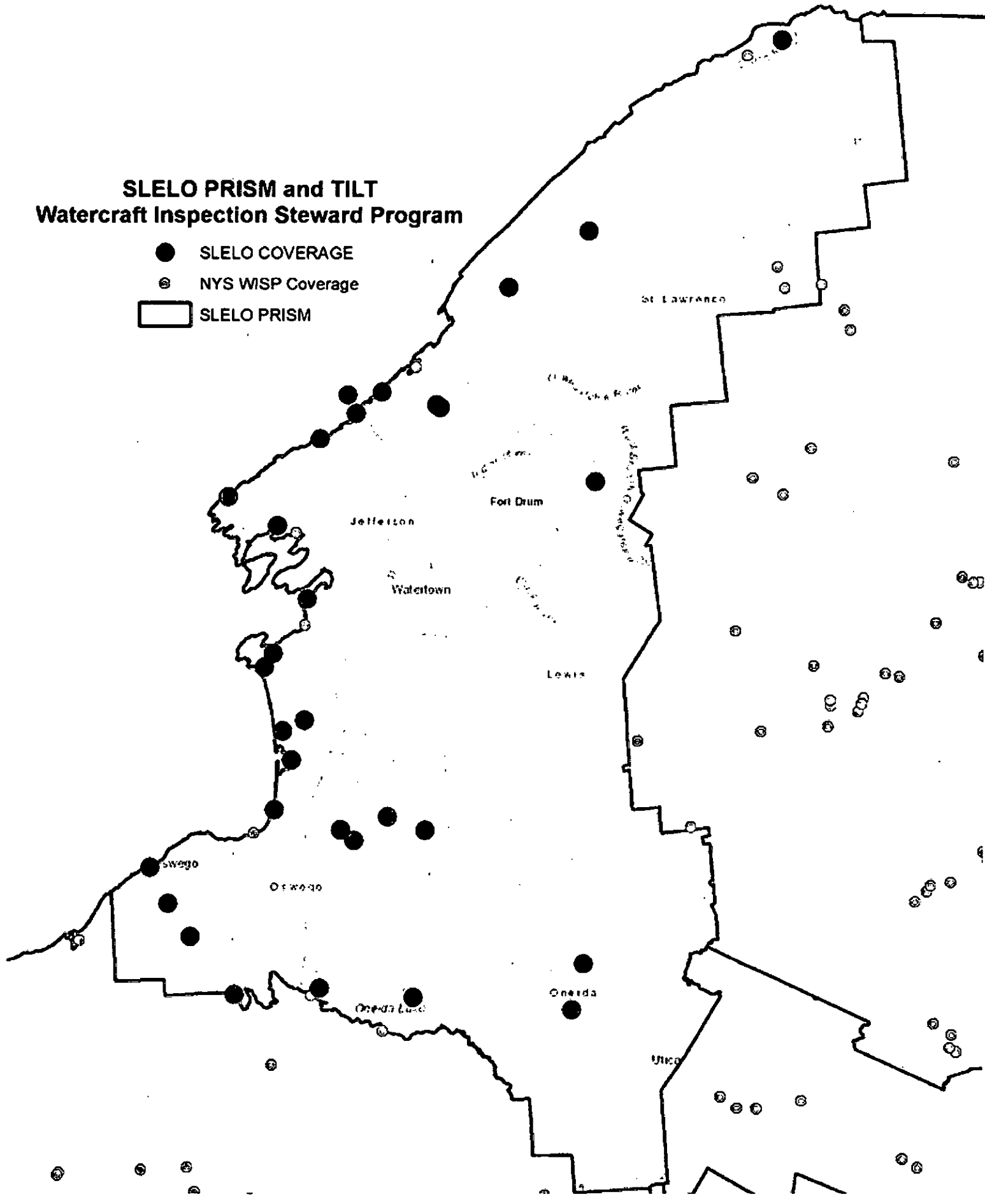
Respectfully submitted,

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

TK/mlc
Attachment

**SLELO PRISM and TILT
Watercraft Inspection Steward Program**

- SLELO COVERAGE
- ⊗ NYS WISP Coverage
- SLELO PRISM



RECEIVED
MAR 31 2021
CITY CLERK'S OFFICE
OSWEGO, NY



112

Hello,

I am the Aquatic Restoration and Resiliency Coordinator with the St. Lawrence Eastern Lake Ontario Partnership for Regional Invasive Species Management (SLELO PRISM) and am again seeking your permission to have watercraft inspection stewards at your boat launch periodically throughout the summer. Days and times of duty at each site will change throughout the season which is anticipated to run May 20 – October 11, 2021. This effort is part of a statewide watercraft inspection steward program and one of the NYS Department of Environmental Conservation's Aquatic Nuisance Species priorities. Last year our stewards conducted over 10,000 surveys, spoke with 27,000 people and prevented 1,200 invasive species from being spread.

The inspection process would not impede launch access/exit. Boater participation in this initiative is 100% voluntary; these are not regulatory inspections. The goal of the program is for the stewards to teach boaters how to look for and remove aquatic invasive species from their boats and to empower boaters with information so they can inspect their watercraft in the absence of stewards. Invasive species such as hydrilla and rusty crayfish are species that have been introduced into inland waterbodies and Lake Ontario and are having detrimental impacts on our waterways. Our stewards will be equipped with field supplies with them at the launch. These supplies may include folding table, chair, umbrella, sandwich board, preserved specimens for educational purposes, and distribution materials. Stewards will bring and remove supplies each time they are at the launch.

With boaters, the stewards will:

- walk through inspection checkpoints using a standardized protocol;
- engage boaters in dialogue about AIS, their impacts on the environment, and the importance of taking measures to prevent their spread;
- provide AIS educational materials; and
- collect boater usage and aquatic invasive species data.

Our program will be co-administered by the SLELO PRISM and the Thousand Islands Land Trust. As always, there is no cost to the municipality or site managers, we just need written permission from the appropriate committees in support of the program.

You can find more information on watercraft inspection programs and the 2020 report by visiting:
www.sleloinvasives.org/watercraftinspection

Please contact me by April 2, 2021 with your decision about allowing stewards to be stationed at your launch, or if you would like additional information. I look forward to working with you to minimize the spread of aquatic invasive species in New York's waters.

Respectfully Submitted,
Brittney Rogers

Brittney Rogers, SLELO PRISM
Aquatic Restoration and Resiliency Coordinator
E: Brittney.Rogers@TNC.org

Teaming Up to Stop The Spread of Invasive Species™

www.sleloinvasives.org

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, Brittany Rogers, representing the St. Lawrence Eastern Lake Ontario Partnership for Regional Invasive Species Management (SLELO PRISM), is requesting to have a boat launch steward/educator at the public boat at Wright's Landing periodically throughout the 2021 summer season, and,

WHEREAS, SLELO PRISM 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 named additional insured, now, therefore, be it now

RESOLVED, that permission is granted to Brittany Rogers, representing the St. Lawrence Eastern Lake Ontario Partnership for Regional Invasive Species Management (SLELO PRISM), is requesting to have a boat launch steward/educator at the public boat at Wright's Landing periodically throughout the 2021 summer season, and be it further

RESOLVED, that SLELO PRISM 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 named additional insured.

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

ADOPTED LOST

Recommended by Physical Services
CommitteeChairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Department of Public WorksPage No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Re: City of Oswego Annual Weekly Farmer’s Market Sponsored by the Greater Oswego-Fulton Chamber of Commerce

Dear Councilors:

The Special Events Committee received a request from the Greater Oswego-Fulton Chamber of Commerce regarding the Annual Weekly Farmer’s Market to be held on Thursdays beginning June 3rd to October 7th.

The event is requesting the use of public space and road closure of West First Street between West Mohawk Street and West Bridge Street and the use of Civic Plaza. The time frame is 3:30 p.m. to 8:30 p.m. The event is also requesting the use of the City’s Bandstand during the event.

Additionally, the event is requesting police assistance during the event. The event is requesting the waiver of applicable fees. The City has supported this long-standing tradition in our community. Thank you.

Sincerely,

Nate Emmons
Chair, Special Events Committee
Economic Development Director

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the City of Oswego Special Events Committee received a request from the Oswego-Fulton Chamber of Commerce for the Annual Weekly Farmer's Market to be held on Thursdays beginning June 3rd to October 7th, and

WHEREAS, the event is requesting the use of public space and road closure of West 1st Street between West Mohawk Street and West Bridge Street on Thursdays during the specified dates between 3:30 p.m. to 8:30 p.m., and

WHEREAS, the event is requesting the use of public space at Civic Plaza, and the use of the City Bandstand during the specified dates in the time frame, and

WHEREAS, the event is requesting a waiver of the open container ordinance for wine sampling and tasting, and

WHEREAS, the event is requesting a waiver of the noise ordinance to have live music and performances during the event, and

WHEREAS, the event is requesting police assistance during the event, now therefore be it

RESOLVED, permission is granted to the Oswego-Fulton Chamber of Commerce to organize the Annual Weekly Farmer's Market to be held on Thursday evenings from 3:30 p.m. to 8:30 p.m. beginning June 3rd to October 7th, and be it further

RESOLVED, permission is granted for the use of public space and road closures as identified including the use of Civic Plaza and the City Bandstand, and be it further

RESOLVED, permission is granted for the waiver of the noise ordinance, and be it further

RESOLVED, permission is granted for the waiver of the open container ordinance for wine tasting and sampling with the event organizer contacting and coordinating with the Oswego Police Department for final approval, and be it further

RESOLVED, permission is granted for the City of Oswego to provide police assistance as needed for the event, and be it finally

RESOLVED, the Oswego-Fulton Chamber of Commerce shall provide to 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 additional named insured and Certificate Holder prior to the event.

AYES AND NAYS CALLED			ABSENT/ 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
CommitteeChairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

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: April 5, 2021

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

Fr: Office of

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

Re: The River's Edge Craft Show

Dear Councilors:

The City of Oswego Special Events Committee through the Office of Economic Development received a request from the Oswego Lion's Club regarding the Annual River's Edge Craft Show to be held on Sunday, June 13, 2021, between 7 a.m. and 5 p.m.

The special event is requesting the use of public space at Breitbeck Park. In addition, they are requesting the use of the bandstand, a waiver of the noise ordinance (to have live music), a waiver of the open container ordinance (for wine tasting), use of parking lots for vendor parking, and permission to place several framed signs at various locations advertising the craft show. The signs will be displayed two weeks prior to the event and removed immediately after the event. They are also requesting the city to provide additional garbage cans and pick up services.

This is a re-occurring event. Thank you.

Sincerely,

Nate Emmons
Chair, Special Events Committee
Economic Development Director



March 23, 2021

Mayor William Barlow and Members of the Common Council,

The Oswego Lions Club would like to try and hold The River's Edged Craft Show this year depending on the NYS Guidelines for outdoor events. If guidelines permit us to hold the show, we would like to request the use Breitbeck Park for our 9th annual River's Edge Craft Show. As you know, this event has been a huge success with extremely positive feedback from the community. It has grown from a modest beginning to a highly anticipated event. This year's craft show will take place on Sunday, June 13th, 2021 between the hours of 8am and 4pm.

We would also respectfully request the use of the bandstand, a waiver of the noise ordinance (in order to have live music), a waiver of the open container ordinance (for wine tasting), use of the two parking lots, one for vendor parking and the other for the public. We would also ask permission to place several framed signs at various locations advertising the Craft Show. The signs will be displayed 2 weeks prior to the event and will be removed immediately after.

The Oswego Lions Club is a not for profit charitable organization whose main goal is to help the visually impaired. If the Council graciously approves our request, we will also provide a Certificate of Liability Insurance in the amount of \$1,000,000, listing the City of Oswego as named additional insured.

We hope that the situation with this pandemic will improve enough to be able to once again hold this event not only for us as a fundraiser, but as an event for the community to enjoy.

Thanks you for your consideration.

Sincerely,

Chris Pelton

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, the City of Oswego Special Events Committee through the Office of Economic Development received a request from the Oswego Lions Club for the Annual River's Edge Craft Show to be held on Sunday, June 13, 2021 between 7 a.m. and 5 p.m., and

WHEREAS, the event is requesting the use of public space at Breitbeck Park, and

WHEREAS, the event is requesting the use of the City bandstand, and

WHEREAS, the event is requesting a waiver of the noise ordinance to have live music, and

WHEREAS, the event is requesting a waiver of the open container ordinance for wine tasting, and

WHEREAS, the event is requesting use of two (2) parking lots at Breitbeck Park, one for vendor parking and one for public parking, and

WHEREAS, the event is requesting permission to place several A-frame signs at various locations advertising the craft show two weeks prior to the show and representatives of the Oswego Lions Club will remove the signs immediately after the event, now therefore be it

RESOLVED, that permission is granted to the Oswego Lions Club to host the Annual River's Edge Craft Show on Sunday, June 13, 2020 between 7 a.m. and 5 p.m., and be it further

RESOLVED, that permission is granted for the use of public space at Breitbeck Park and two (2) parking lots, and be it further

RESOLVED, that permission is granted for the waiver of the noise ordinance, and the waiver of the bandstand fee, and be it further

RESOLVED, that permission is granted for the waiver of the open container ordinance with the event organizer contacting and coordinating with the Oswego Police Department for final approval, and be it further

RESOLVED, the Oswego Lions Club shall provide to 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 named additional insured and Certificate Holder prior to the event.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrige X	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

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 12th day of April 2021

MARK TESORIERO
City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR.
Mayor

Resolution prepared by Community Development

Page No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Re: Oswego Paddlefest

Dear Councilors:

The Community Development Office received a request from Mercedes Niess, Executive Director of the H. Lee White Maritime Museum regarding the H. Lee White Museum's Paddlefest to be held on Saturday, July 17, 2021.

The paddleevent starts in Fulton with a second start in Minetto continuing on to the Oswego River north through the locks concluding at Wright's Landing.

Sincerely,

Nate Emmons
Chair, Special Events Committee
Economic Development Director

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, the City of Oswego Special Events Committee received a request from the H. Lee White Maritime Museum for the 2021 Oswego Paddlefest; and

WHEREAS, the 2021 Oswego Paddlefest will be held on Saturday, July 17, 2021 from approximately 8 a.m. to 5 p.m. which begins in Fulton continuing North through the Oswego River to towards the Oswego Canal and the City of Oswego concluding at Wright's Landing, and now therefore be it

RESOLVED, permission is granted to promote the 2021 Oswego Paddlefest for Saturday, July 17, 2021 with the appropriate safety action plan approved by the applicable regulatory agencies; and be it further

RESOLVED, the event organizer shall provide to 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 additional insured.

Rescinded by Res. No.250 dtd 8/9/21 Replaced by Res. No.251 dtd 8/9/21

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

(ADOPTED) LOST

Approved April 13, 2021

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 12th day of April 2021

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: April 5, 2021

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

Fr: Office of

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

Re: Oswego YMCA 32nd Annual Harborfest 5K & 10K

Dear Councilors:

The Special Events Committee through Office of Economic Development received a request from the Oswego YMCA regarding the 32nd Annual Harborfest 5K & 10K community event to be held on Saturday, July 24, 2021, 8:00 a.m. to Noon.

The event is requesting Oswego Police Department to lead the racers as well as the following road closures at West 1st St. & West Utica St.; West 2nd St. & W. Mohawk St.; and West 1st St. & West Oneida St. as well as police escort and assistance in leading the race.

In addition, the event is requesting assistance for traffic at the intersections of West 1st St. & W. Bridge St., and West 6th St. & West. Bridge St. The event is also requesting a fee waiver for Road Closures due to the hardship of covid. This is a reoccurring event. Thank you.

Sincerely,

Nate Emmons
Chair, Special Events Committee
Economic Development Director

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Plunkett

WHEREAS, the City of Oswego Special Events Committee received a request from the Oswego YMCA regarding the 32nd Annual Harborfest 5K and 10K community event to be held on Saturday, July 24, 2021 from 8 a.m. to Noon, and

WHEREAS, the event is requesting road closures at West 1st Street & West Utica Street; West 2nd Street & West Mohawk Street; and West 1st Street & West Oneida Street, and

WHEREAS, the event is requesting police escort and assistance in leading the race, and traffic assistance at the intersections of West 1st Street & West Bridge Street, and West 6th Street & West Bridge Street, and

WHEREAS, the event is requesting a waiver of the Road Closure fees, and

WHEREAS, the event is requesting a waiver of the noise ordinance, now therefore be it

RESOLVED, permission is granted to the Oswego YMCA for the 32nd Annual Harborfest 5K and 10K community event on Saturday, July 24, 2021 from 8 a.m. to Noon, and be it further

RESOLVED, permission is granted for the said waiver of road closures, and be it further

RESOLVED, permission is granted for the police escort and traffic assistance during the event, and be it further

RESOLVED, permission is granted for the waiver of the noise ordinance, and be it finally

RESOLVED, the Oswego YMCA shall provide to 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 additional named insured and Certificate Holder prior to the event.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge X	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

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 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Community Development Office

Page No. 2

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Caroline Anderson, Animal Control Officer, requests approval of proposed amendments to Chapter 63: Animals of the Oswego City Code, to update and expand the ordinances pertaining to selling, raising, and keeping livestock within the city limits, as well as pertaining to feeding animals outdoors.

This process requires a public hearing to be scheduled April 26, 2021.

Ordered filed and printed with the proceedings.

LOCAL LAW NO. *2 OF THE YEAR 2021

A LOCAL LAW AMENDING CHAPTER 63, ANIMALS, OF THE CODE OF THE CITY OF OSWEGO, NEW YORK

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

CHAPTER 63, ANIMALS

[HISTORY: Adopted by the Common Council of the City of Oswego 1-24-2011 by L.L. No. 1-2011. Amendments noted where applicable.]

Chapter 63, Animals is hereby amended to add the following provisions:

Section 63-7 (D) is hereby amended to read:

§63-7 D. Chickens or ducklings younger than 8 months of age may not be sold in quantities of less than 25 6 to a single purchaser.

Section 63-7 is amended to add the following provision:

§63-7 I. No animal shall be fed out in the open in a manner that causes feed to be available to rodents, or in a manner that causes a health hazard or nuisance to neighboring properties.

A new Article III is created to read as follows:

ARTICLE III

KEEPING LIVESTOCK IN THE CITY OF OSWEGO

§63-22 Definitions

BEE

A flying insect closely related to wasps and ants, known for their role in pollination and, for purposes of this Article, in the case of the best-known bee species, the western honey bee, for producing honey. Bees are a monophyletic lineage within the superfamily Apoidea. They are presently considered a clade, called Anthophila.

CHICKEN

A domestic fowl kept for its eggs or meat, especially a young one.

§63-23 Keeping of Livestock Prohibited

It is unlawful for any person or persons to keep or maintain livestock within the city limits, including but not limited to horses, ponies, donkeys, mules, cattle, sheep, goats, farmed deer, buffalo, hogs, poultry, llamas, alpacas, ostriches, and emus (including all miniature farm animals) except as hereinafter provided in §63-24.

§63-24 Exceptions

The following animals are exempt from the provisions of §63-23, in accordance with the limitations set forth herein.

1) Bees

Bees (Apidae family only – honey bees) may be kept but are limited to two hives per property

2) Chickens

Chickens are permitted to be kept for personal use subject to the following requirements:

- (A) You must purchase a chicken owner's permit from the City of Oswego Clerk's office for \$25.00, and consent to a coop and run inspection annually. The permit shall be renewed at the beginning of each calendar year.
- (B) No more than 6 chickens are allowed at each property.
- (C) Male chickens over four months of age are prohibited.
- (D) Chickens shall be kept in a well ventilated, enclosed coop constructed to protect the animals against varying weather conditions and predators. The coop shall have an attached, enclosed run. The coop and run combined shall provide a minimum of ten square feet of ground space per chicken.
- (E) All coops and runs shall be located within a side or rear yard only. Coops shall be at least twenty-five feet from any neighboring dwelling and ten feet from any property line. No portion of any run shall be within ten feet of any property line.
- (F) All coops and runs shall be kept in a neat, sanitary, dust-free condition and must be cleaned on a regular basis so as to prevent offensive odors. Coops and runs are subject to inspection by the Animal Control Officer.
- (G) At no time shall chickens be allowed to run at large. Any impounded chicken will be subject to a redemption fee of \$50.
- (H) Guinea hens, geese, ducks, peacocks, pheasants, quail, and other game species are prohibited within the city limits. Pigeons may be kept but are subject to inspection if any neighborhood complaints arise.
- (I) The hatching and raising of poultry for the purpose of selling is strictly prohibited, except in commercial business zones and by permit only
- (J) Commercial poultry egg incubators (incubators that hold more than 10 eggs) are strictly prohibited.
- (K) Raising of chickens for meat is prohibited
- (L) Slaughtering of poultry in a private residence is strictly prohibited
- (M) Upon investigation of any complaint pertaining to this article, the Animal Control Officer shall have the authority to issue and enforce an order to remedy to address any violations.

EFFECTIVE DATE: This local law shall become effective upon its filing with the New York State Secretary of State.

***INTRODUCTORY PURPOSES ONLY**

**City of Oswego Code Chapter 63:
Requested Animal Control Ordinance Updates**

KEEPING LIVESTOCK IN THE CITY OF OSWEGO

It is unlawful for any person or persons to keep or maintain livestock within the city limits, including but not limited to horses, ponies, donkeys, mules, cattle, sheep, goats, farmed deer, buffalo, hogs, poultry, llamas, alpacas, ostriches, and emus (including all miniature farm animals) except as herein-after provided:

EXCEPTIONS –

1) BEES

Bees (Apidae family only – honey bees) may be kept but are limited to two hives per property

2) CHICKENS

Chickens are permitted to be kept for personal use subject to the following requirements:

- (A) You must purchase a chicken owner's permit from the City of Oswego Clerk's office for \$25.00, and consent to a coop and run inspection annually. The permit shall be renewed at the beginning of each calendar year.
- (B) No more than 6 chickens are allowed at each property.
- (C) Male chickens over four months of age are prohibited.
- (D) Chickens shall be kept in a well ventilated, enclosed coop constructed to protect the animals against varying weather conditions and predators. The coop shall have an attached, enclosed run. The coop and run combined shall provide a minimum of ten square feet of ground space per chicken.
- (E) All coops and runs shall be located within a side or rear yard only. Coops shall be at least twenty-five feet from any neighboring dwelling and ten feet from any property line. No portion of any run shall be within ten feet of any property line.
- (F) All coops and runs shall be kept in a neat, sanitary, dust-free condition and must be cleaned on a regular basis so as to prevent offensive odors. Coops and runs are subject to inspection by the Animal Control Officer.
- (G) At no time shall chickens be allowed to run at large. Any impounded chicken will be subject to a redemption fee of \$50.
- (H) Guinea hens, geese, ducks, peacocks, pheasants, quail, and other game species are prohibited within the city limits. Pigeons may be kept but are subject to inspection if any neighborhood complaints arise.
- (I) The hatching and raising of poultry for the purpose of selling is strictly prohibited, except in commercial business zones and by permit only
- (J) Commercial poultry egg incubators (incubators that hold more than 10 eggs) are strictly prohibited.
- (K) Raising of chickens for meat is prohibited

(L) Slaughtering of poultry in a private residence is strictly prohibited

(M) Upon investigation of any complaint pertaining to this article, the Animal Control Officer shall have the authority to issue and enforce an order to remedy to address any violations.

FEEDING OF ANIMALS OUTDOORS

No animal can be fed out in the open in a way that causes food to be available to rodents, or in a way that causes a health hazard or nuisance to neighboring properties

Amendment:

63-7 D. Chickens or ducklings younger than 8 months of age may not be sold in quantities of less than 6 to a single purchaser

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Walker

RESOLVED, that a Public Hearing on proposed Local Law No. *2 of the Year 2021 - A Local Law Amending Chapter 63, Animals, of the Code of the City of Oswego, New York will be held Monday evening, April 26, 2021 at 7:10 p.m. in the Common Council Chambers, City Hall, 13 West Oneida Street, Oswego, New York, and be it further

RESOLVED, that the City Clerk be and he hereby is authorized and directed to advertise a Notice of Public Hearing on proposed Local Law No. *2 of the Year 2021 in the official newspaper of the City of Oswego, New York.

*INTRODUCTORY NUMBER ONLY

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

ADOPTED LOST

Recommended by Planning & Development
CommitteeChairman Shawn Walker

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO

City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by City Clerk's OfficePage No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Dear Councilors:

Mark Slosek, City Historian, has secured a donation in the amount of \$292.00 from the William G. Pomeroy Foundation for the purchase of a plaque that will be placed at the U.S. Customhouse (Conway Building). This plaque will state that the U.S. Customhouse was placed on the National Register of Historic Places in 1976.

The attached resolution authorizes the City Chamberlain to accept the donation and further authorizes the City Clerk's Office to order the plaque.

Thank you for your time and consideration.

Ordered filed and printed with the proceedings.



March 9, 2021

City of Oswego
Mark Slosek
13 West Oneida Street
Oswego, New York 13126

Dear Mark,

Enclosed please find a check in the amount of \$292.00 from the William G. Pomeroy Foundation to the City of Oswego to install a plaque to commemorate that U.S. Customhouse has been placed on the National Register of Historic Places. Please deposit the check within 60 days.

You should have already received an email from the William G. Pomeroy Foundation giving you information on how to access your plaque order form to Franklin Bronze Plaques. When ordering the plaque, please fill out the order form and include a check made payable to Franklin Bronze Plaques in the amount of \$292.00.

Once installed, please submit two photos of your new marker so we can feature it on our website's marker map. We need a close up photo where text is legible and a perspective shot where we can see the marker or plaque in its surroundings.

Congratulations and I look forward to seeing photos of the plaque installed. Remember to give us a three week notice if you have an unveiling ceremony, as we would like to attend if our schedules permit. If no ceremony is planned, please let us know the date of installation.

On behalf of The William G. Pomeroy Foundation, I extend our wishes for your continued success in providing cultural education and preserving local history.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paula".

Paula Miller
Executive Director



**The William G. Pomeroy Foundation
National Register of Historic Places**

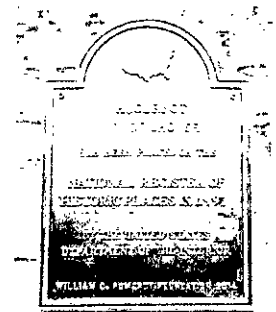
Ship To: _____

Date Required: _____ (please allow 8 to 10 weeks for delivery)

Text:

U.S. CUSTOMHOUSE
 HAS BEEN PLACED ON THE
 NATIONAL REGISTER OF
 HISTORIC PLACES IN 1976
 BY THE UNITED STATES
 DEPARTMENT OF THE INTERIOR
 WILLIAM G. POMEROY FOUNDATION 2021
 396

Option B Sample



Name and Phone of Contact Person: _____

Authorized Signature: _____ **Date:** _____

*Please check spelling. Wording will appear exactly as ordered.

Franklin Bronze Plaques
 4201 US 322 West – Franklin – PA 16323
 Phone: 1-866-405-6623 Fax: 814-346-7047

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, Mark Slosek, City Historian, has received a donation in the amount of \$292.00 from the William G. Pomeroy Foundation, and

WHEREAS, this donation is to be used toward the purchase plaque to be installed at the U.S. Customhouse (Conway Building, and

WHEREAS, this plaque will state that the U.S. Customhouse was placed on the National Register of Historic Places in 1976, now, therefore be it

RESOLVED, that Mark Slosek, City Historian, has received a donation in the amount of \$292.00 from the William G. Pomeroy Foundation, and be it further

RESOLVED, that this donation is to be used toward the purchase of a plaque to be installed at the U.S. Customhouse (Conway Building), and be it further

RESOLVED, that this plaque will state that the U.S. Customhouse was placed on the National Register of Historic Places in 1976, and be it further

RESOLVED, that the City Chamberlain be and she is hereby authorized to accept the donation and the City Clerk's Office is granted permission to order the plaque on behalf of the City Historian.

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

ADOPTED LOST

Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Clerk's OfficePage No. 1

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of April, 2021 by and between the City of Oswego, a Municipal Corporation duly formed under the laws of the State of New York with its offices at City Hall, West Oneida Street, Oswego, New York, ("Landlord"), and the Art Association of Oswego, Inc., with its address at P.O. Box 271, Oswego, New York 13126 and the Oswego Players, Inc. with its address at P.O. Box 183, Oswego, New York 13126 ("Tenant"),

WITNESSETH:

That Landlord and Tenant, in consideration of the promises and the mutual covenants and agreements contained herein do hereby agree as follows:

DESCRIPTION. MODIFICATIONS AND USE OF PREMISES

1. Landlord hereby agrees to rent to Tenant, and Tenant hereby agrees to rent from Landlord, a portion of the building and grounds commonly known as Building 30 of the former Fort Ontario, owned by Landlord and located at the Fort Ontario grounds, City of Oswego. Such rental shall be subject to the terms and conditions set forth hereinafter.
2. During the term of this lease agreement, Tenant, its directors, officers, employees, members, volunteers and assigns shall have full and complete access, at all times, to the premises. At all times during the term of this Lease Agreement the premises shall be used solely for recreational purposes, as set forth in the conveyances by the State of New York to the City of Oswego dated July 9, 1952, and June 7, 1954.
3. The Tenant will not make or suffer any unlawful, improper or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said city now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said building or to increase the premium thereof.
4. The Landlord covenants that the Tenant shall peaceably hold and enjoy the premises.

TERM OF LEASE

5. This Lease Agreement shall be for a term of five (5) years, commencing June 1, 2020 and ending May 30, 2025. The Tenant shall have the option to renew this Lease Agreement at any time for an additional twenty (20) years contingent upon approval by the Landlord of a major capital project to enhance the premises and proof of financing sufficient to complete such project.

AMOUNT OF RENT

6. The Tenant agrees to pay the Landlord as rent for the use of the premises, the sum of One Dollar (\$1.00) per year, receipt of which is hereby acknowledged by the Landlord.

UTILITIES, TAXES & MAINTAINENCE

7. The Tenant shall be responsible for and shall promptly pay all utility charges, including but not limited to gas, electricity, and heat. The Landlord hereby waives all water rents and sewer rates.

8. The parties acknowledge that no real property taxes are assessed on said premises and Tenant is a tax-exempt organization. Therefore, no real property taxes need to be paid.

9. The parties further agree that the Landlord shall maintain and make any repairs to the exterior of the building or the infrastructure necessary to keep the premises in good working order.

10. The Tenant shall maintain and make any repairs to the interior of the said building necessary to keep such building in such repair as the same is at the commencement of this Lease Agreement, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and will promptly replace all glass thereof broken during the said term by other of the same size and quality.

11. The Tenant will not injure, overload or deface or suffer to be injured, overloaded or defaced the premises or any part thereof.

INSURANCE

12. Tenant hereby covenants to provide and keep in force during the term of Lease, for the benefit of the Landlord, a general liability insurance policy in standard form, protecting the Landlord against any liability whatsoever occasioned by accident or disaster on or about the premises or any appurtenance thereto. Such policy is to be written by a good and solvent insurance company satisfactory to the Landlord, shall be written for at least \$1,000,000.00 coverage.

13. The Landlord shall be named as an additional insured on the policy referenced above and the Landlord shall be in actual receipt of a Certificate of Insurance at all times during the terms of this Lease Agreement. The Tenant also agrees to execute a Hold Harmless Agreement to the Landlord, in the form provided by the Landlord.

TERMINATION OF LEASE AND SURRENDER OF PREMISES

14. In the event of a breach of any provision of this Lease Agreement by the Tenant, including but not limited to the requirement that the premises be used for recreational purposes only, the Landlord shall be entitled to terminate this Lease Agreement on thirty (30) days

written notice to the Tenant, and the Tenant shall immediately vacate the premises upon receipt of such notice from the Landlord.

15. At the expiration of the said term of this Lease Agreement the Tenant will peaceably yield up to the Landlord the premises and all erections, improvements, and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

INDEMNIFICATION

16. That Tenant will save harmless and indemnify the Landlord from and against all loss, liability or expense that may be incurred by reason of any accident with the machinery, hatchways, gas or water or other pipes, or from any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the city water, or other utilities, or from the bursting of any pipes, or from any use or misuse of the premises by the Tenant.

17. All property of any kind that may be on the premises during the term of this Lease shall be at the sole risk of the Tenant, and the Landlord shall not be liable to the Tenant or any other person for any injury, loss, or damage to such property or to any person on the premises.

ASSIGNMENT AND SUBLETTING

18. That Tenant shall not assign, sublet, or part with the possession of the whole or any part of the premises without first obtaining the written consent of the Landlord.

LEGAL STATUS OF TENANT

19. Landlord and Tenant understand that the Tenant is a not-for-profit corporation, and tax-exempt pursuant to the Internal Revenue Code. No member of the Tenant is an individual guarantor of the monetary obligations under this Lease Agreement.

MISCELLANEOUS PROVISIONS

20. That Tenant will not make any alterations or additions in or to the premises without the written consent of the Landlord, or suffer any holes to be made or drilled in the outside stone or brickwork, or suffer any signs to be placed upon the building except as the Landlord shall in writing approve.

IN WITNESS WHEREOF, the above parties have placed their hands and seals on the above date.

TENANT:

LANDLORD:

PRESIDENT
ART ASSOCIATION OF OSWEGO

WILLIAM J. BARLOW, JR., MAYOR
CITY OF OSWEGO

TAMMY THOMPSON, PRESIDENT
OSWEGO PLAYERS, INC.

STATE OF NEW YORK)
COUNTY OF OSWEGO) ss:

On this ____ day of April, 2021, before me personally appeared William J. Barlow, Jr., to me personally known, who, being by me duly sworn, did depose and say that he resides in Oswego, New York, that he is the Mayor of the City of Oswego, New York, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council of said corporation; and that he signed his name thereby by like order.

Notary Public

STATE OF NEW YORK)
COUNTY OF OSWEGO) ss:

On this ____ day of April, 2021, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that she resides in Oswego, New York, that she is the President of the Art Association of Oswego, the corporation described in, and which executed the within instrument; that she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Notary Public

STATE OF NEW YORK)
COUNTY OF OSWEGO) ss:

On this ____ day of April, 2021, before me personally appeared Tammy Thompson, to me personally known, who, being by me duly sworn, did depose and say that he resides in Oswego, New York, that he is the President of the Oswego Players, Inc., the corporation described in, and which executed the within instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

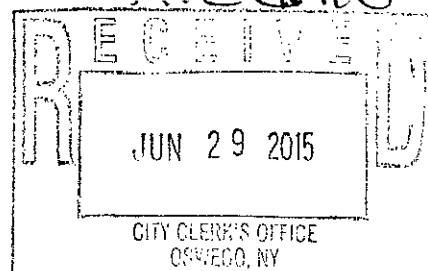
- ☐ City Attorney
- ☐ City Chamberlain
- ☐ City Clerk
- ☐ City Engineer
- ☐ Community Development
- ☐ Dept. of Fire
- ☐ Dept. of Personnel
- ☐ Dept. of Police

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

Mayor William J. Barlow, Jr. requests authorization for a five (5) year extension of the current lease with the Arts Association at the Arts Civic Center in the Fort Ontario Complex. All terms remain the same.

Ordered filed and printed with the proceedings.

EXPIRES 5-30-20



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 26 day of June, 2015 by and between the City of Oswego, a Municipal Corporation duly formed under the laws of the State of New York with its offices at City Hall, West Oneida Street, Oswego, New York, ("Landlord"), and the Art Association of Oswego, Inc., with its address at P.O. Box 271, Oswego, New York 13126 and the Oswego Players, Inc. with its address at P.O. Box 183, Oswego, New York 13126 ("Tenant"),

WITNESSETH:

That Landlord and Tenant, in consideration of the promises and the mutual covenants and agreements contained herein do hereby agree as follows:

DESCRIPTION. MODIFICATIONS AND USE OF PREMISES

1. Landlord hereby agrees to rent to Tenant, and Tenant hereby agrees to rent from Landlord, a portion of the building and grounds commonly known as Building 30 of the former Fort Ontario, owned by Landlord and located at the Fort Ontario grounds, City of Oswego. Such rental shall be subject to the terms and conditions set forth hereinafter.
2. During the term of this lease agreement, Tenant, its directors, officers, employees, members, volunteers and assigns shall have full and complete access, at all times, to the premises. At all times during the term of this Lease Agreement the premises shall be used solely for recreational purposes, as set forth in the conveyances by the State of New York to the City of Oswego dated July 9, 1952, and June 7, 1954.
3. The Tenant will not make or suffer any unlawful, improper or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said city now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said building or to increase the premium thereof.
4. The Landlord covenants that the Tenant shall peaceably hold and enjoy the premises.

TERM OF LEASE

5. This Lease Agreement shall be for a term of five (5) years, commencing June 1, 2015 and ending May 30, 2020. The Tenant shall have the option to renew this Lease Agreement at any time for an additional twenty (20) years contingent upon approval by the Landlord of a major capital project to enhance the premises and proof of financing sufficient to complete such project.

AMOUNT OF RENT

6. The Tenant agrees to pay the Landlord as rent for the use of the premises, the sum of One Dollar (\$1.00) per year, receipt of which is hereby acknowledged by the Landlord.

UTILITIES, TAXES & MAINTAINENCE

7. The Tenant shall be responsible for and shall promptly pay all utility charges, including but not limited to gas, electricity, and heat. The Landlord hereby waives all water rents and sewer rates.

8. The parties acknowledge that no real property taxes are assessed on said premises and Tenant is a tax-exempt organization. Therefore, no real property taxes need to be paid.

9. The parties further agree that the Landlord shall maintain and make any repairs to the exterior of the building or the infrastructure necessary to keep the premises in good working order.

10. The Tenant shall maintain and make any repairs to the interior of the said building necessary to keep such building in such repair as the same is at the commencement of this Lease Agreement, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and will promptly replace all glass thereof broken during the said term by other of the same size and quality.

11. The Tenant will not injure, overload or deface or suffer to be injured, overloaded or defaced the premises or any part thereof.

INSURANCE

12. Tenant hereby covenants to provide and keep in force during the term of Lease, for the benefit of the Landlord, a general liability insurance policy in standard form, protecting the Landlord against any liability whatsoever occasioned by accident or disaster on or about the premises or any appurtenance thereto. Such policy is to be written by a good and solvent insurance company satisfactory to the Landlord, shall be written for at least \$1,000,000.00 coverage.

13. The Landlord shall be named as an additional insured on the policy referenced above and the Landlord shall be in actual receipt of a Certificate of Insurance at all times during the terms of this Lease Agreement. The Tenant also agrees to execute a Hold Harmless Agreement to the Landlord, in the form provided by the Landlord.

TERMINATION OF LEASE AND SURRENDER OF PREMISES

14. In the event of a breach of any provision of this Lease Agreement by the Tenant, including but not limited to the requirement that the premises be used for recreational purposes only, the Landlord shall be entitled to terminate this Lease Agreement on thirty (30) days

written notice to the Tenant, and the Tenant shall immediately vacate the premises upon receipt of such notice from the Landlord.

15. At the expiration of the said term of this Lease Agreement the Tenant will peaceably yield up to the Landlord the premises and all erections, improvements, and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

INDEMNIFICATION

16. That Tenant will save harmless and indemnify the Landlord from and against all loss, liability or expense that may be incurred by reason of any accident with the machinery, hatchways, gas or water or other pipes, or from any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the city water, or other utilities, or from the bursting of any pipes, or from any use or misuse of the premises by the Tenant.

17. All property of any kind that may be on the premises during the term of this Lease shall be at the sole risk of the Tenant, and the Landlord shall not be liable to the Tenant or any other person for any injury, loss, or damage to such property or to any person on the premises.

ASSIGNMENT AND SUBLETTING

18. That Tenant shall not assign, sublet, or part with the possession of the whole or any part of the premises without first obtaining the written consent of the Landlord.

LEGAL STATUS OF TENANT

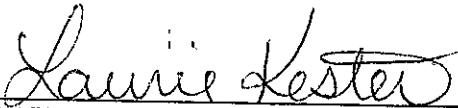
19. Landlord and Tenant understand that the Tenant is a not-for-profit corporation, and tax-exempt pursuant to the Internal Revenue Code. No member of the Tenant is an individual guarantor of the monetary obligations under this Lease Agreement.

MISCELLANEOUS PROVISIONS

20. That Tenant will not make any alterations or additions in or to the premises without the written consent of the Landlord, or suffer any holes to be made or drilled in the outside stone or brickwork, or suffer any signs to be placed upon the building except as the Landlord shall in writing approve.

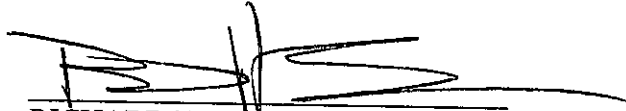
IN WITNESS WHEREOF, the above parties have placed their hands and seals on the above date.

TENANT:


LAURIE KESTER, PRESIDENT
ART ASSOCIATION OF OSWEGO

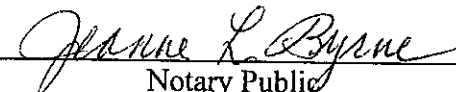
LANDLORD:


THOMAS W. GILLEN, MAYOR
CITY OF OSWEGO


RICHARD H. SIVERS, PRESIDENT
OSWEGO PLAYERS, INC.

STATE OF NEW YORK)
COUNTY OF OSWEGO) ss:

On this 29th day of June, 2015 before me personally appeared Thomas W. Gillen, to me personally known, who, being by me duly sworn, did depose and say that he resides in Oswego, New York, that he is the Mayor of the City of Oswego, New York, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council of said corporation; and that he signed his name thereby by like order.


Notary Public

STATE OF NEW YORK)
COUNTY OF OSWEGO) ss:

JEANNE L. BYRNE
Notary Public, State of New York
No. 01BY4675284
Qualified in Oswego County
Commission Expires October 31, 2 018

On this 29 day of June, 2015, before me personally appeared Laurie Kester, to me personally known, who, being by me duly sworn, did depose and say that she resides in Oswego, New York, that she is the President of the Art Association of Oswego, the corporation described in, and which executed the within instrument; that she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

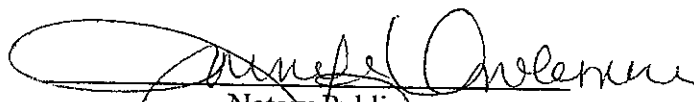

Notary Public

STATE OF NEW YORK)

DEBORAH D. CHALONE
Notary Public, State of New York
No. 01CH6200907
Qualified in Oswego County
Commission Expires February 09, 2017

COUNTY OF OSWEGO) ss:

On this 26 day of JUNE, 2015, before me personally appeared Richard H. Sivers, to me personally known, who, being by me duly sworn, did depose and say that he resides in Oswego, New York, that he is the President of the Oswego Players, Inc., the corporation described in, and which executed the within instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.


Notary Public
JENNIFER C. VIVEMORE
Notary Public, State of New York
Qualified in Oswego County
No. 01V1621688
My Commission Expires 01-11-2018

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor McLaughlin

WHEREAS, the current Lease Agreement with the Art Association of Oswego, Inc. to lease the Fort Ontario Park Building #30 for a term of five (5) years, expired on May 30, 2015, and

WHEREAS, the Art Association of Oswego, Inc. and the Oswego Players, Inc. desire to renew such agreement for an additional five (5) year term under the same terms and conditions,

NOW, THEREFORE BE IT HEREBY

RESOLVED, that Mayor Thomas W. Gillen be and he hereby is authorized to execute the attached Lease Agreement between the Art Association of Oswego, Inc. and the Oswego Players, Inc. (Tenant) and the City of Oswego for the Fort Ontario Building #30 for a term of five (5) years through May 30, 2020 for a yearly rental amount of \$1.00 per year, and it is further

RESOLVED, that the Tenant shall have the option to renew the Lease for an additional twenty (20) years upon the approval of the Common Council of a major capital project to enhance the premises and proof of financing sufficient to complete such project, and it is further

RESOLVED, that the Tenants shall be responsible for their utilities, excluding water and sewer charges, and the interior maintenance of their portion of the building, and it is further

RESOLVED, that the City of Oswego shall be responsible for the exterior maintenance of the Fort Ontario Building #30.

AYES AND NAYS CALLED			ABSENT
	AYES	NAYS	ABSTAIN
Councilor Enwright	✓		
Councilor McLaughlin Jr.	✓		
Councilor Todd			✓
Councilor Walker	✓		
Councilor Barlow Jr.	✓		
Councilor VanBuren	✓		
Councilor Kaplewicz	✓		
TOTAL	6	0	1

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 22nd day of June 2015

Barbara E. Sugar City Clerk
BARBARA E. SUGAR

Thomas W. Gillen Mayor
THOMAS W. GILLEN

Approved June 23 2015

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Burridge

WHEREAS, the City of Oswego currently contracts with the Art Association of Oswego, Inc. and the Oswego Players, Inc. for the lease of Building 30 of the former Fort Ontario, which is owned by the City of Oswego; and

WHEREAS, the current Lease Agreement expired May 30, 2020, and the building has been shuttered to public use due to the worldwide pandemic; and

WHEREAS, all parties to the Lease Agreement desire to renew the Lease Agreement for a period of five (5) years, retroactive to June 1, 2020 until May 30, 2024, upon the same terms and conditions as the most recent Lease Agreement, including annual rent in the sum of One Dollar (\$1.00); and

WHEREAS, the Common Council declares it to be in the best interest of the City of Oswego, its residents, businesses, and visitors to have quality organizations utilizing public spaces to promote artistic endeavors; now, therefore be it

RESOLVED, that the Common Council hereby approves a 5 year extension of the Lease Agreement by and between the City of Oswego, the Art Association of Oswego, Inc. and the Oswego Players, Inc. for the use of Building 30 located on the grounds of the former Fort Ontario complex, upon the same terms and conditions as the most current lease agreement; and it is further

RESOLVED, that the Mayor of the City of Oswego is authorized to execute the new Lease Agreement and cause the fully executed agreement to be filed with the City Clerk.

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

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 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021 WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Attorney

Page No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Mayor William J. Barlow, Jr. requests authorization to sign an agreement with the Greater Oswego-Fulton Chamber of Commerce for the 2020 and 2021 Project Bloom Projects, and to request a transfer of funds from the General Fund Contingent Account A.1990.0460 to the Tourism Contracted Services Account A.6475.0440 in the amount of \$9,000.00.



115 W. Fayette Street
Syracuse, NY 13202
<http://www.centerstateceo.com>
(315) 470-1800

Mayor William J. Barlow, Jr.
City of Oswego
13 W. Oneida St.
Oswego, NY 13126

Invoice

Invoice No. 130001

Invoice Date: 07/08/2020

Member ID: 5716

Date Due: 07/08/2020

Description	Qty	Rate	Amount
Oswego Project Bloom Donation	1.00	4,500.00	4,500.00
Total:			4,500.00
Amt Paid:			0.00
Balance Due:			4,500.00

✂

City of Oswego
13 W. Oneida St.
Oswego, NY 13126

Member ID: 5,716
Invoice Number: 130001
Due Date: 07/08/2020
Total Due: 4,500.00

Payment Enclosed: \$ _____

Make checks payable to:
Greater Oswego-Fulton Chamber of Commerce
115 W. Fayette Street
Syracuse, NY 13202
<http://www.centerstateceo.com>

Please verify address and provide corrections below:

Organization Name: _____
Primary Billing Person: _____
Mailing Address: _____
City, State, Zipcode: _____

Charge:

☐ VISA ☐ American Express
☐ Mastercard ☐ Discover

Card No. _____ Exp. Date _____
Signature _____ Sec. Code _____



Invoice

Invoice Number: 0008001-IN
Invoice Date: 5/1/2021

City of Oswego
13 W. Oneida St.
Oswego, NY 13126

Member ID: 60-0023196
Date Due: 6/1/2021

Description	Quantity	Rate	Amount
City of Oswego - 2021 Project Bloom Sponsorship			4,500.00
Invoice Total			4,500.00
Less Payment			0.00
Invoice Balance			4,500.00

City of Oswego
13 W. Oneida St.
Oswego, NY 13126

Member ID: 60-0023196
Invoice Number: 0008001-IN
Date Due: 6/1/2021
Total Due: 4,500.00

Payment Enclosed: \$ _____
Make checks payable to:
Greater Oswego-Fulton Chamber of Commerce
115 West Fayette Street
Syracuse, NY 13202

Please verify address and provide corrections below:

Organization Name: _____
Primary Billing Person: _____
Mailing Address: _____
City, State, Zipcode: _____



CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the City of Oswego has partnered with the Greater Oswego-Fulton Chamber of Commerce for many years on the Chamber's "Project Bloom" program, designed to beautify downtown Oswego with colorful flowers and other plants that are planted or hung throughout the downtown area; and

WHEREAS, the City of Oswego generally contributes \$4,500 to Project Bloom annually but failed to make its payment for 2020, largely due to the worldwide pandemic and the limited hours worked for much of the year; and

WHEREAS, the Common Council declares it to be in the best interest of the City of Oswego, its residents, businesses and visitors to continue partnering with the Greater Oswego-Fulton Chamber of Commerce in support of "Project Bloom;" now, therefore be it

RESOLVED, that the Common Council hereby appropriates the sum of Nine Thousand Dollars (\$9,000.00) to the Greater Oswego-Fulton Chamber of Commerce for the City's contribution to "Project Bloom" and said appropriation covers 2020 and 2021; and it is further

RESOLVED, that a transfer of funds from General Fund Contingent Account A.1990.0460 to Tourism Contracted Services Account A.6475.0440 in the amount of \$9,000.00 is hereby approved; and it is further

RESOLVED, that the Mayor of the City of Oswego, and the City Chamberlain are hereby authorized to take all necessary and appropriate action to carry out the City of Oswego's participation in, and sponsorship of, the "Project Bloom" program for the years 2020 and 2021.

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

ADOPTED

LOST

Approved April 13, 2021Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 12th day of April 2021

MARK TESORIERO

City Clerk

WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by City AttorneyPage No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Dear Councilors:

Mayor William J. Barlow, Jr. requests authorization to sign an amendment with AlertMedia, Inc. for 67,100 additional text messages and 16,400 additional voice minutes per year at \$1,072.00/year due to the program's success and the doubling of subscribers from 1,000 to 2,000 residents.

Thank you for your time and consideration.

Ordered filed and printed with the proceedings.



AlertMedia

Confidential amendment proposal for

City of Oswego, New York

March 30, 2021

This proposal is valid until April 30, 2021

PROPRIETARY AND CONFIDENTIAL INFORMATION BELONGING TO ALERTMEDIA, Inc.

This document and the information contained herein contains trade secrets, confidential and proprietary information belonging exclusively to AlertMedia, Inc. ("AlertMedia"). The recipient hereof agrees: to maintain the confidentiality of this document and the information contained herein and therefore agrees not to disclose the contents to any third party; within the recipient's organization to only share this information with persons employed by such organization with a need to know; to only use this document and the information contained herein to assess the products and services to be provided by AlertMedia; and to return or destroy all copies of this document upon request by AlertMedia.

2 CUSTOMER ACCEPTANCE FORM



This Customer Acceptance Form is an amendment to the Master Agreement between AlertMedia and City of Oswego, New York ("Customer") that was signed and dated March 26, 2019, and later amended December 10, 2020. This amendment is to provide Customer additional usage in exchange for an increased subscription price.

Additional Subscription Price	\$94/month (Includes 25% Customer Discount) or \$1,072/year (Plus 5% Discount for Annual Payment) (For a total of \$5,974 per year (includes 5% annual payment discount))
Additional Usage	Additional 67,100 SMS/text messages per year included Additional 16,400 voice minutes per year included
Term	Same as Master Agreement

NOTES

- As a current AlertMedia customer, you will continue to work with your assigned Account Manager to assist with setup, training, and ongoing assistance.
- SMS/text and voice minutes are included based on USA domestic notifications only. International rates apply to SMS or voice messages sent or received outside the USA.
- One SMS/text consists of 160 characters (or 70 characters if using Non-GSM characters). Your usage will be measured per SMS/text.
- Customer will receive the Additional Usage of 67,100 SMS/text messages and 16,400 voice minutes per year beginning with the current annual term, which started on March 26, 2021. As such, AlertMedia will send an invoice for the Additional Subscription Price upon the signing of this Amendment.
- For the recent annual term which ended on March 25, 2021, AlertMedia will apply a 25% discount to the rate card cost of any usage overage amounts incurred during the term.

NEW SUBSCRIPTION PRICING

☒ \$5,974/year (Includes 5% Discount for Annual Payment)

ACCEPTANCE

Please sign and date this Customer Acceptance Form to indicate your acceptance of this Proposal Amendment as an authorized representative of Customer. This Customer Acceptance Form is governed by the Master Agreement between AlertMedia and City of Oswego, New York that was signed and dated March 26, 2019, and later amended December 10, 2020.

ACCEPTED on the _____ DAY of _____, 2021

BY: City of Oswego, New York

(signature)

(print name)

(title)

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, the City of Oswego entered into an agreement with AlertMedia, Inc. in March of 2019, anticipating approximately 1,000 total subscribers, but due to its success and high popularity among residents we have signed up an additional 1,000 subscribers, doubling our initial subscriber estimate, and

WHEREAS, with the program exceeding all expectations with the increasing amount of users receiving all alerts, especially during the pandemic, has resulted in a high volume of text messages being sent, indicating the need to purchase an additional 67,100 text messages and 16,400 voice minutes per year at \$1,072.00/year, now, therefore, be it

RESOLVED, that Mayor William J. Barlow, Jr. be authorized to sign an amendment with AlertMedia, Inc. for the purchase of 67,100 additional text messages and 16,400 voice minutes at a cost of \$1,072.00/year to come out of the Computer Department Contracted Services Account, A.1680.0440.

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

ADOPTED LOST

Approved April 13, 2021Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 12th day of April 2021

MARK TESORIERO

City Clerk

WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by City Clerk's Office

Page No. _____

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

- ☐ 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

Dear Councilors:

Mayor William J. Barlow, Jr. requests authorization to sign an agreement with TextMyGov for City of Oswego residents to communicate with the city through text messages.

Thank you for your time and consideration.

Ordered filed and printed with the proceedings.



TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-755-5126

Partnership Proposal

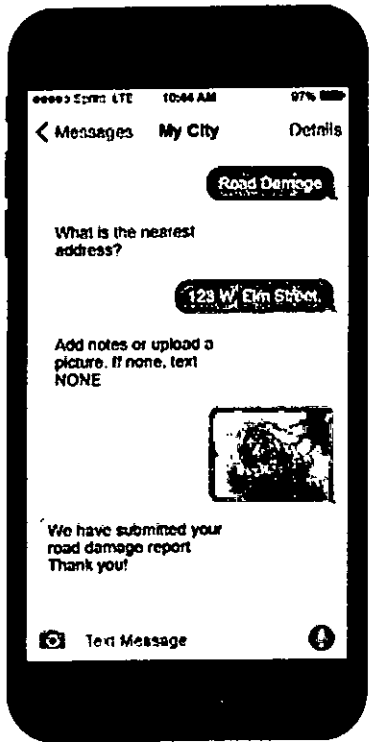
Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

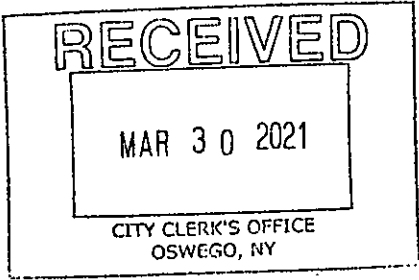
According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.*



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual reoccurring charge for a period of two years. The agreement is set to automatically renew on the date of this agreement, after year two. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:

City of Oswego

13 West Oneida St
Oswego, NY

Prepared by:

Travis Van Leeuwen

Account Executive
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 100,000 Text Messages per year • 10 GB Managed online data storage • Additional text messages can be purchased for: (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	\$4,800	Annual
Implementation/Setup Fee	\$1,800 Waived	One Time
Total (First Year):	\$6,600 \$4,800	First Year
Total (Ongoing):	\$4,800	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

Agreement Signature

Name:

Title:

Date (Subscription Start):

Signature:

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Plunkett

WHEREAS, the City of Oswego wishes to provide the City of Oswego residents with the option to communicate with the city using text messaging, and

WHEREAS, TextMyGov automates text message responses to actively engage people with complaints, questions or concerns in real time using text, and

WHEREAS, the cost for service is \$4,800.00/year which includes unlimited users, the software, a local phone number and a limit of 100,000 texts per year, with a rollover of any unused messages, and

WHEREAS, the funds for this service will come out of the Computer Department Contracted Services Account, A.1680.0440 , now, therefore, be it

RESOLVED, that Mayor William J. Barlow, Jr. and the Oswego Common Council accept the proposal submitted by TextMyGov for interactive communication services, and be it further

RESOLVED, that Mayor William J. Barlow, Jr., is hereby authorized to sign an agreement with TextMyGov to implement the services, and be it further

RESOLVED, that the funds for this service will come out of the Computer Department Contracted Services Account, A.1680.0440.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrridge	✓		
Councilor Hill, Jr. X	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

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 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021 WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 03/30/2021

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

Fr: Office of

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

Re: Eastside Wastewater Treatment Plant
Asset Management Plan Improvement Project
EFC Project No. C7-6344-21-00
Patricia Electric, Inc.
Change Order No. 10

Dear Councilors:

We request that the Mayor be authorized to execute Change Order No. 10 with Patricia Electric, Inc. for the Eastside Wastewater Treatment Plant Asset Management Plan Improvement Project for an increase to the contract price in the amount of \$13,876.92 as explained in the attached Change Order, which increases the contract from \$3,531,428.86 to \$3,545,305.78.

/dma

Ordered filed and printed with the proceedings.

March 30, 2021

Jeffrey Hinderliter
City Engineer
City of Oswego, NY
13 West Oneida Street
Oswego, NY 13126

Subject: Asset Management Plan Improvement Project for the Eastside Wastewater Treatment Plant: Engineer's Recommendation for Electrical Contract Change Order #10: RFQ E-003 and Adjustments to Influent Pump Overloads

Dear Jeff:

Please accept this letter as Jacobs' recommendation to proceed with a change order for the above referenced project for the items detailed below for the Electrical Contractor, Patricia Electric, Inc. (Patricia).

Item 1: Miscellaneous Electrical Changes

The scope of work in RFQ E-003 eliminated new MCC-M feeds to the lime silo control panel and sludge loading compressor as requested by Camden and the City. Further, the sump pump control station and grit pump control station were moved to the stairway landing, west of the existing equipment, to elevate it above typical flooding conditions. And finally, the light switches in the office closet and bathroom were also wired per the RFI E-016 response. The total costs of these changes in RFQ E-003 is a net credit of \$1,155.93.

Item 2: Influent Pump Overload Changes

After finalizing the design for the project, the influent pump drives were changed. As a result of the change, the MCC overloads were required to be changed by Rockwell in the field to ensure continued functionality of the influent pumps and the facility as a whole. The overload changes made then needed to be documented on Rockwell's automation drawings (100 total) for accuracy and consistency in the automation process. The total costs of the fieldwork and drawing changes is \$15,032.85.

In total, the net cost of the items described above is **\$13,876.92**. We have reviewed the pricing provided for each change and find it fair and reasonable for scope of work specified. We recommend that the City issue Patricia a change order in the amount of **\$13,876.92** for this work.

Please contact me with any questions.

Sincerely,

Jacobs Civil Consultants, Inc.


Zachary Monge, P.E.
Project Manager

Copies to: Mike Riley (City of Oswego); Ken Scherrieble, Dan Ramer (Camden Group); Colin O'Neill (Jacobs)

Jacobs Civil Consultants, Inc.

PATRICIA ELECTRIC, INC.

407 Brown Avenue

Syracuse, NY 13208

TEL.: 315-455-7410 FAX: 315-455-7522

PROJECT: Oswego East Side WWTP Electrical and SCADA Upgrades

REQUEST FOR EXTRA: RFE#: EC-008 Added Light Switches

DATE: 3/8/2021

ARCHITECT / ENGINEERING REF. NO.: _____

1) MATERIAL

A	Cost of Material	\$	180.00
B	Quoted Material		
C	Freight		
D	Misc. Material	\$	-

TOTAL MATERIAL COST: _____

2) SUBCONTRACT

TOTAL SUBCONTRACT COST: \$ 180.00

3) LABOR

A	8.00	Man Hrs	@	\$ 77.02 /hr.	=	\$ 616.16
B		Foreman Man Hrs	@	\$ 82.09 /hr.	=	\$ -
C	-	11/2 Time	@		=	\$ -
D	-	11/2 Time supervision	@		=	\$ -

TOTAL LABOR COST: \$ 616.16

4) TOOLS & EQUIPMENT

A	Equipment as listed	=	\$ -
B	Clean Up	@ 2% of labor =	\$ 12.32

TOTAL EQUIPMENT & TOOLS COST \$ 12.32

SUBTOTAL DIRECT COST \$ 808.48

10% OVERHEAD COST \$ 80.85

SUBTOTAL COSTS \$ 889.33

10% PROFIT \$ 88.93

BOND \$ 14.18

TOTAL: \$ 992.45

Note: All Change Orders are based on Straight Time Rates unless shown otherwise.

This Change Order will extend contract completion by _____ calendar days.

This quote is valid for _____ days only and is subject to repricing after expiration date.

Accepted: _____ Change Order #: _____

PAGE NO.

[illegible]

CONTRACTOR REQUEST FOR INFORMATIONREQUEST NO: EC-016PROJECT: Oswego Eastside WWTP Asset Managent Imprvements -

PROJECT NO: _____

CONTRACTOR: Patricia Electric Inc.Clarification Requested By: Jonathan Hibbard- PM

Regarding: Plan Sheet _____ of _____ Spec. Section: _____

Description:

On print 10-E-232 shows type H and E fixtures. There is no lighting controls shown in the closets where the type H fixture is. Also, in the restroom there is no switch shown on prints. Are those to be controlled by a switch ? If a switch is needed please issue a RFE. Please Advise.

Jonathan HibbardPrepared by2/12/2021Date**Engineer's Response:**☒ Project Manager ☐ Design Manager ☐ _____

Install and wire switches in both the closet and restroom as specified. See RFQ E-003.

Zachary Monge, P.E.Signed3/2/2021Date

Jacobs

REQUEST FOR QUOTATION

QUOTATION NO: E-003

TO: Patricia Electric DATE: 3/2/21

FROM: Jacobs

PROJECT: Oswego Eastside WWTP Electrical and SCADA Upgrades

KEYWORD DESCRIPTION: Grit Pump Panel Relocation

DATE QUOTATION REQUIRED: 3/09/21

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

To be completed by Initiator of Request:

1. Scope of Work:

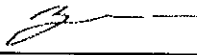
Remove the following items from the Electrical Scope of Work:

- Eliminate new MCC-M electrical feed to Lime Silo Control Panel as seen on 10-E-231.
- Eliminate new MCC-M electrical feed to the Sludge Loading Compressor seen on 10-E-241.
- Move sump pump control station and grit pump control station to stairway landing west of equipment as shown in the attached. GHD will program the new control station under separate contract. Scope of work for Patricia is to install conduit and wiring runs for future installation and programming of the control station. Coordinate location of terminations with inspector and Camden.
- Wire lightswitches in the office closet and restroom per RFI E-016 response.

2. Reason(s) for Modification: ☒ Owner ☐ Unforeseen Conditions (site, weather, etc) ☒ Other

Owner's requests and additional ordered work.

3. Approval of Request:

Engineer:  Date: 3/3/2021
Zachary Monge, P.E.

To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown) \$ _____

5. Will a modification to the contract time be required? ☐ Yes ☐ No

Duration _____ (calendar days)

6. Attachment identification: (list) _____

7. Quotation is in effect until: (date) _____

Contractor _____ Date _____

PATRICIA ELECTRIC, INC.

407 Brown Avenue

Syracuse, NY 13208

TEL.: 315-455-7410 FAX: 315-455-7522

PROJECT: Oswego East Side WWTP Electrical and SCADA Upgrades

REQUEST FOR EXTRA: RFE#: EC-009 Credit Silo and Sludge Compressor

DATE: 3/8/2021

ARCHITECT / ENGINEERING REF. NO.: _____

1) MATERIAL

A	Cost of Material	\$	(685.00)
B	Quoted Material	_____	_____
C	Freight	_____	_____
D	Misc. Material	\$	-

TOTAL MATERIAL COST: _____

2) SUBCONTRACT

TOTAL SUBCONTRACT COST: \$ (685.00)

3) LABOR

A	(19.00) Man Hrs	@	\$ 77.02 /hr. =	\$ (1,463.38)
B	Foreman Man Hrs	@	\$ 82.09 /hr. =	\$ -
C	- 11/2 Time	@	/hr. =	\$ -
D	- 11/2 Time supervision	@	/hr. =	\$ -

TOTAL LABOR COST: \$ (1,463.38)

4) TOOLS & EQUIPMENT

A	Equipment as listed	=	\$ -
B	Clean Up	@ _____ of labor =	\$ -

TOTAL EQUIPMENT & TOOLS COST \$ -

SUBTOTAL DIRECT COST \$ (2,148.38)

10% OVERHEAD COST

SUBTOTAL COSTS \$ (2,148.38)

10% PROFIT

BOND

TOTAL: \$ (2,148.38)

Note: All Change Orders are based on Straight Time Rates unless shown otherwise.

This Change Order will extend contract completion by _____ calendar days.

This quote is valid for _____ days only and is subject to repricing after expiration date.

Accepted: _____ Change Order #: _____

PAGE NO. _____

NAME		ARCH OR CONTRACTOR		ESTIMATE NO.	
LOCATION		TYPE OF WORK		DATE	
ESTIMATED BY	PRICED BY	EXTENDED BY	CHECKED BY	DATE	
DESCRIPTION	QUAN	@	M		
3/4" Alum Rigid w/Al	110'	116/L	127		
1" Alum Rigid w/Al	90'	170/L	153		
#8 T&N	330'	440/m	145		
#12 T&N	110'	190/m	20		
#6 X&HW	270'	670/m	180		
#8 T&N	90'	440/m	40		
Connections	4	Se	20		
TOTALS			685		

PRODUCT 235

Jacobs

REQUEST FOR QUOTATION

QUOTATION NO: E-003

TO: Patricia Electric DATE: 3/2/21

FROM: Jacobs

PROJECT: Oswego Eastside WWTP Electrical and SCADA Upgrades

KEYWORD DESCRIPTION: Grit Pump Panel Relocation

DATE QUOTATION REQUIRED: 3/09/21

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

To be completed by Initiator of Request:

1. Scope of Work:

Remove the following items from the Electrical Scope of Work:

- Eliminate new MCC-M electrical feed to Lime Silo Control Panel as seen on 10-E-231.
- Eliminate new MCC-M electrical feed to the Sludge Loading Compressor seen on 10-E-241.
- Move sump pump control station and grit pump control station to stairway landing west of equipment as shown in the attached. GHD will program the new control station under separate contract. Scope of work for Patricia is to install conduit and wiring runs for future installation and programming of the control station. Coordinate location of terminations with inspector and Camden.
- Wire lightswitches in the office closet and restroom per RFI E-016 response.

2. Reason(s) for Modification: ☒ Owner ☐ Unforeseen Conditions (site, weather, etc) ☒ Other

Owner's requests and additional ordered work.

3. Approval of Request:

Engineer:  Date: 3/3/2021
Zachary Monge, P.E.

To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown) \$

5. Will a modification to the contract time be required? ☐ Yes ☐ No

Duration (calendar days)

6. Attachment identification: (list)

7. Quotation is in effect until: (date)

Contractor Date

CED BALDWIN HALL - SYRACUSE
CED BALDWIN HALL
6552 RIDINGS ROAD
SYRACUSE NY 13206
TEL: 315 463-9251 FAX: 315 463-9259
CONTACT: ADAM STRONG

TTN: JON HIBBARD
QUOTE FOR: PATRICIA ELECTRIC, INC.
ACCT #: M8-57500 407 BROWN AVE.

QUOTATION			PAGE
			001 OF 001
QUOTE #	DATE	REV #	REV DATE
1231456	03/04/21	000	03/04/21
QUOTE EXPIRES		PREPARED BY	
04/03/2021		ADAM	
SLS		INSL	
3005		1014	
FOB		FREIGHT	
SHIPPING POINT		PREPAID	

CUS PO #:
JOB NAME: EAST SIDE WWTP

407 BROWN AVE.
SYRACUSE, NY 13208
TEL: (315) 455-7410

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1	AB	DRAWING UPDATE	FIELD CHANGES	9,500.00	E	9,500.00
02	*		*ONE TIME DRAWING UPDATE. REDLINE ALL CHANGES MADE				
03	*		RELATED TO THE MCC OVERLOADS AT ONE TIME. ROCKWELL				
04	*		WILL UPDATE ALL DRAWINGS AND SEND THEM BACK.				
05	*						
06	1	AB	592 OVERLOADS	W/ADDITIONAL LABOR HOURS	2,500.00	E	2,500.00
07	*		*INCLUDES (1) 592-EECC PREVIOUSLY DELIVERED				
08	*		AND (1) 592 TBD BASED ON REQUEST UP TO 45A MAX SETTING				
09	*		*INCLUDES WORK ONSITE TO DETERMINE OVERLOAD				
10	*		COMPATIBILITY WITH MOTORS.				

TOTAL: 12,000.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

Unit Name	Location in MCC	Motor FLA	Motor SF	Motor Hp
Primary Tank 1 Cross Collector (SPARE)	5A			
Primary Tank 1 Flight collector (SPARE)	8A			
Primary Tank 2 Cross Collector	5E	0.9	1.15	0.5Hp
Primary Tank 2 Flight collector	10H	1	1.15	0.5Hp
Primary Tank 3 Cross Collector	5G	0.9	1.15	0.5Hp
Primary Tank 3 Flight collector	10D	0.44	1.15	0.25Hp
Primary Tank 4 Flight collector	10F	0.44	1.15	0.25Hp
Primary Tank 4 Cross Collector	7E	1.5	1.25	0.75Hp
Primary Tank 5 Cross Collector	19G	0.9	1.15	0.5Hp
Primary Tank 5 Flight collector	14D	0.55	1.15	0.25Hp
Primary Tank 6 Cross Collector	17D	1.5	1.25	0.75Hp
Primary Tank 6 Flight collector	14F	1.5	1.25	0.75Hp
Primary Tank 7 Cross Collector	17H	1	1.25	0.5Hp
Primary Tank 7 Flight collector	15A	1	1.25	0.5Hp
Primary Tank 8 Cross Collector	18A	1	1.15	0.5Hp
Primary Tank 8 Flight collector	16A	1	1.25	0.5Hp
Exhaust Fan 1	2E	3.4	1.5	2Hp
Exhaust Fan 2	2G	11	1.5	7.5Hp
Grit Blower	3E	6.45	1.25	5Hp
Sump Pump South	3G	1.7	1	1Hp
Conveyor 1	7G	3.15	1	2Hp
Conveyor 3	7J	1.7	1	0.75Hp
Hydrogritter	18G	0.83	1.5	0.5Hp
Conveyor 2	19J	4.15	1.25	3Hp
Grit Pump	19L	13.1	1.25	10Hp
Sump Pump North	21A	1.4	1.14	0.75Hp
SPARE 1A	1A			
SPARE 6J	6J			
SPARE 6L	6L			
SPARE 14H	14H			
SPARE 21G	21G			
SPARE 21J	21J			

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Walker

WHEREAS, the City of Oswego has an open contract with Patricia Electric, Inc. (the Contractor) for the Asset Management Plan Improvement Project for the Eastside Wastewater Treatment Plant; and

WHEREAS, the Contractor prepared and submitted details for Change Order No. 10 for said project in the amount of \$13,876.92; and

WHEREAS, Change Order No. 10 for said amount increases the total contract amount from \$3,531,428.86 to \$3,545,305.78; now therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign Change Order No. 10 for said amount with an increase to the total contract amount of \$3,531,428.86 to \$3,545,305.78; and be it further

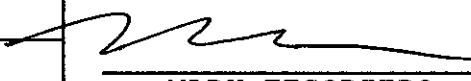
RESOLVED, that the City Chamberlain is hereby authorized to advance current funds of the City (not to exceed \$3,545,305.78 without further Common Council authorization) for electrical services associated with the Asset Management Plan Improvement Project (C7-6344-21-00) for the Eastside Wastewater Treatment Plant with the intent to reimburse same from funds made available from the issuance of long term bonds and EFC WIIA Grant.

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

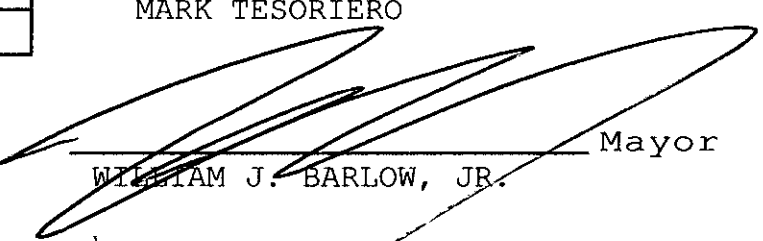
(ADOPTED) LOST

Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 12th day of April 2021


MARK TESORIERO

City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by Engineering/DMAPage No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 03/30/2021

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

Fr: Office of

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

Re: Eastside Wastewater Treatment Plant
Asset Management Plan Improvement Project
EFC Project No. C7-6344-21-00
Patricia Electric, Inc.
Change Order No. 11

Dear Councilors:

We request that the Mayor be authorized to execute Change Order No. 11 with Patricia Electric, Inc. for the Eastside Wastewater Treatment Plant Asset Management Plan Improvement Project for an increase to the contract price in the amount of \$12,690.05 as explained in the attached Change Order, which increases the contract from \$3,545,305.78 to \$3,557,995.83.

/dma

Ordered filed and printed with the proceedings.

March 30, 2021

Jeffrey Hinderliter
City Engineer
City of Oswego, NY
13 West Oneida Street
Oswego, NY 13126

Subject: Asset Management Plan Improvement Project for the Eastside Wastewater Treatment Plant: Engineer's Recommendation for Electrical Contract Change Order #11: Unforeseen Duct Bank Rock Excavation and Unsuitable Material Removal and Sidewalk Replacement

Dear Jeff:

Please accept this letter as Jacobs' recommendation to proceed with a change order for the above referenced project for the item detailed below for the Electrical Contractor, Patricia Electric, Inc. (Patricia).

Item 1: Rock Excavation for Duct Bank

During excavation for the duct bank between the Blower Building and Chlorine Building rock was encountered at a high elevation and other areas with unsuitable soils were encountered that required removal. To construct the duct bank as designed, 26.67 cubic yards of rock was removed at the contract unit price of \$130.00/CY. A total of 180 cubic yards of unsuitable material was trucked off-site at the agreed upon unit price of \$26.25/CY. The total additional cost for this work was \$8,192.10 per the attached claim.

Item 2: Sidewalk Replacement

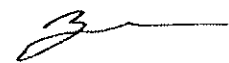
During the same excavation for the duct bank between the Blower Building and Chlorine Building, unmarked and previously unknown conduit was encountered at an elevation in direct conflict with the duct bank. To avoid excessive rock excavation and delays, the duct bank was rerouted around the conflict. This re-routing was roughly the same length of the original duct bank design; however, the revised routing required the removal of several flags of sidewalk, approximately 225 square feet in total. Patricia provided the attached claim in the amount of \$4,497.95 to replace the removed sidewalk.

The total cost of the two claims is **\$12,690.05**. We have reviewed the pricing provided and find it fair and reasonable for scopes of additional work. We recommend that the City issue Patricia a change order in the amount of **\$12,690.05** for this additional work.

Please contact me with any questions.

Sincerely,

Jacobs Civil Consultants, Inc.



Zachary Monge, P.E.
Project Manager

Copies to: Mike Riley (City of Oswego); Ken Scherrieble, Dan Ramer (Camden Group); Colin O'Neill (Jacobs)

Attachments

Jacobs Civil Consultants, Inc.

PATRICIA ELECTRIC, INC.
407 Brown Avenue
Syracuse, NY 13208

TEL.: 315-455-7410 FAX: 315-455-7522

PROJECT: Oswego East Side WWTP Electrical and SCADA Upgrades

REQUEST FOR EXTRA: RFE#: Excavation EC-005

DATE: 3/24/2021

ARCHITECT / ENGINEERING REF. NO.: _____

1) MATERIAL			
A	Cost of Material	_____	_____
B	Quoted Material	_____	_____
C	Freight	_____	_____
D	Misc. Material	_____	\$ _____

TOTAL MATERIAL COST: \$ _____

2) SUBCONTRACT	
TOTAL SUBCONTRACT COST:	_____

3) LABOR			
A	180.00	Trucking off site CY @ \$ 26.25	\$ 4,725.00
B		Additional sub base CY @ \$ 30.00	\$ -
C	26.67	Rock Excavation @ \$ 130.00	\$ 3,467.10
D		Additional Soil @ \$ 30.00	\$ -

TOTAL LABOR COST: \$ 8,192.10

4) TOOLS & EQUIPMENT			
A	Equipment as listed	= \$	-
B	Clean Up	@ _____ of labor = \$	-

TOTAL EQUIPMENT & TOOLS COST \$ -

SUBTOTAL DIRECT COST	\$ 8,192.10
5% OVERHEAD COST	
SUBTOTAL COSTS	\$ 8,192.10
PROFIT	\$ -
BOND	
TOTAL:	\$ 8,192.10

Note: All Change Orders are based on Straight Time Rates unless shown otherwise.
This Change Order will extend contract completion by _____ calendar days.
This quote is valid for _____ days only and is subject to repricing after expiration date.

Accepted: _____ Change Order #: _____

Nicholas Excavation and Construction Inc.

(315) 289-8894
2345 Cemetery Road
Fabius. NY 13063

Estimate

Date	Estimate #
3/24/2021	188

Patricia Electric Inc
407 Brown Ave
Syracuse Ny 13208



Terms
Net 30

Description	Qty	Rate	Total
Change Order Oswego East Side WWTP Export of material and Rock Excavation			
1-14-21 Export of material from ditch off site 5 loads	60		
3-17-21 Export of material from electrical ditch off site 10 loads	120		
3-17-21 Rock Hammering and Excavation 60'x4'x2'	26.67		

Total

Phone #
(315) 289-8894

E-mail
tim.nicholasexcavation@gmail.com

**JOE LOSURDO
EXCAVATING**

342-4423 343-0866 Cell: 529-0277

Excavating - Equipment - Repairs - Rentals - Sales
Sand - Gravel - Topsoil - Trucking

Box 24, JoLo Shores • Oswego, NY 13126

Deliver To NICHOLAS, EX

Date	Description	Ld./Hr.
1-14-21	TRUCKING 9600	
	LOADS OUT 7:45	
	3Hr	
	START 8:45	
	OUT 11:45	

Delivered By SA [Signature] Truck No. _____

Received By SA [Signature]

**JOE LOSURDO
EXCAVATING**

342-4423 343-0866 Cell: 529-0277

Excavating - Equipment - Repairs - Rentals - Sales
Sand - Gravel - Topsoil - Trucking

Box 24, JoLo Shores • Oswego, NY 13126

Deliver To NICHOLAS CONT

Date	Description	Ld./Hr.
3/17/21	TH TH	
	START 7:30	
	OUT 1:30	
	[Signature]	

Delivered By _____ Truck No. _____

Received By _____

PATRICIA ELECTRIC, INC.
407 Brown Avenue
Syracuse, NY 13208

TEL.: 315-455-7410 FAX: 315-455-7522

PROJECT: Oswego East Side WWTP Electrical and SCADA Upgrades

REQUEST FOR EXTRA: RFE#: EC-011 Concrete Repair

DATE: 3/24/2021

ARCHITECT / ENGINEERING REF. NO.: _____

1) MATERIAL			
A	Cost of Material		
B	Quoted Material	\$	3,500.00
C	Freight		
D	Misc. Material	\$	-

TOTAL MATERIAL COST: _____

2) SUBCONTRACT			
TOTAL SUBCONTRACT COST:		\$	3,500.00

3) LABOR			
A	Man Hrs	@ \$ 77.02 /hr. =	\$ -
B	2.00 Foreman Man Hrs	@ \$ 82.09 /hr. =	\$ 164.18
C	- 11/2 Time	@ /hr. =	\$ -
D	- 11/2 Time supervision	@ /hr. =	\$ -

TOTAL LABOR COST: \$ 164.18

4) TOOLS & EQUIPMENT			
A	Equipment as listed	=	\$ -
B	Clean Up	@ _____ of labor =	\$ -

TOTAL EQUIPMENT & TOOLS COST \$ -

SUBTOTAL DIRECT COST	\$ 3,664.18
10% OVERHEAD COST	\$ 366.42
SUBTOTAL COSTS	\$ 4,030.60
10% PROFIT	\$ 403.06
BOND	\$ 64.29
TOTAL:	\$ 4,497.95

Note: All Change Orders are based on Straight Time Rates unless shown otherwise.
This Change Order will extend contract completion by _____ calendar days.
This quote is valid for _____ days only and is subject to repricing after expiration date.

Accepted: _____ Change Order #: _____

Nicholas Excavation and Construction Inc.

(315) 289-8894
2345 Cemetery Road
Fabius. NY 13063

Estimate

Date	Estimate #
3/24/2021	187

Patricia Electric Inc
407 Brown Ave
Syracuse Ny 13208



Terms
Net 30

Description	Qty	Rate	Total
Request for Change Order Oswego East Side WWTP Concrete repair of side walk. Concrete came out when path of duct bank was moved. Quote includes labor, Material and clean up Concrete Patch of side walk	1	3,500.00	3,500.00

Total	\$3,500.00
--------------	------------

Phone #
(315) 289-8894

E-mail
tim.nicholasexcavation@gmail.com

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Plunkett

WHEREAS, the City of Oswego has an open contract with Patricia Electric, Inc. (the Contractor) for the Asset Management Plan Improvement Project for the Eastside Wastewater Treatment Plant; and

WHEREAS, the Contractor prepared and submitted details for Change Order No. 11 for said project in the amount of \$12,690.05; and

WHEREAS, Change Order No. 11 for said amount increases the total contract amount from \$3,545,305.78 to \$3,557,995.83; now therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign Change Order No. 11 for said amount with an increase to the total contract amount of \$3,545,305.78 to \$3,557,995.83; and be it further

RESOLVED, that the City Chamberlain is hereby authorized to advance current funds of the City (not to exceed \$3,557,995.83 without further Common Council authorization) for electrical services associated with the Asset Management Plan Improvement Project (C7-6344-21-00) for the Eastside Wastewater Treatment Plant with the intent to reimburse same from funds made available from the issuance of long term bonds and EFC WIIA Grant.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek *	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

(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 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Engineering/DMA

Page No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 03/30/2021

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

Fr: Office of

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

Re: Consent Decree Quarterly Reporting

Dear Councilors:

We request that the Mayor be authorized to sign Amendment No. 11 with GHD Consulting Engineers, LLC in the amount of \$17,000 for the required Consent Decree Quarterly Reporting to continue from April 28, 2021 to January 28, 2022.

/dma

Ordered filed and printed with the proceedings.



AMENDMENT NO. 11

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

WHEREAS, GHD Consulting Services Inc. (ENGINEER) and the City of Oswego (OWNER) entered into an Agreement dated April 8, 2010 to perform quarterly reports in accordance with the consent decree; and

WHEREAS, ENGINEER completed original contract and submitted timely reports to NYSDEC from 2010 - 2020.

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

SCOPE OF SERVICES

The ENGINEER will submit four quarterly reports for 2021 by the 28th day of each month following the end of the quarter. Each report will contain the same information as previously submitted.

ENGINEER will complete the quarterly reports by the dates listed in the table below:

Quarterly Report	Completion Date
First	April 28, 2021
Second	July 28, 2021
Third	October 28, 2021
Fourth	January 28, 2022

ENGINEER will also work with the OWNER to prepare and submit a Mercury Minimization Report in accordance with the East Side WWTP SPDES Permit. ENGINEER prepared the original Mercury Minimization Plan in 2013 and further submitted annual reports for the Owner from 2013 – 2020. The 2021 Mercury Minimization Plan will be submitted to New York State Department of Environmental Conservation by April 1, 2022.

PROJECT COSTS

The OWNER shall pay the ENGINEER for the above Basic Services a lump sum fee of \$17,000 in accordance with the following table:

Report	Cost
Quarter 1	\$3,500
Quarter 2	\$3,500
Quarter 3	\$3,500
Quarter 4	\$3,500
Mercury Minimization Plan	\$3,000
Total	\$17,000

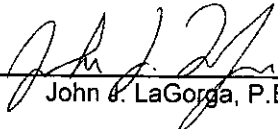
AUTHORIZATION

The return of one signed copy of this Amendment No. 11, 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 11 as of the last date entered below.

ENGINEER:
GHD CONSULTING SERVICES INC.

OWNER:
CITY OF OSWEGO

By: 
John A. LaGorga, P.E.

By: _____
William Barlow, Jr.

Title: Vice President

Title: Mayor

Date: 3/24/2021

Date: _____

RMC/aab

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Burridge

WHEREAS, the City of Oswego is under an obligation to provide quarterly reports to the NYSDEC and USEPA summarizing the status and progress of all programs and projects required by the Consent Decree; and,

WHEREAS, GHD Consulting Engineers, LLC has prepared such reports for the City of Oswego under an agreement that expired on December 31, 2020; and,

WHEREAS, GHD Consulting Engineers, LLC has submitted a proposal to renew the agreement for an annual lump sum amount of \$17,000.00; now therefore be it

RESOLVED, that the Common Council hereby accepts the proposal submitted by GHD Consulting Engineers, LLC to prepare the quarterly reports required under the Consent Decree and authorizes the mayor sign the attached professional services agreement; and, be it further

RESOLVED, that funding for this professional service is available in Project P-1606.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr. *	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

(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 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

WILLIAM S. BARLOW, JR. Mayor

Resolution prepared by Engineering/DMA

Page No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 03/31/2021

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

Fr: Office of

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

Re: Authorization for Mayor to Sign
Professional Services Agreement
C&S Companies
West First Street Storm Sewer Improvements Project

Dear Councilors:

We request authorization for the Mayor to sign the attached Professional Services Agreement, prepared by C&S Companies, for design and construction phase services for the West First Street Storm Sewer Improvements Project, in the amount of \$56,530.00.

Ordered filed and printed with the proceedings.



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

March 29, 2021

Honorable William J. Barlow, Mayor
City of Oswego City Hall
13 West Oneida Street
Oswego, New York 13126

Re: **Proposal for Professional Services**
West First Street Storm Sewer Improvements

Dear Mayor Barlow:

We have prepared the following proposal for professional services in connection with the improvements to the West First Street storm sewer in the City of Oswego. This project involves the design and construction-phase services related to the improvement of the West First Street storm sewer in the vicinity of the Brookfield power facility.

Exhibit A outlines the proposed Scope of Services, Compensation and Project Schedule.

The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit B, "Terms and Conditions", attached hereto and made part hereof.

We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

If you should request any modifications or changes to the general scope or extent of the project, the time allowed for performance of our services will be adjusted equitably.

This proposal, together with attached Exhibit A and B, constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

Honorable William J. Barlow
City of Oswego, NY
Page 2 of 4

If this proposal, together with its description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this project. The proposal will remain open for acceptance until June 25th, 2021, unless modified by us in writing.

If you have any questions, please call me at any time at 315-703-4159.

Sincerely,

C&S ENGINEERS, INC.



John T. Camp, P.E., CFM
Service Group Leader

ACCEPTED THIS _____ DAY OF _____, 2021

BY: City of Oswego

Authorized Representative's Signature

Title

Honorable William J. Barlow
City of Oswego, NY
Page 3 of 4

EXHIBIT A

SCOPE OF SERVICES, SCHEDULE & COMPENSATION

The OWNER (the City of Oswego) wishes ENGINEER (C&S) to provide professional engineering services in connection with the west First Street Storm Sewer Improvements in the City of Oswego.

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 Project Understanding

On West First Street in the City of Oswego, a large-diameter storm sewer was constructed approximately 5 years ago. When this new storm sewer was constructed, some older storm sewer infrastructure remained in place. That older storm sewer infrastructure now appears to be conveying water out from the Oswego River and through the Brookfield power facility property.

The City of Oswego is interested in abandoning this older storm sewer infrastructure and directing any active portions of that infrastructure into the newer large-scale storm sewer. The City would like these improvements to be designed, bid, and constructed.

2.0 Scope of Services

C&S proposes to provide the following services:

- A. Topographic survey will be performed by others and is included as part of the lump sum fee.
- B. Conduct site visit and kickoff meeting
- C. Develop preliminary design, details and specifications of materials to be utilized on the project.
- D. Conduct second review meeting
- E. Finalize drainage system design
- F. Coordinate with local utility companies for location services
- G. Assist the City during Bid Phase
- H. Perform construction observation services

Assumptions:

- Geotechnical borings will not be required
- A stormwater pollution prevention plan (SWPPP) is not required as part of this project
- Coordination with NYSDOT is not required as part of this project
- No major utility relocations will be required

Honorable William J. Barlow
City of Oswego, NY
Page 4 of 4

3.0 Compensation

In exchange for performance of C&S's services, the City of Oswego agrees to pay C&S lump sum fees:

Survey	\$16,780.00
Design Phase Services	\$19,500.00
Bid Phase Services	\$2,750.00
Construction Phase Services	\$17,500.00



EXHIBIT "B"
TERMS & CONDITIONS (Design and Construction Phases)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in Section 2.01.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this

Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

C. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review.

D. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Furnish to Engineer, as required for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01) the following:

1. Data prepared by or services of others including, without limitation, borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials, and equipment;

2. Appropriate professional interpretations of all of the foregoing;

3. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4. Property, boundary, easement, right-of-way, topographic and utility surveys;

5. Property descriptions;

6. Zoning, deed and other land use restrictions; and

7. Other special data or consultations not covered in Section 3.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Arrange for access to and make all provisions for Engineer and any necessary equipment to enter upon public and private property as required for Engineer to objectively and independently perform services under this Agreement.

G. Provide engineering surveys to establish reference points for construction (except to the extent provided in Section 1.01.)

H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of Engineer.

I. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

EXHIBIT "B"
TERMS & CONDITIONS (Design and Construction Phases)

J. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

K. If Owner designates a person to represent Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer will be set forth in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

L. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

M. Furnish to Engineer data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services pursuant to paragraphs I through L inclusive) so that Engineer may make the necessary findings to support opinions of probable Total Project Costs.

N. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings; and substantial completion inspections and final payment inspections.

O. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.

P. Require Contractor(s) to name Engineer as an additional insured on all Contractor's Liability Insurance Policies.

Q. Provide services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner prior to their incorporation into the Work with appropriate professional interpretations thereof.

R. Place and pay for advertisement for Bids in appropriate publications.

S. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

T. Furnish, or direct Engineer to provide, Additional Services as stipulated in Section 3.01.

U. Except as provided in paragraph T, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state of the state in which the project is located without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services within New York State shall be brought in a court of competent jurisdiction in Onondaga County, New York.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys

EXHIBIT "B"
TERMS & CONDITIONS (Design and Construction Phases)

that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

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

C. 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 between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

F. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or

equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

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

I. Owner acknowledges that:

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

9.01 Period of Service

A. The specific schedule of services is more specifically described in the letter part of this Agreement or an exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement.

B. The provisions of this Section 9.01 and the various rates of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if

EXHIBIT "B"
TERMS & CONDITIONS (Design and Construction Phases)

Engineer's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Engineer's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably.

D. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

10.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

11.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 11.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 11.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 11.01 shall survive any termination or cancellation of this Agreement.

12.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and

Engineer and supersedes all prior written or oral understandings.

This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.01 Notice

Any notice required by the terms of this Agreement to be given by one party to another shall be in writing, and shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom notice is to be given, or (b) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class certified mail, postage prepaid, return receipt requested, at the addresses and to the persons set forth in the letter part of this Agreement. Either party hereto may change its address for notice purposes by giving notice to the other party as prescribed by this paragraph 13.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

**RAVI ENGINEERING
& LAND SURVEYING, P.C.**

March 23, 2021

Mr. Mark Chambers
C & S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Reference: West 1st Street, Oswego, NY

Dear Mark,

Thank you for the opportunity to submit a proposal for the surveying services for the West 1st Street project in Oswego, NY.

SCOPE OF SERVICES

The purpose of the survey is to prepare digital mapping that reflects current topographic conditions throughout the survey limits. The approximate limits of the project areas for the survey are as shown on the sketch below.

Survey Control

New, recoverable horizontal and vertical survey control will be set for this project. Horizontal coordinate values will be based on New York State Plane Coordinate System Central Zone, North American Datum of 1983 (NAD 83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD 88). Units of measurement will be US Customary (feet).

Topographic Survey

The field survey shall include the collection of planimetric and topographic features for the development of 3D mapping using AutoCAD Civil 3D software (version 2016 or earlier). Critical terrain features will be surveyed for the development of a surface model to generate contour lines at a 1-foot interval.

The topographic survey will include location of grade breaks on roadway centerlines, edges of roadway, tops and bottoms of curbs, sidewalks, tops and bottoms of retaining walls, steps, pads, and ramps. Site features will be identified and located including parking and roadway striping, fences, flagpoles, benches, railings, grates, signage and trees that are single plantings greater than 4" in diameter. Heavily wooded areas will be outlined with predominant vegetation labeled. Supplemental spot measurements will be taken where terrain features require greater detail. The faces of the adjoining buildings will be surveyed and a finished floor elevation will be measured at each doorway.

Materials of surfaces and features will be identified (e.g. brick pavers, concrete, asphalt, granite, masonry block, grass, chain link, wood, etc.)

Utilities and structures for sanitary sewer, storm sewer, water, natural gas, steam, electric, power, signal, and communication that are visible at the time of the survey shall be placed in mapping. Features shall include manholes, catch basins, field inlets, and utility/light poles, emergency telephones, fire hydrants, valves, curb boxes, meters, vaults, natural gas regulators/meters, and HVAC equipment. In addition, we will:

- Locate all visible overhead utilities within the project work area.
- Contact Dig Safely New York to determine if any registered utilities serve the project area.
- Coordinate with registered utilities to request copies of subsurface utility mapping.

Underground utilities will be plotted from a combination of the field evidence and record plans. Structures outside the survey limits as needed to complete the orientation and slopes of utilities crossing the survey area will be obtained. Invert measurements for storm/sanitary sewers will be obtained.

ROW Survey

The fieldwork and research necessary to compute the Right of Way for West 1st Street within the project limits will be completed. Adjacent property lines will be shown on the mapping using Oswego County tax maps and will be considered approximate.

Deliverables

Digital mapping files shall be supplied in AutoCAD Civil 3D file format. Existing shot information will be provided in ACSII format. Units of measurement and mapping will be US Customary (feet).

Rochester: 2110 South Clinton Avenue, Suite 1, Rochester, NY 14618 P: 585-223-3660 F: 585-697-1764
Buffalo, NY Syracuse, NY Albany, NY Binghamton, NY Allentown, PA
www.ravieng.com info@ravieng.com

**RAVI ENGINEERING
& LAND SURVEYING, P.C.**

FEES

Our fee for surveying services as described above shall be \$16,780.

ASSUMPTIONS

In defining our scope of services and fee, we have made the following assumptions. Any revision to these assumptions would require a review of and possible changes to our scope of services and fee.

- This project is subject to NYS Prevailing Wages.
- Site will be free of snow cover. Significant snow cover will hinder progress and affect the schedule and budget.
- Any pertinent utility documentation readily available will be provided to us before commencement of the survey.
- Invert measurements for the storm and sanitary sewers will be obtained from the surface. No confined space entry will occur.

SCHEDULE

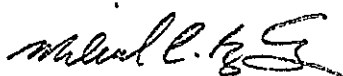
RE&LS is prepared to begin this survey within 2 weeks of receipt of the Notice to Proceed. If we encounter written changes to our Scope of Services, poor weather conditions, or other circumstances beyond our control, the schedule may be adversely affected.

ACCEPTANCE

To authorize RE&LS to provide these services, please execute this agreement by signing below, and returning a copy for our files. Execution and return of this agreement or issuance of purchase order will serve as our notice to proceed. Certificate of insurance will be issued upon acceptance of this agreement, if requested.

We sincerely appreciate the opportunity to submit this proposal and look forward to working with you. Please call with any questions or concerns.

Sincerely,
RAVI ENGINEERING & LAND SURVEYING, P.C.

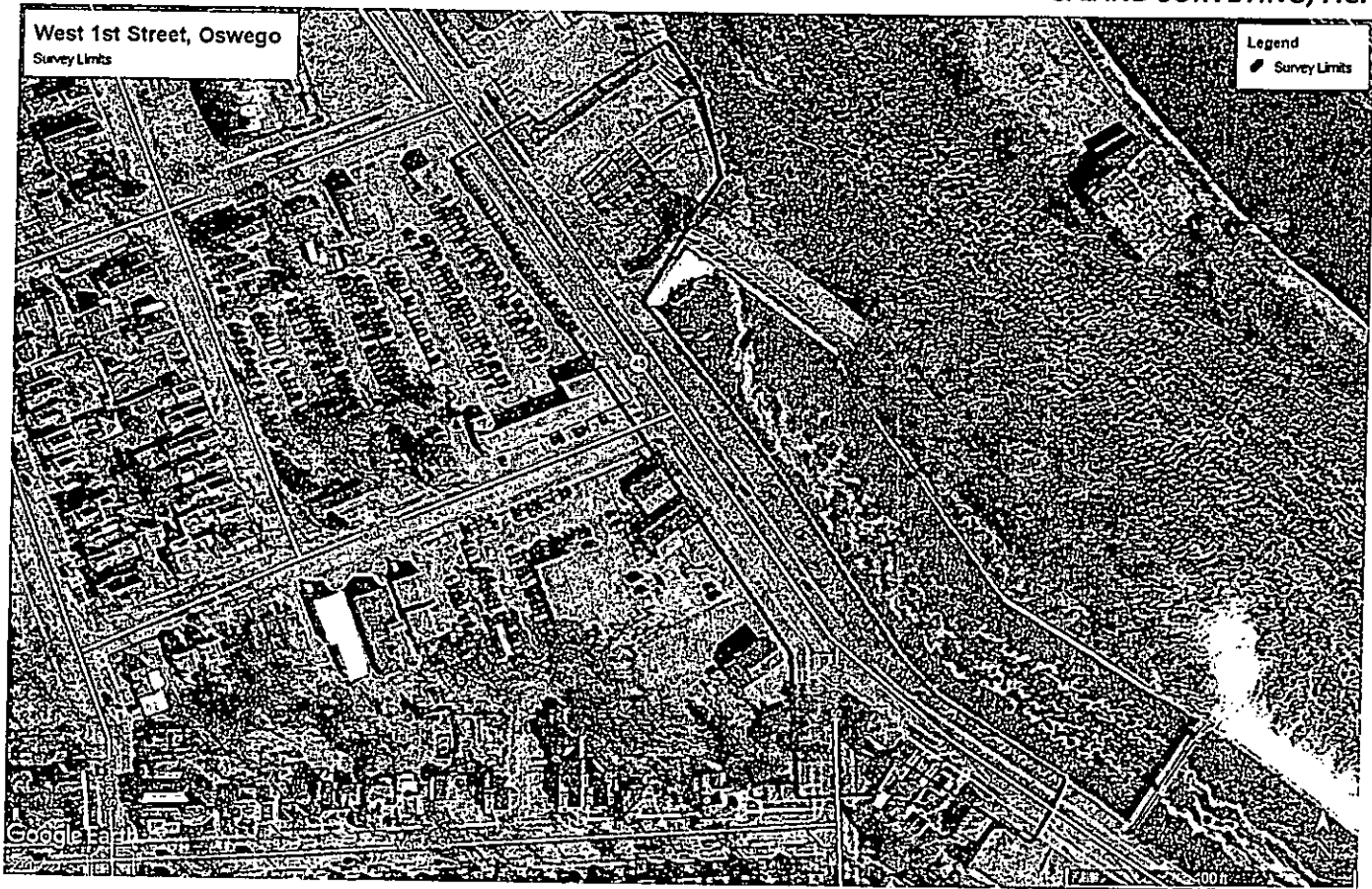


Michael C. Bogardus, L.S.
Survey Department Manager
mbogardus@ravieng.com

I agree with this proposal, have read and accept the Professional Services Terms and Conditions, and authorize Ravi Engineering & Land Surveying, P.C., to proceed with the work outlined in the proposal.

By: _____ Date: _____ Title: _____

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Statement of General Terms and Conditions

The terms and conditions set forth herein are incorporated by reference in the Letter of Agreement. Ravi Engineering & Land Surveying, P.C. (RE&LS) of Rochester, New York, and Client agree as follows:

Section 1. Services.

RE&LS shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein. RE&LS's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose.

RE&LS at times makes decisions based upon judgments acquired as a result of past experience and expertise in the field, rather than scientific certainties which may not be available. Client acknowledges this and accepts RE&LS's work product based upon said judgments when only limited data is available to RE&LS.

Section 2. Retainer.

Upon acceptance of this contract by the Client to provide professional surveying services, a retainer of \$ 0 will be required to initiate the project. This amount will be credited against the final project invoice.

Section 3. Billing and Payment.

Client will pay RE&LS for services performed in accordance with the rates and charges set forth in the Proposal. The Client shall bill the owner for professional services at appropriate stages in the progress of the work and shall include invoices from RE&LS which have been received prior to each billing. The client will make payment to RE&LS within 10 days of receipt of payment from the owner. Invoices for RE&LS's services will be submitted on a monthly basis. In case of delayed or non-payment by the owner, the Client shall take all appropriate action to expedite payment to RE&LS upon completion of such action. Client shall notify the Owner that all Invoice balances remaining unpaid for forty (40) days after invoice date will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month.

Section 4. Limitation of Liability.

It is agreed by the Client that RE&LS shall only be liable for, and RE&LS's monetary exposure shall be limited to a maximum of the net fee received by RE&LS not including reimbursable expenses and sub-consultants for all services rendered on the project.

Section 5. Sub-consultants & Subcontractors.

RE&LS, with the Client's approval, will engage firms to produce such services as soil borings, laboratory testing and engineering services for which RE&LS does not have necessary capacity in house. We would prefer that the Client contract for these services directly, but if not RE&LS cannot undertake to guarantee or be responsible for their performance or the accuracy of their results.

Section 6. Construction Observation Services; Duties.

General

RE&LS, upon Client's written request, will provide personnel to observe and report to Client on specific aspects or phases of Client's project construction. RE&LS's Observation Services do not include any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. Client shall notify each contractor or subcontractor that RE&LS's observation services do not include supervision or direction of the work and that neither the presence of RE&LS's field representative nor the services of observation and testing by Company, shall excuse the contractor or any subcontractor from the obligation to correct any defects then or thereafter discovered in the respective contractor's or subcontractor's work. RE&LS will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery, equipment, safety precautions or procedures.

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Construction Site Safety

RE&LS, by entering into an agreement with Client or by performing construction stakeout services, does not undertake any liability or responsibility for the development, supervision, or enforcement of any job or site safety requirements; nor for any failure of any contractor, subcontractor, or other third person or entity present on the Site to comply with the Occupational Safety and Health Act (Federal OSHA), or with any regulations or standards promulgated thereunder, or with any state, county, or municipal law, regulation, or ordinance of similar import or intent.

Section 7. Documents.

All reports, drawings, digital terrain models, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by RE&LS as instruments of Service, shall remain the sole property of RE&LS. All reports and other work prepared by RE&LS for Client shall be utilized solely for the intended purposes and Site described in the Proposal. RE&LS will retain all pertinent documents for a period of three (3) years following the submission of RE&LS's material to Client. Such documents will be available to Client upon request at RE&LS's office during office hours on reasonable notice, and copies will be furnished by RE&LS to Client for the total cost of reproduction of the same.

Section 8. Client's Duty to Notify RE&LS of Hazards.

Client represents and warrants that it will provide RE&LS with any and all information known to or suspected by Client with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials, pollutants or asbestos.

If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of the work, RE&LS shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal, upon ten (10) days of RE&LS's written notice of intent to terminate, unless RE&LS and Client agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and RE&LS not having reached a new, mutually satisfactory, revision of their agreement.

Section 9. Stamp Only After Payment.

RE&LS will not stamp drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

Section 10. Contract Validity.

This contract is valid only if signed within ninety (90) of the date of this proposal, unless officially extended by both parties.

Section 11. Firm Publicity.

RE&LS has the right to photograph the above named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the client agrees to provide reasonable access to the facility.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Corradino

RESOLVED, that the Mayor be and he hereby is authorized to sign the attached Professional Services Agreement, between the City of Oswego and C&S Companies for the design and construction phase services for the West First Street Storm Sewer Improvements Project, in the amount of Fifty-Six Thousand Five Hundred Thirty Dollars, (\$56,530.00); and, be it further

RESOLVED, the funding for the aforementioned shall be derived upon permission be and it hereby granted to transfer the sum of Fifty-Six Thousand Five Hundred Thirty Dollars (\$56,530.00), from Account No. G.1990.0460 (Enterprise Fund Contingent) into Account No. A.1440.0440 (Contracted Services), to pay for services rendered by C&S Companies; and, be it further

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

AYES AND NAYS CALLED			ABSENT/ 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 Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO

City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Engineering/DMAPage No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Tom Kells, DPW Commissioner, requests authorization to enter into a lease agreement with Circle T Enterprises, LLC to lease a small area on city property at the DPW garage. See attached.

COMMERCIAL LEASE AGREEMENT

Part of 114 Mitchell Street, Oswego, New York 13126

THIS AGREEMENT is made effective the 1st day of April, 2021 between **CITY OF OSWEGO** of 13 West Oneida Street, Oswego, New York 13126, ("Lessor"), and **CIRCLE T ENTERPRISES, LLC.** of 178 Darrow Road, Mexico, New York 13114, ("Lessee");

1. **Demised Premises** – Lessor leases to the Lessee approximately 10,000 square feet of land located in the corner between the fence and the salt storage facility at the property known as the Department of Public Works (DPW) located at 114 Mitchell Street, City of Oswego, New York, consisting of vacant land upon which Lessee intends to place its portable concrete batch plant, the area to be used shall be specifically designated by the Commissioner of the DPW ("premises").
2. **Use & Income**– Lessee shall use and occupy the premises for the following and no other purposes: Lessee's business operations as a commercial portable concrete batch plant operating under the business name, *Circle T Enterprises, LLC*, and for all other related purposes that arise during the term of this lease.
3. **Term** – The term of this Agreement shall be one (1) year commencing on April 1, 2021 and terminating on March 31, 2022, unless sooner terminated as hereinafter provided. Rent shall be prorated, adjusted and paid as of this date. The term of this Lease Agreement may be extended by the Parties upon mutually acceptable terms and conditions.
4. **Condition** – Lessee acknowledges that prior to executing this Agreement and taking possession of the premises (inclusive of improvements, fixtures, and fittings, and/or personal property) Lessee has inspected the same, is acquainted and satisfied with its present condition, and accepts the same in "as-is" condition. Lessee acknowledges and agrees that Lessee does not rely upon any excess or implied warranty or representation as to quality or condition of the premises expressly set forth in this Agreement. Lessee acknowledges that the premises currently are in clean, working and orderly condition.
5. **Rent** – Lessee shall pay to Lessor at Lessor's above address or at such other place as the Lessor may designate, rent in the amount of \$400 monthly beginning with payment upon approval of this Agreement by the Common Council of the City of Oswego, and thereafter paid in installments per month, payable on the first day of each month during the term hereof. If Lessor does not receive rent by the fifth day of any month, an additional charge of \$25.00 per late payment shall be due to cover the cost of delay, together with \$5.00 per day for each additional day after the fifth day until paid. In the event any check issued by the Lessee is dishonored, a charge of \$50.00 shall be due to cover bank service charges. If Lessee is required to pay additional rent pursuant to the terms of this lease, such rent shall be due together with the next monthly rent installment due.
6. **Utilities & Other Carrying Costs** – As more fully set forth herein, the Lessor shall pay for all other carrying costs associated with operating the premises including, but not limited to utilities, metered water charges, maintenance of the grounds used, including snow removal and landscaping, and maintaining all insurances associated with the Lessor's operations, as well as general liability and hazard insurance.
7. **Quiet enjoyment** – Lessor covenants that upon performance of all terms and conditions of this Agreement, Lessee shall peaceably and quietly have hold and enjoy the premises.
8. **Maintenance and Repairs** – Lessee shall make all necessary repairs to the premises it occupies pursuant to this Lease Agreement. Lessee shall likewise maintain the proper, orderly, and working conditions of the equipment it stores on the premises. Lessee shall repair any and all damage or conditions caused by

ordinary wear, damage by the elements, or other ordinary, extraordinary, foreseen or unforeseen causes. Lessee shall not permit the premises to suffer from waste, misuse or neglect. Lessee shall be responsible for ice and snow removal from the areas it occupies, and shall not permit trash, refuse or other unsightly or unsafe conditions to accumulate. Lessor shall not be responsible or liable for any loss or damage to personal property of Lessee. If Lessee defaults in making repairs, Lessor may make such repairs and charge Lessee for the reasonable cost thereof, which may be added to and payable as additional rent due hereunder.

9. **Alterations** – Lessee shall make no structural alterations or improvements to the premises without prior written consent of Lessor, which consent shall not unreasonably be withheld or delayed. Any such alterations or improvements shall become part of the premises upon termination of the Agreement; provided, however that Lessor may require Lessee to remove same at Lessee's cost upon termination of this Agreement. Lessee shall hold Lessor harmless from and shall indemnify Lessor against the cost of labor and materials furnished to Lessee in the alteration or improvement of the premises. Any mechanics lien filed against the premises for labor or materials furnished to Lessee shall be discharged by Lessee at Lessee's expense within fifteen (15) days after filing. Bonding of such lien will be an acceptable method of discharge.
10. **Laws and Regulations** – Lessee shall comply with all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the premises or the business activity conducted on the premises; the Lessor's and Lessee's insurer, and the Board of Fire Underwriter's. Lessee shall comply with any local ordinance governing recycling of trash and refuse. Lessee shall be responsible for any fines or penalties imposed for any violation of the foregoing.
11. **Fire or Casualty Loss** – In the event of damage to or destruction of all or a part of the premises, Lessor must repair such damages as soon as practicable and Lessee shall be entitled to an abatement of rent to the extent the premises are rendered unusable as reasonably determined by Lessor and Lessee, provided however, Lessor shall have the option to terminate this Lease upon 30 days written notice to Lessee and to prorate and adjust rent and other payments due hereunder from Lessee through the date of such destruction. In the event of damage to or destruction of all or a part of the premises caused by the act or neglect of Lessee or guest of Lessee from which Lessor is not reimbursed in full by insurance, Lessee's obligations to pay rent and otherwise to perform the terms and conditions of this Lease shall not be abated or affected, and Lessee shall be liable for any loss or damages sustained by Lessor.
12. **Insurance** – In addition to paying the cost of Lessor's hazard insurance on the premises, as set forth in Paragraph 5 above, Lessee shall procure and maintain in effect at Lessee's expense during the term of this Lease or any renewal hereof, a policy of insurance providing at a minimum for liability protection in the minimum amount of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and against loss or damage to Lessee's personal property. Lessor shall appear as additional interest insured on such policy. Lessee shall provide Lessor with a copy of such policy and a paid receipt for the premium upon execution of this Lease, as well as receipts for any annual renewal within five (5) days after payment.
13. **Default** – The following shall constitute default by the Lessee;
 - a. Failure to pay rent or additional rent when due.
 - b. Improper use of the premises or conduct thereon provided that such improper use of the premises or conduct continues for more than 30 days following written notice to Lessee from Lessor.
 - c. Abandonment or surrender of the premises prior to expiration of the term of this Agreement except that a temporary close of operations caused by

economic conditions related to Lessee's industry will not be considered an abandonment if Lessee maintains all obligations under this Lease.

- d. Failure to perform any other obligation under this Agreement.

In the event of a default by the Lessee, Lessor may give Lessee a written 10 day notice stating the date on which this Agreement shall terminate. On that date, unless such default has been fully cured to the satisfaction of Lessor or unless the cure takes longer than 10 days but Lessee has commenced cure within 10 day period and such cure proceeds with due diligence, this agreement and all rights of Lessee hereunder shall terminate, and Lessor may re-enter the premises and remove Lessee therefrom by summary proceeding or by any other lawful action or proceeding. Lessee shall remain obligated to pay rent and Lessor may accelerate maturity of the entire unpaid balance of rent due under this Agreement. Lessee shall be responsible for Lessor's reasonable costs of re-entering the premises including without limitation, repairs, cleaning, reasonable attorney's fees, broker's commissions, advertising etc.

14. **Costs and Attorney's Fees** – Lessee shall pay all costs and expenses of Lessor, including reasonable attorney's fees, incurred, by Lessor in any action or proceeding commenced by Lessor against Lessee to recover possession of the premises or to enforce any provision of this Agreement, or in the defense of any action or proceeding commenced by or against Lessee to which Lessor is made a party without fault of Lessor. Should any action be commenced against Lessee wherein it is determined that such action or the claims therein were without foundation, Lessor shall be responsible for Lessee's reasonable attorney fees and disbursements incurred defending such claim.
15. **Waiver of Jury Trial** – In any action or proceeding commenced by either Lessor or Lessee against the other on any matter arising out of this Agreement, both Lessor and Lessee will, and hereby does, waive a jury trial.
16. **Assignment and Sublease** – Lessee may not assign this Agreement or sublease the premises without prior written consent of Lessor which consent shall not be unreasonably withheld or delayed and shall not be relieved of personal liability for performance of all the terms and conditions of this Lease. Any such sublease shall be a default and allow Lessor to demand payment of Lease balance in full.
17. **Subordination** – This Agreement is subject and subordinate to the liens of all mortgages and renewals and extensions thereof, now or in the future secured by the premises.
18. **Liability** – Lessor shall not be liable for any loss, expense or damage to any person or property arising out of Lessee's use and possession of the premises unless the same is caused by the act or neglect of Lessor. Lessee shall hold Lessor harmless from and shall indemnify Lessor against loss, expense or damages, including reasonable attorney's fees, incurred by Lessor in the defense, settlement or payment of any claim, demand or cause of action arising out of Lessee's use and possession of the premises not caused by the act or neglect of Lessor. In the event Lessor is compelled or elects to pay any sum of money by reason of Lessee's breach of any provision of this Agreement; the same may be added to and payable as additional rent due hereunder.
19. **Notices** – Notices, demands or requests to Lessee may be served in person, sent by first class or certified mail to the premises or left at the premises. Notices, demands or requests to Lessor may be served in person, sent by first class mail or certified mail, or left at Lessor's address set forth above or at such other address as Lessor may advise Lessee in writing.
20. **Surrender** – Upon the last day of the term hereof, or upon sooner termination pursuant to this Agreement, Lessee shall peaceably and quietly surrender the

premises to Lessor, broom clean, and in the same condition as on the date of this Agreement, ordinary wears excepted.

21. **No Waiver** – Delay or failure of Lessor to take any action will not prevent Lessor from doing so later. Lessor may enforce those rights Lessor chooses without giving up any other rights.
22. **Financial Reporting** – Lessee shall provide the Lessor with no less than quarterly financial reports regarding the Lessee's business conducted at the premises. Such reports shall be submitted in writing on a form acceptable to the Lessor or provided to its primary lender by submitting them to the Lessor's address above.
23. **Merger** – This Agreement and its provisions merge any prior Agreement(s) between the parties, and there are no representations; warranties, promises or agreements other than those expressly set forth herein.
24. **Modification** – No provision contained in this Agreement, including this provision, may be modified or terminated orally.
25. **Access** – Lessor shall have the right to enter the premises without prior notice to Lessee.
26. **Binding Effect** – If there is more than one Lessee, each shall be separately liable. The words "Lessee" and "Lessor" as used herein shall include their heirs, executors, administrators, successors and/or assigns. If there is more than one Lessee or Lessor the words "Lessee" and "Lessor" as used herein shall include all of them.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below.

LESSOR

CITY OF OSWEGO, NEW YORK

Dated: April __, 2021

By: William J. Barlow, Jr., Mayor

LESSEE

CIRCLE T ENTERPRISES, LLC

Dated: April __, 2021

By: Jason Simmons, Authorized Member



March 25, 2021

Mayor Barlow
City of Oswego
13 W. Oneida St.
Oswego, NY 13126

RE: Proposal to Lease

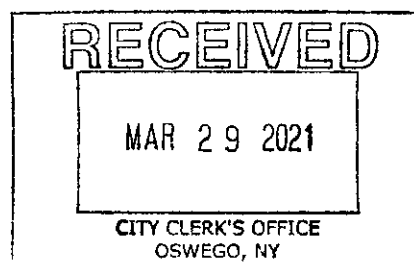
Mayor,

On behalf of Circle T Enterprises, LLC this letter is submitted as a proposal with the general terms of a lease agreement I would like to enter into with the City of Oswego. Should these terms be in line with what you are seeking in a lease of the property we would like to move forward with a lease agreement. These terms include the following:

1. **Lessee:** Circle T Enterprises, LLC, a New York Corporation
2. **Property:** 114 Mitchell Street, Oswego, corner area between fence and salt storage
3. **Description:** City will provide use of location and water metered hydrants
4. **Use:** mobile concrete manufacturing location
5. **Commencement:** March 29, 2021
6. **Insurance:** City of Oswego will be named on a Certificate of Liability
7. **Term:** 12 Months

Sincerely,

John C. Torrese



CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Burridge

WHEREAS, the City of Oswego has been approached by Circle T Enterprises, LLC to lease an approximately 100 feet by 100 feet space on the grounds of the Department of Public Works located at 114 Mitchell Street for use in furtherance of the company's mobile concrete manufacturing operation; and

WHEREAS, the DPW property is located within the City's Industrial Zone and thus the use of the property as proposed by the company is allowed by right; and

WHEREAS, the company seeks a 12 month agreement and has offered to pay the City Four Hundred Dollars (\$400) monthly for the right to occupy the roughly 10,000 square foot outdoor space, without utilizing any buildings, equipment or personnel of the City of Oswego in furtherance of the company's use of the property; and

WHEREAS, the Common Council hereby declares it to be in the best interest of the City of Oswego to lease this otherwise unused space, resulting in the area being cleaned up, ensuring revenue to the City through not only rent payments but sales and use taxes generated by the company's business, and providing employment opportunities to several area residents; now, therefore be it

RESOLVED, that the Common Council hereby approves a lease agreement to be entered into with Circle T Enterprises, LLC for the use of approximately 10,000 square feet of outside space on the grounds of the City's DPW garage located at 114 Mitchell Street, at a rent of \$400.00 per month for a period of 12 months effective April 1, 2021; and it is further

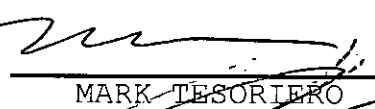
RESOLVED, that the Mayor is authorized to execute a lease agreement on behalf of the City of Oswego and file a fully executed agreement with the City Clerk.

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

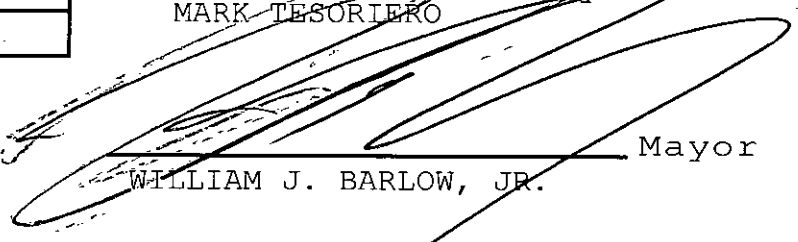
ADOPTED LOST

Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021


 MARK TESORIERO

City Clerk

Approved April 13, 2021

 WILLIAM J. BARLOW, JR. Mayor
Resolution prepared by City Attorney

Page No. _____

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

- ☐ 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

Dear Councilors:

Forwarded herewith for your review and consideration is a request from the Oswego Speedway for a 2021 Racing License.

The license fee of \$500.00 is on deposit with this office.

Thank you for your time and consideration.

Ordered filed and printed with the proceedings.

2021 - Oswego Speedway Schedule

Date	Event
5/1/2021	Open Practice 2021 Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS, NY Super Stock Series, ISMA Supermodifieds
5/8/2021	70th Annual Season Kickoff Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
5/15/2021	Weekly Event Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
5/22/2021	OFF / Rain Date for May 8 and 15
5/27/2021	64th Annual CLASSIC WEEK - Open Practice Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
5/28/2021	64th Annual CLASSIC WEEK - Pole Day, Sunoco NYSS Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS, NY Super Stock Series, Sport Compact
5/29/2021	64th Annual CLASSIC WEEK - Classic Saturday Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
5/30/2021	64th Annual CLASSIC WEEK - RAIN DATE
6/5/2021	OFF WEEK
6/12/2021	NASCAR Whelen Modified Tour 150 PLUS Novelis Supermodifieds Novelis Supermodifieds, NASCAR Whelen Modifieds
9/2021	Novelis Supermodified Twin 35's Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
6/26/2021	OFF / High School Graduation
7/3/2021	Independence Spectacular - Jim Champine and Tony White Memorials, 350 Supers, Sportsman Modified XMR Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS, Asphalt Sport Mods
7/10/2021	Summer Championship - Pathfinder Bank SBS Twin 20's Novelis Supermodifieds, Pathfinder Bank SBS
7/17/2021	\$10,000 to Win Mr. Novelis Supermodified, \$1,500 to Win Mr. Pathfinder Bank SBS Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
7/24/2021	OFF / Harborfest and Sandusky Hy-Miler
7/31/2021	Jack Murphy Memorial ISMA / MSS Jack Murphy Memorial King of Wings X 350 Supermodifieds, ISMA Supermodifieds
8/7/2021	'Retro Night' and Old Timer's Reunion Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
8/14/2021	Weekly Program Novelis Supermodifieds, Pathfinder Bank SBS, NY Super Stock Series
*/2021	Track Championship Night Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS
8/28/2021	Rusty Wallace Racing Experience
9/3/2021	65th Annual CLASSIC WEEK - Pole Day, Sunoco NYSS Dave London Memorial Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS, NY Super Stock Series
9/4/2021	65th Annual CLASSIC WEEK - Classic Saturday NASCAR Whelen Modifieds, Sport Compact
9/5/2021	65th Annual CLASSIC WEEK - Classic Sunday Novelis Supermodifieds, 350 Supermodifieds, Pathfinder Bank SBS

Schedule

Posted By *DIRTcar Racing* On July 11, 2019 @ 12:00 pm In | [Comments Disabled](#)

2021 Schedule (Subject to Change)

DAY-DATE	TIME	EVENT
Sunday, Oct. 3rd, 2021	12-5 p.m.	Grounds open for camper parking
		Tickets, camping, parking and Pit Pass sales open at Gate 6 (Will Call open)
Monday, Oct. 4th, 2021	12-5 p.m.	Grounds open for camper parking
		Tickets, camping, parking and Pit Pass sales open at Gate 6 (Will Call open)
Tuesday, Oct. 5th, 2021	9 a.m.-8 p.m.	Ticket, camping, parking and Pit Pass sales open at Gate 6 (Will Call open)
	10 a.m-6 p.m.	Early Bird Tech Inspection open for all divisions at DIRTcar trailer
	12-6 p.m.	Grounds open for camper and hauler parking – reservations & credentials required
	7 p.m.	Utica-Rome Speedway: Super DIRT Week Tuesday Night Pre-Game
		DIRTcar 358 Mods and DIRTcar Sportsman
Wednesday, Oct. 6th, 2021	7 a.m.	Gate 6 open for tickets, parking, campers and haulers (24 hours)
	7:45 a.m.	Hauler Pre-Stage in pit area
	9 a.m.	Inspection begins for all divisions
	10 a.m.-5 p.m.	Gate 2 open for tickets, parking and campers
	12 p.m. (noon)	City of Oswego Parade of Power (all divisions)
	3 p.m.	Super DIRTcar Series, DIRTcar 358 Mod and DIRTcar Sportsman Practice
	7 p.m.	Weedsport Speedway: Super DIRT Week Kickoff Party – DIRTcar 358 Mods and DIRTcar Sportsman
	9 p.m. – 12 a.m.	DJ Rick UHL
Thursday, Oct. 7th, 2021	10 p.m.	Infield pit area closed
	8 a.m.	Infield pit open

Friday, Oct.
8th, 2021

	Inspection for all divisions at the DIRTcar trailer
	Super DIRTcar Series and DIRTcar 358 Mod Draw opens
9 a.m.	Drivers Meetings: Super DIRTcar Series and DIRTcar 358 Mods at The Island Stage
10 a.m.	Grandstands open
10 – 10:55 a.m.	DIRTcar 358 Mod Practice
11 a.m. – 5 p.m.	Gates 1 & 2 open for tickets and parking
11 – 11:55 a.m.	Super DIRTcar Series Practice
1:20 p.m.	DIRTcar 358 Mod Salute the Troops 150 Qualifying (two laps, top six qualify for front three rows)
2:45 p.m.	Super DIRTcar Series Billy Whittaker Cars 200 Qualifying (two laps, top six qualify for front three rows)
7 – 9 p.m.	Mean Gene and the Flame Throwers
7:30 p.m.	Brewerton Speedway: 27th annual Billy Whittaker Cars and Trucks Hurricane 100 – DIRTcar 358 Mods and DIRTcar Sportsman
10 p.m.	Infield pit area closed
10 a.m.	Inspection opens for all divisions
10 a.m. – 9 p.m.	Gates 1 & 2 open for ticketing and parking
11 a.m.	DIRTcar Pro Stock Drivers Meeting and Draw at The Island
11:30 a.m.	DIRTcar Sportsman Drivers Meeting and Draw at The Island
12 p.m.	Grandstands and infield pit area open
	DIRTcar Sportsman and Pro Stock load in
12:30 – 12:55 p.m.	DIRTcar Pro Stock Practice
1:05 – 1:45 p.m.	DIRTcar Sportsman Practice
2:00 – 2:45 p.m.	DIRTcar Pro Stock Wilkins RV 50 Qualifying (top six qualify)
3:00 p.m.	DIRTcar Sportsman Chevy Performance 75 Qualifying (two laps, top six qualify)
4:10 p.m.	358 Modified & Super DIRTcar Series Practice – green/white/checkered – 22 at a time
4:30 p.m.	Track quiet
5 p.m.	Dirt Track Digest LIVE from The Island Stage
6 – 7 p.m.	SUNY Oswego Hockey Team Meet & Greet (Front Midway)
7:25 p.m.	Friday Night Lights Opening Ceremonies
	DIRTcar Pro Stock 12-lap Heats
	DIRTcar 358 Mod 25-lap Heats
	Super DIRTcar Series 30-lap Heats

		DIRTcar Sportsman 15-Lap Heats
	9 – 10 p.m.	DJ Rick UHL at The Island Stage
	10 p.m. – 1:30 a.m.	Dirt Road Ruckus concert at The Island Stage
	11 p.m.	Infield pit area closed
	1:30 – 3:30 a.m.	DJ Rick UHL at The Island Stage
Saturday, Oct. 9th, 2021	8 a.m. – 5 p.m.	Gates 1 & 2 open for ticketing and parking
	8 a.m.	Infield pit area open
		Inspection opens for all divisions
	9 a.m.	Dirt Track Digest LIVE from stage
		DIRTcar 358 Mod Drivers Meeting at Tech Tent
	9:30 a.m.	Grandstands open
	10 a.m.	Chapel Service by Ed Harkins at Tech Tent
	3 p.m.	Ms. Motorsports Taylor Fullin photo shoot presented by Area Auto Racing News – Manufacturers Row
	5:30 p.m.	DIRTcar 358 Modified Practice
		RPM Speedway 358 Mod Salute the Troops 150 Last Chance Showdown2 – 2
		DIRTcar 358 Mod Salute the Troops 150
		DIRTcar Pro Stock Practice
Sunday, Oct. 10th, 2021		Super DIRTcar Series Practice
		DIRTcar Sportsman Practice
		DIRTcar Pro Stock Wilkins RV 50 Last Chance Showdown
		Super DIRTcar Series Billy Whittaker Cars 200 Last Chance Showdowns – 2
		DIRTcar Sportsman Chevy Performance 75 Last Chance Showdown – 3
	7 p.m.	DJ Rick UHL at The Island Stage
		*Red White and Brew Fest (Represent the colors of the American Flag; Best dressed will win Two GA week long tickets to 2020 Super DIRT Week)
	7 a.m.	Gate 6 open for tickets, camping, parking and Pit Pass sales
	8 a.m.	Gates 1 & 2 open for tickets, camping, parking and Pit Pass sales
	8:30 a.m.	Infield pit area open
		Super DIRTcar Series Inspection begins
	9 a.m.	Dirt Track Digest LIVE from The Island Stage

	Super DIRTcar Series Drivers Meeting at Tech tent
9:15 a.m.	DIRTcar Pro Stock Drivers Meeting at Tech tent
9:30 a.m.	DIRTcar Sportsman Drivers Meeting at Tech tent
10 a.m.	Grandstands open
	Chapel Service – at The Island Stage
10:20 a.m.	DIRTcar Sportsman Final Practice
	DIRTcar Pro Stock Final Practice
11 a.m.	DIRTcar Sportsman Chevy Performance 75
11:45 a.m.	Super DIRTcar Series Top-30 (from Thursday Qualifying)
	Autograph Signing on Frontstretch
12:30 p.m.	DIRTcar Pro Stock Wilkins RV 50
1:30 p.m.	Super DIRTcar Series Billy Whittaker Cars 200 Pre-Race Ceremonies
2 p.m.	Super DIRTcar Series Billy Whittaker Cars 200
End of Event	Dirt Track Digest LIVE from The Island Stage
Monday, Oct. 13th, 2021	-TBA- Rain date for Saturday or Sunday events

Article printed from Super DIRT Week: <https://superdirtweek.com>

URL to article: <https://superdirtweek.com/event-info/schedule/>

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CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Gosek

RESOLVED, that pursuant to the foregoing request, permission be and it hereby is granted to Circle T Motorsports, Circle T Amusements; D/B/A Oswego Speedway, to operate an auto racing speedway on their property at the southeastern end of East Albany Street, Oswego, New York, subject to the following conditions:

1. The filing of a public liability insurance policy in the amount of \$2,000,000.00 to protect and save the city harmless from any and all damages that might be occasioned by and through the maintenance and operation of said amusement center.
2. The payment of a license fee in the amount of \$500.00 for one (1) year.
3. The employment, at their own expense, of a sufficient security force to keep and maintain order in and about their premises, as required by the Code of the City of Oswego, Chapter 232, Theatrical Performances, Shows and Exhibitions, Section 232-1.
4. The strict compliance with any and all laws, ordinances, and regulations relating thereto.
5. This license is issued strictly for racing events as set forth on the attached 2021 Oswego Speedway racing schedule.
6. This license shall be non transferable.

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

ADOPTED LOST

Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO

City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Clerk's OfficePage No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: April 5, 2021

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

Fr: Office of

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

Fire Chief Randall B. Griffin is requesting permission to discuss ambulance rates.

See Attachment

Ordered filed and printed with the proceedings.

HEADQUARTERS
FIRE DEPARTMENT
 CITY OF OSWEGO

Memorandum

DATE: March 22, 2021
 TO: Mayor Barlow
 FROM: Chief Griffin 
 RE: Ambulance Rates

I would like to propose an adjustment in ambulance charges. The last time that rates for City Ambulance services were adjusted, was in 2015. The following lists current City rates, the average for the region, the high for the region, and the proposed City rates.

Service	City Rate	Average	High	Proposed
ALS 1	\$1,118	\$1,500	\$2,125	\$1,800
ALS 2	\$1,292	\$1,700	\$2,900	\$2,200
ALS No Transport	\$210			\$300
BLS	\$945	\$1,200	\$1,790	\$1,300
BLS No Transport	\$131.25			\$150
Financial Hardship Policy				
(HHS Guidelines)				
Rate/Mileage	\$21	\$27	\$40	\$30
ALS Intercept	\$525			\$600
Specialty Care Transport	\$1,000			\$1,500
Hourly Special Event	Actual Costs			\$96
Stand by				

These are a significant change in rates, however the six year adjustment will bring us in line with regional services and help to offset personnel and supply costs that the City expends. I am advocating for a fixed stand by events charge, based on actual salary and benefits to allow for customer planning and to avoid the need to figure a cost for each stand-by. Currently, the Fire Department can only offer an estimate of costs to a customer, such as the school athletic department, which makes planning and budgeting difficult for them. With your concurrence, we will submit a resolution for consideration by the Council.



Serving Since 1876

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the City of Oswego Fire Department provides ALS and BLS ambulance service to the City of Oswego, and

WHEREAS, mutual aid will be provided as requested, now be it

RESOLVED, the ambulance rates for the City of Oswego Fire Department will be adjusted to the following rates:

Basic Life Support	\$1,300.00
Advanced Life Support 1	\$1,800.00
Advanced Life Support 2	\$2,200.00
Basic Life Support Refusal	\$ 150.00
Advanced Life Support Refusal	\$ 300.00
Advanced Life Support Intercept	\$ 600.00
Specialty Care Transport	\$1,500.00
Hourly Special Event Standby	\$ 96.00
Cost per loaded mile	\$ 30.00

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

ADOPTED LOST

Approved April 13, 2021Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Fire DepartmentPage No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 04/05/21

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

Fr: Office of

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

Fire Chief Randall B. Griffin is requesting permission to make an intra-departmental transfer from the following accounts:

\$2,600.00 from Acct. #A.3410.0101 to Acct. #A.3410.0480

The purpose of this transfer is to cover the uniform allowance bank account for 4 new recruits who wish to waive their \$650.00 uniform allowance lump sum payment.

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor McBrearty

WHEREAS, Fire Chief Randall B. Griffin is requesting permission to make a intra-departmental transfer from the following accounts:

\$2,600.00 from Acct. #A.3410.0101 to Acct. #A.3410.0480, and

WHEREAS, the purpose of this transfer is to cover the uniform allowance bank account for 4 new recruits who wish to waive their \$650.00 uniform allowance lump sum payment, and be it

RESOLVED, that the City Chamberlain is hereby authorized and directed to make the necessary transfers on the books and records in the chamberlain' Office to reflect the same.

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

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 12th day of April, 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Fire Department

Page No.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Gosek

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

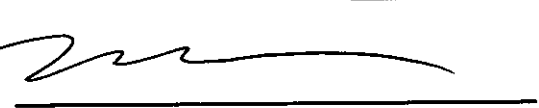
WHEREAS, Rule VII, Paragraph 2, required such Committee consideration prior to Common Council action, now, therefore be it

RESOLVED, that pursuant to Rule XI of the Common Council Rules, Rule VII, Paragraph 2, is suspended so that Resolution No. 132 may be acted upon without committee consideration.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge *	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

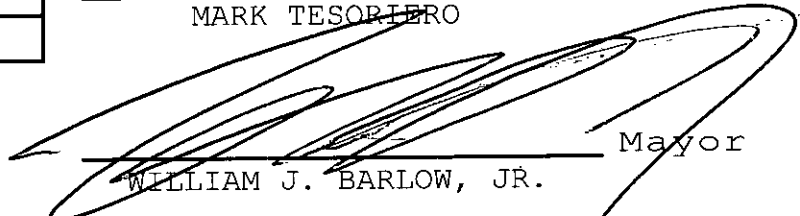
ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 12th day of April 2021



MARK TESORIERO

City Clerk



Mayor

WILLIAM J. BARLOW, JR.

Approved April 13, 2021Resolution prepared by From the Council FloorPage No.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, the employment agreement between the City of Oswego and Randall B. Griffin expired March 31, 2021, and

WHEREAS, both parties desire modifications and additional terms; now therefore be it

RESOLVED, that Mayor William J. Barlow, Jr. is authorized to enter into a two (2) year extension agreement with an optional additional six (6) month term with Randall B. Griffin, expiring March 31, 2023 or September 30, 2023 respectively, providing for an increase to wages of 3.5% annually and an increase of days of vacation leave per year to thirty (30).

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

ADOPTED

LOST

I certify that the foregoing resolution
 was duly passed by the Common Council
 on the 12th day of April 2021

MARK TESORIERO City Clerk

Approved April 13, 2021

WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK

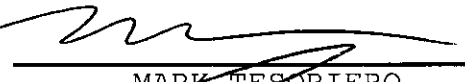
Motions, Resolutions and Notices

By Councilor PlunkettRESOLVED, that this Regular Meeting of the Common Council now adjourn at
7:45 p.m.

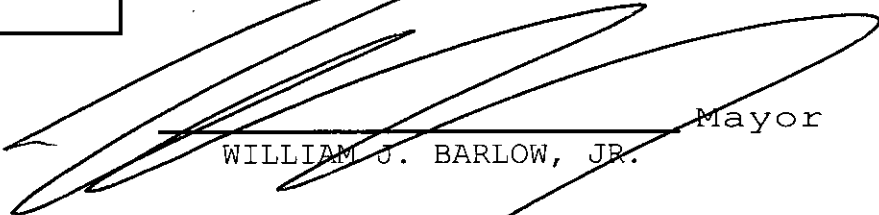
AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burr ridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker ✱	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution
was duly passed by the Common Council
on the 12th day of April 2021


MARK TESORIERO City Clerk

Approved April 13, 2021


WILLIAM J. BARLOW, JR. Mayor



AGENDA
Common Council Meeting
April 12, 2021
7:15 PM

Public Session

Pledge of Allegiance to the Flag

Roll Call

Roll Call

Mayor Barlow called the meeting to order at 7:30 p.m. All Councilors were present.

Mayor's Report to the Common Council

Resolutions

109 Approve Minutes of Common Council Meeting Held March 22, 2021

The resolution was sponsored by Councilor Corradino. Councilor Hill was the second. Resolution passed unanimously.

110 Appoint Commissioner of Deeds

The resolution was sponsored by Councilor Walker. Councilor Burridge was the second. Resolution passed unanimously.

111 Approve Use of Public Space to Jason Bouchard, in Order to Place Two (2) Vending Machines at the West First Street Fish Cleaning Station

The resolution was sponsored by Councilor Gosek. Councilor Plunkett was the second. Resolution passed unanimously.

112 Approve Use of Public Space to SLELO PRISM for Their Boat Launch Steward/Educator Program at Wright's Landing During the 2021 Summer Season

The resolution was sponsored by Councilor McBrearty. Councilor Corradino was the second. Resolution passed unanimously.

- 113 Approve Use of Public Space to the Greater Oswego-Fulton Chamber of Commerce in Order to Host the Annual Farmer's Market to be Held June 3, 2021 to October 7, 2021

The resolution was sponsored by Councilor Hill. Councilor Gosek was the second. Resolution passed unanimously.

- 114 Approve Use of Breitbeck Park to the Oswego Lions Club in Order to Host Their Annual River's Edge Craft Show on Sunday, June 13, 2021

The resolution was sponsored by Councilor McBrearty. Councilor Burrige was the second. Resolution passed unanimously.

- 115 Approve Use of Space to the H. Lee White Maritime Museum in Order to Host Paddlefest on Saturday, July 17, 2021

The resolution was sponsored by Councilor Gosek. Councilor McBrearty was the second. Resolution passed unanimously.

- 116 Approve Use of Public Space to the Oswego YMCA in Order to Host the Annual Harborfest Run on Saturday July 24, 2021

The resolution was sponsored by Councilor Plunkett. Councilor Burrige was the second. Resolution passed unanimously.

- 117 Authorize Public Hearing - Re: Proposed Local Law No. *2 of the Year 2021 - A Local Law Amending Chapter 63, Animals

The resolution was sponsored by Councilor Walker. Councilor Corradino was the second. Resolution passed unanimously.

- 118 Accept Monetary Donation from the William G. Pomeroy Foundation for The Purchase of a Plaque Signifying the U.S. Customhouse (Conway Building) Being Placed on the National Register of Historic Buildings

The resolution was sponsored by Councilor Gosek. Councilor Walker was the second. Resolution passed unanimously.

- 119 Authorize Mayor to Enter into a Five (5) Year Extension of the Current Lease Agreement with the Art Association of Oswego, Inc. and Oswego Players, Inc. for Building 30 at Fort Ontario

The resolution was sponsored by Councilor Burrige. Councilor Plunkett was the second. Resolution passed unanimously.

- 120 Authorize Mayor to Sign an Agreement with the Greater Oswego-Fulton Chamber of Commerce for the 2020 and 2021 Project Bloom Projects

The resolution was sponsored by Councilor Hill. Councilor McBrearty was the second. Resolution passed unanimously.

- 121 Authorize Mayor to Sign an Amendment with Alert Media, Inc. for Additional Text Messages and Voice Minutes

The resolution was sponsored by Councilor Corradino. Councilor Burrige was the second. Resolution passed unanimously.

- 122 Authorize Mayor to Sign an Agreement with TextMyGov for Interactive Text Messaging Communication Services

The resolution was sponsored by Councilor Plunkett. Councilor Hill was the second. Resolution passed unanimously.

- 123 Authorize Mayor to Sign Change Order No. 10 with Patricia Electric, Inc. for Electrical Services for the Eastside Wastewater Treatment Plant Asset Management Plan Improvement Project in the Amount of \$13,876.92

The resolution was sponsored by Councilor Walker. Councilor Burrige was the second. Resolution passed unanimously.

- 124 Authorize Mayor to Sign Change Order No. 11 with Patricia Electric Inc. for Electrical Services for the Eastside Wastewater Treatment Plant Asset Management Improvement Project, in the Amount of \$12,690.05

The resolution was sponsored by Councilor Plunkett. Councilor Gosek was the second. Resolution passed unanimously.

- 125 Authorize Mayor to Sign Amendment No. 11 with GHD Consulting Engineers, LLC for the Required Consent Decree Quarterly Reporting

The resolution was sponsored by Councilor Burrige. Councilor Hill was the second. Resolution passed unanimously.

- 126 Authorize Mayor to Sign a Professional Services Agreement with C&S Companies for the West First Street Storm Sewer Improvements Project

The resolution was sponsored by Councilor Corradino. Councilor Hill was the second. Resolution passed unanimously.

- 127 Authorize Mayor to Sign a Lease Agreement with Circle T.

Enterprises, LLC for Space at 114 Mitchell Street

The resolution was sponsored by Councilor Burridge. Councilor Plunkett was the second. Resolution passed unanimously.

- 128 Approve Amusement License for the 2021 Events at the Oswego Speedway

The resolution was sponsored by Councilor Gosek. Councilor Walker was the second. Resolution passed unanimously.

- 129 Approve New Fee Schedule for Ambulance Services

The resolution was sponsored by Councilor Hill. Councilor Corradino was the second. Resolution passed unanimously.

- 130 Authorize City Chamberlain to Transfer Funds from within the Fire Department for Waivers of the Uniform Allowance

The resolution was sponsored by Councilor McBrearty. Councilor Walker was the second. Resolution passed unanimously.

- 131 Waive Rules of Common Council to Present Resolution No.132 from the Floor Without Committee Consideration

The resolution was sponsored by Councilor Gosek. Councilor Burridge was the second. Resolution passed unanimously.

- 132 Authorize Mayor to Sign an Extension of the Employment Agreement with Randall Griffin

The resolution was sponsored by Councilor Gosek. Councilor Corradino was the second. Resolution passed unanimously.

Adjournment

Unfinished Business

There was no unfinished business.

Adjournment

The resolution was sponsored by Councilor Plunkett. Councilor Walker was the second. Resolution passed unanimously.

Meeting was adjourned at 7:45 p.m