

AGENDA
COMMON COUNCIL MEETING
FEBRUARY 25, 2019

PUBLIC HEARING – Re: Proposed Local Law No. *1 of the Year 2019 7:00 p.m.
A Local Law Amending Local Law No. 1 of the
Year 1995 – A Local Law Providing for a Partial
Exemption of Water Rents and of Taxation of
Property of Parties Over Sixty-five Years of Age
Whose Income is Less than \$25,000

PUBLIC HEARING – Re: Proposed Local Law No. *2 of the Year 2019 7:05 p.m.
A Local Law Amending Local Law No. 1 of the
Year 1997 – A Local Law Known as the Alternative
Veteran's Exemption

PUBLIC HEARING – Re: Proposed Local Law No. *3 of the Year 2019 7:10 p.m.
A Local Law Known as the Cold War Veterans
Property Tax Exemption Act

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. 70 – Approve Minutes Common Council Meeting Held February 11, 2019
71 – Appoint Commissioner of Deeds
72 – Approve Use of Public Space – Anthony Pauldine, Owner of Real
Property Located at 203 West First Street, In Order to Install
A Projecting Sign
73 – Approve Use of the Wright's Landing Marina Area for a Boat
Launch Steward/Educator From the St. Lawrence Eastern Lake
Ontario Partnership for Regional Invasive Species Management
Program to be Held During the Summer Season
74 – Accept Donation of Baseball Park Equipment by the Oswego
Little League Organization and Further Authorize Use of Public
Space to Install the Equipment
75 – Grant Waiver of Chapter 63, Section 63-7(D) of the City Code to
Tractor Supply Company In Order To Sell Quantities of Not Less
than Six Chicks/Ducklings to a Single Purchaser
76 – Approve Proposed Local Law No. *1 of the Year 2019 – A Local
Law Amending Local Law No. 1 of the Year 1995 – A Local Law
Providing for a Partial Exemption of Water Rents and of Taxation of
Property of Parties Over Sixty-five Years of Age Whose Income is
Less than \$25,000
77 – Approve Proposed Local Law No. *2 of the Year 2019 – A Local Law
Amending Local Law No. 1 of the Year 1997 – A Local Law Known
as the Alternative Veteran's Exemption
78 – Approve Proposed Local Law No. *3 of the Year 2019 – A Local Law
Known as the Cold War Veterans Property Tax Exemption Act

**INTRODUCTION OF PROPOSED LOCAL LAW NO. *4 OF
THE YEAR 2019 – A LOCAL LAW AMENDING CHAPTER 85,
BUILDINGS, VACANT, OF THE CODE OF THE CITY OF
OSWEGO, NEW YORK*

- 79 – Authorize Public Hearing – Re: Proposed Local Law No. *4 of the Year 2019 – A Local Law Amending Chapter 85, Buildings, Vacant, Of The Code of the City of Oswego, New York
- 80 – Authorize Public Hearing – Re: New Cingular Wireless Telecommunications Facility at 300 East Albany Street
- 81 – Refer 2019 Proposed Zoning Code Changes to the Planning Board for Their Advisory Opinion
- 82 – Authorize Mayor to Execute an Agreement with Affordable Heating, Inc. for a New Heating System at the Oswego Player's Building Located at Fort Ontario
- 83 – Authorize Mayor to Sign All Documentation Necessary with AECC for the Management of Planned and Emergency Home Demolition
- 84 – Authorize Mayor to Enter Into an Agreement with the Camden Group For the Management of the Oswego Water Plant and to Perform The Chlorine Modification Design
- 85 – Authorize Mayor to Enter Into a Renewal Agreement with the H. Lee White Maritime Museum at Oswego for the Lease of the Oswego West Pierhead Lighthouse
- 86 – Authorize Mayor to Execute an Agreement with the Oswego City/County Youth Bureau for the 2019 Operation of the Youth Center and Skateboard Park
- 87 – Motion to Rescind Resolution No. 58, Dated February 11, 2019
- 88 – Authorize Mayor to Enter Into an Agreement with GEI Consultants To Perform an External Audit of the City of Oswego Owner's Dam Safety Program (ODSP)
- 89 – Authorize Mayor to Enter Into an Agreement with GEI Consultants For Out of Scope Work to be Performed at the High Dam
- 90 – Waive Rules of Common Council to Present Resolution Nos. 91-94 From the Floor Without Committee Consideration
- 91 – Approve Sale of Property Located at 149 West Bridge Street
- 92 – Approve Sale of Property Located at 139 West Bridge Street
- 93 – Approve Stipulation Settlement Regarding Real Property Litigation For Property Located at 44 West Fifth Street
- 94 – Accept Transfer of Property Located at 154 East Seneca Street to The City of Oswego
- 95 – Adjournment

Common Council Proceedings

IN COMMON COUNCIL

Monday Evening February 25, 2019

Meeting Called to Order at 7:03 P.M.

Public Hearing

7:00 P.M.

ROLL CALL

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

2-14-2019

#594 LEGL NOTICE
PUBLIC HEARING
TAKE NOTICE, that a
public hearing will be
held before me in the
Common Council Cham-
bers, City Hall, 13 West
Onelda Street, Oswego,
New York, on Monday,
February 25, 2019 at
7:00 p.m. on the following
proposed Local Law,
which was introduced at
a meeting of the Com-
mon Council held Febru-
ary 11, 2019, entitled:

(Proposed)
LOCAL LAW NO. 1 OF
THE YEAR 2019 - A LO-
CAL LAW AMENDING
LOCAL LAW NO. 1
OF THE YEAR 1995 - A
LOCAL LAW PROVID-
ING FOR PARTIAL
EXEMPTION OF WA-
TER RENTS AND OF
TAXATION OF PROP-
ERTY OF PARTIES
OVER SIXTY-FIVE
YEARS OF AGE
WHOSE INCOME IS
LESS THAN \$25,000

*Introductory Number
Only
BY ORDER OF THE
COMMON COUNCIL
WILLIAM J. BARLOW,
JR.
MAYOR

Dated:
Oswego, New York, this
12th Day of February,
2019
#594 February 14, 15,
2019

2-15-2019

#594 LEGL NOTICE
PUBLIC HEARING
TAKE NOTICE, that a
public hearing will be
held before me in the
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THE YEAR 2019 - A LO-
CAL LAW AMENDING
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OF THE YEAR 1995 - A
LOCAL LAW PROVID-
ING FOR PARTIAL
EXEMPTION OF WA-
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TAXATION OF PROP-
ERTY OF PARTIES
OVER SIXTY-FIVE
YEARS OF AGE
WHOSE INCOME IS
LESS THAN \$25,000

*Introductory Number
Only
BY ORDER OF THE
COMMON COUNCIL
WILLIAM J. BARLOW,
JR.
MAYOR

Dated:
Oswego, New York, this
12th Day of February,
2019
#594 February 14, 15,
2019

2-14-2019

#595 LEGAL NOTICE
PUBLIC HEARING
TAKE NOTICE, that a
public hearing will be
held before me in the
Common Council Chambers,
City Hall, 13 West
Onelda Street, Oswego,
New York, on Monday,
February 25, 2019 at
7:05 p.m. on the following
proposed Local Law,
which was introduced at
a meeting of the Com-
mon Council held Febru-
ary 11, 2019; entitled:

(Proposed)
LOCAL LAW NO. 2 OF
THE YEAR 2019 - A LO-
CAL LAW AMENDING
LOCAL
LAW NO. 1 OF THE
YEAR 1997 - A LOCAL
LAW KNOWN AS THE
ALTERNATIVE VET-
ERAN'S EXEMPTION
LAW

Introductory Number
Only

BY ORDER OF THE
COMMON COUNCIL
WILLIAM J. BARLOW,
JR.

MAYOR

Dated:

Oswego, New York, this
12th Day of February,
2019

#595 February 14, 15,
2019

2-15-2019

#595 LEGAL NOTICE
PUBLIC HEARING
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Common Council Cham-
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(Proposed)
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CAL LAW AMENDING
LOCAL
LAW NO. 1 OF THE
YEAR 1997 - A LOCAL
LAW KNOWN AS THE
ALTERNATIVE VET-
ERAN'S EXEMPTION
LAW

Introductory Number
Only

BY ORDER OF THE
COMMON COUNCIL
WILLIAM J. BARLOW,
JR.

MAYOR

Dated:

Oswego, New York, this
12th Day of February,
2019

#595 February 14, 15,
2019

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Gosek

RESOLVED, that this Public Hearing now adjourn at 7:05 p.m.

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

ADOPTED LOST

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

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

Approved February 26, 2019

Common Council
Proceedings

IN COMMON COUNCIL

Monday Evening February 25, 2019

Meeting Called to Order at 7:13 P.M.

Public Hearing

7:10 P.M.

ROLL CALL

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

2-14-2019

#596 LEGAL NOTICE
PUBLIC HEARING
TAKE NOTICE, that a
public hearing will be
held before me in the
Common Council Cham-
bers, City Hall, 13 West
Onéida Street, Oswego,
New York, on Monday,
February 25, 2019 at
7:10 p.m. on the following
proposed Local Law,
which was introduced at
a meeting of the Com-
mon Council held Febru-
ary 11, 2019, entitled:

(Proposed)
LOCAL LAW NO. *3 OF
THE YEAR 2019 - A LO-
CAL LAW KNOWN AS
THE COLD WAR VET-
ERANS' PROPERTY
TAX EXEMPTION ACT

Introductory Number
Only
BY ORDER OF THE
COMMON COUNCIL
WILLIAM J. BARLOW,
JR.

MAYOR

Dated:

Oswego, New York, this
12th Day of February,
2019

#596 February 14, 15,
2019

2-15-2019

#596 LEGAL NOTICE
PUBLIC HEARING
TAKE NOTICE, that a
public hearing will be
held before me in the
Common Council Cham-
bers, City Hall, 13 West
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7:10 p.m. on the following
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(Proposed)
LOCAL LAW NO. *3 OF
THE YEAR 2019 - A LO-
CAL LAW KNOWN AS
THE COLD WAR VET-
ERANS' PROPERTY
TAX EXEMPTION ACT

Introductory Number
Only
BY ORDER OF THE
COMMON COUNCIL
WILLIAM J. BARLOW,
JR.

MAYOR

Dated:

Oswego, New York, this
12th Day of February,
2019

#596 February 14, 15,
2019

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Corradino

RESOLVED, that this Public Hearing now adjourn at 7:14 p.m.

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

ADOPTED LOST

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved February 26, 2019

Common Council
Proceedings

IN COMMON COUNCIL

Monday Evening February 25, 2019

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

Regular Meeting

ROLL CALL

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

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor McBrearty

RESOLVED, that the minutes of the Regular Common Council Meeting held Monday evening, February 11, 2019, be and they hereby are approved and accepted.

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

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved February 26, 2019

February 25, 2019

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,

Chantelle Manwaring 22 Harbor Brook Drive Oswego, NY 13126

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Gosek

RESOLVED, that the foregoing named person be and hereby is 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/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi	✓		
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek	✓		
Councilor Tesoriero, JA	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

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

Approved February 26, 2019

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 02/13/2019

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

Fr: Office of

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

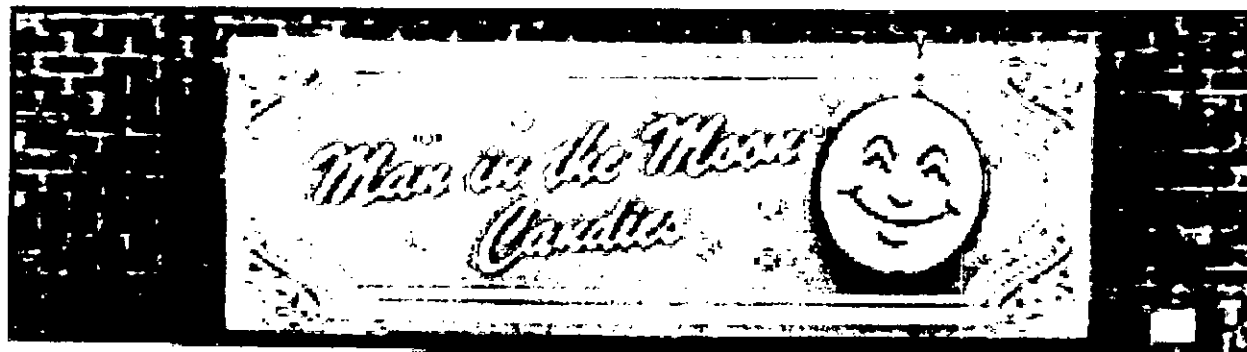
Re: Use of Public Space
203 West First Street

Dear Councilors:

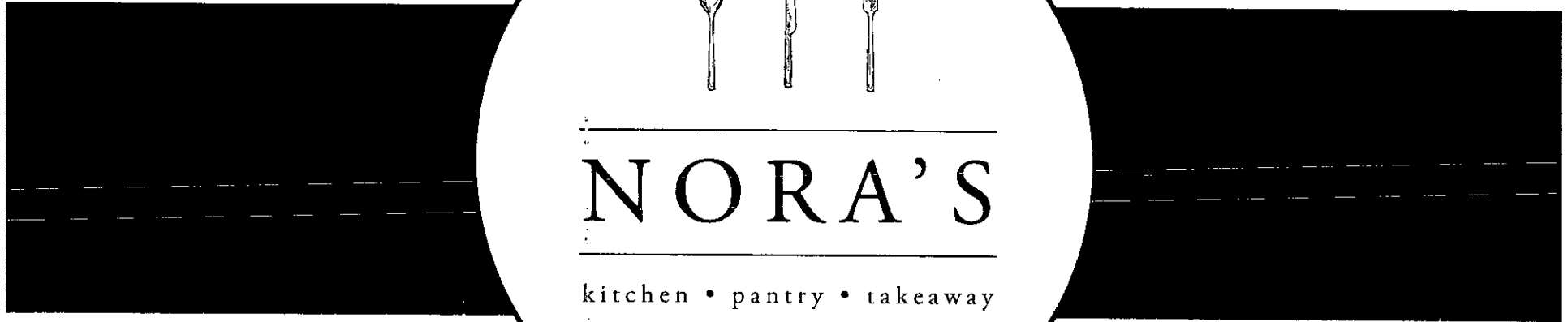
Mr. Anthony Pauldine property owner of 203 West First Street located in the Third Ward, requests approval of a projecting sign in public space pursuant to Section 280-63 of the Zoning Ordinance as shown on the attached photo.

/dma

Ordered filed and printed with the proceedings.



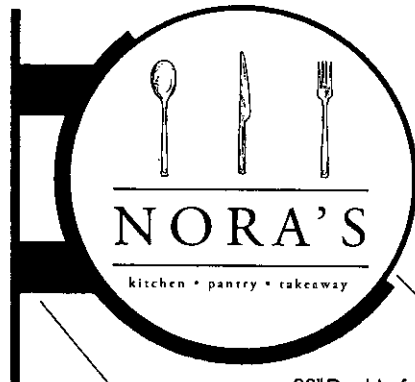
12 Black panel, 2'x 10'



Flat computer cut \$ 495.00
Raised "Nora" 680.00

White circle, 4'x 4'

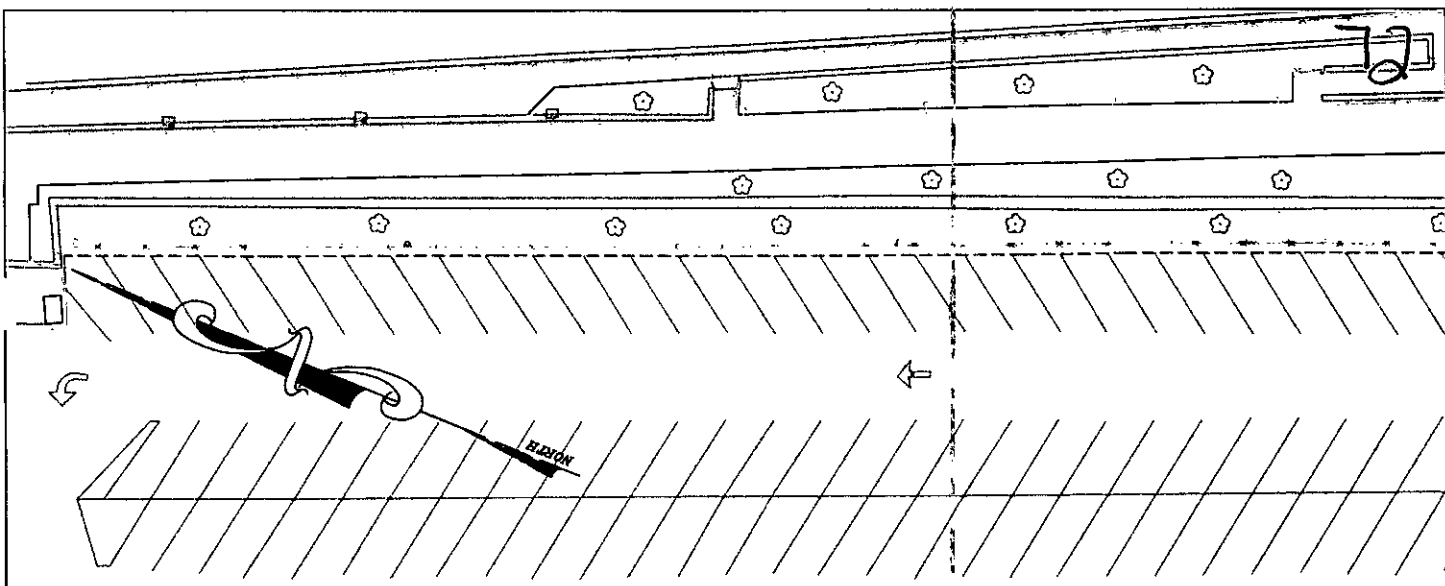
TO HANG 90 DEGREES TO THE ROAD



Welded sign mount
\$ 247.50 + tax

26" Double faced sign panel
Flat computer cut \$ 195.00
Raised "Nora" 275.00

2/23/19



⇒ WATER STREET ⇒

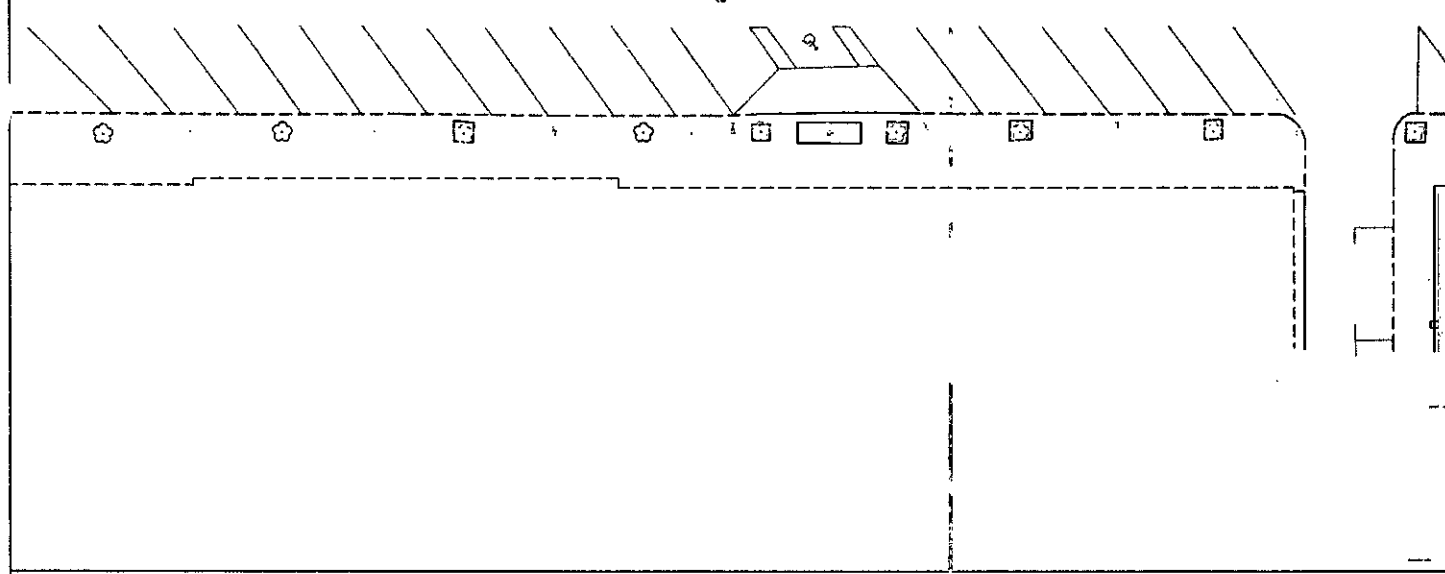
128.55-02-12
#197-203

WEST FIRST STREET
COMELOT LODGE LLC

PUBLIC SIDEWALK CURB PUBLIC SIDEWALK CURB

PROPOSED USE OF PUBLIC SPACE
FOR THE PLACEMENT OF A
4'x26" PROJECTING SIGN

WEST FIRST STREET



SITE PLAN

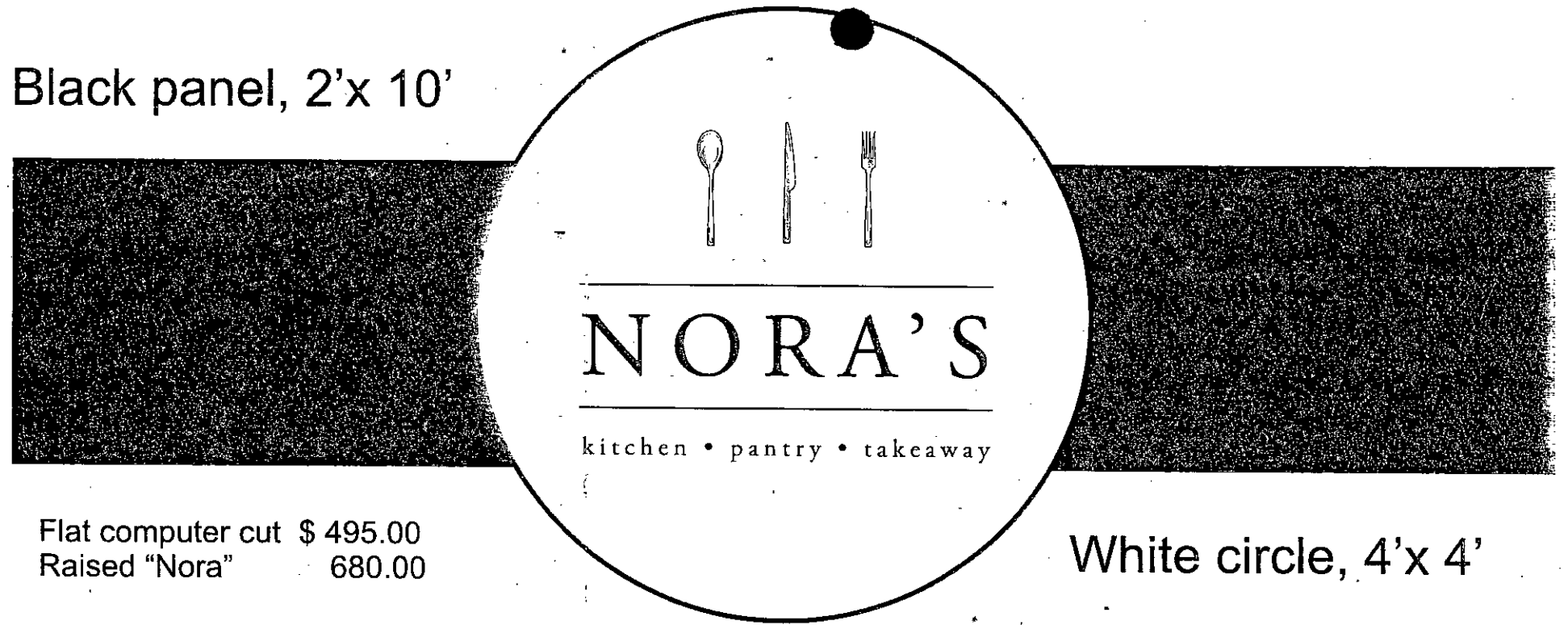
SCALE 1"=40'

DATE _____

DRAWN BY: _____

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

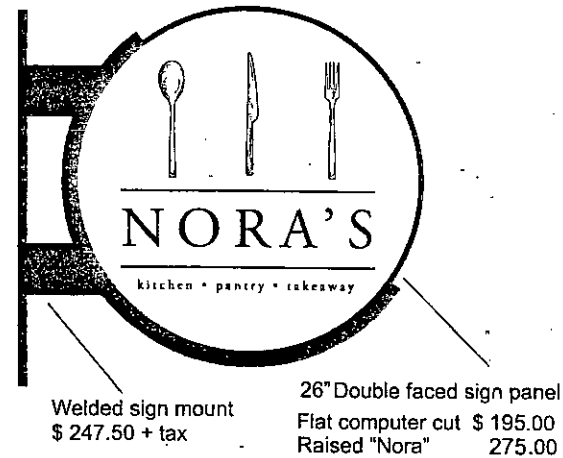
Black panel, 2'x 10'



Flat computer cut \$ 495.00
Raised "Nora" 680.00

White circle, 4'x 4'

TO HANG 90 DEGREES TO THE ROAD



Welded sign mount
\$ 247.50 + tax

26" Double faced sign panel
Flat computer cut \$ 195.00
Raised "Nora" 275.00

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Gosek

WHEREAS, Mr. Anthony Pauldine, owner of commercial property at 203 West First Street, located in the Third Ward, requests the use of public space for a projecting sign in public space pursuant to Section 280-63 of the Zoning Ordinance as shown on the attached photo; 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. Pauldine, to use the aforementioned area of public space; and, be it further

RESOLVED, that the Permit Administrator is authorized to issue any required Zoning and Building Permits for the sign; and, be it further

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

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

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

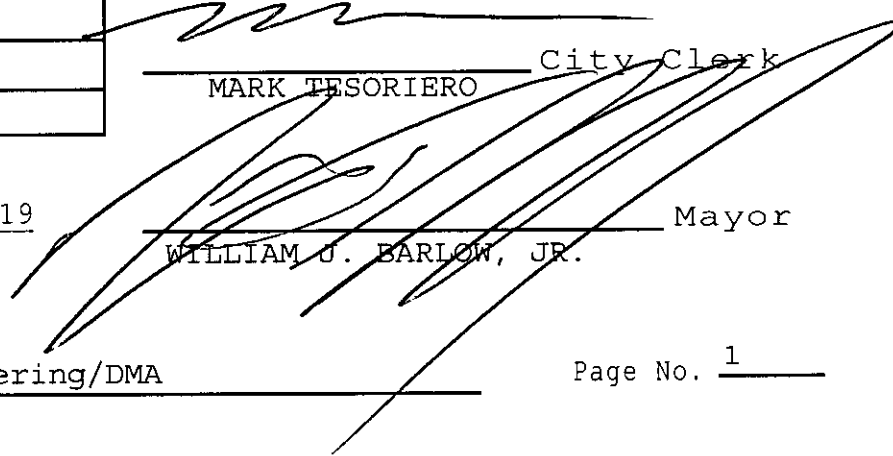
AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi	✓		
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek	✓		
Councilor Tesoriero, Jr.	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Approved FEBRUARY 26, 2019Recommended by Physical Services
CommitteeChairman Hill

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of FEBRUARY 2019


 MARK TESORIERO City Clerk


 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: 2/12/19

- ☐ 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 Rob Williams, 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 2019 summer season. (see attached email)

Respectfully submitted,



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

TK/mlf
Attachment

From: Rob Williams
Sent: Tuesday, January 23, 2018 11:29 AM
To: <mailto:kguynn@oswegony.org>
Cc: tressm@oswegony.org
Subject: Boat Launch Steward Permission 2018

Hello,

On behalf of the St. Lawrence Eastern Lake Ontario Partnership for Regional Invasive Species Management (SLELO PRISM) we wish to extend our gratitude for allowing us to have a Boat Launch Steward/Educator at your public boat launch during the 2017 summer season. Everything went very well and we hope you enjoyed the Annual Project Report previously sent to you.

The purpose of this correspondence is to ask your permission to once again have a Boat Launch Steward/Educator at your public launch during the upcoming season. As you are aware, this steward program places educators at public boat launches around the Lake where they greet and educate boaters about invasive species, specifically how to prevent the spread from one waterbody to another. Stewards also talk about the importance of cleaning boats and gear before launching into and when leaving the water body.

There is no cost to the municipality, we just need permission from the appropriate committee (via resolution) or authorized individual supporting the program. Should you have any questions or require additional information, please don't hesitate to contact me either by phone at 315.387.3600 Ext. 7725 or by email at rwilliams@tnc.org. On behalf of the SLELO PRISM Partnership we anxiously await your response.

Attached, please find a valid Certificate of Insurance listing the City of Oswego as an additional insured.

Sincerely,
 Rob

"Teaming Up To Stop The Spread of Invasive Species" (www.sleloinvasives.org)

Rob Williams
Invasive Species Program Coordinator
 SLELO-PRISM
rwilliams@tnc.org
 P:(315) 387-3600 Ext. 7725

The Nature Conservancy
Northern New York Office
 269 Ouderkirk Road
 Pulaski, NY 13142

The Nature Conservancy 

nature.org

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Think before you print.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

McBrearty

WHEREAS, Rob Williams, 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 2019 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 Rob Williams, 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 2019 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 DeMassi	✓		
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek	✓		
Councilor Tesoriero, Jr. ★	✓		
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 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26, 2019

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Department of Public Works

Page No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 02/06/2019

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

Fr: Office of

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

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

Re: Use of Public Space - Donation
Fort Ontario Baseball Park Facility

Dear Councilors:

Forwarded herewith is a request to use public space for a donation to the City of Oswego submitted by the Oswego Little League Organization, in order to fund, install and donate scoreboard signs, a field name sign, a new fenced in tee-ball field and a new flag pole at the Fort Ontario Baseball Park Facility.

/dma

Ordered filed and printed with the proceedings.



Oswego Little League

PO Box 5466

Oswego, NY 13126

We are trying to make vast improvements on our fields and the overall game experience for the players and fans. The improvements are as follows (corresponding to letters on maps):

- scoreboard 20' by 6'6" placed in right field of our 60/90 big field;
- scoreboard 10' by 5' to be placed in left field of 50/70 field;
- 20' by 6'6" field name sign in left field of our 60/90 big field;
- 30' FLAG POLE
- new tee ball field (there was a previous field in that same general area in past.

DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS

CONTROL CONSOLE	CONTROL OPTIONS
All Sport® 5000 (see SL-03991)	Wired (standard): One-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard 2" x 4" x 2" (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console. Wireless (optional): 2.4 GHz spread spectrum radio features 64 non-interfering channels and 8 broadcast groups (see SL-04370).

MOUNTING

Scoreboard is typically mounted on two vertical beams or poles. Hardware to mount scoreboard on two beams is included; hardware for more beams is at additional cost. Standard mounting uses I-beam clamps. Optional mounting method using angle brackets is also offered; maximum beam width is 12" (305 mm) and maximum beam depth is 22" (559 mm). Refer to attached drawings for more information on mounting methods.

SERVICE ACCESS

Digit panels and electronics are serviced from the front of the scoreboard.

GENERAL INFORMATION

Scoreboard provides scoring capabilities for two teams. 100% solid state electronics are housed in an all aluminum cabinet. Scoreboard is shipped in one section. Scoreboard power is to be provided on a dedicated circuit to prevent loss of game information due to failure of another component on the circuit. Specifications and pricing are subject to change without notice.

OPTIONS & ACCESSORIES

- Scoreboard border striping
- Multiple caption and striping colors (see [DD2101644](#))
- Team name caption in place of HOME *
- Team names on changeable panels *
- Programmable Team Name Message Centers (see [DD1696958](#))
- Two 2'-1" (635 mm) tall x 2'-7" (787 mm) wide logo/sponsor areas. Copy is applied to the display face.
- Individual digit protective screens (see [SL-04939](#))
- Protective netting (see [DD2690927](#))
- Optional angle bracket mounting method
- Advertising/identification panels
- Decorative accents
- Electronic message centers and video displays in multiple sizes

* Not available with TNMCs

ADVERTISING/IDENTIFICATION PANELS

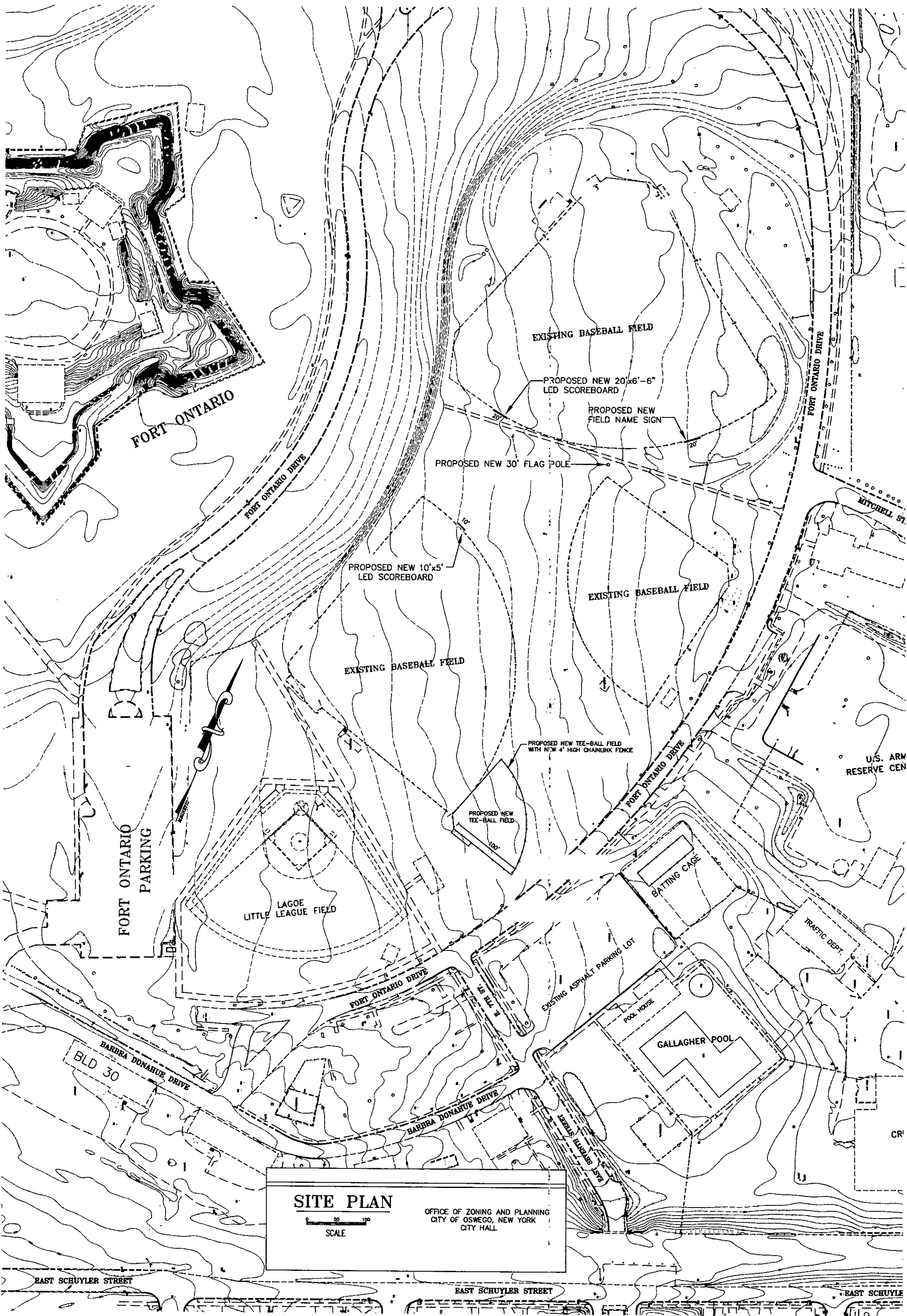
Backlit & Non-Backlit:

- 1'-6" H x 20'-0" W (457 mm, 6.10 m)
- 2'-0" H x 20'-0" W (610 mm, 6.10 m)
- 2'-6" H x 20'-0" W (762 mm, 6.10 m)
- 3'-0" H x 20'-0" W (914 mm, 6.10 m)

For additional non-backlit panel sizes, see [SL-03761](#).

FOR ADDITIONAL INFORMATION

- Installation Specifications: DWG-1157190 (attached)
- Standard I-beam Mounting: DWG-1052565 (attached)
- LVX I-Beam Mounting: DWG-3918361 (attached)
- Optional Pole Mounting: DWG-1048184 (attached)
- Component Locations: DWG-1125034 (attached)
- Architectural Specifications: See [DD2467060](#)



SITE PLAN



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

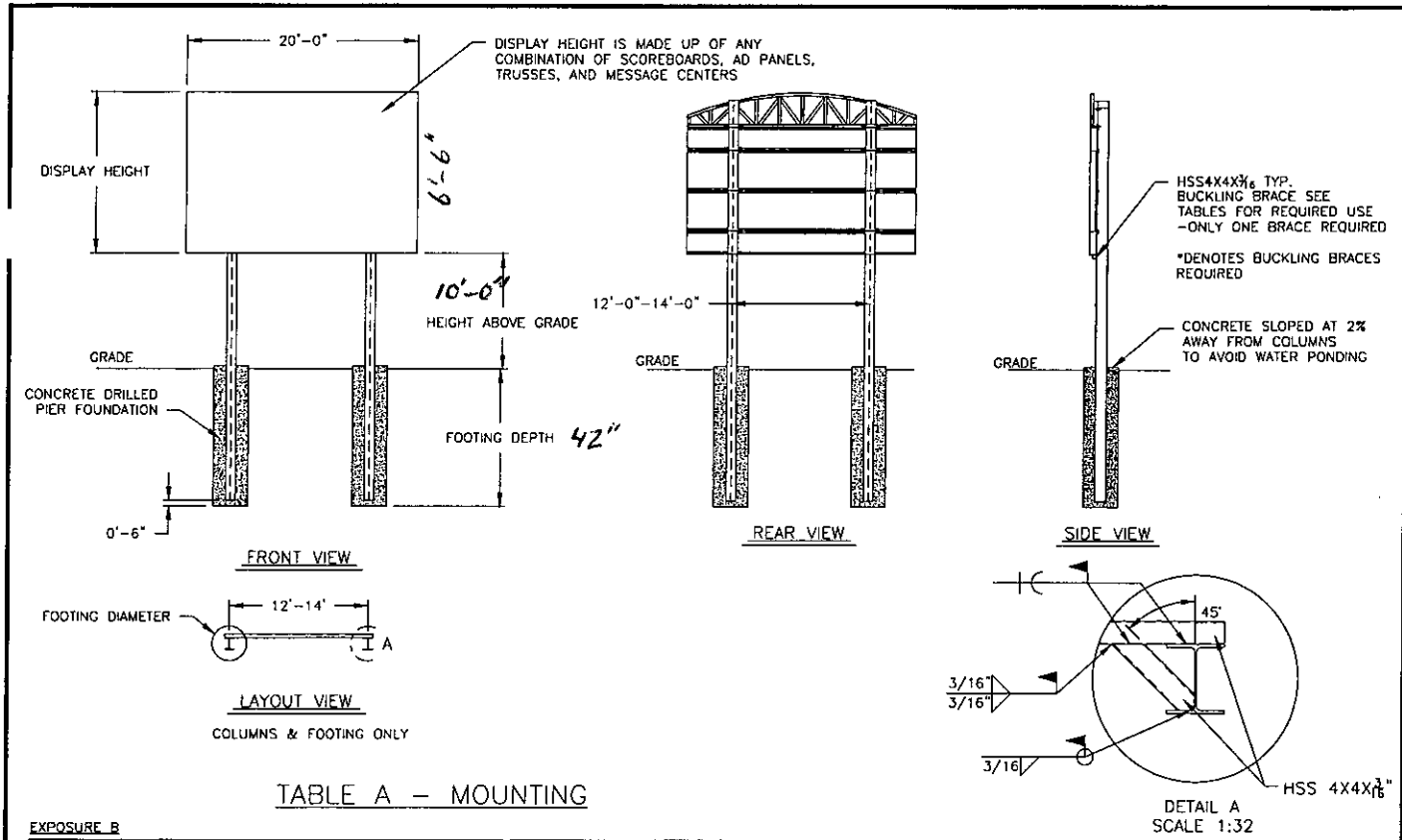


TABLE A - MOUNTING

EXPOSURE B						EXPOSURE B					
HEIGHT ABOVE GRADE = 10'						HEIGHT ABOVE GRADE = 15'					
DISPLAY HEIGHT (FT)		DESIGN WIND VELOCITY				DISPLAY HEIGHT (FT)		DESIGN WIND VELOCITY			
		115 MPH	130 MPH	150 MPH	170 MPH			115 MPH	130 MPH	150 MPH	170 MPH
8	COLUMN FOOTING	W8X24 2.0'X8.5'	W8x28 2.0'X9.5'	W8X31 2.0'X10.5'	W12X26* 3.0'X9.5'	8	COLUMN FOOTING	W10X26* 2.0'X9.5'	W10X30* 2.0'X10.5'	W14x34* 3.0'X10.0'	W12X40* 3.0'X11.0'
10	COLUMN FOOTING	W8X31 2.0'X9.5'	W10X26 2.0'X10.5'	W12X26* 3.0'X10.0'	W14X34* 3.0'X11.0'	10	COLUMN FOOTING	W12X30* 3.0'X9.0'	W14x34* 3.0'X10.0'	W12X40* 3.0'X11.0'	W16X45* 3.0'X12.0'
12	COLUMN FOOTING	W10X26* 2.0'X10.5'	W12X26* 3.0'X10.0'	W14X34* 3.0'X11.0'	W16X40* 3.0'X12.0'	12	COLUMN FOOTING	W14X30* 3.0'X10.0'	W12X40* 3.0'X11.0'	W14X43* 3.0'X12.0'	W21X48* 3.0'X13.5'
14	COLUMN FOOTING	W12X26* 3.0'X9.5'	W14X34* 3.0'X10.5'	W16X40* 3.0'X12.0'	W21X44* 3.0'X13.5'	14	COLUMN FOOTING	W14X34* 3.0'X10.5'	W16X40* 3.0'X11.5'	W21X48* 3.0'X13.5'	W21X55* 3.0'X15.5'
16	COLUMN FOOTING	W14X30* 3.0'X10.5'	W18X35* 3.0'X11.5'	W16X40* 3.0'X13.0'	W21X48* 3.0'X15.0'	16	COLUMN FOOTING	W16X40* 3.0'X11.5'	W21X48* 4.0'X11.0'	W18X55* 3.0'X14.5'	W21X68* 4.0'X14.5'
18	COLUMN FOOTING	W14X34* 3.0'X11.0'	W16X40* 3.0'X12.0'	W21X48* 3.0'X14.0'	W18X55* 3.0'X16.5'	18	COLUMN FOOTING	W14X48* 3.0'X12.0'	W21X48* 4.0'X12.0'	W21X55* 4.0'X13.5'	W24X68* 4.0'X16.0'
20	COLUMN FOOTING	W16X36* 3.0'X11.5'	W21X44* 3.0'X13.0'	W21X48* 3.0'X15.5'	W21X62* 3.0'X18.5'	20	COLUMN FOOTING	W21X48* 3.0'X13.0'	W21X55* 4.0'X12.5'	W24X68* 4.0'X15.0'	W24X76* 4.0'X17.5'

FOOTING DIMENSIONS = DIAMETER X DEPTH

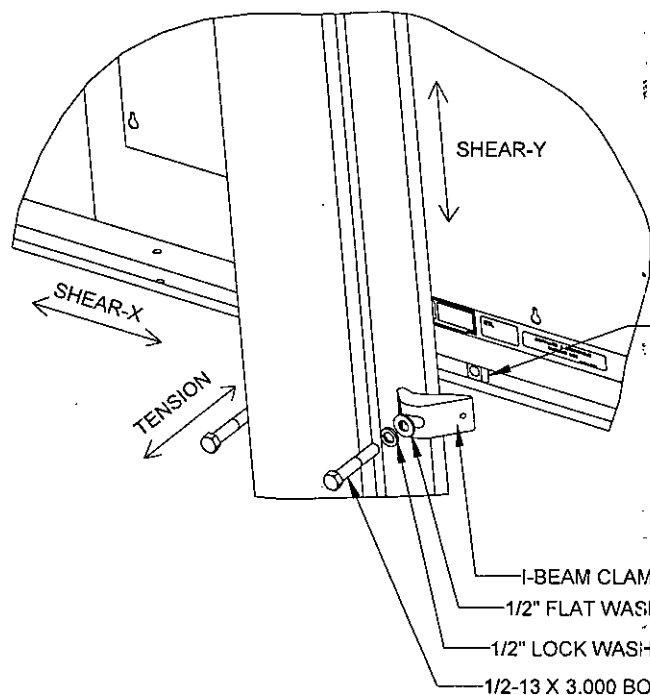
EXPOSURE C					EXPOSURE C				
HEIGHT ABOVE GRADE = 10'					HEIGHT ABOVE GRADE = 15'				
DISPLAY HEIGHT (FT)		DESIGN WIND VELOCITY			DISPLAY HEIGHT (FT)		DESIGN WIND VELOCITY		
		115 MPH	140 MPH				115 MPH	140 MPH	
8	COLUMN	W12X30	W14X38		8	COLUMN	W10X39	W10X49	
	FOOTING	3.0'X8.5'	3.0'X10.0'			FOOTING	3.0'X9.5'	3.0'X11.0'	
10	COLUMN	W14X38	W14X43		10	COLUMN	W10X49	W12X53	
	FOOTING	3.0'X9.5'	3.0'X11.0'			FOOTING	3.0'X10.5'	3.0'X12.0'	
12	COLUMN	W14X43	W12X53		12	COLUMN	W14X43*	W18X55*	
	FOOTING	3.0'X10.0'	3.0'X12.0'			FOOTING	3.0'X11.0'	3.0'X13.5'	
14	COLUMN	W10X49	W12X58		14	COLUMN	W21X48*	W21X62*	
	FOOTING	3.0'X11.0'	3.0'X13.0'			FOOTING	4.0'X11.0'	4.0'X12.5'	
16	COLUMN	W16X40*	W21X48*		16	COLUMN	W18X55*	W16X67*	
	FOOTING	3.0'X12.0'	3.0'X14.5'			FOOTING	3.0'X13.0'	3.0'X16.5'	
18	COLUMN	W21X44*	W21X55*		18	COLUMN	W21X62*	W24X68*	
	FOOTING	4.0'X11.0'	4.0'X14.0'			FOOTING	3.0'X14.5'	4.0'X15.5'	
20	COLUMN	W21X48*	W21X62*		20	COLUMN	W16X67*	W24X84*	
	FOOTING	4.0'X12.0'	4.0'X15.0'			FOOTING	3.0'X15.5'	4.0'X16.5'	

FOOTING DIMENSIONS = DIAMETER X DEPTH

- NOTES:
1. FOOTING AND COLUMN SIZES ARE SUGGESTIONS ONLY, PROVIDED TO ASSIST WITH ESTIMATING INSTALLATION COSTS AND ARE NOT INTENDED FOR CONSTRUCTION PURPOSES. THE DESIGN MUST BE CERTIFIED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE INSTALLATION BEFORE THEY CAN BE USED FOR FABRICATION OR ERECTION.
 2. INTERNATIONAL BUILDING CODE 2012 USED IN DESIGN OF COLUMNS AND FOOTINGS WITH IMPORTANCE FACTOR=1, $K_z=1.0$, $K_d=0.85$, $G=0.85$. SEISMIC DESIGN WAS NOT CONSIDERED.
 3. FOOTING DIMENSIONS ARE BASED ON ASSUMED SOIL CLASS 4 (ALLOWABLE LATERAL BEARING PRESSURE OF 150 psi).
 4. STRUCTURAL STEEL IS GRADE A992 (50 ksi) STEEL. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2500 psi.
 5. THE AVERAGE DISPLAY WEIGHT FOR A LAYOUT CAN NOT EXCEED 8 PSF.
 6. DAKTRONICS INC. IS NOT RESPONSIBLE FOR STRUCTURES DESIGNED AND INSTALLED BY OTHERS.
 7. LOCAL BUILDING OFFICIALS SHOULD BE CONTACTED TO DETERMINE THE WIND SPEED AND EXPOSURE CATEGORY FOR THE PROPOSED SIGN LOCATION. THE EXPOSURE CATEGORY C IS DEFINED AS:
EXPOSURE B - URBAN AND SUBURBAN AREAS, OR OTHER TERRAIN WITH NUMEROUS SPACED OBSTRUCTIONS HAVING THE SIZE OF SINGLE-FAMILY DWELLINGS OR LARGER. THESE CONDITIONS MUST PREVAIL FOR A DISTANCE FROM THE SIGN OF AT LEAST 2,600 FT OR 20 TIMES THE SIGN HEIGHT, WHICHEVER IS GREATER.
EXPOSURE C - OPEN TERRAIN WITH SCATTERED OBSTRUCTIONS HAVING HEIGHTS GENERALLY LESS THAN 30 FT. THIS CATEGORY INCLUDES FLAT OPEN COUNTRY, GRASSLANDS, AND ALL WATER SURFACES IN HURRICANE PRONE REGIONS.
 8. FOR SPECIFIC PRODUCT DETAILS ON WEIGHT, MOUNTING, ETC. REFER TO THE INDIVIDUAL PRODUCT SPECIFICATION SHEETS.

NOTE:
-REFER TO NOTE 7 FOR EXPOSURE CATEGORY DEFINITIONS.

DAKTRONICS, INC. BROOKINGS, SD 57006		THE CONCEPTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND PROPRIETARY. DO NOT REPRODUCE BY ANY MEANS WITHOUT THE EXPRESSED WRITTEN CONSENT OF DAKTRONICS, INC. COPYRIGHT 2011 DAKTRONICS, INC.	
		DO NOT SCALE DRAWING	
PROJ: OUTDOOR SCOREBOARD INSTALLATION			
TITLE: 20' WIDTH SCOREBOARD INSTALLATION SPECS			
DESIGN: RSCHWAR		DRAWN: RSCHWAR	
SCALE: 1/16"=1'		DATE: 27 NOV 13	
REV 02	DATE: 20 OCT 15	BY: AMP	DATE: 27 NOV 13
REV 01	DATE: 23 JUL 14	BY: TJT	DATE: 27 NOV 13
UPDATED WIDE FLANGE SIZES UPDATED FOUNDATION SIZES NOTED WHICH DISPLAYS NEEDED BRACE		UPDATED CLAMPS IN REAR AND SIDE VIEWS AND ADDED 170 MPH WIND SPEC COLUMN	
SHEET		REV	JOB NO:
02		P1647	FUNC-TYPE-SIZE
1157190		E-10-A	



EXPLODED REAR ISOMETRIC VIEW

STANDARD MOUNTING METHOD

MOUNTING INSTRUCTIONS:

1. PLACE SPRING NUTS INTO SCOREBOARD CHANNEL IN APPROXIMATE LOCATION OF VERTICAL BEAMS
2. LIFT SCOREBOARD INTO POSITION
3. MAKE SURE THE 1/2-13 BOLTS ARE AS CLOSE TO THE I-BEAM FLANGES AS POSSIBLE
4. WHEN SCOREBOARD IS ADJUSTED TO FINAL DESIRED POSITION, TIGHTEN BOLTS FIRMLY
5. IF FLANGE THICKNESS IS MORE THAN 3/4" THICK LONGER BOLTS WILL BE REQUIRED AT THE CUSTOMER'S EXPENSE.

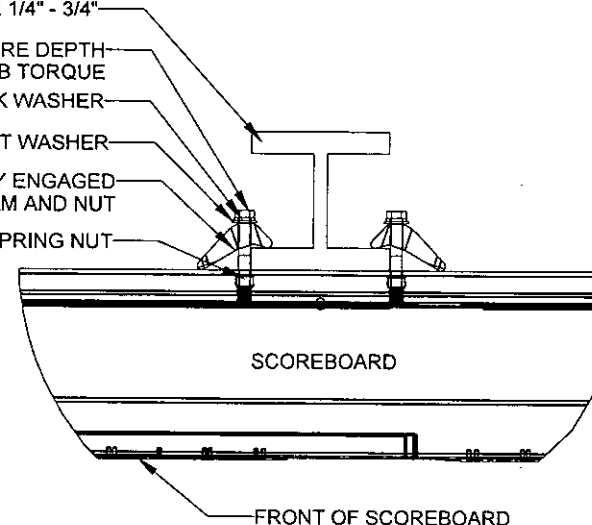
VERTICAL BEAM - FLANGE THICKNESS MUST BE 1/4" - 3/4"
1/2-13 X 3.000 BOLT - BOLT THREAD MUST ENGAGE ENTIRE DEPTH OF SPRING NUT. BOLT MUST BE TIGHTENED TO 40FT-LB TORQUE

1/2" LOCK WASHER

1/2" FLAT WASHER

I-BEAM CLAMP - ASSURE CLAMP IS TIGHTLY ENGAGED TO I-BEAM AND NUT

SPRING NUT



TOP VIEW

SPRING NUT
CRITICAL
MAKE SURE SPRING NUT IS TURNED TO VERTICAL POSITION INSIDE SCOREBOARD CHANNEL

I-BEAM CLAMP

1/2" FLAT WASHER

1/2" LOCK WASHER

1/2-13 X 3.000 BOLT

CRITICAL

DO NOT USE ANY LUBRICANT ON ANY MOUNTING HARDWARE OR WARRANTY WILL BE VOIDED

STRUCTURAL NOTES

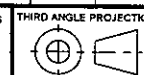
ALLOWABLE CAPACITY PER EACH CLAMP:
SHEAR = 160 LBS
TENSION = 2300 LBS

SHEAR AND TENSION LOAD DIRECTION ARE AS INDICATED ON REAR ISOMETRIC VIEW

05	22 DEC 15	PER EC-22871; ADDED LUBRICANT NOTE	PJS 18704
04	06 JAN 14	ADDED ALLOWABLE TENSION AND SHEAR CAPACITY DETAILS	JAVA
03	23 OCT 13	PER EC-12382; CHANGED BOLT TORQUE FROM 30 FT-LB TO 40 FT-LB	NJM
02	07 MAR 12	ADDED STANDARD MOUNTING METHODS NOTES	KDD
01	21 FEB 12	CHANGED ROCKER TO I-BEAM	KDD
REV	DATE:		BY:



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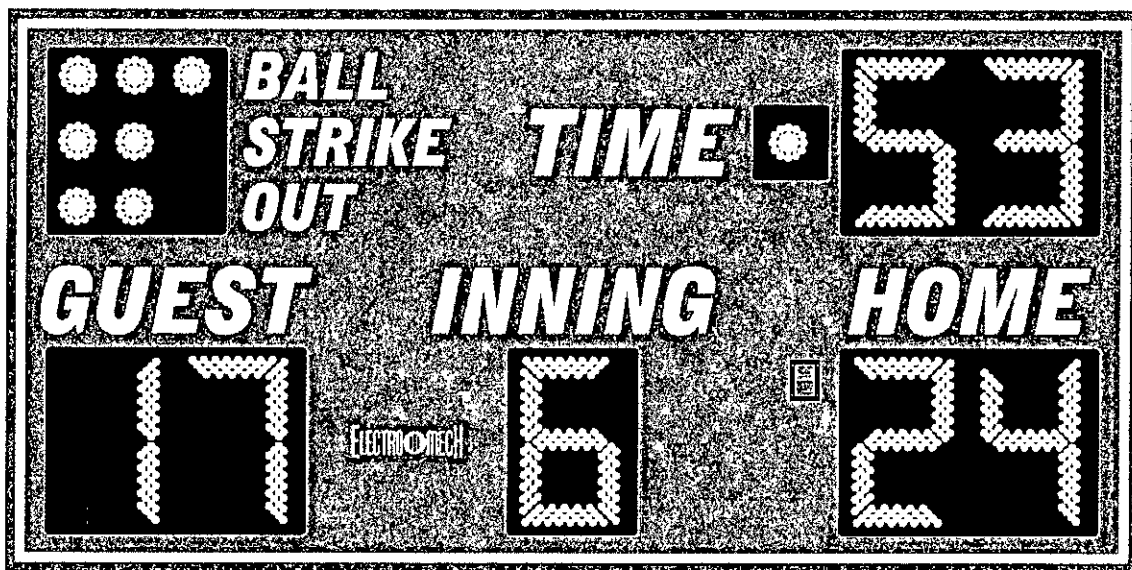
PROJECT: OUTDOOR SCOREBOARD			
TITLE: P1647; I-BEAM CLAMP MOUNTING			
DATE: 22-DEC-15	DIM UNITS: INCHES (MILLIMETERS)		SHEET 1 OF 1
SCALE: 1/8	DO NOT SCALE DRAWING		REV 05
DESIGN: MCARSRU	JOB NO. P1647	FUNC - TYPE - SIZE E - 07 - A	1052565
DRAWN: MCARSRU			

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Baseball Scoreboard

Model LX1340

Product Guide



ELECTRO-MECH
SCOREBOARD COMPANY

72 Industrial Boulevard
Wrightsville, GA 31096
Phone: (800) 445-7843
Fax: (800) 864-0212
www.electro-mech.com

Scoreboard Installation

One of the items listed below must be purchased from Electro-Mech in order to complete the installation:

- Data cable (length dependent upon installation site layout)
- ScoreLink wireless communication system

Items not provided by Electro-Mech that are necessary for installation:

- Two posts
- Power cable to connect the scoreboard to the power source
- Grounding hardware
- A grounded NEMA 5-15R 120 VAC receptacle for the control console at the scorekeeper's table
- A weatherproof power disconnect at the scoreboard

Please consult national and local codes before beginning your installation. Electronic signs such as scoreboards can be subject to restrictions in some areas. Electro-Mech will provide technical support to answer your installation questions and cooperate with the people involved in your installation process. Qualified personnel should perform the scoreboard installation.

Mechanical Installation

Mechanical installation includes erecting posts and attaching the scoreboard and ID panel cabinets to the posts.

Post Installation

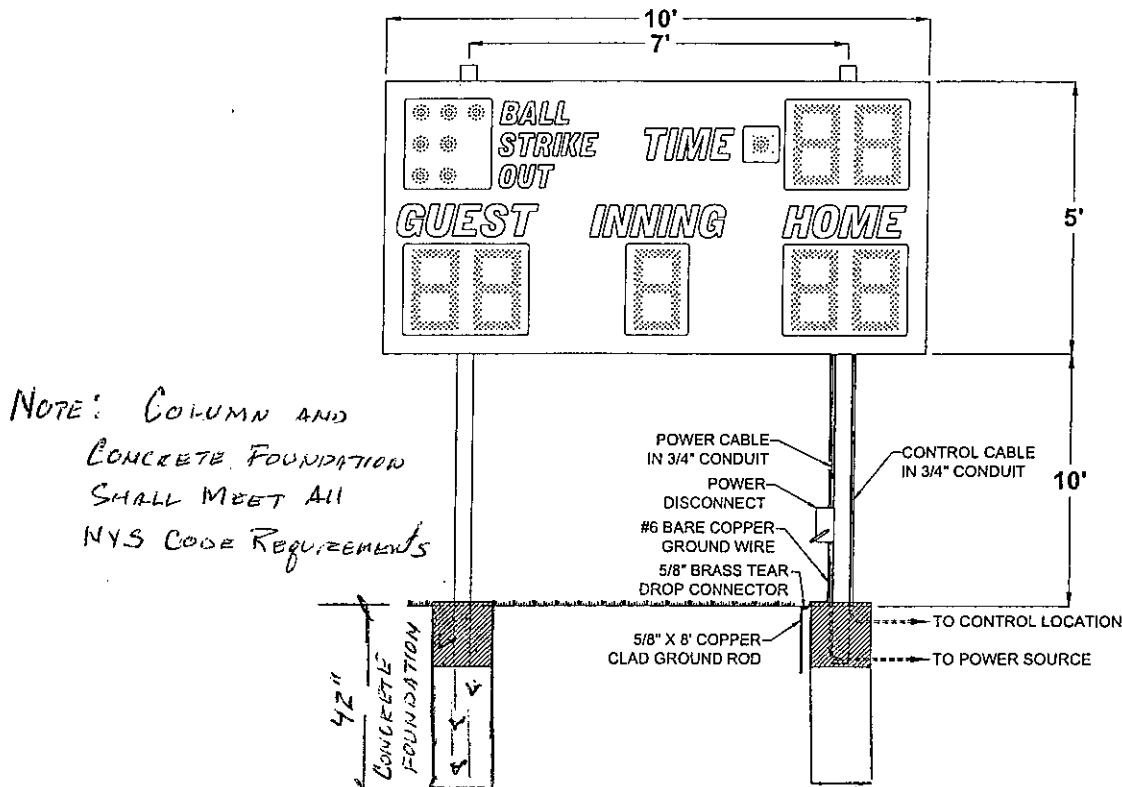
In its standard configuration, the scoreboard cabinet mounts on two posts. Typically installers use steel pipes or I-beams as mounting posts. The mounting hardware provided with this scoreboard will accommodate posts up to 4-1/2 inches in diameter. When the scoreboard cabinet includes two side ID panels, it ships with larger mounting hardware that will accommodate 7-inch diameter posts.

In order to reduce glare from the sun on the front of the scoreboard, position the posts to angle the scoreboard face away from the afternoon sun. Sink the posts in concrete footings. The specifications for posts and footings are dependent upon factors such as the expected local wind and soil conditions, the height of the scoreboard from the ground, and local building codes.

The illustrations on the following pages show how the posts are spaced for a few typical configurations of this scoreboard. Please contact the factory to verify the post size and spacing for your particular package before beginning installation.

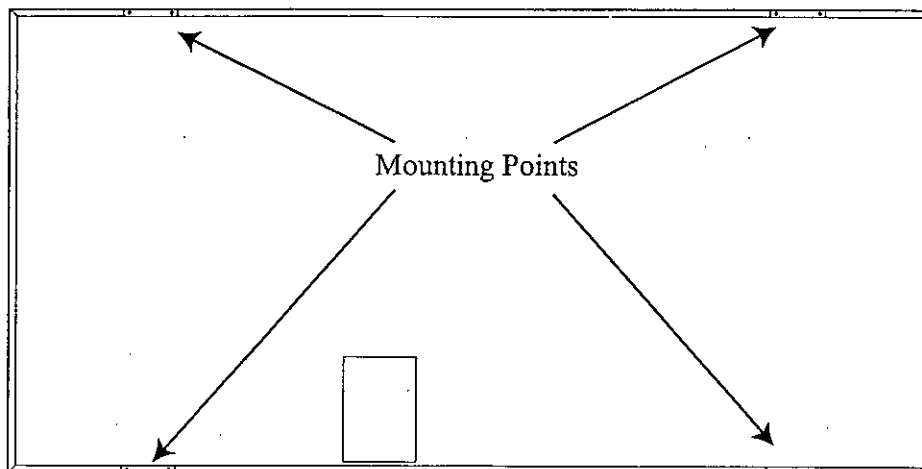
74

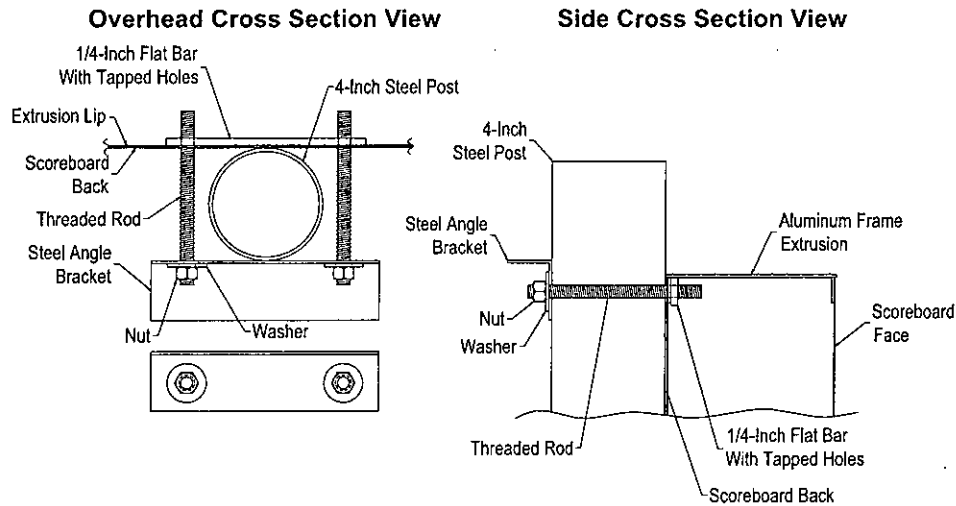
LX1340 Standard Post Spacing



Mounting Hardware

The back of the scoreboard is attached to the posts at four points as shown below. Four sets of mounting hardware are provided to attach the scoreboard to the posts at these points. Additional hardware sets are provided to attach the optional ID panels, if ordered. A single set of mounting hardware consists of a steel angle bracket, two threaded rods, two washers, and two nuts. On the following page is an illustration of an overhead cross section view and a side cross section view of the scoreboard attached to a post at a mounting point. A steel bar is riveted to the scoreboard's aluminum extrusion frame. The bar has two tapped holes. The threaded rods screw into these tapped holes. The washers and nuts are used to clamp the steel angle bracket against the steel post and hold the scoreboard in place.





Standard Mounting Method

Note: If you've purchased an ID panel to be mounted above the scoreboard, it will be easier to raise it into position first. Use the same technique described below.

The following steps describe how to mount the scoreboard on the posts:

1. Place the back of the scoreboard cabinet against the posts on the ground. Make sure the mounting points are aligned with the posts.
2. Screw the threaded rods into the tapped holes in the scoreboard.
3. Place a steel angle bracket over the threaded rods at one of the mounting points.
4. Place a washer over each threaded rod.
5. Screw the nuts onto the threaded rods so that the bracket is loosely held in place.
6. Repeat steps 3 - 5 at the other mounting points.
7. Raise scoreboard into place and tighten nuts to clamp the back of the scoreboard against the posts.

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Shop by Category

30' Pole

Your shopping cart is empty.

[Home](#) > Telescoping Flagpole Installation

Telescoping Flagpole Installation

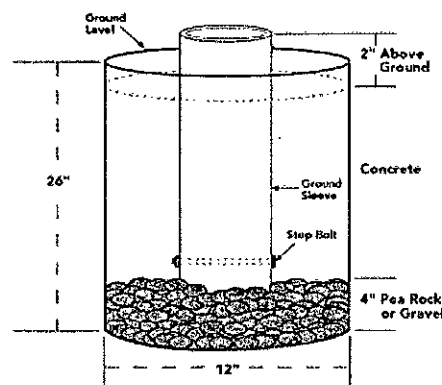
Materials and Tools Required for Installation Not Supplied:

- 3 - 40lb Bags of Cement(Standard or Quick Drying)
- Tape Measure or Yardstick
- Level
- 20lbs of Pea Rock or Gravel
- Container for Mixing Cement
- 1 Roll Masking Tape
- 1- Assistant

Ground Sleeve Installation Steps:

STEP 1 - Read the instructions completely before starting and verify you have the materials and tools listed above.

STEP 2 - Select a good location for placing your flagpole, check and make sure there are no power lines above or below ground.



STEP 3 - Dig a hole 12" in diameter and 26" deep in firm or heavy soil. A

larger hole maybe necessary in loose or sandy soil.

STEP 4 - Place the pea rock or gravel in the bottom of the hole and level to a depth of approximately 4". The pea rock or gravel will help with drainage.

STEP 5 - Install the ¼" stop bolt in the ground sleeve then install the nut. Tighten nut so that the bolt is not clamping down to tight on the ground sleeve. Check by slipping the ground sleeve onto the flagpole and make sure the sleeve moves freely up and down and can make contact with the bolt.

STEP 6 - Place ground sleeve in the center of the hole and lay the level on the ground across the hole next to the ground sleeve. You should have 2" of the ground sleeve above ground level. If not remove ground sleeve and add or remove pea rock or gravel as needed to obtain the 2" measurement above the ground level.

STEP 7 - Install flagpole into the ground sleeve. Using the masking tape, tape the first 2" of the ground sleeve and 10" of the bottom of the flagpole. This will keep the concrete from making contact with the exposed ground sleeve and the flagpole in the next step.

STEP 8 - Pour concrete into mixing container and the mix as directed.

STEP 9 - Have your assistant hold the flagpole in the center of the hole and use the level to check the flagpole's alignment. Now pour the concrete into the hole until it is level with the ground and the tape on the ground sleeve. Check two locations on the pole 90 degrees apart with the level to insure the pole is straight up and down. Allow concrete to set before removing pole from the ground sleeve.

STEP 10 - Let concrete harden according to the manufacture's requirements. We recommend placing a warning flag or some object by the ground sleeve. This will protect the ground sleeve from being disturbed as well as eliminate the chances of personal injury while the cement hardens. Remove masking tape.

Note: There is a ground sleeve cap that should be used whenever the flagpole is removed from the ground sleeve. This keeps foreign objects from entering the ground sleeve.

Video Instructions

Heagerty

FAMILY FOUNDATION FEILD

20'-0"

PROPOSED FIELD NAME SIGN

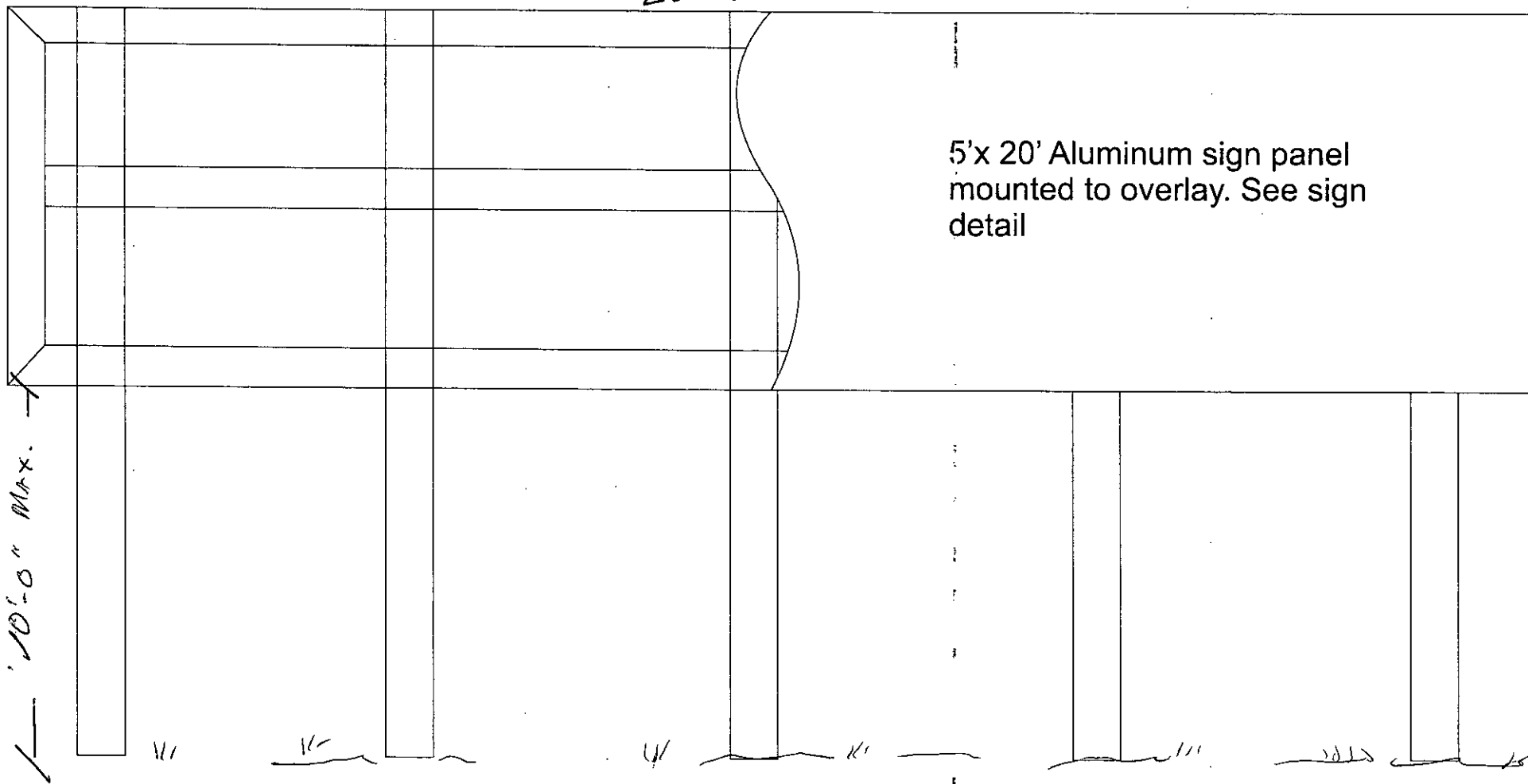
SIGN 5' x 20'

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2"x 6" frame

Treated 3/4" overlay panels

20'-0"



5'x 20' Aluminum sign panel
mounted to overlay. See sign
detail

5'-0"

6"x 6" posts / 5' in ground

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor DeMassi

WHEREAS, the City of Oswego owns and maintains baseball fields at the Fort Ontario Baseball Park Facility; and,

WHEREAS, the Oswego Little League Organization proposes to fund, install and donate to the City; scoreboard signs, a field name sign, a new fenced in tee-ball field and a new thirty foot (30') flag pole; and

WHEREAS, the Little League Organization proposes the installation of a new twenty foot by six foot six inch (20'x6'-6") scoreboard and a new twenty foot by six foot six inch (20'x6'-6") name sign in the existing Main Diamond at the northeast end of the Fort Ontario Baseball Park Facility; and

WHEREAS, the Oswego Little League Organization proposes a new ten foot by five foot (10'x5') scoreboard sign to be installed for the existing Babe Ruth Field, and

WHEREAS, the Oswego Little League Organization proposes to construct a new fenced in tee-ball field adjacent to the Babe Ruth Field; and

WHEREAS, the Oswego Little League Organization proposes to install a centrally located thirty foot (30') high aluminum flag pole; and

WHEREAS, the Oswego Little League Organization shall obtain all required permits and electrical inspections for the proposed project, and

WHEREAS, the City shall waive all required permit fees, and

WHEREAS, the Oswego Little League Organization shall fund any Electrical Inspection Services required, and

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

RESOLVED, that permission is hereby granted to the Oswego Little League Organization, for the use of public space for the donation of scoreboard signs, field name sign, new fenced in tee-ball field and a new flag pole at the Main Diamond and Babe Ruth Field located at the Fort Ontario Baseball Park Facility; and, be it further

RESOLVED, that Oswego Little League Organization 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 City of Oswego gratefully accepts the donation of scoreboard signs, field name sign, fenced in tee-ball field and new flag pole at the Fort Ontario Baseball Park Facility from the Oswego Little League Organization.

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

ADOPTED LOST

Recommended by Physical Services
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Engineering/DMA

Page No. _____

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: February 19, 2019

- ☒ 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:

The City Clerk's Office has received a request from Tractor Supply Co. for a waiver of Chapter 63, Section 63-7(D) of the City Code in order to sell less than the minimum quantity of 25 chicks and ducklings to a single purchaser.

Thank you for your time and consideration.

75

City of Oswego, NY
Tuesday, February 12, 2019

Chapter 63. Animals

Article I. Dogs and Other Animals

§ 63-7. Animal care.

- A. No owner shall fail to provide his animal with sufficient good and wholesome water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment.
- B. No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- C. No owner of an animal shall abandon such animal.
- D. Chickens or ducklings younger than eight months of age may not be sold in quantities of less than 25 to a single purchaser.
- E. No person shall give away any live animal, fish, reptile or bird as an inducement to enter any contest, game or other competition or an inducement to enter a place of amusement or offer such vertebrate as an incentive to enter any business agreement whereby the offer was for the purpose of attracting trade.
- F. Any person who, as the operator of a motor vehicle, strikes a domestic animal or cat shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner. In the event that the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency.
- G. No owner or person having the care of any domestic fowls or any goats, sheep, swine, horses, oxen, cows or other grazing animal shall permit or suffer the same or any of them to go at large or to graze on any street, public ground, park or square of this City.
- H. No person, association or corporation shall possess, keep or harbor any swine or geese within the corporate limits of the City of Oswego, except when the lands whereon they are harbored are assessed as farming lands on the general City tax rolls.



Tractor Supply Company
Lacey Mangrum
lmangrum@tractorsupply.com

February 8, 2019

Via Email To:
Tress McDaid
Tressm@owsego.org

RE: Request Letter - Tractor Supply Company Store # 712, Oswego, NY - Chick and Duckling Sales

Tress:

Please consider this letter Tractor Supply Company's formal request for permission to sell chicks and ducklings younger than eight months of age in lots of no less than 6, as opposed to 25, per customer transaction during our 2019 Chick Days Events.

According to Oswego Code § 63-7, chickens or ducklings under eight months of age must be sold in quantities of 25 or more to a single purchaser. However, under New York Agriculture and Markets Law Article 26 § 354, baby chicks and ducklings under two months of age may not be sold in quantities less than six.

Considering this, Tractor Supply Company is formally requesting permission from the City Council to sell chicks and ducklings younger than eight months old at our Oswego, NY location in lots of no less than 6, opposed to 25, per customer transaction during our 2019 Chick Days Events. These events will begin in late February and continue through May 1st for Spring, and late July through late September for Fall.

Your time and consideration of our request is greatly appreciated. Please advise if additional information is needed.

Thank You,

Lacey Mangrum
Lacey Mangrum
Product Compliance Analyst
Tractor Supply Company

5401 Virginia Way, Brentwood, TN 37027

Email: lmangrum@tractorsupply.com

Phone: 615.440.4835

Fax: 615.484.4835

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor DeMassi

WHEREAS, Chapter 63, Section 63-7(D) of the City of Oswego Code states that chickens and ducklings younger than eight months of age may not be sold in quantities of less than 25 to a single purchaser, and

WHEREAS, the City Clerk's Office has received a request from Tractor Supply Co. to sell baby chicks and ducklings in quantities of not less than 6 to a single purchaser, which is the amount allowed by New York State Law, now, therefore, be it

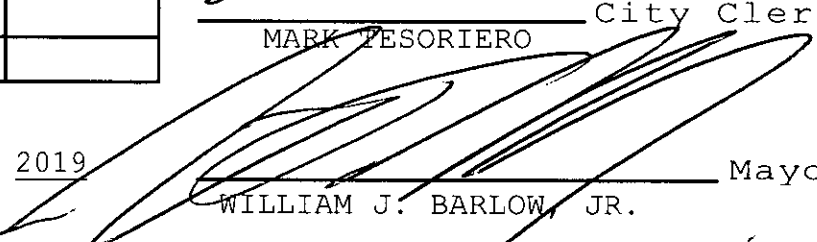
RESOLVED, that the Common Council grants Tractor Supply Co. permission to sell baby chicks and ducklings in quantities of not less than 6 to a single purchaser for the Year 2019.

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

ADOPTED LOST

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

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019


 MARK TESORIERO City Clerk
Approved February 26 2019

 WILLIAM J. BARLOW, JR. Mayor
Resolution prepared by City Clerk's OfficePage No. 1

LOCAL LAW NO. 1 OF THE YEAR 2019

A Local Law Amending Local Law No. 1 of the Year 1995 – A Local Law Providing for Partial Exemption of Water Rents and of Taxation of Property of Parties Over Sixty-five Years of Age Whose Income of Less than \$25,000.00.

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

Section 1. The Code of the City of Oswego, New York, Chapter 224, Taxation, Section 224-18, Partial exemption granted; conditions; penalties. and Section 224-19, Partial exemptions for water rents., are hereby amended as follows:

AMEND:

§ 224-18 Partial exemption granted; conditions; penalties.

Real Property owned by one or more persons, each of whom is 65 years of age or over, or real property owned by a husband and wife or by siblings, one of whom is 65 years of age or over, shall be partially exempt from taxation by the City of Oswego in which the property is located according to the following:

- A. If the income of the owner or the combined income of the owners of the property, for the income tax year immediately preceding the date of making application for exemption does not exceed the following levels as provided by § 467 of the Real Property Tax Law:

Annual Income	Assessed Valuation Exempt From Taxation
\$22,500 or less	50%
More than \$22,501, but less than \$23,500	45%
\$23,501 or more, but less than \$24,500	40%
\$24,501 or more, but less than \$25,500	35%
\$25,501 or more, but less than \$26,500	30%
\$26,501 or more, but less than \$27,500	25%
\$27,501 or more, but less than \$28,500	20%
\$28,501 or more, but less than \$29,500	15%
\$29,501 or more, but less than \$30,500	10%

- B. Income tax year shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the calendar year.
- C. Where the title is vested in either the husband or wife, their combined income may not exceed such sum, except as provided in § 467 of the New York Real Property Tax Law.
- D. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, not rental income, salary or earnings and net income from self-employment, but shall not include return of capital, gifts or inheritances or moneys earned through employment in the federal foster grandparent program. In computing net rental income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income.
- E. Except as in otherwise provided in § 467 of the New York Real Property Tax Law, the title must have been vested in the name of the owner or all of the owners of the

property for at least 24 consecutive months prior to the date of the making of the application for exemption.

- F. The property must also be used exclusively for residential purposes and be the legal residence of and occupied in whole or in part by the owner or by all the owners of the property, except as is otherwise provided in § 467 of the New York Real Property Tax Law.
- G. The application for such exemption must be made by the owner or one of the owners of the property, on a form prescribed by the State of New York, and shall furnish the required information and be properly executed and shall be filed in the Assessor's office of the City of Oswego, New York, on or before the appropriate taxable status date.
- H. Pursuant to the Real Property Tax Law § 467, Subdivision 6, at least 60 days prior to the appropriate taxable status date, the assessing authority shall mail to each person who was granted exemption pursuant to this section on the latest completed assessment roll an application form and a notice that such application must be billed on or before taxable status date and be approved in order for the exemption to be granted. The assessing authority shall, within three days of the completion and filing of the tentative assessment roll, notify by mail any applicant who has included with his application at least one self-addressed, prepaid envelope of the approval or denial of the application; provided, however, that the assessing authority shall, upon the receipt and filing of the application, send by mail notification of receipt to any applicant who has included two of such envelopes with the application. Where an applicant is entitled to a notice of denial pursuant to this subsection, such notice shall be on a form prescribed by the State Board and shall state the reasons for such denial and shall further state that the applicant may have such determination reviewed in the manner provided by law. Failure to mail any such application form or notices or the failure of such persons to receive any of the same shall not prevent the levy, collection and enforcement of the payment of the taxes on property owned by such person.
- I. Any exemption provided by this Article shall be computed after all other partial exemptions allowed by law have been subtracted from the total amount assessed.
- J. The real property tax exemption on real property owned by husband and wife, one of whom is 65 years of age or over, once granted, shall not be rescinded solely because of the death of the older spouse so long as the surviving spouse is at least 62 years of age.
- K. Any conviction of having made any willful false statement in the application for such exemption noted above shall be punishable by a fine of not more than \$100 and shall disqualify the applicant or applicants from further exemption for a period of five years.
- L. This section relating to partial exemption from taxation of property shall apply to assessment rolls prepared on the basis of the taxable status dates occurring on and after March 1, 2020.

§ 224-19 Partial exemptions for water rents.

- A. Real property owned by one or more persons, either of whom is eligible for a partial exemption of taxation of property pursuant, to the provisions of § 224-18 herein, shall be partially exempt from water rents if the income of the owner or the combined income of the owners of the property, for the income tax year immediately preceding the date of making application for exemption, does not exceed the following levels:

Annual Income	Reduction of Water Rents
\$22,500 or less	50%

More than \$22,501, but less than \$23,500	45%
\$23,501 or more, but less than \$24,500	40%
\$24,501 or more, but less than \$25,500	35%
\$25,501 or more, but less than \$26,500	30%
\$26,501 or more, but less than \$27,500	25%
\$27,501 or more, but less than \$28,500	20%
\$28,501 or more, but less than \$29,500	15%
\$29,501 or more, but less than \$30,500	10%

- B. Subsection A, relating to partial exemption from water rents, shall apply to assessment rolls prepared on the basis of the taxable status dates occurring on and after March 1, 2020.

Section 2. When Effective.

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

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Corradino

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

ADOPTED LOST

Recommended by Planning and Development
Committee

Chairman Ronald G. Tesoriero, Jr.

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

LOCAL LAW NO. 2 OF THE YEAR 2019

A Local Law Amending Local Law No. 1 of the Year 1997 – A Local Law Known as the Alternative Veteran’s Exemption Law, adopting the provisions of the Real Property Tax Law Section 458-a, as amended by Chapter 477 of the Laws of New York, 1996, in relation to the Alternative Veteran’s Exemption.

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

Section 1. The Code of the City of Oswego, New York Chapter 224, Taxation, Section 224-27 through 224-30 are hereby amended as follows:

§ 224-27 Enabling Legislation.

The New York State Legislature has adopted and the Governor has signed into law Chapter 477 of the Laws of New York, 1996, entitled, "An Act to amend the real property tax law in relation to the Alternative Veteran's Exemption and to repeal certain provisions of the real property tax law relating thereto."

§ 224-28 Purpose.

The provision of the Real Property Tax Law § 458-a, as amended, relative to the alternative veteran's exemption, shall apply to city real property taxes levied by the City of Oswego.

§ 224-29 Requirements.

- A.** The City of Oswego hereby increases the maximum exemptions allowable in paragraphs (a), (b) and (c) of Subdivision 2 of § 458-a of the Real Property Tax Law to the increased maximum exemptions allowable by Chapter 477 of the Laws of New York 1996, such that the increased maximum exemptions shall be as follows:
 - (1)** The maximum exemption allowable in paragraph (a) of Subdivision 2 of § 458-a of the Real Property Tax Law for veterans, as defined by paragraph (e) of Subdivision 1 of § 458-a of the Real Property Tax law, shall be increased from \$12,000 to \$18,000.
 - (2)** The additional maximum exemption allowable in paragraph (b) of Subdivision 2 of § 458-a of the Real Property Tax Law for veterans who served in a combat theater or combat zone of operations shall be increased from \$8,000 to \$12,000.
 - (3)** The additional maximum exemption allowable in paragraph (c) of Subdivision 2 of § 458-a of the Real Property Tax Law for veterans with a service-connected disability shall be increased from \$40,000 to \$60,000.
- B.** Such adjustments shall be made by the Assessor in the manner provided in § 458-a, Subdivision 2 of the Real Property Tax Law, and no new application need be filed by or on behalf of any owner of any currently eligible property to qualify for the increased maximum exemption.
- C.** A Gold Star Parent, as defined in Real Property Tax Law section 458-a (7)(a), shall be included in the definition of “qualified owner,” as provided in Real Property Tax Law section 458-a (1)(c) and the property owned by a Gold Star Parent shall be included within the definition of “qualifying residential real property” as set forth in Real Property Tax Law section 458-a (1)(d), provided that such real property shall be the primary residence of the Gold Star Parent.

§ 224-30 Applicability.

This article shall be applied to an assessment roll prepared on the basis of a taxable status date occurring on or after March 1, 2020.

§ 224-31 When Effective.

This Local Law shall become effective immediately upon filing with the Secretary of State.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Gosek

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

ADOPTED LOST

Recommended by Planning and Development
Committee

Chairman Ronald G. Tesoriero, Jr.

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

LOCAL LAW NO. 3 OF THE YEAR 2019

A Local Law Adding Article IX, to Chapter 224, Taxation, of the Code of the City of Oswego, New York

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

Article IX – Cold War Veterans Property Tax Exemption Act

§ 224-49. Title

This law shall be known as the “Cold War Veterans Property Tax Exemption Act.”

§ 224-50. Findings

- A. The New York State Legislature amended New York State Real Property Tax law to authorize the City of Oswego and other jurisdictions to enact a real property tax exemption for Cold War Veterans under RPTL section 458-b.
- B. The state legislation was intended to provide Cold War Veterans with a real property tax exemption similar to tax exemptions given to other war time veterans.
- C. The City of Oswego desires to extend similar tax exemptions to Cold War Veterans by this local law.
- D. Cold War Veterans served in the United States Armed Forces during the time period from September 2, 1945 to December 20, 1991.

§ 224-51. Definitions

Cold War Veteran

A person, male or female, who served on active duty, other than active duty for training, for a period of more than 365 days in the United States Armed Forces, during the time period from September 2, 1945 to December 26, 1991, was discharged or released therefrom under honorable conditions.

Armed Forces

The United States Army, Navy, Marine Corps, Air Force and Coast Guard.

Active Duty

Full-time duty in the United States Armed Forces, other than active duty for training.

Service Connected

With respect to disability or death, that such disability was incurred or aggravated, or that the death resulted from a disability incurred or aggravated, in line of duty on active military, naval or air service.

Qualified Owner

A Cold War Veteran, the spouse of a Cold War Veteran, or the unremarried surviving spouse of a deceased Cold War Veteran. Where property is owned by more than one qualified owner, the exemption to which each is entitled may be combined. Where a veteran is also an unremarried surviving spouse of a veteran, such person may also receive any exemption to which the deceased spouse was entitled.

Qualified Residential Real Property

Property owned by a qualified owner which is used exclusively for residential purposes. Provided, however, that in the event that any portion of such property is not used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation and only the remaining portion used exclusively for residential purposes shall be subject to the exemption provided by this section. Such property shall

be the primary residence of the Cold War Veteran or the unremarried surviving spouse of a Cold War Veteran; unless the Cold War Veteran or unremarried surviving spouse is absent from the property due to medical reasons or institutionalization.

Latest State Equalization Rate

The latest final equalization rate established by the State Board of Real Property Services pursuant to article twelve of New York State Real Property Tax Law.

§ 224-52. Grant of Exemption

As authorized by Real Property Tax Law section 458-b, the City of Oswego is hereby opting into the Cold War Veterans partial real property tax exemption to the extent of fifteen (15) percent of the first 80,000 dollars of assessed value on qualified residential real property.

- A. Qualified residential real property shall be exempt from taxation to the extent of fifteen (15) percent of the assessed value of such property; provided however, that such exemption shall not exceed twelve thousand dollars or the product of twelve thousand dollars multiplied by the latest state equalization rate of the assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less; and
- B. In addition to the exemption provided in this local law, where the Cold War Veteran received a compensation rating from the United States Veterans Affairs Office or from the United States Department of Defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty (50) percent of the Cold War Veteran disability rating; provided, however, that such exemption shall not exceed forty thousand dollars, or the product of forty thousand dollars multiplied by the latest state equalization rate for the assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less.

§ 224-53. Limitations

- A. The exemption from taxation provided by this subdivision shall be applicable to City of Oswego *ad valorem* taxes, but shall not be applicable to taxes levied for school purposes.
- B. If a Cold War Veteran receives an exemption under section 458 or 458-b of the New York State Real Property Tax Law, the Cold War Veteran shall not be eligible to receive the exemption provided by this local law.
- C. The exemption authorized by this Local Law shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to any limitations.
- D. Application for exemption shall be made by the owner, or all of the owners of the property on a form prescribed by the state subject to the terms and conditions set forth in Real Property Tax Law section 458-b.
- E. This law may be repealed by the City of Oswego. Any such repeal shall occur at least ninety (90) days prior to the taxable status date of the City of Oswego.
- F. The partial exemption authorized in this local law shall apply to assessment rolls prepared on the basis of the taxable status dates occurring on or after March 1, 2020.

§ 224-54. Severability

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its

application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 224-55. Effective Date

This local law shall be effective upon its adoption and filing with the Secretary of State pursuant to the applicable provisions of the Municipal Home Rule Law.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor MCBrearty

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

ADOPTED LOST

Recommended by Planning and Development
Committee

Chairman Ronald G. Tesoriero, Jr.

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: February 19, 2019

- ☒ 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 |

Blight Reduction Loan Program

[Combatting Zombie Properties in the City of Oswego]

Mayor Billy Barlow seeks favorable consideration from the Common Council as he introduces a proposed piece of legislation that he believes may be the most effective code enforcement measure yet to address vacant and blighted property in the City of Oswego. The legislation would allow the City of Oswego to repair property cited for exterior code violations and bring the property back into compliance with City rules and laws. The cost associated with the repair work would be charged to the property owner's tax bill with a surcharge and interest, allowing the City to establish a revolving loan repair fund to administer and continue the program with no additional cost to City taxpayers. The City of Oswego will utilize \$44,000 from a New York State grant to start the program.

The Blight Reduction Loan Program will be incorporated in Chapter 85 in the City Code, which addresses vacant buildings. This program will allow the City to hire a private contractor to complete the repair work on the property and once the fund is established, the associated charges will allow the City to continue the program without cost to City taxpayers. The repair fund will allow the City to better enforce its existing laws and authorize our code enforcement office to work quickly to remedy issues in our neighborhoods and provide immediate relief to homeowners who care for their homes and maintain their property, but often fall victim to a neighboring property or rental unit that is not maintained and negatively affects residents' quality of life.

In 2016, the City of Oswego was awarded a \$150,000 grant from the NYS Attorney General's Office and its Zombie Remediation and Prevention Initiative to begin the revolving loan repair fund and implement other programs and initiatives to reduce neighborhood blight and address vacant and blighted property. To address the issue of blighted and abandoned property in the long term, Mayor Barlow further proposes to create a citywide vacant property registry and upgrade software and technology for the Code Enforcement Department. The City will also reach out to, and partner with local financial institutions and housing organizations to create a plan of action for properties with liens in the immediate Oswego community.

A copy of the proposed local law is attached to this memo. A public hearing will have to be established before the program is implemented as part of Chapter 85 of the City Code.

Ordered filed and printed with the proceedings.

PROPOSED LOCAL LAW NO. *4 OF THE YEAR 2019

A LOCAL LAW AMENDING CHAPTER 85, BUILDINGS, VACANT, 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 85

[HISTORY: Adopted by the Common Council of the City of Oswego 9-22-201 by Res. No. 411. Amendments noted where applicable.]

ARTICLE I BUILDINGS, VACANT

§ 85-1. Legislative findings; purpose.

It is the finding of the Common Council that buildings which remain vacant, with access points boarded over, are unsightly and unsafe and have a negative effect on their surroundings. This is particularly troublesome in residential and neighborhood-commercial neighborhoods. Unfortunately, many buildings, once boarded, remain that way for many years. The purpose of this chapter is to establish a program for identifying and registering vacant buildings; to determine the responsibilities of owners of vacant buildings and structures; and to facilitate the rehabilitation of the vacant properties.

§ 85-2. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

ABANDONED PROPERTY

A building, structure, dwelling unit or lot that is vacant for a period in excess of ten (10) consecutive days for any reason whatsoever, including but not limited to notice of default on a mortgage or line of credit, foreclosure or threat of foreclosure.

CONSTRUCTION MATERIALS

New or used materials for the construction, renovation or alteration of buildings or structures, including but not limited to foundation and masonry materials, lumber, roofing materials, plumbing and electrical materials, doors, windows, screens, tanks, fences, rails and balustrades and similar materials.

CODE ENFORCEMENT DIVISION

All Code Enforcement Officers employed by the City of Oswego from all City Departments.

CODE ENFORCEMENT OFFICER

A person certified by the State of New York as a Code Enforcement Officer, and a duly authorized representative of the City of Oswego.

DETERIORATED FENCE

A fence of any kind composed of any material or fabric anywhere on a person's property that is not in a state of good repair due to any one or a combination of the following conditions:

- A. The fabric thereof (wire, slats, posts, pickets, etc.) becoming dislodged from the supporting structures or posts.
- B. The supporting structures or posts not being vertical, i.e. at right angles to the plane of the horizon or capable of supporting the fence fabric.
- C. The fabric of the fence being in a rotted, decayed or unmaintained condition, or overgrown with non-arbor cultural growth.

DETERIORATED STRUCTURE

Any structure or building, including a dwelling, of which any exterior component part, such as its exterior walls or fabric, windows, chimneys, roofs, decks, terraces or parts thereof, is in a state of structural dilapidation, ruin or decay to the extent that such state of dilapidation, ruin or decay is visible to the naked eye of an observer from any public way or street or any adjoining property, notwithstanding that such a condition may not constitute a dangerous building or an unsafe condition.

FORECLOSED PROPERTY

A building, structure, dwelling unit or lot that is vacant for a period in excess of ten (10) consecutive days as a result of a foreclosure proceeding, whether or not title has vested in the lender.

NUISANCE

- A. Any public or private condition that would constitute a nuisance according to the statutes, laws and regulations of the State of New York, its governmental agencies or the regulations and laws of the City of Oswego.
- B. Any physical condition existing in or on the exterior of any premises which is potentially dangerous, detrimental or hazardous to the life, health or safety of persons on, near or passing within the proximity of premises where said condition exists.

OCCUPANT

Any person residing, living or sleeping in or on the premises or having actual possession, use or occupancy of a dwelling on the premises, or any person or entity in possession of or using any premises, or part thereof, whether or not the occupant is the owner thereof and regardless of the duration of time of such possession, use or occupancy.

OPERATOR

Any person, persons or entity, not the owner, who has charge, care or control of a dwelling or premises, or a part thereof, with or without the knowledge, consent or authority of the owner.

OWNER

All persons or entities listed below shall be deemed "owners" and have a joint and several obligation for compliance with provisions of this chapter.

- A. Those shown to be the owner or owners on the records at the City of Oswego Assessor's Office.
- B. Those identified as the owner or owners on a vacant building registration form.
- C. A mortgagee in possession.
- D. A mortgagor in possession.
- E. An assignee of rents, receiver, executor, trustee, lessee, other person, firm or corporation in control of the premises.

PERSON

A natural person, corporation, partnership, limited liability company, unincorporated association, or any other business organization.

PROPERTY MANAGER

Any person who is authorized by the owner to repair, maintain, oversee, sell, or lease property or otherwise act on behalf of the owner of property.

PROPERTY or PREMISES

A lot, plot or parcel of land, right-of-way or multiples thereof, including the buildings or structures thereon and other permanent attachments to the land.

REFUSE OR RUBBISH

All discarded, useless, unusable, unused or worthless solid waste matter or materials, combustible or noncombustible, including but not limited to garbage; trash; ashes; paper; paper goods and products; wrappings; cans; bottles; containers; junk; glass; boxes; crockery; wood; plastic; rubber; leather; furniture; household goods; appliances; bedding; scrap lumber; scrap metal; construction material;

inoperable machinery, or parts thereof; garden or farming implements and supplies; tires; abandoned, inoperative or unusable automobiles and vehicles; and solid commercial or industrial waste.

SECURED BY OTHER THAN NORMAL MEANS

A building secured by means other than those used in the design of the building.

STRUCTURE

A combination of materials that form a construction, such as buildings, platforms, sheds, swimming pools, tennis courts of all types and fences, whether above, below or at ground level.

UNOCCUPIED

A building which is not being used for any occupancy authorized by the owner.

UNSECURED

A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.

VACANT BUILDING

Any building or portion of a building which is:

- A. Unoccupied and unsecured;
- B. Unoccupied and secured by other than normal means;
- C. Unoccupied and an unsafe building as determined by a Code Enforcement Officer;
- D. Unoccupied and has multiple housing or building code violations;
- E. Illegally occupied;
- F. Unoccupied for a period of time over 180 days, and during which time the Code Enforcement Officer has issued an order to correct code violations.

VACANT COMMERCIAL BUILDING OR STORE SPACE

The space within a building used by a business or commercial establishment wherein the business has ceased or suspended operations for a period not less than ten (10) or more consecutive days. Such commercial building or store space shall be deemed vacant even if fixtures, furniture, equipment or other property remains in the space. No accessory building shall be considered vacant unless the principal building on the lot occupied thereby is also vacant.

VACANT RESIDENTIAL BUILDING

A building containing one or more dwelling units in which no occupant(s) have resided for a period of time in excess of ten (10) consecutive days. Vacancy of some of the dwelling units within a two-family or multiple-dwelling building shall not be considered to be a vacant residential building. No accessory building shall be considered vacant unless the principal building on the lot occupied thereby is also vacant.

“ZOMBIE” FORECLOSURE

A foreclosure action that has been filed by a lender but remains incomplete for a period of greater than one (1) year from filing; or a foreclosure action which has been filed by a lender and subsequently withdrawn or abandoned after notice of default or threat of foreclosure.

“ZOMBIE” OWNER

A person, group of persons or entity who initiates a foreclosure action and later withdraws said foreclosure proceeding prior to taking title to the property, or which action results in the vacancy of property under the provisions of this Chapter. “Zombie” owners shall be responsible for the maintenance of vacant property pursuant to the provisions of this Chapter.

“ZOMBIE” PROPERTY

Any property located within the City of Oswego which is the owned by a “Zombie” Owner or the subject of a “Zombie” Foreclosure.

§ 85-3. Registration of vacant buildings.

- A. The owner shall register with the Code Enforcement Division no later than 30 days after any building in the City becomes a vacant building or no later than 30 days after being notified by a Code Enforcement Officer of the requirement to register. Code Enforcement Officers may identify vacant buildings through their routine inspection process as well as through notification by residents, neighborhood associations and other community groups that a building may be eligible for inclusion on the registry.
- B. The registration shall be submitted on forms provided by the Code Enforcement Division and shall include the following information supplied by the owner:
 - (1) A description of the premises.
 - (2) The names, mailing address, e-mail address and telephone numbers of the owner or owners.
 - (3) If the owner does not reside within a twenty-five-mile radius of the City of Oswego, the name, mailing address, e-mail address and telephone numbers of any third party with whom the owner has entered into a contract or agreement for property management within a twenty-five-mile radius of the City of Oswego.
 - (4) The name, address, and telephone number of all known lien-holders and all other parties with an ownership interest in the building.
 - (5) A telephone number where a responsible party can be reached at all times during business and nonbusiness hours.
 - (6) A statement whether the building is currently insured by a policy of fire insurance and, if so, the name, address and telephone number of the insurance company and the insurance agent and the amount of coverage. If the building is not currently covered by fire insurance, the owner shall set forth the reason(s) why it is not so covered.
 - (7) A vacant building plan as described in Subsection C.
- C. The owner shall submit a vacant building plan which must meet the approval of a Code Enforcement Officer. The plan, at a minimum, must contain information from one of the following three choices for the property:
 - (1) If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition
 - (2) If the building is to remain vacant, a plan for the securing of the building, along with the procedure that will be used to maintain the property and a statement of the reasons why the building will be left vacant.
 - (3) If the building is to be returned to appropriate occupancy or use, a rehabilitation plan for the property. The rehabilitation plan shall not exceed 365 days, unless a Code Enforcement Officer grants an extension upon receipt of a written statement from the owner detailing the reasons for the extension. Any repairs, improvements, alterations to or demolition of the property must comply with any applicable zoning, housing, historic preservation, or building laws and codes and must be secured as per local code, if applicable, during the rehabilitation.
- D. In the event that the owner submits a vacant building plan for demolition or rehabilitation of the vacant building, the owner shall obtain the required permits prior to commencement of demolition or rehabilitation.
- E. A Code Enforcement Officer shall provide the owner with a written referral to the Office of Community Development for information outlining programs available which may be useful in developing the owner's rehabilitation plan.
- F. All applicable laws and codes shall be complied with by the owner. The owner shall notify a Code Enforcement Officer of any changes in information supplied as part of the vacant building

registration within 30 days of the change. If the plan or timetable for the vacant building is revised in any way, the revisions must be in writing and must be approved by a Code Enforcement Officer.

- G. New owners shall register or re-register the vacant building with Code Enforcement Division within 30 days of any transfer of an ownership interest in a vacant building.

§ 85-4. Exemptions from registration requirements.

A building which has suffered fire damage or damage caused by extreme weather events shall be exempt from the registration requirement for a period of 180 days (or that time required to settle an active insurance claim) after the date of the fire or extreme weather event, if the property owner submits a request for exemption, in writing, to the Code Enforcement Division. This request shall include the following information supplied by the owner:

- A. A description of the premises.
- B. The names and address of the owner or owners.
- C. A statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.

§ 85-5. Maintenance of Vacant Buildings.

- A. All vacant buildings shall be kept secured or shall be boarded up, both as defined in Subsection A(1) and A(2) herein, and shall be maintained in accordance with the requirements herein. Any building that is not secured shall be promptly boarded up.

- (1) The term "secured," for the purposes of this section, shall mean that all means of ingress and egress, including but not limited to all doorways and windows, shall be in a good state of repair, without any broken glass or other damage that might allow entry or create an eyesore, and shall be securely locked.
- (2) The term "boarded up" shall mean that all means of ingress and egress at all floor levels shall be covered over, as specified hereinafter, so as to ensure the continued security of the building and to reduce the negative impact on the neighborhood.

- B. Boarding up shall be done by utilizing the following minimum materials and methods unless another equivalent system is proposed in writing and approved by a Code Enforcement Officer:

- (1) Exterior-grade plywood or sheathing-grade board, at least 1/2 inch thick, shall be used for boarding material to cover window and door frames without overlapping the adjacent wall surfaces.
- (2) The boarding material shall be secured to the building by screws, with the exception of one doorway which shall be secured in such a manner that it can provide access to the building by authorized persons.
- (3) All boarding material shall be finished on exterior with one coat of primer and exterior grade paint to match that of the adjacent walls.
- (4) The secured building shall be provided with adequate ventilation to prevent the accumulation of moisture.

- C. In addition to securing or boarding up the building, the following minimum requirements shall be met for all vacant buildings:

- (1) The roof shall be structurally sound and weathertight.
- (2) All combustible trash and debris shall be removed from the building.

- (3) The grounds surrounding the building shall be cleared and kept cleared of all litter, rubble, debris, trash and junk and of all grass or weeds in excess of 10 inches in height.
- D. When it is required by this chapter that a building be boarded up, it shall be the responsibility of the owner to have the electric and gas service, if any, temporarily shut off from the building by contacting the power provider. Service may not be reconnected until repair and rehabilitation work or occupancy actually commences.
 - E. All plumbing and heating systems that contain water shall be completely drained and kept empty between October 15 and April 15, and an antifreeze solution shall be added to all plumbing traps in the building. This shall not apply if the building is adequately heated during this time period.
 - F. The owner shall arrange to provide access to the interior of the building by a Code Enforcement Officer to inspect for compliance with the requirements herein that pertain to the interior. No Code Enforcement Officer shall conduct an interior inspection without the consent of the building owner, unless the Code Enforcement Officer has first obtained a warrant from a court of competent jurisdiction.
 - G. The owner of a building which remains vacant for a period of 365 days or more shall be subject to the requirements of this section. By the end of such time period, the owner of the vacant building shall demonstrate to the Code Enforcement Division that said owner has taken all positive action to abate the vacancy of the building in an expeditious manner. This action may include but is not limited to:
 - (1) Applying for and obtaining a permit to repair and rehabilitate the building, or to demolish it, and proceeding with the work in a timely fashion;
 - (2) Providing competent evidence that the building is listed for sale at fair market value by the owner or a licensed realtor and is being periodically advertised for sale in a local newspaper, through the multiple listing service, or otherwise marketed by the owner; or
 - (3) Providing a proposed schedule of action to undertake repair and rehabilitation of the building, including a detailed financial plan for its accomplishment.

§ 85-6. Damaged, unsafe, and dangerous buildings.

- A. The Code Enforcement Division shall examine or cause to be examined every building reported as unsafe, damaged or vacant and shall make a written record of each examination.
- B. Whenever a Code Enforcement Officer shall find a building or structure or a portion thereof to be damaged, unsafe or dangerous, he/she shall give the owner, agent or person in control of such building or structure written notice pursuant to § 83-4D of this Code, stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements or to demolish and remove the building or structure or portion thereof.
- C. If a Code Enforcement Officer finds that the building or structure is a dangerous building as defined in Chapter 83 of the Code of the City of Oswego, such notice shall require the building, structure or portion thereof to be vacated forthwith and not reoccupied until the specified repairs and improvements are completed, inspected and approved by a Code Enforcement Officer. The Code Enforcement Officer shall cause to be posted at each entrance of such building a notice which includes the statement: "This building has been found to be a dangerous building and its use or occupancy has been prohibited by the Code Enforcement Division of the City of Oswego." Such notice shall remain posted until the required repairs or demolition is completed. It shall be unlawful for any person, firm or corporation, or their agents or other servants, to remove such notice without written permission of the Code Enforcement Officer, or for any person to enter the building except for the purpose of making the required repairs or of demolishing the same.
- D. In the event that an owner fails, neglects or refuses to comply with a notice to repair or remove a dangerous building or structure within the time limits specified in the notice provided herein, the Code Enforcement Officer shall cause the affected building or structure to be repaired or removed pursuant to the provisions of §§ 83-4 and 83-5 in Chapter 83 of the Code of the City of Oswego. For this purpose he may at once enter such building or structure and with such assistance and at such cost as may be necessary.

- E. The Code Enforcement Officer may vacate adjacent structures and protect the public by appropriate barricades or such other means as may be necessary and for this purpose may close a public or private way.
- F. The Code Enforcement Division shall cause all such vacant buildings to be inspected on a quarterly basis and notify the owner or agent of any accumulation of trash, debris, rodent infestation, the failure to keep said building secured or other violation of law, ordinance, City or State code or regulation at the premises in accordance with the following:
 - (1) The owner shall have seven days from receipt of said notice to correct such conditions, unless the Code Enforcement Officer is of the opinion that a vacant building or any structure is, for any cause, dangerous to the health, safety and welfare of the public or is unfit for occupancy, in which case the provisions of Chapter 83 shall apply.
 - (2) If the Code Enforcement Officer finds that a vacant building or structure is damaged or so poorly maintained that it is in violation of any applicable state or local property maintenance laws or regulations, and the owner fails, neglects or refuses, after having been given proper notice, to correct such violation or to properly secure or board up the building as required herein, the Code Enforcement Division shall report such fact to the Common Council in writing.
 - (3) The Common Council by resolution may authorize the Code Enforcement Division to cause such building or structure to be repaired, secured, or boarded up, and the cost of the same shall be charged against the land upon which such building exists in the same manner as local assessments provided for in the Charter of the City of Oswego.
 - (4) For this purpose, a Code Enforcement Officer may enter upon such building or structure with such assistance as may be necessary.

§ 85-7. Fees.

The owner of a vacant building shall pay an annual fee as set forth in Subsection A, as amended from time by resolution of the Common Council, for the time that the building remains a vacant building.

- A. The first-year annual fee shall be \$250 and shall be paid no later than 30 days after building becomes vacant. If the fee is not paid with 30 days of becoming due, the owner shall be subject to a fine as prescribed in Chapter 249 of the Code of the City of Oswego. If a plan is extended beyond 365 days, subsequent annual fees shall be paid as follows:
 - (1) For the second year that the building remains vacant: ~~\$500~~ \$1000;
 - (2) For the third year that the building remains vacant: ~~\$1,000~~ \$2000;
 - (3) For the fourth year that the building remains vacant: ~~\$1,500~~ \$3000;
 - (4) For the fifth year that the building remains vacant: ~~\$2,000~~ \$4000;
- B. The fee shall be paid in full prior to the issuance of any building permits, with the exception of a demolition permit. The fee shall be prorated, and a refund may be issued if the building is no longer deemed vacant under the provisions of this chapter within 180 days of its registry.
- C. All delinquent fees shall be paid by the owner prior to any transfer of an ownership interest in any vacant building. If the fees are not paid prior to any transfer, the new owner shall pay the annual fee no later than 30 days after the transfer of ownership, and subsequent annual fees shall be due on the new anniversary date.

§ 85-8 Filing of property-specific information.

The Enforcement Officer shall include in the file any property-specific written statements from community organizations, other interested parties or citizens regarding the history, problems, status or blighting influence of a vacant building.

§ 85-9. Access to buildings for inspections.

The Code Enforcement Division shall inspect any premises in the City for the purpose of enforcing and assuring compliance with the provisions of this chapter. Upon the request of a Code Enforcement Officer, an owner may provide access to all interior portions of an unoccupied building in order to permit a complete inspection. Nothing contained herein, however, shall diminish the owner's right to insist upon the procurement of a search warrant from a court of competent jurisdiction by a Code Enforcement Officer or his or her designee in order to enable such inspection, and a Code Enforcement Officer shall be required to obtain a search warrant whenever an owner refuses to permit a warrantless inspection of the premises.

§ 85-10. Annual reports.

The Code Enforcement Division shall submit an annual report to the Mayor and Common Council, listing all buildings in the City declared vacant under the provisions of the chapter, the date upon which they were declared vacant and whether a vacant building registration and vacant building plan has been filed for the building.

§ 85-11. Penalties for offenses.

Any person violating any provision of the vacant building registry or providing false information to a Code Enforcement Officer shall be punished as provided by Chapter 249 of the Code of the City of Oswego.

ARTICLE II BLIGHT REDUCTION PROGRAM

§ 85-12. Legislative Findings; Purpose.

It is the finding of the Common Council that the rehabilitation of the vacant properties that are the subject of this Chapter is critical to revitalizing neighborhoods where vacant buildings have been left unattended. The State of New York has also made the eradication of so-called "Zombie" properties a priority and has authorized municipalities to implement local laws, rules and regulations to address this growing problem. With the assistance of the New York State Attorney General's Office, funds are available to assist the City of Oswego with the rehabilitation of such properties in the manner determined within this Chapter.

§ 85-13. Regulations.

The following property maintenance regulations shall be applicable to all property within the City of Oswego.

- A. Exterior maintenance standards. The exterior of all premises shall be kept free of the following matter, materials or conditions:
 - (1) Refuse.
 - (2) Rubbish.
 - (3) Construction materials.
 - (4) Abandoned, uncovered or structurally unsound wells, shafts, towers, chimneys, exterior cellar openings, basement hatchways, foundations or excavations.
 - (5) Abandoned iceboxes, refrigerators, boilers, hot-water heaters, television sets and other similar appliances.
 - (6) Nuisances, as defined herein, including but not limited to insect, vermin and rodent harborage and infestation.

- (7) Vehicles or parts thereof, including boats and trailers, motorized or not, licensed or unlicensed, registered or unregistered, which vehicles or parts thereof are or have been junked, abandoned, dismantled or are in a state of visible disrepair.
- (8) Dead, damaged or fallen trees, limbs or branches within 25 feet of a public roadway or neighboring property line.
- (9) Deteriorated fences.
- (10) Deteriorated structures.
- (11) Detrimental growth prohibited. Noxious weeds, long grass, tree limbs or other rank growths or growths which are harmful, poisonous or detrimental to health, or any growth of any kind that obstructs visibility along a road, street or sidewalk.
- (12) Surface and subsurface water shall be appropriately drained to prevent the development of stagnant ponds.
- (13) Steps, walks, driveways, parking spaces and similar paved areas shall be maintained so as to afford safe passage under normal use and weather conditions. Any holes or other hazards that may exist shall be filled and necessary repairs or replacement accomplished. All off-street parking facilities shall be swept as often as necessary in the determination of the Enforcement Officer.
- (14) Yards, courts and vacant lots shall be kept clean and free of physical hazards, rodent harborage and infestation and shall be maintained in a manner that will prevent rubbish from being blown about them.
- (15) All signs exposed to public view shall be maintained in good repair. Excessively weathered or faded signs shall be removed or put into good repair. Any nonoperative or broken electrical or other sign shall be repaired or removed.
- (16) All unused tires shall be removed from all yards and lots and shall be properly disposed.

B. Buildings and structures.

- (1) All exterior exposed surfaces not inherently resistant to deterioration shall be repaired, coated, treated or sealed to protect them from deterioration.
- (2) Floors, walls, ceilings, stairs, furnishings and fixtures of buildings shall be maintained in a clean, safe and sanitary condition. Every floor, exterior wall, roof and porch, or appurtenance thereto, shall be maintained in a manner so as to prevent injury to the occupants of the building or to the public.
- (3) The foundation walls of every building shall be maintained in good repair and be structurally sound.
- (4) Exterior walls (including doors and windows), roofs and the areas around doors, windows, chimneys and other parts of a building shall be so maintained as to keep water from entering the building and to prevent undue heat loss from occupied areas. Materials which have been damaged or show evidences of dry rot or other deterioration shall be repaired or replaced and refinished in a workmanlike manner. Exterior walls, roofs and other parts of the building shall be free from loose and unsecured objects and material. Such objects or materials shall be removed, repaired or replaced.
- (5) Buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation.

C. Vacant buildings and structures.

- (1) Any building or structure, including, but not limited to, residential dwellings, commercial buildings and stores, which is vacant for no less than ten (10) consecutive days or is deemed by the Enforcement Officer to be dangerous or likely to attract trespassers, squatters, rodents or other infestation, shall be boarded up, at least to the second floor level, and the responsible person shall conform such structure and all of its adjoining yards, courts or open spaces to this chapter.
- (2) Whenever a building is vacant for a period of no less than of ten (10) consecutive days, the property owner, lessee, occupant and other responsible person shall cover the ground floor windows so as to block public view of the interior of the premises. The covering shall be flame retardant or meet with the Enforcement Officer's approval regarding fire safety. The covering shall consist of any one of the following: an opaque, nonpermanent substance sprayed onto the inside of the ground floor windows, plain, earth-tone, Venetian or similar blinds, drapes, curtains or shades.
- (3) All windows and glazed doors shall be periodically washed and maintained in a clean and sanitary condition.
- (4) All cracked or broken windows and glazed doors shall be repaired or replaced as necessary.
- (5) All debris shall be removed from a vacant building. Such premises shall be maintained broom clean at all times.
- (6) All storefronts shall be kept in good repair, painted where required and shall not be permitted to become a safety hazard or nuisance. In the event that repairs to a storefront become necessary, such repairs shall be made so as to repair permanently the damaged area or areas. Any cornice visible above a storefront shall be kept painted and otherwise in good condition and in good repair.
- (7) If windows are removed, they shall be replaced with a permanent building material which is in harmony with the rest of the building. Plywood may be used only in an emergency and for a period not to exceed 60 days.
- (8) The owner of a vacant building shall take such steps and perform such acts as may be required from time to time to ensure that the building and any adjoining yard remain safe and secure and do not present a hazard to the adjoining property or to the public. Owners shall be responsible for maintaining the building and any accessory structures such that they do not become an unoccupied hazard. The building and each floor area shall maintain at least one means of access which complies with the New York State Fire Prevention and Building Code.
- (9) The interior of a vacant building and each vacant floor area thereof shall be lighted by no less than a twenty-five-watt light fixture.
- (10) The Enforcement Officer shall be authorized to conduct an inspection every three months of a vacant building and vacant store, and at other times as determined by the Code Enforcement Division.

D. Vacant buildings or structures and their adjoining yards. Vacant buildings or structures and their adjoining yards shall be maintained in compliance with all provisions of this chapter.

§ 85-14. Registration required; copies of default and foreclosure notices to the Code Enforcement Division.

- A. The owner or person having control and management of property within the City of Oswego, including but not limited to a "Zombie" Owner, which shall be or is vacant pursuant to the provisions of this Chapter shall promptly file with the Code Enforcement Division a written statement setting forth the name and address of the owner or person having control and management and the telephone number, if any, at which said person may be reached. The Code Enforcement Division may provide a form for the capture of this information.
- B. Lenders shall mail a copy of each and every notice of the Code Enforcement Division on each default and foreclosure notices sent to properties within the City of Oswego. Failure to copy the Code Enforcement Division on all default and foreclosure notices shall be a violation of this Chapter.

§ 85-15. Maintenance during pendency of foreclosure.

Where property becomes vacant at any time after filing a notice of default or foreclosure, or during the pendency of a foreclosure proceeding, the foreclosing lender shall be responsible for the maintenance of the property and for the remedy of any and all code violations to the same extent as if title had passed to the lender. This provision shall be applicable to all "Zombie" property located within the City of Oswego.

§ 85-16. Administration and enforcement.

- A. Enforcement Officer. The Building Inspector of the City of Oswego is hereby designated as the officer charged with the enforcement of this chapter and is hereinafter referred to as the "Enforcement Officer". The Enforcement Officer is hereby authorized to issue appearance tickets, pursuant to the Criminal Procedure Law of the State of New York, to secure the enforcement of this article.
- B. Notice of violation and order to remedy. The Enforcement Officer shall have the authority to issue a notice of violation and order to remedy directing the person, owner, lessee, property manager, tenant, occupant or other person having control, directly or indirectly, of any property, including but not limited to foreclosed property, vacant property, abandoned property and property wherein a foreclosure has been filed but not completed, to bring such property into compliance with the provisions of this chapter. Such notice of violation and order to remedy shall be in writing, shall reference the applicable section of the City of Oswego Code, and shall include a concise statement of the reasons for its issuance. The notice of violation and order to remedy shall state that the violation must be remedied within 10 days of the date of service of such notice, exclusive of the date of service. The Enforcement Officer may extend the period for compliance if, in his or her judgment, the violation cannot reasonably be remedied within 10 days. The Enforcement Officer shall modify the notice and order to state such reasonably required extended period, which shall then be applicable instead of the aforesaid 10 days.
- C. Appearance ticket. If the violation is not remedied within the time set forth in the notice of violation and order to remedy, the Enforcement Officer shall issue an appearance ticket requiring the person, owner, lessee, property manager, tenant, occupant or other person having charge of any property to appear in City Court for a determination by the City Court of claimed violations and to impose penalties as set forth herein.

- D. Service of notice. Service of a notice of violation and order to remedy or appearance ticket shall be served personally on the owner or owners of the property. Service on the person, owner, lessee, property manager, tenant, occupant or other person having charge of any property shall be considered service on the owner. Where personal service cannot be made with due diligence, service shall be by certified mail, return receipt requested, and by posting said notice in a conspicuous place on the property. Where, after due diligence, the Enforcement Officer is unable to confirm the owner of the property and, thus, cannot personally serve the owner of the property, posting said notice, order and appearance ticket in a conspicuous place on the property for a period of not less than ten (10) days shall constitute adequate notice.
- E. Appeal before the Common Council. The notice of violation and order to remedy may be appealed in writing to the Common Council. Such appeal shall be delivered to the City Clerk within the required 10-day period, or other such period as directed by the Enforcement Officer. Any notice so appealed shall be tolled until such time as the City Clerk specifies in writing to the appellant a date and time of a hearing to be held before the Common Council.
- F. Hearing. The owner or his or her attorney or other representative shall be afforded the opportunity, upon written appeal within the period set forth on the order to remedy, to appear before the Common Council to contest the Enforcement Officer's order to remedy before any further action is taken by the City. The Common Council may consider the violations cited in the notice of violation and may adopt a resolution affirming, modifying or withdrawing the Enforcement Officer's violation and order to remedy.
- G. In addition to and not in lieu of any other remedies, upon failure of a person or entity to comply with a notice to correct, remove or prevent a condition which violates a provision of this chapter, the Common Council may, upon due notice and due opportunity for a hearing, order the condition abated and authorize the Enforcement Officer to take all necessary steps to carry out the Common Council's order, including, through its officers, employees, contractors or agents, to enter upon the property and correct and remedy the violation. All costs incurred by the City, including the cost of correction and remedy and the cost of the proceeding, including but not limited to reasonable attorney, engineering and consulting fees, shall be charged to the owner of such real property and, if not paid in full within 30 days after billing the owner, shall be assessed and levied against the property and shall constitute a lien against the property and may be collected in the same manner as other City real property taxes.
- H. In addition to establishing a lien, the City may recover such costs and expenses by bringing an action against the owner(s) of the property. The institution of such action shall not suspend or bar the right to pursue any other remedy provided by law for the recovery of such costs and expenses.
- I. Other remedies available. Nothing contained in this section shall be construed to restrict the authority to provide for the abatement of a public nuisance conferred upon any agency of the City by any other provision of law.

§ 85-17. Accelerated action by the Common Council to abate Dangerous, Vacant, and "Zombie" Foreclosure Buildings.

- A. Whenever the Enforcement Officer finds that a condition in violation of this chapter exists, and that such condition poses a threat to the public health or safety which requires immediate attention, or in the case of a vacant building, or whenever a "Zombie" Owner has been identified that is the subject of a "Zombie" Foreclosure, he or she may issue an order by service of notice in the manner set forth above, reciting the existence of the dangerous condition and requiring that such action be taken by the owner immediately or as soon thereafter as specified by the Enforcement Officer to remedy the dangerous condition, secure the vacant building, or maintain the "Zombie" property.

- B. Notwithstanding any other provision of this article, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately. Upon objection in writing to the City Clerk within 5 days of its issuance, any such person shall be afforded a hearing before the Common Council as soon as is reasonably possible. After such a hearing and decision by the Common Council as to the existence or nonexistence of the dangerous condition, vacancy, or "Zombie" property, the Common Council may continue such order in effect or modify or withdraw it.
- C. Dangerous conditions. The term "dangerous conditions" shall include but not be limited to:
- (1) Any and all structures, trees, shrubs, long grasses or other growth that obstruct a public road, street or sidewalk, or obstruct a clear sight-line along a public street, road or sidewalk.
 - (2) Rodent infestation of property or premises.
 - (3) Dead, damaged or fallen trees, tree branches, shrubs or structures that overhang or otherwise obstruct passage along public streets, roads or sidewalks.
- D. Cost to remedy by City. If, after notice, the owner of property fails to comply with an order to remedy a dangerous condition, vacant building, or "Zombie" property, the Common Council may, by resolution, cause City funds to be expended to remedy the condition of the building. Such cost shall be charged to the property owner and, if unpaid, shall become a lien upon the property, subject to collection as a tax thereon, after due notice to the owner and the opportunity of a hearing before the Common Council as to the justness of the costs. Said City funds shall be designated as the Blight Reduction Revolving Fund, into which funds allocated to the City of Oswego by the State of New York will be drawn from time to time to remedy the condition of the building in violation of this chapter and upon collection as a tax shall be returned to the said revolving fund to be reutilized to remedy other property in violation of this chapter.

§85-18.. Penalties for offenses.

- A. In addition to and not in lieu of any other remedies, any person, owner, occupant, property manager or any other person who violates any provision of this chapter or who violates or fails to comply with any lawful order promulgated hereunder shall be guilty of a violation and, for a first conviction thereof, shall be subject to a fine in an amount not less than \$300 nor more than \$500 per day of violation or a maximum of 15 days' imprisonment, or both; for conviction of a second violation committed within 12 months of the first violation, such person shall be subject to a fine in an amount not less than \$400 and not more than \$800 per day of violation or a maximum of 15 days' imprisonment, or both; for conviction of a third violation committed within 12 months of the first violation, such person shall be subject to a fine in an amount not less than \$600 and not more than \$1,500 per day of violation or a maximum of 15 days' imprisonment, or both; for conviction of a fourth violation and for each subsequent violation committed within 12 months of any prior violation, such person shall be subject to a fine in an amount not less than \$1,000 and not more than \$2,500 per day of violation or a maximum of 15 days' imprisonment, or both.
- B. Civil penalties and injunction. In addition to and not in lieu of any other remedies, the Common Council may also maintain an action or proceeding in the name of the City in a court of competent jurisdiction to obtain civil monetary penalties and compel compliance with or to restrain, by injunction, the violation of this chapter or any order promulgated hereunder. The civil monetary penalties shall be in accordance with and not exceed the monetary penalties set forth in §85-18 (A) of this chapter.

C. Each calendar day a violation occurs or continues shall constitute and be deemed a separate and distinct violation.

§ 85-19. Inspections and investigations; report.

The Enforcement Officer shall initiate inspections and investigations and shall receive information and complaints concerning compliance with this chapter. Upon request of the Common Council, the Enforcement Officer shall submit a written report to the Common Council containing not less than the: address of and date of each investigation or inspection initiated by him; address of each alleged violation concerning which information or complaints have been received by him; date of such receipt; nature of each violation found or complained of, if any; date of correction notice issued; date(s) of each reinspection; date of filing of a request for arrest warrant with the prosecutor having jurisdiction; disposition of each case closed; and status report of each case. Such report shall include cumulative annual totals of inspections and investigations initiated, information or complaints received, violations noticed for correction with breakdown of such violations by appropriate category, corrections confirmed upon reinspection, warrant requests filed and convictions obtained.

§ 85-20. Severability.

In the event that any part of this local law, or of any ordinance or regulation which may govern or otherwise affect it, for any reason be modified or invalidated, the other portions of said local law not affected thereby shall remain in full force and effect.

§ 85-21. Effective Date.

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

*INTRODUCTORY NUMBER ONLY

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Hill

RESOLVED, that a Public Hearing on proposed Local Law No. *4 of the Year 2019 - A Local Law Amending Chapter 85, Buildings, Vacant, of the Code of the City of Oswego, New York will be held Monday evening, March 11, 2019 at 7:05 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. *4 of the Year 2019 in the official newspaper of the City of Oswego, New York.

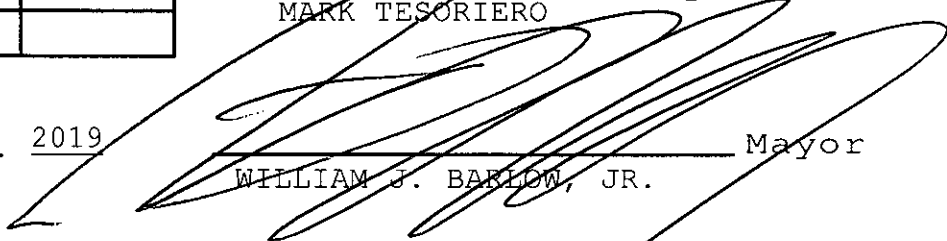
*INTRODUCTORY NUMBER ONLY

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

ADOPTED LOST

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

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019


 City Clerk
 MARK TESORIERO
Approved February 26 2019

 Mayor
 WILLIAM J. BARLOW, JR.
Resolution prepared by City AttorneyPage No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 02/13/2019

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

Fr: Office of

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

Re: Request for Discussion
AT&T Wireless Telecommunications Facility
300 East Albany Street
City of Oswego

Dear Councilors:

On December 26, 2018, an application was received from New Cingular Wireless PCS, LLC (AT&T) to construct a 155 foot monopole "wireless telecommunications facility" on a portion of the property located at 300 East Albany Street.

At its regularly scheduled meeting of Tuesday, February 5, 2019, the Planning Board provided a favorable advisory opinion to the Common Council. We request that said application be returned to the Planning and Development Committee for further consideration and possibly schedule a Public Hearing.

/dma

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Wilmott

WHEREAS, New Cingular Wireless PCS, LLC (AT&T) has proposed to construct a 155 foot monopole "wireless telecommunications facility" on a portion of the property located at 300 East Albany Street in order to improve cellular coverage for its consumers using cell service within the City of Oswego; and

WHEREAS, the City of Oswego Planning Board at its regular scheduled meeting of February 5, 2019, provided a favorable advisory opinion to the Common Council; now, therefore, be it

RESOLVED, that the City Clerk be and he hereby is authorized and directed to advertise a Notice of Public Hearing on the proposed wireless telecommunications facility project to be held Monday evening, March 11, 2019, at 7:10 p.m. in the Common Council Chambers, City Hall, 13 West Oneida Street.

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

ADOPTED LOST

Recommended by Planning & Development
Committee

Chairman Tesoriero

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of FEBRUARY 2019

MARK TESORIERO City Clerk

Approved FEBRUARY 26, 2019

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: February 19, 2019

- ☒ 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:

Re: 2019 Proposed Zoning Code

Mayor William J. Barlow, Jr. seeks favorable consideration from the Common Council to refer the 2019 Proposed Zoning Code to the Planning Board for its advisory opinion.

Chapter 280, Section 280-93(D), states that the Common Council shall transmit a copy of each proposed zoning change to the Planning Board with the request that its advisory opinion on such proposed change be submitted to the Common Council.

Thank you for your time and consideration.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Bill

WHEREAS, Mayor William J. Barlow, Jr. has submitted the 2019 Proposed Zoning Code to the Planning and Development Committee for its review, and

WHEREAS, the Code of the City of Oswego, Chapter 280, Section 280-93(D), states that the Common Council shall transmit a copy of each proposed zoning change to the Planning Board with the request that its advisory opinion on such proposed change be submitted to the Common Council, now, therefore, be it

RESOLVED, that the Common Council requests the review and recommendation of the 2019 Proposed Zoning Code by the Planning Board.

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

ADOPTED LOST

Recommended by Planning and Development
Committee

Chairman Ronald G. Tesoriero, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019
WILLIAM J. BARLOW, JR. Mayor

PROPOSAL REVISED

AFFORDABLE HEATING, INC.

**3873 State Route 104
Mexico, New York 13114
(315) 963-3231**

**Name: Oswego Players Inc.
Street: PO Box 183
City: Oswego, NY 13126
Telephone: 315-312-0111
Att: Paul McKinney**

Date: 2/5/2019

Option I: Affordable Heating, Inc. hereby proposes to provide all materials and labor necessary to remove and dispose of the existing large natural gas furnace and completely install one new Rheem 115,000 BTU properly size, 92% condensing natural gas furnace. This new furnace will be reconnected to the existing ductwork with a new metal plenum. A new Aprilaire, model 2410, non electric air cleaner will be installed in the return air portion of the new system. This air cleaner removes dust, spores, pollens and allergens from the air thus improving indoor air quality and helping the furnace run at peak efficiency. The Air filter needs to be changed once a year and can be purchased at the Affordable Heating, Inc. office in Mexico, NY. Affordable Heating will complete all gas line connections, drain line will be directed to hole in basement floor and electrical to include a new Honeywell thermostat. This new furnace will be vented up the existing chimney as discussed. This proposal includes the installation of a new Rheem 4 ton, 13 seer air conditioner to replace the old system. This proposal includes the manufacturers' one year parts warranty on all equipment, five year compressor and 10 years for heat exchanger.

TOTAL COST: \$ 16,010.00

TAX EXEMPT

Option II: Affordable Heating, Inc. hereby proposes to provide all materials and labor necessary to completely install one new Mitsubishi 2 1/2 ton, high efficiency ductless air conditioning system. This new system will

be installed in the stage area providing cooling on demand for the stage personnel. The condenser will be placed outside on a pad connected to the evaporator with new lineset on wall as discussed. All high and low voltage wiring will be completely providing there is a single phase 30 amp breaker.

TOTAL COST: \$10,402.00 TAX EXEMPT

OPTIONS I & II: \$26,412.00 TAX EXEMPT

Terms: Half down upon acceptance of this proposal and the other half upon completion of the installation. All materials are guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Work's Compensation and Public Liability Insurance on the above work is covered by Affordable Heating.

Respectfully submitted,

Steven R. Fisher, President

Please return this section with your down payment. Thank you.

ACCEPTANCE OF THIS PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By:
(Print) _____

Signature _____

Date: _____

Request for Quotation

Dispatch via Print

City of Oswego
CITY CHAMBERLAIN
13 W. ONEIDA STREET
Oswego NY 13126
FAX: (315) 435-3424

Supplier: ONGOV-FAX
Please fax back to (315) 435-3424
Div. of Purchasing
John H Mulroy Civic Center, 13th floor
421 Montgomery Street
Syracuse NY 13202

Request Quote ID.	Open Date	Closing Date	Page 1 of 2
CYOSW-0000000092	01/31/2019	02/04/2019	
Buyer			
Bernard Mahoney		315/435-3473	
BernardMahoney@ongov.net			

1. Return this quotation to Purchasing no later than the closing date above.
2. If no brand is specified, or if you are quoting a SUBSTITUTE, indicate brand being quoted.
3. If quote includes labor, you must abide by NYS PREVAILING WAGE RATES.
4. Unless otherwise noted, vendor bears the charges for all freight. No fuel surcharges or delivery fees will be paid unless noted on quote.
5. Purchasing Director reserves the right to accept this quote by item or as a whole, or reject any or all quotes.
6. Complete the bottom portion of this form. The information is required if you are awarded a purchase order.

Line	Item	Description	Quantity	UOM	Unit Price	Extended Amt
------	------	-------------	----------	-----	------------	--------------

SCOPE OF WORK:

Provide all materials and labor necessary to remove and dispose of the existing natural gas furnace and completely install one new Rheem 115,000 BTU, 92% condensing natural gas furnace. This new furnace will be reconnected to the existing ductwork with a new metal plenum.

Provide all materials and labor necessary to install a new Aprilaire, model 2410, non-electric air cleaner in the return air portion of the new system.

Complete all gas line connections.

Drain line will be directed to hole in basement floor and electrical to include a new Honeywell thermostat. The new furnace will be vented up the existing chimney.

Install new Rheem 4 ton, 13 seer air conditioner to replace the old system.

Manufacturers' one year parts warranty on all equipment, five year compressor and 10 years for heat exchanger included.

Provide all materials and labor necessary to completely install one new Mitsubishi 2-1/2 ton, high efficiency ductless air conditioning system. This new system will be installed in the stage area providing cooling on demand for the stage personnel. The condenser will be placed outside on a pad connected to the evaporator with new lineset.

All high and low voltage wiring will be completed provided there is a single phase 30 amp breaker.

*** CONTACT: Paul McKinney 315-312-0111, pmckinney1446@aol.com for details or site visit

Oswego Players Inc

1

Removal of existing
natural gas furnace and
installation of the
following: Rheem 115,000
BTU Natural Gas Furnace,
Aprilaire Model # 2410
non-electric Air Cleaner,
Rheem 4 Ton 13 Seer Air
Conditioner

1.0000 EA

\$ 16,010.00

WE QUOTE YOU AS F.O.B. DESTINATION, (check one)
☐ There will NOT be add'l shipping charges (pp & allow).
☐ There WILL BE add'l shipping charges (PP & add).
 Payment can be made in _____ calendar days ARO.
 Payment terms: _____ Quote valid for _____ days.

Fax Number: 315 963 0643

E-mail: cmowers1@aol.com

Company Quoting: AFFORDABLE HEATING INC

Official Signature: Steven R Fisher

Type/Print Name: Steven R Fisher

Phone Number: 315-963-3231

Date: 2/5/2019

THIS IS NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Request for Quotation

City of Oswego
CITY CHAMBERLAIN
13 W. ONEIDA STREET
Oswego NY 13126
FAX: (315) 435-3424

Dispatch via Print

82

Request Quote ID.	Open Date	Closing Date	Page 2 of 2
CYOSH-0000000032	01/31/2019	02/04/2019	
Buyer			
Bernard Mahoney		315/435-3473	
BernardMahoney@ongov.net			

Supplier: ONGOV-FAX
Please fax back to (315) 435-3424
Div. of Purchasing
John H Mulroy Civic Center, 13th floor
421 Montgomery Street
Syracuse NY 13202

1. Return this quotation to Purchasing no later than the closing date above.
2. If no brand is specified, or if you are quoting a SUBSTITUTE, indicate brand being quoted.
3. If quote includes labor, you must abide by NYS PREVAILING WAGE RATES.
4. Unless otherwise noted, vendor bears the charges for all freight. No fuel surcharges or delivery fees will be paid unless noted on quote.
5. Purchasing Director reserves the right to accept this quote by item or as a whole, or reject any or all quotes.
6. Complete the bottom portion of this form. The information is required if you are awarded a purchase order.

Line	Item	Description	Quantity	UOM	Unit Price	Extended Amt
2		Oswego Players Inc Install new Mitsubishi 2-1/2 Ton High-Efficiency Ductless Air Conditioning System in the Stage area.	1.0000	EA		10,402

EXTEND ALL ITEMS & ENTER TOTAL:

26,412

WE QUOTE YOU AS F.O.B. DESTINATION, (check one)
☐ There will NOT be add'l shipping charges (pp & allow).
☐ There WILL BE add'l shipping charges (PP & add).
 Payment can be made in _____ calendar days ARO.
 Payment terms: _____ Quote valid for _____ days.

Fax Number: 315 963-0643
 E-mail: Cmowers1@AOL.Com

Company Quoting: AFFordable Heating IncOfficial Signature: Steven R FisherType/Print Name: Steven R FisherPhone Number: 315-963-3231Date: 2/5/2019**THIS IS NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote Number.

PROPOSAL REVISED

AFFORDABLE HEATING, INC.

3873 State Route 104
Mexico, New York 13114
(315) 963-3231

Name: Art Association of Oswego, Inc.
Street: PO Box 271
City: Oswego, NY 13126

Date: 2/5/2019

ATT: Laurie Kester -- glasshavenonline@gmail.com
Paul McKinney -- pmckinney1446@aol.com

Option I: Affordable Heating, Inc. hereby proposes to provide all materials and labor necessary to completely install one new Mitsubishi hyper heat pump in the upstairs gallery of the Art Association. The new 2.5 ton condenser will be placed outside on a stand on the ground as discussed with Mrs. Kester. The new evaporator coil will be installed on the high side of the window on the second floor and new lineset will connect the evaporator to the condenser outside. The wiring will be incased with Line Hyde for protection and appearance. Some linset will be exposed due to the unevenness of the outside of the building as discussed. Affordable Heating will complete all high and low voltage wiring and drain line as required. This system is controlled by a hand held remote for customer comfort. This proposal includes the manufacturers' seven year parts and five year compressor warranty along with Affordable Heating two year labor warranty.

TOTAL COST: \$ 16,762.00

TAX EXEMPT

Option II: Affordable Heating, Inc. hereby proposes to provide all materials and labor necessary to completely install one new properly sized Rheem single stage, 92% condensing, natural gas furnace. Affordable Heating will complete all electrical connections including new thermostat, gas line connections and install new 3" PVC piping into the existing chimney for proper venting. This furnace will be connected to the existing

ductwork. This proposal includes the Manufactures' one year parts and ten year warranty on the heat exchanger.

TOTAL COST: \$5,988.00 TAX EXEMPT

Terms: Half down upon acceptance of this proposal and the other half upon completion of the installation. All materials are guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Work's Compensation and Public Liability Insurance on the above work is covered by Affordable Heating.

Respectfully submitted,

Steven R. Fisher, President

Please return this section with your down payment. Thank you.

ACCEPTANCE OF THIS PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By:
(Print) _____

Signature _____

Date: _____

82

From: Bernard Mahoney <BernardMahoney@ongov.net>
To: cmowers1@aol.com <cmowers1@aol.com>
Subject: RFQ #CYOSW-92, Furnace/Air Conditioner Install
Date: Thu, Jan 31, 2019 11:28 am
Attachments: PORFQ01_1892644.pdf (11K)

Good Morning,

Please find RFQ attached.

Thank you,

PS: Please return via fax or email. Thank You!

Bernie Mahoney - Buyer
Onondaga County Division of Purchase
421 Montgomery Street 13th Floor
Syracuse, NY 13202
Ph 315-435-3473
Fax 315-435-3424

Want to do business with the county?

Simply register at: <http://www.ongov.net/purchase/>

Register In Our Supplier Portal

Once your User registration is complete you will be eligible for performing various procurement and sourcing tasks on behalf of your company. Please use the link below to self-register on our website. You will need to have your Tax Identification (TIN) or Employer Identification Number (EIN) for verification during the registration along with your W-9.

User guides covering registration and view/submitting bids are available online.

If you have any questions please contact Terrence Smith, Onondaga County Division of Purchase at (315) 435-3462 or by email TerrenceSmith@ongov.net

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Gosek

WHEREAS, the City of Oswego leases Building No. 30 located at Fort Ontario to the Oswego Players, Inc., and

WHEREAS, the terms of the lease agreement state that the City of Oswego is responsible for all maintenance and repairs to the building, and

WHEREAS, the Heating/Cooling System in the building needs to be replaced and the City of Oswego has received the low bid from Affordable Heating, Inc. in the amount of \$16,010.00 (Option I), now, therefore, be it

RESOLVED, that Mayor William J. Barlow, Jr. is hereby authorized to enter into an agreement with Affordable Heating Inc. for the replacement of the heating/cooling system at Building No. 30 located at Fort Ontario, and be it further

RESOLVED, the City Chamberlain is hereby authorized to advance current funds of the City for said project with the intent to reimburse same from bonds, and/or bond anticipation notes issues in anticipation thereof to be authorized by said bond resolution.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi	✓		
Councilor Hill, Jr. ★	✓		
Councilor Wilmott	✓		
Councilor Gosek	✓		
Councilor Tesoriero, Jr.		✓	
Councilor Corradino	✓		
TOTAL	6	1	

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 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Mayor's Office

Page No.



January 21, 2019

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

**RE: Emergency Services Agreement Between AECC & City of Oswego
Hazardous Material, Demolition & Environmental Services
City of Oswego, New York – 2019 Calendar Year
AECC Proposal Number: P19-027**

Mayor Barlow:

The Asbestos & Environmental Consulting Corporation (AECC) is pleased to offer this emergency services agreement to provide hazardous material, demolition, and environmental services on an “on-call, as-needed” basis during the 2019 calendar year. This emergency services agreement addresses AECC’s understanding of the scope of work, schedule, reporting, and fees.

PROJECT UNDERSTANDING

The City of Oswego (City) experiences emergency situations (i.e. fires, building collapse, petroleum spills, etc.) on an occasional basis. These situations generally come without warning and require an immediate response in order to address environmental and public safety concerns. As such, the City has requested AECC’s assistance in managing these events, which will help improve initial response & contractor mobilization times, communication & management with regulatory agencies, limit environmental impacts, and reduce potential liabilities / costs to the City.

SCOPE OF WORK

As emergency situations occur, AECC shall provide consulting & management services under the direction of City personnel. AECC’s services shall include, but not necessarily be limited to the following:

Task 1, Development of an Emergency Response Plan – AECC will work with City personnel to develop an immediate response plan (Plan) to address the emergency situation. The Plan will identify each party’s responsibilities, protocols & procedures to address the issue, contact persons, and a strategic execution plan. It will also include a list of pre-qualified contractors, by category, which can be authorized to perform work on the City’s behalf. Once the draft Plan is completed, AECC will provide it to the City for final review and approval. This Plan is extremely important, as it will provide a clear understanding of the scope of work to be performed and the roles / responsibilities of all parties throughout the process of addressing the emergency situation.

Mayor William H. Barlow
 City of Oswego – City Hall
Emergency Services Agreement Between AECC & City of Oswego
Hazardous Material, Demolition & Environmental Services
City of Oswego, New York – 2019 Calendar Year

Task 2, Emergency Response & Management – Upon receiving an emergency notification from City personnel, AECC will immediately begin taking action in order to coordinate the proper response. These actions include, but are not necessarily limited to the following:

- Outreach to qualified abatement, demolition, and environmental services / remediation contractors in order to schedule emergency work activities.
- Incident reporting to regulatory agencies, including, but not limited to the following: New York State Department of Labor (NYSDOL), New York State Department of Environmental Protection (NYSDEC), United States Environmental Protection Agency (USEPA), as necessary in order to help facilitate cleanup activities and fulfill regulatory reporting requirements.
- Coordination with City personnel and departments, including, but not limited to: Engineering, Code Enforcement, Fire Department, Water Department, etc.
- Submission of an emergency asbestos site-specific variance petition to the NYSDOL, as applicable on an asbestos-related project.

Task 3, Final Reporting / Close-Out Services – Upon completion of project-related work activities, AECC shall provide final project documentation to the City. The final report may include, but not necessarily be limited to the following: project monitoring logs, visual inspection reports, contractor submittals, air sampling data, laboratory reports, waste manifests, and other pertinent project-related documentation (as needed) for compliance and regulatory closeout purposes.

FEES

AECC shall complete services described in this proposal in accordance with the unit pricing table found in Attachment A of this proposal.

CLOSING STATEMENT

If you have any questions pertaining to this proposal, please do not hesitate to contact us directly at AECC's corporate office (315-432-9400). We appreciate the opportunity to submit this proposal and look forward to your response.

Sincerely,
 Asbestos & Environmental Consulting Corporation



Jeffrey Cooper
 Business Development Manager



Bryan Bowers
 President / Owner

Attachment A: Professional Rate Schedule
 Attachment B: Professional Service Agreement Acceptance & Authorization Form
 Attachment C: AECC Terms & Conditions

Mayor William H. Barlow
 City of Oswego – City Hall
Professional Services Agreement Between AECC & City of Oswego
Hazardous Material / Demolition Management & Consulting Services
City of Oswego, New York – 2019 Calendar Year

3. Attempt recycling efforts – By salvaging certain building materials, the cost burden for abatement / demolition activities may be lessened.

Task 2, Hazardous Material Pre-Demolition / Pre-Renovation Surveys – If the building is not structurally condemned, AECC shall complete a hazardous material pre-demolition or pre-renovation survey (based upon the City's plan for the subject building). Each survey shall be limited or complete, based upon the conclusions made during the initial assessment (i.e. the project plan conducted during Task 1). The services shall include: asbestos bulk sampling, lead-based paint testing, PCB caulk sampling, and other miscellaneous hazardous / special waste identification.

Task 3, Asbestos Contamination Assessments – Whenever disturbed ACMs / PACMs are discovered, an asbestos contamination assessment is required under New York State law. As required, AECC shall perform bulk sampling, air sampling, and wipe sampling (as deemed necessary) to determine the extent of the asbestos contamination caused by the asbestos-containing material disturbance. If the disturbance area is greater than 10 square feet (SF) or 25 linear feet (LF), a site-specific variance shall be required to complete abatement activities (see Task 4).

Task 4, NYSDOL Site-Specific Variance Petitions – As needed, AECC's NYSDOL-certified Asbestos Project Designer shall author a site-specific variance (SSV) petition for submission to the NYSDOL Engineering Department for review (along with the required \$350 application fee). The contents of the SSV petition for variance shall include measures to provide relief from literal interpretation of NYSDOL Industrial Code Rule 56 (ICR 56). Some examples where a SSV petition would be required by law or could significantly reduce project-related abatement costs include, but are not limited to:

- Demolition of a building with vermiculite insulation still in-place.
- Reduced poly requirements for non-friable waste dumpsters.
- Cleaning up disturbed ACMs and/or PACMs.
- Abatement work within 25' of another dwelling / residence or roadway.

Task 5, Hazardous Material Abatement Plans – AECC shall develop a comprehensive hazardous material abatement plan, based upon the nature of each respective project (i.e. renovation vs. demolition). Detailed specifications and drawings will allow for the creation of a defined scope of work for the contractors bidding on this project, generally equating into cost savings for the Client. As needed for each respective project, AECC will create the following specifications and drawings:

- **Asbestos Abatement Specifications** – AECC shall provide a NYSDOL-certified Asbestos Project Designer to create asbestos abatement specifications. The design specifications will detail the process by which the selected contractor is required to conduct asbestos abatement during the project. Additionally, this document shall serve to guide the selected contractor in the legal manner in which the contractor is to perform asbestos abatement at the subject site.

Mayor William H. Barlow
 City of Oswego – City Hall
Professional Services Agreement Between AECC & City of Oswego
Hazardous Material / Demolition Management & Consulting Services
City of Oswego, New York – 2019 Calendar Year

- *Hazardous / Special Waste Removal Specifications* – AECC shall author specifications that shall design the removal of any PCB caulk, lead paint, and/or miscellaneous hazardous / special wastes (i.e. fluorescent light bulbs, ballasts, thermostats, etc.) that are required to be removed prior to renovation or demolition-related activities.

Task 6, Demolition Specifications – As needed, AECC shall author performance-based specifications that detail the demolition of the structure(s) on site. Means and methods shall not be specified in these documents. In general, the specifications shall include: (1) overall site plan, (2) demolition requirements, (3) backfilling requirements, and (4) grading requirements. CAD drawings shall be created to depict the demolition work to be performed on each respective site.

Task 7, Request for Proposals / Bid Walks – AECC will create RFPs for abatement, demolition, and asbestos air monitoring activities (as needed). Whenever possible, AECC shall bundle buildings / properties together to help the City realize certain cost-saving efficiencies in the bidding process. Post review and approval of the RFPs by City representatives, the following protocol would be implemented:

- For routine (non-emergency) abatement and/or demolition services (contractor work), each RFP would be sent to a minimum of five (5) contractors. This would help the City receive a qualified contractor for a competitive price.
- For routine (non-emergency) asbestos air monitoring work, each RFP would be sent to a minimum of three (3) consulting firms. This would help the City receive a qualified consulting firm for a competitive price.
- Pre-bid meetings and site walkthroughs would be coordinated and mandatory for all contractor-related services (air monitoring excluded). This would reduce the amount of contested work and/or change-orders that would have a negative impact on the City's budget.
- During the bid process, AECC would answer any formal Requests for Information (RFIs).
- For all projects (emergency and non-emergency), bids would be sealed and submitted directly to the City by a specified date / time.
- Once the City receives all of the bids, City representatives and AECC personnel would open and review each RFP response and select the lowest, qualified bidder for each respective bid package.

Task 8, Pre-Project Submittal Review – AECC would review each contractor's submittal package for required health & safety plans, insurance, permits, notifications, employee training, and other pertinent job-related documentation prior to the commencement of work activities. This measure would help protect the City from a risk management and general liability perspective.

Mayor William H. Barlow
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Professional Services Agreement Between AECC & City of Oswego
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City of Oswego, New York – 2019 Calendar Year

Task 9, Asbestos Air Monitoring Services – AECC will retain the services of a consulting firm (based on the results of the bid process) to conduct asbestos air sampling and perform final visual inspections, as required by New York State Industrial Code Rule 56. The air monitoring firm would oversee the asbestos abatement contractor for compliance with the applicable codes, rules, and regulations. Air samples collected during the asbestos abatement work will be submitted to an independent laboratory for Phase Contrast Microscopy (PCM) analysis. Background, work area preparation, abatement, and cleaning air samples will be analyzed within two (2) days, as per the applicable regulations. Clearance air samples will be analyzed on a rush basis, with the results reported either the same day, or the next business morning, based upon the project schedule.

Task 10, Asbestos Abatement Services – For buildings that are not structurally condemned, AECC will retain a subcontractor (based on the results of the bid process) to complete the asbestos abatement work at each building, as applicable.

Task 11, Hazardous & Special Waste Removal Services – For buildings that are not structurally condemned, AECC will retain a subcontractor (based upon the results of the bid process) to complete the hazardous and special waste removal services at each subject building. This would include the removal and disposal of PCB-containing caulk, lead paint, florescent light tubes, solvents, paints, thermostats, etc. (as applicable).

Task 12, Demolition Services – As needed, AECC would provide a subcontractor (based on the results of the bid process) to complete demolition activities at each respective building.

Task 13, Subcontractor Management Services – AECC will manage / coordinate all contractors / consultants to facilitate abatement and demolition related activities, as applicable. As part of this process, AECC will review the associated quantities of asbestos / hazardous waste generated from each building and verify that the amount of asbestos / hazardous waste leaving the City-owned properties match the quantities received by the landfills. Additionally, AECC would oversee the demolition work for project compliance purposes. The oversight would be completed both on-site and off-site.

SCHEDULE & FINAL REPORTING

Schedule – AECC shall coordinate and schedule all services with the City and any contractors and/or consultants retained under this agreement.

Final Reporting / Close-Out Services – Within thirty (30) days of completing the work at each respective site, AECC shall provide final project documentation to the City documenting project activities. The final report will include project monitoring logs, visual inspection reports, contractor submittals, air sampling data, laboratory reports, waste manifests, and other pertinent project-related documentation (such as site-specific variances) for compliance purposes.

FEES FOR SERVICES

AECC shall complete the additional services described in this agreement in accordance with the unit pricing table found in Attachment A of this proposal.

Mayor William H. Barlow
City of Oswego – City Hall
**Professional Services Agreement Between AECC & City of Oswego
Hazardous Material / Demolition Management & Consulting Services
City of Oswego, New York – 2019 Calendar Year**

CLOSING STATEMENT

We are very excited about this opportunity and strongly believe that we can provide the value that the City of Oswego is looking for in a management firm under this agreement. If you have any questions pertaining to this proposal, please do not hesitate to contact us directly at AECC's corporate office (315-432-9400). We appreciate the opportunity to potentially work with you on the City's abatement and demolition projects during the 2019 calendar year.

Sincerely,
Asbestos & Environmental Consulting Corporation



Jeffrey Cooper
Business Development Manager



Bryan Bowers
President / Owner

Attachment A: Professional Unit Rate Table
Attachment B: Professional Service Agreement Acceptance & Authorization Form
Attachment C: AECC Terms & Conditions

ATTACHMENT A

Professional Unit Rate Table



PROFESSIONAL RATE SCHEDULE – CITY OF OSWEGO PROJECTS

<u>Description of Contracted Services</u>	<u>Fee Description</u>
Abatement Contractor.....	AECC Cost + 10%
Hazardous Waste Removal Contractor.....	AECC Cost + 10%
Demolition Contractor.....	AECC Cost + 10%
Asbestos Air Monitoring Company.....	AECC Cost + 10%

<u>Description of Professional Staff</u>	<u>Hourly Rate</u>
Principal / Professional Engineer.....	\$130 per hour
Senior Project Manager.....	\$115 per hour
Project Manager.....	\$100 per hour
Staff Professional.....	\$ 85 per hour
Senior Field Technician IV.....	\$ 75 per hour*
Field Technician III.....	\$ 70 per hour*
Field Technician II.....	\$ 65 per hour*
Field Technician I.....	\$ 60 per hour*
Senior Administrative / CAD Draftsperson.....	\$ 55 per hour*
Administrative Support.....	\$ 45 per hour*

<u>Description of Laboratory Rates – Asbestos Air & Wipe Samples</u>	<u>Unit Rate</u>
PCM Air Sample, 24-Hour TAT.....	\$ 10 per sample
PCM Air Sample, Rush Weekday TAT.....	\$ 12 per sample
PCM Air Sample, Rush Weekend TAT.....	\$ 15 per sample
TEM Air Sample, 24-Hour TAT.....	\$ 65 per sample
TEM Air Sample, Rush TAT.....	\$ 75 per sample
PLM Wipe Sample, 24-Hour TAT.....	\$ 25 per sample

<u>Description of Laboratory Rates – Hazardous Material Bulk Samples</u>	<u>Unit Rate</u>
Asbestos PLM Friable Bulk Sample, 5-Day TAT.....	\$ 12 per sample
Asbestos PLM Friable Bulk Sample, 24-Hour TAT.....	\$ 20 per sample
Asbestos PLM NOB/TEM Bulk Sample, 5-Day TAT.....	\$ 50 per sample
Asbestos PLM NOB/TEM Bulk Sample 24-Hour TAT.....	\$ 65 per sample
Asbestos Surfacing Sample (198.8), 7-Day TAT.....	\$450 per sample
Lead Paint Chip Sample, 5-Day TAT.....	\$ 15 per sample
Lead Paint Chip Sample, 24-Hour TAT.....	\$ 25 per sample
PCB Caulk Bulk Sample, 5-Day TAT.....	\$ 75 per sample
PCB Caulk Bulk Sample 24-Hour TAT.....	\$125 per sample

<u>Miscellaneous Charges</u>	<u>Fee Description</u>
Expedited Fed-Ex Shipping.....	AECC Cost + 5%
Mileage (Per Mile, No Markup).....	IRS Federal Rate
NYSDOL Variance Petition.....	\$1,500 Per Petition

Notes:

1. For any non-exempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.35 times the hourly labor billing rates shown.

UNIT RATE SCHEDULE – CITY OF OSWEGO OWNED BUILDINGS

2. Monthly invoices will be submitted for payment covering services and expenses accrued during the preceding month. Invoices are due within 30 days of receipt. A late payment charge of 1.0% per month will be added to all amounts not paid within 30 days of the invoice date.
3. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter. Both parties reserve the right to extend this contract for another three (3) years (on a per year extension basis), provided that both parties agree to extend the services at the conclusion of each calendar year and there are no significant changes to the contract or rates proposed in this agreement.
4. Any out-of-pocket expenses not specifically covered, but required to facilitate services under this agreement, shall be billed at AECC's cost plus ten percent (10%).
5. If requested, rush turnaround times for bulk sample analyses and weekend laboratory analysis for air sample analyses are available for an additional surcharge fee.

ATTACHMENT B

Professional Service Agreement Acceptance & Authorization Form

Mayor William H. Barlow
City of Oswego – City Hall
**Professional Services Agreement Between AECC & City of Oswego
Hazardous Material / Demolition Management & Consulting Services
Calendar Year 2019 – City of Oswego, New York**

PROFESSIONAL SERVICE AGREEMENT ACCEPTANCE AND AUTHORIZATION FORM

By signing below, the Client understands the scope of work, fee structure, and terms & conditions of this proposal (AECC PSA Number: P19-024).

By: _____

Company: _____

Title: _____

Date: _____

CLIENT / BILLING INFORMATION

The invoice should be mailed to the following:

Name: _____

Company: _____

Address: _____

Phone Number: _____ Fax Number: _____

Purchase Order Number (if applicable): _____

*Email Address (required): _____

*AECC e-mails all invoices due for payment. If you require a hard copy of the invoice, in addition to the electronic copy, please check the box below:

☐ Please mail my invoice

Agreement No. P19-024

January 21, 2019

Asbestos & Environmental Consulting Corp. ~ 6308 Fly Road, East Syracuse, NY 13057 ~ (315) 432-9400 ~ (315) 432-9405 fax

ATTACHMENT C

AECC Terms & Conditions

ASBESTOS & ENVIRONMENTAL CONSULTING CORPORATION (AECC)
TERMS & CONDITIONS

1. **Services.** This Agreement is entered into between Client and Asbestos & Environmental Consulting Corporation ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these Terms & Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not the responsibility of the Consultant. This Agreement, including the contents of the proposal and the Terms & Conditions, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client. All time and mileage shall be billed from portal to portal from the nearest AECC office.
2. **Payment.** Client shall pay invoices within fifteen (15) days of receipt. Invoices not paid within fifteen (15) days of the invoice date shall be subject to a late payment fee of 1 1/2% per month from the date of invoice (18% annually). For municipal Clients in New York State, late payment fees shall be incurred up to 9% annually.
3. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
5. **Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation or tort) to the greater of \$25,000 or the amount of Consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
6. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
7. **Samples.** All samples shall remain the property of the Client. Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples.
8. **Client Responsibilities.** Client shall bear sole responsibility for (a) overall jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
9. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
10. **Indemnification.** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses ("Claims") arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to, Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant's sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
11. **Attorneys' Fees.** Client agrees to pay upon demand all of Consultant's costs and expenses, including Consultant's reasonable attorneys' fees and disbursements, incurred in connection with the enforcement of this Agreement.
12. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination. This shall include weather related conditions.
13. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of New York. If any term herein is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect. If there is a lawsuit, Client hereby submits to the jurisdiction of the courts of and located within in Onondaga County, New York. Nothing herein shall affect the right of the Consultant to bring any action or proceeding against the Client or its property in the courts of any other jurisdiction.
14. **Additional Provisions.** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.

City of Oswego
Water Treatment Facility

Chief Operator and Compliance Support

submitted by



February 2019

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CONSULTING AND STAFFING SUPPORT SERVICES

By and between CAMDEN GROUP INC., 9008 State Route 13, Camden, NY 13316 (hereinafter referred to as "Consultant"), and the CITY OF OSWEGO, 13 West Oneida Street, Oswego NY 13126 (hereinafter referred to as "Owner"):

WITNESSETH:

WHEREAS, Owner wishes Consultant provide the services of a Professional New York State Certified 1A Water Treatment Plant Operator for the Owner's Water Treatment Facilities and Professional Engineering services for Chlorine Modifications.

WHEREAS, Owner wishes the Consultant's 1A Operators to develop operating protocols and standard operating procedures and provide oversight of said protocols and procedures.

WHEREAS, Owner wishes Consultant to provide Certified over site of the microbiological laboratory analysis.

WHEREAS, Owner wishes Consultant to provide Professional Engineering Services to complete modifications to disinfection system.

WHEREAS, Consultant has agreed to provide the same; and

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

I. Scope of Services

- a. **Consultant will provide one (1) NYS Certified 1A Water Treatment Plant Operators, one (1) Lab Manager and one (1) professional manager versed in water regulations and management protocols for the Owner's Water Treatment Facilities to satisfy the New York State Department of Health and Federal regulatory requirements regarding water treatment oversight, and the needs of the Owner.**
- b. **Consultant's Chief Operators will be on-site for an average of 60 hours per month and be available by phone, video conference, email and text 24 hours per day 7 days per week. The Lab Manager will be on site an average of 8 hours per month to review Laboratory operations and QA/QC. The Professional Manager will be on site and average of 20 hours per month to assure all procedures and protocols are being met as determined and designed by the 1A Operators.**

- c. Provide Engineering Services to design modifications to disinfection system to change from Gas Chlorine to Sodium Hypochlorite.**
- d. Consultant will train Owner's staff in the proper protocol to attain maximum operational efficiency and compliance with the permits and regulations of the New York State Department of Health and USEPA.**
- e. Consultant will maintain well-documented records of operations performed by Consultant's staff and Owner's staff.**
- f. Consultant will be responsible for regulatory compliance recording and reporting to the New York State Department of Health and EPA as required.**
- g. Consultant will be available for routine inspections and meeting with all regulatory agencies and Owner's representatives.**
- h. Consultant will comply with all applicable Federal, State and Local laws, rules and regulations.**
- i. Consultant assures that appropriate protocols will be developed to operate and maintain facilities.**
- j. Consultant will be responsible for training Owner's staff on protocols and procedures and overseeing the compliance of the water treatment facilities.**
- k. Consultant will provide Owner with reports identifying areas for operational improvements and equipment maintenance repair to be performed in order to achieve the goals of the Owner in regard to facility performance and upgrades/renewal.**
- l. Owner will provide management, staffing and funding to implement the corrective and preventive maintenance items identified by the Consultant.**
- m. Consultant shall make the water treatment and conveyance facilities available to the Owner at any time.**

II. Services Not Provided by Consultant:

- a. Engineering fees (billed separately as needed)
- b. Legal fees
- b. Utility costs (to be billed directly to Owner).
- c. Chemical costs (to be billed directly to Owner).
- d. Sludge hauling and removal (both wet and dry).
- e. Laboratory fees.
- f. Equipment and Supplies.
- g. Emergency Repairs.
- h. Landscaping/mowing.
- i. Snow removal.

III. Term of the Agreement:

- a. The initial term of this Agreement shall be for one (1) year commencing on the Service Commencement Date. Thereafter, this Agreement shall be automatically renewed for a subsequent two (2) year period, unless canceled by either party for any reason by written notice to the other party no less than 90 days before the expiration of such period. The Service Commencement Date shall be

_____.

IV. Termination:

- a. Either party hereto may terminate this agreement with cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or may be hand delivered. If hand delivered, the notice shall be effective as of the day of delivery; if mailed, on the date of posting.

V. Compensation:

- a. Consultant shall be compensated as follows:
 - i. \$4,940.00 per month for 1A management and Lab Manager
 - ii. \$36,500 to complete chlorine modification design
- c. In the event that Owner requests Consultant to provide services over and above those set forth herein, said services will be billed at the following rates:
 - 1. Principal \$150.00 per hour
 - 2. Professional Engineer \$125.00 per hour
 - 3. Chief Operator \$115.00 per hour
 - 4. Lab Manager \$100.00 per hour

Additional hours will be billed only with the prior written consent of the Owner. All invoices are payable thirty (30) days from invoice date.

VI. Insurance:

- a. Consultant shall, at the time of execution of this agreement, maintain insurance in the minimum amount of \$4,000,000 for personal injury and property damages, as well as statutory Worker's Compensation and Disability coverage, a copy of which policy Consultant agrees to supply to Owner. Such policy shall be in full force and effect during the term of this agreement. Notice of any changes, cancellations, or renewals of such insurance shall be promptly given to Owner.

VII. Force Majeure:

- a. Consultant shall not be deemed to be in default if performance of the obligations required by this agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrences of any such event, Consultant shall operate the facilities on a best efforts basis (at no additional cost to Consultant) and shall not be responsible for effluent characteristics or damages, fines, penalties or claims resulting therefrom; if any additional expense is incurred by Consultant in such operations, that expense shall be an Extraordinary Cost, and shall be reimbursed by Owner.

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VIII. Existing Equipment:

- a. Any equipment and tools currently owned by Owner will remain the property of Owner and will be replaced by Owner. Consultant shall have the right to use any such equipment in the normal daily operation, maintenance and emergency repair of the Owner facilities.

IX. Independent Contractor:

- a. The relationship of Consultant to Owner is that of an independent contractor. None of the employees or agents of Consultant shall be considered employees of Owner.

X. Enforcement:

- a. The failure of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

XI. Assignment:

- a. This Agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.

XII. Entire Agreement:

- a. This Agreement contains the entire Agreement between Owner and Consultant, and supersedes all previous or contemporaneous communications, representations or agreements. This Agreement may be modified only by written amendment signed by both parties.

XIII. Notices:

- a. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid. Notices required to be given to Consultant shall be addressed as follows:

Mr. Kenneth Scherrieble
President
Camden Group, Inc.
9008 State Route 13
Camden, NY 13316

- b. Notices required to be given to Owner shall be addressed as follows:

Mayor
City of Oswego
13 West Oneida Street
Oswego, NY 13126

XIV. Severability:

- a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the valid portion thereof eliminated.

The City of Oswego (OWNER) and Camden Group, Inc. (CONSULTANT) have caused this Agreement to be duly executed as of the day and year first above written:

CAMDEN GROUP, INC. (CONSULTANT):

By:  Date: _____
Kenneth G. Scherrieble
President

CITY OF OSWEGO (OWNER):

By: _____ Date: _____
William J. Barlow
Mayor

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Gosek

WHEREAS, the City of Oswego sometimes experiences emergency situations that require an immediate response in order to address environmental and public safety concerns, and

WHEREAS, AECC Environmental Consulting provides consulting and management services which will improve response and contractor mobilization times, communication and management with regulatory agencies, limit environmental impacts, and reduce potential liabilities for the City of Oswego, and

WHEREAS, AECC Environmental Consulting also provides planned (non-emergency) abatement and demolition services on an as needed basis to ensure planned abatement and demolition needs are completed in a safe and timely manner, now, therefore be it

RESOLVED, that Mayor William J. Barlow, Jr. and the Oswego Common Council in a continuing effort to keep the City of Oswego residents safe from environmental and public safety concerns as well as ensuring high quality of life for everyone wish to obtain the services provided by AECC Environmental Consulting, on an as needed basis, and be it further

RESOLVED, that Mayor William J. Barlow, Jr. is hereby authorized to execute all agreements necessary with AECC Environmental Consulting to provide emergency and planned services, as needed.

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

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Mayor's Office

Page No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: _____

- ☐ 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 |

William J Barlow, Jr. requests authorization to sign an agreement with Camden Group to manage the Oswego water plant and perform the chlorine modification design (see attachment.)

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Tesoriero

WHEREAS, the City of Oswego previously entered into a Consulting and Staffing Support Services Agreement with Camden Group for the operation and maintenance of the City's Water Treatment Facilities, which has been most beneficial to the taxpayers of Oswego; and

WHEREAS, Camden Group has proposed to enter into a similar agreement for the operation and maintenance of the City's Water Treatment Facility in accordance with terms of a contract dated February 2019, incorporated by reference herein, inclusive of a chlorine modification design; and

WHEREAS, the Common Council declares it to be in the best interest of the taxpayers of the City of Oswego to enter into a one (1) year agreement with Camden Group for the City of Oswego Water Treatment Facility and related services as proposed; now, therefore be it

RESOLVED, that the proposed Consulting and Staffing Support Services Agreement with Camden Group for the operation and maintenance of the City's Water Treatment Facility dated February 2019 and incorporated by reference herein is hereby approved; and it is further

RESOLVED, that William J. Barlow, Jr., as Mayor of the City of Oswego, is hereby authorized to execute the Consulting and Staffing Support Services Agreement with Camden Group for the operation and maintenance of the City's Water Treatment Facility.

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

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26, 2019

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Attorney

Page No. 1

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: February 19, 2019

- ☐ 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:

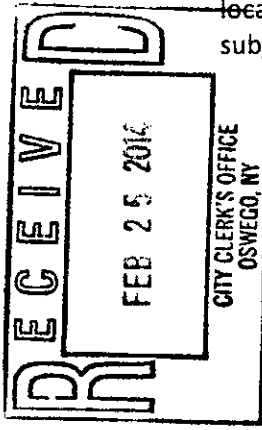
Mayor William J. Barlow, Jr. is requesting approval to enter into an renewal lease agreement with the H. Lee White Maritime Museum for the lease of the Oswego West Pierhead Lighthouse.

Thank you for your time and consideration.

This Lease is made between the CITY OF OSWEGO, a municipal corporation, whose address is 13 West Oneida Street, Oswego, NY 13126 (the "City") and the H. LEE WHITE MARINE MUSEUM GUILD, INC., a 501(c)(3) nonprofit corporation, whose address is 1 West First Street, Oswego, NY 13126 (the "Lessee").

1. **LEASED PROPERTY.** Under the terms and conditions of this Lease, the City leases to the Lessee the property known as Oswego West Pierhead Light, located at the end of the Oswego Breakwater wall at the entrance to the Oswego Harbor, described with particularity in the Deed, attached as Exhibit A, dated April 2, 2009, and recorded in the Oswego County Clerk's Office at R-2009-003928, including all improvements and appurtenances that exist on the facility.
2. **TERM.** This lease shall be for five (5) years. The term of this lease shall begin on March 1, 2014 and end on February 28, 2019. This Lease will continue to be renewed for five-year periods automatically, unless terminated sooner under paragraph 13 of this Lease.
3. **RENT.** The rent for the term of this Lease shall be one dollar (\$1.00) per year.
4. **EXISTING COVENANTS, EASEMENTS AND RESTRICTIONS.** Lessee agrees to adhere to and perform all of the City's covenants, easements and restrictions contained in said Exhibit A, which covenants, easements and restrictions are incorporated herein by reference. In addition, the City reserves the right to grant additional easements, licenses, and rights of way on or across the Leased Property, if needed in the public interest.
5. **AUTHORIZED USES OF THE LEASED PROPERTY.** The Lessee shall use the Leased Property to restore, rehabilitate, maintain and preserve, and allow for public access to the property and establish a museum/exhibit that would show and detail the history of the Lighthouse, as more particularly described in the Five-Year Plan attached as Exhibit B.

A. All uses of the Leased Property must comply with local zoning ordinances and regulations and with all local, state and federal regulations, laws and statutes. In addition, Lessee shall use the Leased Property subject to the following restrictions:



- i. As part of its ongoing fundraising to restore and maintain the Lighthouse, *the Lessee* may sell items, including, but not limited to, sweatshirts, tee-shirts, mugs, note cards, note pads, magnets, etc.
- ii. Lessee shall not discharge any toxic materials upon the premises nor shall any waste, trash or other debris be left upon the leased premises.
- iii. Any use of the Leased Property which discriminates against an individual or entity in a manner which violates the New York State Human Rights Act and any federal civil rights law or statute shall be prohibited.
- iv. *The Lessee* may open the Lighthouse for public tours and charge entrance fees and/or have a donation box at the entrance.
- v. *The Lessee* may make the Lighthouse available for private functions and charge a fee for use of the Lighthouse for this purpose.

- B. The Lessee shall obtain written consent from the City before using the Leased Property for any other purposes.
- C. The City's Lease Agreement (parks and recreation Lease W911XK-1-09-1001) with the US Army Corps of Engineers (USACE) noted in the City's deed Exhibit A, which includes the caisson or base of the lighthouse, shall extend to the Lessee for the related use.

6. **RENOVATION OF PREMISES.**

- A. **Renovations by Lessee.** Lessee agrees to improve and renovate the Leased Property as more particularly described in the Five-Year Plan attached as Exhibit B hereto.
- B. **Renovations Must Comply With Building Code.** In addition to complying with the covenants, easements and restrictions contained in Exhibit A, all renovations by the Lessee must comply with applicable building codes. Permits shall be obtained from the City of Oswego as applicable for all renovations and shall be subject to final approval according to the Code of the City of Oswego.
- C. **Building Locks.** Lessee, at Lessee's expense, shall replace all locks on the Leased Property and shall provide the City with two complete sets of keys and combinations, which provide access to the Leased Property.

- D. Inspections by City. The City, upon reasonable notice, shall be entitled to inspect the Leased Property at all reasonable times to review renovation work or to review any other component of the building and activities taking place thereon. In case of an emergency or if notice is impractical or impossible to provide, the City is entitled to enter the Leased Property without advance notice to the Lessee.
- E. Improvements Remain Property of City. All improvements, repairs, and additions made to the building and the grounds shall remain at the Leased Property at the termination of the Lease and shall become the sole property of the City.
- F. Improvements to be approved by City. Any amendments to the Five-Year Plan attached as Exhibit B, must have prior written approval by the City, which approval shall not be unreasonably withheld.
- G. NY SHPO Approval. The lighthouse is listed on the National Register of Historic Places. Therefore, appropriate approval from NY SHPO of plans and specifications for renovations, rehabilitation and restoration are required.

7. MAINTENANCE OF PREMISES.

- A. Inspection of Buildings and Grounds. Upon agreement of the parties to enter into this Lease Agreement but prior to Lessee taking possession, an inspection and survey of the buildings and grounds shall be undertaken by the Lessee. The City agrees to make available for inspection to the Lessee and all inspectors all past inspections and records relating to the Leased Property that are in the possession of the City. Copies of records and inspections may be made available electronically or at cost.
- B. Lessee Takes Building As Is. Upon completion and inspection by the Lessee, the Lessee accepts the building "as is" with the inspection and survey forming the baseline of data for the condition of the building. In particular, the Lessee waives any claims it may have now or in the future against the City, its officers, employees and agents, relating to any air quality issue in the building. Both parties agree that the Lessee is not responsible for the removal of any harmful materials in the water around the lighthouse, unless such materials have been deposited by the Lessee, its employees, agents, or contractors.
- C. Maintenance and Operation By Lessee. The Lessee, upon commencement of the Lease, shall assume responsibility for all day-to-day maintenance and repair of the building and shall keep the Leased Property in at least as good condition as it was received. Such maintenance shall include preventative maintenance, servicing of all mechanical equipment on an annual basis, replacement of filters and light bulbs, testing of backflow preventers on the water system, seasonal shutdowns and energizing of water systems, compliance testing as required for fuel pumps, and otherwise ensuring that all equipment and fixtures are maintained in good and safe condition. Both the interior floors, walls and ceilings and all exterior features of the building shall also be maintained and repaired in good and functional condition so that the building will not deteriorate.
- D. Utilities. Lessee shall be responsible for all utilities servicing the premises, including electricity, fuel, telephone, telecommunications, trash removal, sewer and water fees and all other utilities that may serve the Leased Property.
- E. Maintenance Reports. Lessee shall maintain reports regarding all maintenance and improvements to the premises, equipment and systems serving the premises. Such reports shall be updated quarterly and shall be available for inspection at all times by City upon City's request. Such reports shall detail work performed, name of entity performing the work, dates work was performed, costs of service, status of any equipment failures and status of any work in progress as of the date of the report.
- F. Capital Improvements and Repairs. The Lessee shall be responsible for all capital improvements and repairs on the premises, including those described in Exhibit B attached hereto and incorporated herein.

8. REPORTS.

- A. Lessee agrees to provide a copy of its Annual Report and its Federal and State of New York Income Tax Returns to the City upon request. In addition, if Lessee has a review or audit undertaken by a certified public accountant, then that review or audit shall be made available to the City upon request.
 - B. Lessee agrees to provide the City with annual reports detailing that the action it has taken to restore, rehabilitate, and preserve the premises and itemizing its public education programs regarding the lighthouse as required by the National Park Service.
9. INSURANCE. The City shall maintain property insurance (property damage) on the Leased Property. Lessee shall procure and maintain at its expense a policy of property insurance on the contents of the building with the exception of the Aids to Navigation Equipment, and a general liability policy to include coverage for

volunteers and staff working at the Lighthouse and all other persons entering upon the Leased Property, for a minimum coverage of one million dollars, which policy shall name the City as additional insured.

- A. Lessee Shall Indemnify the City. Lessee will indemnify, defend, and hold harmless the City, its officers, directors, employees and subcontractors from (i) any costs, expenses, liabilities (including costs, expenses, or liability of third party and attorney's fees) for bodily injury (including death), damage to tangible property, or regulatory noncompliance, or (ii) any fines or penalties for any and all violations of applicable laws of which in the case of (i) and (ii) are caused by or arise from Lessee's breach of this Agreement or the negligent or willful acts or omissions of Lessee or its agents, employees, contractors, or subcontractors.
- B. City Not Responsible for Lessee Negligence. The City will not be responsible for any portion of loss, damage, or liability arising from contributory negligence by Lessee, Lessee's employees, agents, staff or subcontractors.
- C. City to Indemnify Lessee for City Negligence. The City will indemnify, defend, and hold harmless Lessee, its officers, directors, employees and subcontractors from (i) any costs, expenses, or liabilities (including costs, expenses, or liability of third party and attorney's fees) for bodily injury (including death), damage to tangible property, or regulatory noncompliance, or (ii) any fines or penalties for any and all violations of applicable laws of which in the case of (i) and (ii) are caused by or arise from the City's breach of this Agreement or the negligent or willful acts or omissions of the City or its agents, employees, contractors, or subcontractors.

10. APPLICATION OF NEW YORK LAW. Nothing contained herein shall affect, eliminate, remove or alter the protection afforded the City by any section of New York State Law. Furthermore, the coverage specified by this clause shall not extend to any act or omission by the City for which governmental immunity has been granted pursuant to New York State Law.

11. DISPUTE RESOLUTION. The parties shall meet and attempt to resolve all disputes arising under the Agreement. The parties shall use good faith and timely efforts to resolve any dispute. In the event the dispute is not resolved, the parties have the option of taking whatever legal steps they deem necessary to resolve the dispute.

12. NONASSIGNABILITY AND LESSEE REPORTS.

- A. Nonassignability. Lessee shall not assign this Lease or sublet the Leased Property without the prior written consent of the Common Council of the City.
- B. Occupancy to Conform to Purpose Of Lease. The Lessee may not permit use of the facilities outside the scope of the purposes of this Lease, namely to be used for educational, historic, recreational, cultural and wildlife conservation programs for the general public and for such other uses as the City determines to be not inconsistent or incompatible with such uses.

13. TERMINATION.

- A. Abandonment by Lessee. Should Lessee vacate or abandon the Leased Property at any time prior to the termination date of the Lease, such vacation or abandonment shall be a breach of this Lease and, in addition to any other rights the City may have, the City may enter the premises, retake possession thereof, and remove any property belonging to Lessee which shall remain on the premises.
- B. Default by Lessee. If, through any cause, Lessee shall fail to fulfill in a timely and proper manner its obligations under this Lease, or if Lessee should violate any of the covenants, agreement, terms, conditions or stipulations of this Lease, the City shall thereupon have the right to terminate this Lease by giving thirty (30) day written notice, by certified mail to the address above given to Lessee of such termination and specifying the effective date thereof. Notwithstanding the above, Lessee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Lease by Lessee.
- C. Convenience of City. This Lease may be terminated by the City for convenience upon one (1) year written notice to Lessee.
- D. Mutual Agreement. This lease may be terminated at any time by mutual agreement of the parties. Should such termination occur, no damages shall be due to either party as a result of such termination.

14. OTHER GENERAL CONDITIONS.

- A. New York Law. This Lease shall be governed by and construed in accordance with the laws of the State of New York.

- B. Amendment and Severability. No amendment to this Agreement may be made except in writing signed by both parties and approved by the Common Council of the City. In the event that any provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court, the invalidity or unenforceability thereof shall not affect any of the other provisions.
- C. Integrated Document. This Lease with its attachments represents the entire and integrated agreement between the City and the Lessee and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral.
- D. Personal Property Taxes. The Lessee shall be responsible for taxes against personal property as the same may be allowed and assessed under New York and federal law.
- E. Real Estate Taxes. The property is exempt from real estate taxes.
- F. City Mayor as Decision-Maker. Unless stated otherwise in the agreement, the City Mayor shall serve as City's decision-maker for all purposes concerning the operation of this Lease.
- G. Notice. All communications and notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by certified mail, addressed at the address above first written, or to such other addresses as the parties may designate in writing from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of February 2014.

CITY OF OSWEGO

By: Thomas W. Gillen
Thomas W. Gillen
Mayor – City of Oswego

STATE OF NEW YORK)

)ss.:

COUNTY OF OSWEGO)

On February 25 2014 before me, the undersigned, personally appeared Thomas W. Gillen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jeanne L. Byrne
Notary Public

JEANNE L. BYRNE
Notary Public, State of New York
No. 016467284
Qualified in Oswego County
Commission Expires October 31, 2014

. Lee White Marine Museum Guild, Inc.

By: Richard Bush
Richard Bush, President

STATE OF NEW YORK)

)ss.:

COUNTY OF OSWEGO)

On February 25 2014 before me, the undersigned, personally appeared Richard Bush, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jeanne L. Byrne
Notary Public

JEANNE L. BYRNE
Notary Public, State of New York
No. 016467284
Qualified in Oswego County
Commission Expires October 31, 2014

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

Enwright

RESOLUTION TO AUTHORIZE LEASE AGREEMENT FOR THE OSWEGO WEST PIERHEAD LIGHTHOUSE WITH THE H. LEE WHITE MARINE MUSEUM GUILD, INC.

WHEREAS, the City of Oswego has acquired the Oswego West Pierhead Lighthouse from the U.S. Government to protect and preserve the National historic site and provide historical and cultural interpretation and ultimately to provide limited public access to this historic resource, and

WHEREAS, it was established at the time of the City of Oswego's proposal that the H. Lee White Marine Museum would be the predominant resource to provide the historical and cultural interpretation for the lighthouse, and

WHEREAS, the H. Lee White Marine Museum Guild has proposed the attached lease for the establishment of a formal agreement to take possession and direct all activities regarding lighthouse visitation and historic interpretation as well as volunteer restoration projects for the lighthouse, and

WHEREAS, the H. Lee White Marine Museum Guild, Inc. understands that the attached lease agreement includes taking on all the responsibilities involved with the agreements with the U.S. Government, the U.S. Army Corps of Engineers, the U.S. Coast Guard and its ownership of all Aides to Navigation, the New York State Historic Preservation Office and all obligations to comply with the U.S. Secretary of Interior's Standards for Historic Preservation for historic resources, it is therefore

RESOLVED, that the attached lease agreement is hereby approved and the Mayor is authorized to sign said agreement.

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

ADOPTED LOST

Recommended by Physical Services
Committee

Chairman Myers

I certify that the foregoing resolution
was duly passed by the Common Council
on the 27th day of January 2014

Barbara E. Sugar
BARBARA E. SUGAR

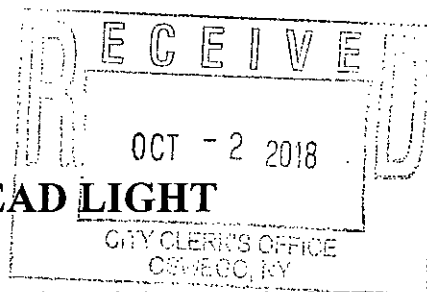
City Clerk

Thomas W. Gillen
THOMAS W. GILLEN

Mayor

Approved January 28 2014Resolution prepared by Community Development

Page No. _____

FILE COPY**FIRST AMENDMENT TO
LEASE OF OSWEGO WEST PIERHEAD LIGHT**

This First Amendment to the Lease of Oswego West Pierhead Light is made between the CITY OF OSWEGO, a municipal corporation, whose address is 13 West Oneida Street, Oswego, New York 13126 (the "City" and the H. LEE WHITE MARINE MUSEUM GUILD, INC., a 501(C)(3) nonprofit corporation, whose address is 1 West First Street, Oswego, New York 13126 (the "Lessee"), collectively (the "Parties").

WHEREAS, the Lease of Oswego West Pierhead Light (the "Leased Property") was entered into by and between the Parties on or about February 25, 2014, for an initial term of five (5) years commencing March 1, 2014 and ending on February 28, 2019 (the "Lease Agreement"); and

WHEREAS, the City of Oswego secured a \$100,000 State & Municipal Facilities Grant (the "Grant"), through Assemblyman William A. Barclay, to be administered through the New York State Dormitory Authority ("DASNY") for certain improvements to the Leased Property; and

WHEREAS, DASNY has requested that language be added to Paragraph 7.C. of the Lease Agreement to ensure compliance with the terms of the Grant, inclusive of a provision stating; "All such maintenance shall be performed in accordance with the Secretary of Interior's Standards for the Treatment of Historic Properties."

NOW, THEREFORE, upon mutual consideration the Parties have agreed to amend the Lease Agreement as more fully set forth below.

1. **AMENDMENT TO PARAGRAPH 7.C.** The provisions contained in Paragraph 7.C. of the Lease Agreement are amended to read as follows:

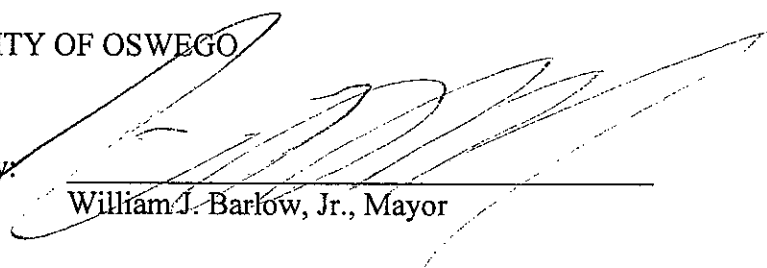
C. **Maintenance and Operation by Lessee.** The Lessee, upon commencement of the Lease, shall assume responsibility for all day-to-day maintenance and repair of the building and shall keep the Leased Property in at least as good condition as it was received. Such maintenance shall include preventative maintenance, servicing of all mechanical equipment on annual basis, replacement of filters and light bulbs, testing of backflow preventers on the water system, seasonal shut downs and energizing of water systems, compliance testing as required for fuel pumps, and otherwise ensuring that all equipment and fixtures are maintained in good and safe condition. Both the interior floors, walls and ceilings and all exterior features of the building shall also be maintained and repaired in good and functional condition so that the building will not deteriorate. All such maintenance shall be performed in accordance with the Secretary of Interior's Standards for the Treatment of Historic Properties.

2. **TERMS OF LEASE AGREEMENT CONTINUE.** The balance of provisions contained in the Lease Agreement shall remain in full force and effect and shall be binding on the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of September 2018.

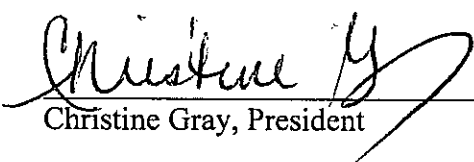
CITY OF OSWEGO

By:


William J. Barlow, Jr., Mayor

H. LEE WHITE MARINE MUSEUM GUILD, INC.

By:


Christine Gray, President

STATE OF NEW YORK))SS.:
COUNTY OF OSWEGO

On September 25, 2018 before me, the undersigned, personally appeared William J. Barlow, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

STATE OF NEW YORK))SS.:
COUNTY OF OSWEGO

On September 25th, 2018 before me, the undersigned, personally appeared Christine Gray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

9/28/22

file

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the City of Oswego and the H. Lee White Marine Museum Guild, Inc. entered into a lease agreement for the lease of the Oswego West Pierhead Light (the "Lighthouse") effective March 1, 2014 through February 28, 2019 (the "Lease Agreement"); and

WHEREAS, the City of Oswego, as owner of the Lighthouse, recently secured a \$100,000 State & Municipal Facilities Grant (the "Grant"), through Assemblyman William A. Barclay, to be administered through the New York State Dormitory Authority ("DASNY") for certain improvements to the Lighthouse; and

WHEREAS, as part of the grant compliance DASNY is requiring that certain language be added to the Lease Agreement; and

WHEREAS, the Lease Agreement requires that any amendments to the agreement require the approval of the Common Council, the Common Council hereby determines it to be in the best interest of the City of Oswego to authorize the amendment; now, therefore, be it

RESOLVED, that the amendment to Paragraph 7.C. of Lease Agreement is hereby approved to add the following sentence to the end of the paragraph: "All such maintenance shall be performed in accordance with the Secretary of Interior's Standards for the Treatment of Historic Properties."; and it is further

RESOLVED, that the Mayor is authorized to execute the Amended Lease Agreement.

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

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 24th day of September 2018

MARK TESORIERO

City Clerk

Approved September 25, 2018

WILLIAM J. BARLOW, JR.

Mayor

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

RENEWING THE LEASE FOR THE
OSWEGO LIGHTHOUSE WITH
H. LEE WHITE MARITIME MUSEUM AT OSWEGO

WHEREAS, the City of Oswego currently leases the Oswego Lighthouse to the H. Lee White Maritime Museum at Oswego, pursuant to a written lease with a term running from March 11, 2014 through February 28, 2019;

WHEREAS, the museum, in turn, oversees the coordination of repairs and restoration work to the lighthouse, as well as offers tours of the lighthouse to the general public; and

WHEREAS, the current lease for the Oswego Lighthouse is established to renew automatically every five (5) after the expiration of the initial term on February 28, 2019, but the Maritime Museum is seeking to extend the current lease terms for thirty (30) years; and

WHEREAS, the Common Council hereby declares it to be in the best interest of the City of Oswego to extend the current lease for the Oswego Lighthouse, the single most recognized landmark in the City of Oswego, with the H. Lee White Maritime Museum at Oswego for a period of thirty (30) years; now, therefore be it

RESOLVED, that the Lease between the City of Oswego and the H. Lee White Maritime Museum at Oswego for the use of the Oswego Lighthouse, for a period of thirty (30) years from March 1, 2019 through December 31, 2048, is hereby approved, subject to the approval of the Secretary of the Interior, or his designee; and it is further

RESOLVED, that William J. Barlow, Jr., as Mayor of the City of Oswego, is hereby authorized to execute the Lease Amendment, made a part of this resolution and incorporated by reference, on behalf of the City of Oswego, and to sign all other documents in order to give effect to said lease amendment.

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

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February, 2019

MARK TESORIERO City Clerk

Approved February 26, 2019
WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: February 19, 2019

- ☐ 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:

Attached is a Resolution authorizing the Mayor to sign the annual agreements between the City of Oswego (Youth Bureau) and the Oswego YMCA for the operation of the East Side Youth Center and the Skateboard Park, and the annual agreement between the County of Oswego, through the Oswego City/County Youth Bureau, and the City of Oswego for Youth Development State Aid for the East Side Youth Center.

Thank you for your time and consideration.



CITY OF OSWEGO YOUTH BUREAU

WILLIAM J. BARLOW, JR. MAYOR

BRIAN CHETNEY, EXECUTIVE DIRECTOR
 70 BUNNER STREET
 OSWEGO, NY 13126
 PHONE: (315) 349-3451
 FAX: (315) 349-3231
 WWW.OSWEGONY.ORG

Agreement
 Oswego YMCA
 Oswego City Youth Center-Eastside

Made this 1st day of January, 2019 by and between the Oswego City-County Youth Bureau, representing the City of Oswego, party of the first part and the Oswego YMCA, party of the second part.

WHEREAS, the party of the first part is a joint municipal bureau, one of whose purposes is "devising programs and projects aimed at prevention, controlling and treating delinquency and neglect among youth" and

WHEREAS, the party of the second part is a non-profit organization devoted in whole or in part to the service of youth whose goals and objectives more specifically are noted in the Individual Program Description and Budget sheets affixed hereto and designated as Exhibit "A" and

WHEREAS, the party of the second part does hereby agree to conduct such program as submitted and approved and in accordance with the established procedures of the Oswego City-County Youth Bureau and the New York State Office of Children and Family Services, and

WHEREAS, the party of the second part shall conduct Youth Center program activities at the City-owned Youth Center building, Fort Ontario Complex, Oswego, and the YMCA 249 West First Street, Oswego, from January 1, 2019 to December 31, 2019 and

WHEREAS, the party of the second part shall at all times hereafter indemnify, save and hold harmless the City of Oswego from any loss or liability from bodily injury or property damage which the City of Oswego may incur as a result of the conduct of the above names program by said Oswego YMCA. In the event that any loss is sustained by the City of Oswego as a result of the conduct of the program, then the City of Oswego shall have the right to institute an action against the said Oswego YMCA to recover for said loss, including the cost of litigation, and

WHEREAS, the party of the second part shall name the City of Oswego as additional insured, and

WHEREAS, the party of the second part shall at all times hereafter indemnify, save and hold harmless the City of Oswego from any liability or loss of funds resulting from expenditures deemed non-reimbursable or improper by the New York State Office of Children and Family Services, New York State Department of Audit and Control, New York State Office of the Comptroller or other authorized agency. In the event that any loss is sustained by the City of Oswego as result, then the City of Oswego shall have the right to institute an action against the said Oswego YMCA to recover for the said loss, including the cost of litigation, and

WHEREAS, the party of the second part desires to operate the program for youth detailed in Exhibit "A" from January 1, 2019 to December 31, 2019,

NOW THEREFORE, the parties mutually agree as follows:

Party of the first part is contracting to party of the second part for not more than \$64,122 (sixty-four thousand, one hundred twenty-two dollars and 00/100), [see budget sheets in Exhibit "A", attached] for the purchase of those services detailed in Exhibit "A". Said dollars are to be spent only in accordance with the detailed budget plan set forward in Exhibit "A" here attached.

Party of the second part will supply party of the first part duly authorized proof (in the form of copies of receipts, canceled checks and the appropriate completed State forms listing expenditures) that all expended funds were in compliance with the budget plan detailed in Exhibit "A" prior to the receipt of any funds from party of the first part; that is, expenditures not to exceed than \$64,122 (sixty-four thousand, one hundred twenty-two dollars and 00/100).

Party of the second part will submit the state claim forms to the party of the first part within thirty (30) days of the end of each quarter and sixty (60) days of the end of the year.

Party of the second part agrees to complete the annual and quarterly reports as required by the party of the first part.

Party of the second part agrees that upon completion of the program, it will tender to party of the first part a complete written evaluation of the program to include number of persons served, demographic data and narrative information as required.

Party of the second part agrees to credit the City of Oswego, the Oswego City-County Youth Bureau and the New York State Office of Children and Family Services in any public relations media regarding said program.

Party of the second part agrees to make available at all times for inspection or audit by the City, the New York State Office of Children and Family Services or their authorized representatives all books, records and other relevant data concerning this program.

Party of the second part must maintain inventory records for equipment purchased with State Funds. Equipment is defined as any item which has a life expectancy of more than two years and costs over \$200. This applies regardless of the percentage of State funds used or the contract period during which the purchase was made. A permanent, unique, numbered label must be affixed to each piece of equipment containing the following information: contract or grant year, funding source, contract number if applicable, inventory decal number, name of item, description, location, date of purchase, cost, signature of authorized persons and date form or electronic record completed. Equipment purchased may not be sold or disposed of without written authorization. Written authorization will be provided by the Youth Bureau. In the case of theft or vandalism, the police should be notified immediately and a copy of the police report should be submitted to the Youth Bureau. If the loss is compensated by insurance the insurance

proceeds and the expense of purchasing new equipment should be reported to the Youth Bureau on the next claim submitted.

Party of the second part will not establish a sub-contract with any other program or agency for services detailed in Exhibit "A" without written consent of the party of the first part.

In the event that the amount of State Aid to the project should be reduced, the party of the first part reserves the right to reduce the level of its financial involvement accordingly.

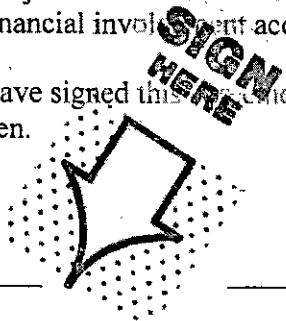
IN WITNESS WHEREOF, the parties hereto have signed this agreement by their duly authorized officers, the day and year above written.

CITY OF OSWEGO

By _____ Date _____
Mayor
City of Oswego

CONTRACTOR

By _____ Date _____
Executive Director
Oswego YMCA



CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor

McBrearty

WHEREAS, the City of Oswego and the County of Oswego operate a joint municipal bureau, one whose purpose is "devising programs and projects aimed at prevention, controlling and treating delinquency and neglect amongst youth, and

WHEREAS, the Oswego YMCA is a non-profit organization that operates the City Youth Center, at the Ponzi Recreation Building (East Side), and also will be operating the Oswego City Skateboard Park at 38 West Second Street, and

WHEREAS, the Youth Bureau has funds in their Oswego City budget for the operation of the Youth Center and Skateboard Park, and

WHEREAS, the County of Oswego receives Youth Development State Aid for municipal youth programs, now, therefore, be it

RESOLVED, that Mayor William J. Barlow, Jr. be and hereby is authorized to execute the 2019 Agreement between the County of Oswego, through the Oswego City/County Youth Bureau, and the City of Oswego for Youth Development State Aid for the operation of the East Side Youth Center.

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

ADOPTED

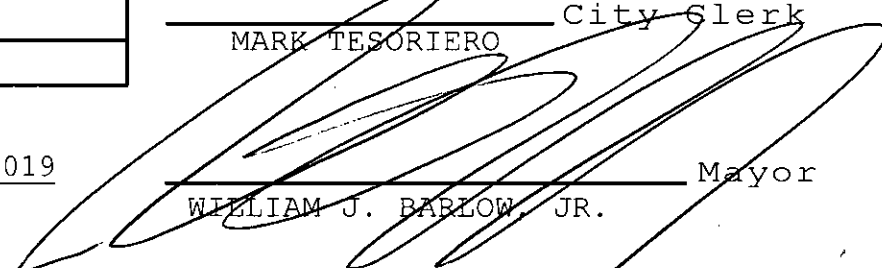
LOST

Approved February 26 2019Recommended by Administrative Services
CommitteeChairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019


 MARK TESORIERO

City Clerk


 WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by Oswego City/County Youth BureauPage No.

Rt: Res. No. 87

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Woszek

WWHEREAS, the City of Oswego is required by the FERC to perform an external audit of the City of Oswego Owner's Dam Safety Program (ODSP); and

WHEREAS, GEI Consultants, Inc. has submitted a proposal for said audit in the amount of \$2,500.00, as per the attached proposal, now therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign the proposal with GEI Consultants, Inc. in the amount of \$2,500.00, and be it further

RESOLVED, that funding for this professional service is available through the Engineering Department's Contracted Services Account No. A.6989.0440.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor DeMassi	✓		
Councilor Hill, Jr.	✓		
Councilor Wilmott	✓		
Councilor Gosek	✓		
Councilor Tesoriero, Jr. 10	✓		
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 11th day of February 2019

MARK TESORIERO City Clerk

Approved February 12 2019

WILLIAM J. BARLOW, JR. Mayor

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

RESOLVED, that Resolution No. 58, dated February 11, 2019, authorizing Mayor William J. Barlow, Jr. to sign the proposal with GEI Consultants, Inc. for the external audit of the City of Oswego Owner's Dam Safety Program (ODSP), be and it hereby is rescinded in its entirety.

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

ADOPTED LOST

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: February 19, 2019

- ☐ 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:

The Engineering Department requests the Common Council rescind Resolution No. 58, dated February 11, 2019, authorizing Mayor Barlow to enter into an agreement with GEI Consultants, Inc. to perform an external audit of the City of Oswego Owner's Dam Safety Program (ODSP) because the proposal amount of \$2,500 listed in the resolution is incorrect. The Engineering Department also requests the Common Council approve the correct amount of \$5,000 and authorize the Mayor to enter into an agreement for the same.

Thank you for your time and consideration.

Ordered filed and printed with the proceedings.



Consulting
Engineers and
Scientists

January 28, 2019
Proposal 610011

VIA EMAIL: rjohnson@oswegony.org

Mr. Robert L. Johnson
Dam Safety Coordinator - City of Oswego
13 West Oneida Street
City Hall, Third Floor
Oswego, NY 13126

Dear Mr. Johnson:

**Re: Owner's Dam Safety Program Audit
High Dam
Oswego, New York**

This letter presents our proposal to perform an external audit of the Owner's Dam Safety Program (ODSP) for High Dam in Oswego, New York.

Scope of Work

Dr. Gregory will perform an external audit of the City of Oswego's ODSP, as required by FERC under the program and accordance with the FERC guidance dated May 14, 2018. The audit will include the following:

1. Review the OSDP document.
2. Review of operating and maintenance records to determine if proper notification procedures were followed.
3. Review of the Dam Safety Surveillance Monitoring Report (DSSMR) to determine whether the Station is being monitored in compliance with the Dam Safety Surveillance Monitoring Plan (DSSMP). (The DSSMP was recently reviewed as part of the Part 12D inspection in 2017.)
4. Review of training records to verify that staff is being properly trained in dam safety awareness and the requirements of the Emergency Action Plan (EAP).
5. Evaluation of effectiveness of training through interviews, examinations, or other methods.
6. Interviews with the Mayor, the Dam Safety Coordinator, and the Director of Operations, Station Supervisor, Emergency Action Plan Coordinator, and appropriate Station operations and maintenance staff (all Brookfield employees) to determine their understanding of the Dam Safety Program and the implementation of their respective responsibilities.

Dr. Gregory will prepare an audit report for submittal to the Dam Safety Coordinator and to the Mayor documenting the results of the external audit. This audit report will also be filed with the FERC Regional Office in New York.

The audit will be performed, and reports will be submitted, on the following tentative schedule, assuming we receive authorization to proceed by March 1, 2019:

Audit & Interviews	March 2019
Draft Audit Report	April 30, 2019
Final Audit Report	May 31, 2019

Assumptions

1. The City will make arrangements for GEI to speak with representatives from Brookfield.
2. The Brookfield staff training manual, or portions thereof, will be provided to GEI.
3. No site visit will be required.
4. GEI will submit one electronic copy of the draft audit report. We will submit two hard copies and one electronic copy of the final audit report.

Bid and Payment Schedule

We will perform the above-described scope of work for the lump sum price of \$5,000. We will not exceed this total budget without written approval from the City of Oswego. Our payment terms are shown on the attached Payment Terms.

Terms and Conditions

We propose to perform our services in accordance with the enclosed Standard Professional Services Agreement. If our Standard Professional Services Agreement is acceptable to you, we ask that you sign and return it to us as our authorization to proceed.

We appreciate the opportunity to continue to be of service on this project. If you have any questions regarding this proposal, please contact Gill Gregory at 781-721-4051.

Sincerely,

GEI CONSULTANTS, INC.



Gillian M. Gregory, Ph.D., P.E.
Independent Consultant/Vice President



R. Lee Wooten, P.E.
Vice President

GMG:ht

Attachments

B:\Working\OSWEGO, CITY OF\Proposals\610011 High Dam ODSP Audit\Proposal.docx

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the City of Oswego is required by the FERC to perform an external audit of the City of Oswego Owner's Dam Safety Program (ODSP); and

WHEREAS, GEI Consultants, Inc. has submitted a proposal for said audit in the amount of \$5,000.00, as per the attached proposal, now therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign the proposal with GEI Consultants, Inc. in the amount of \$5,000.00, and be it further

RESOLVED, that funding for this professional service is available through the Engineering Department's Contracted Services Account No. A.6989.0440.

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

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019.

MARK TESORIERO City Clerk

Approved February 26, 2019
WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 02/13/2019

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

Fr: Office of

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

Re: Request for Additional Funds for Out of Scope Work
 FERC Sixth Part 12D Independent Consultant Safety Inspection Follow-Up
 High Dam Hydroelectric Project No. 10551-NY
 City of Oswego, New York

Dear Councilors:

The FERC is requiring the City to provide an updated stability and stress analysis of the High Dam concrete spillway. The required calculations shall include the assumption of silt loading against the upstream face of the spillway. GEI Consultants has submitted a proposal for additional funds for out of scope work in the amount of \$5,000.00 as detailed in the attached proposal.

We request that the Mayor be authorized to sign the proposal with GEI Consultants for additional funds for out of scope work in the amount of \$5,000.00.

/dma

Ordered filed and printed with the proceedings.



Consulting February 12, 2019
 Engineers and Project No. 1804784
 Scientists

Mr. Robert L. Johnson
 Dam Safety Coordinator - City of Oswego
 13 West Oneida Street
 City Hall, Third Floor
 Oswego, NY 13126

**RE: Request for Additional Funds for Out of Scope Work
 FERC Part 12D Inspection Follow-Up
 High Dam Hydroelectric Project No. 10551-NY
 City of Oswego, New York**

Dear Mr. Johnson:

This letter respectfully requests additional funding to complete the scope of work authorized under your purchase order CYOSW-0000000840, dated November 27, 2018. We request an additional budget of \$5,000 as explained below.

In FERC's letter dated August 27, 2018, they requested we provide "the silt elevation for the various project features and confirm that the project structures are stable with the silt loading." In our proposal we assumed that, based on the recent soundings, the silt loading would have negligible effect on the stability of the spillway and we would not need to rerun the stability calculations. However, in reviewing the soundings and previous assumptions used in the stability analyses, it became apparent that there may be silt loading against the left end of the spillway and that the calculations would need to be redone with the silt load added.

As we have discussed, we performed calculations for the stability of the spillway including the silt loading, following the same methodology and assumptions as in the analyses performed by Rivers Engineering. These are the "analyses of record" included in the Supporting Technical Information Document (STID). We found that the calculations show the spillway does not meet FERC stability criteria for the flood loading case. Therefore, we considered an alternate methodology from that adopted by Rivers to account for the loads imparted on the structure during the flood loading case. This alternate approach, which we have used successfully at other dams and is described by the U.S. Bureau of Reclamation, showed that the spillway meets FERC criteria for stability under the flood loading.

The additional cost to perform the calculations and document them appropriately for inclusion in the STID update we are currently preparing is \$5,000. We respectfully request that you process a purchase order for this amount. We will not exceed this total budget without written approval from the City of Oswego. Our payment terms are shown on the attached Payment Terms.

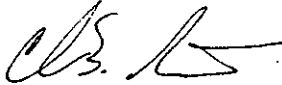
89

We propose to perform our services in accordance with the enclosed Standard Professional Services Agreement. If our Standard Professional Services Agreement is acceptable to you, we ask that you sign and return it to us as our authorization to proceed.

We appreciate the opportunity to continue to be of service on this project. If you have any questions regarding this request, please contact Gill Gregory at 781-721-4051.

Sincerely,

GEI CONSULTANTS, INC.



Charles Grant, P.E., S.E.
Project Manager



Gillian M. Gregory, Ph.D., P.E.
Vice President/Senior Project Manager

CG/GMG:ht
Attachments

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STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT.

This Agreement is made and entered into by and between

GEI Consultants, Inc., 400 Unicorn Park, Woburn, MA 01801 and
City of Oswego, New York
Purchasing Agent, City Hall, 13 West Oneida Street, Oswego, NY 13126

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES.

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE.

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. TIMES FOR RENDERING SERVICES.

- a) GEI shall endeavor to perform the services under this Agreement in an orderly and efficient manner, consistent with the schedule or milestone dates provided in **Exhibit A**.
- b) GEI shall not be responsible for delays caused by factors beyond GEI's reasonable control. When such delays beyond GEI's reasonable control occur, CLIENT agrees that GEI shall not be responsible for damages, nor shall GEI be deemed in default of this Agreement.

5. COMPENSATION.

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B**.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of 30 days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS.

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

7. INSURANCE.

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS.

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against any liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project or this Agreement, will not exceed the total compensation received by GEI under this Agreement, or available proceeds from GEI's insurance, whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY.

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS.

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared, shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION.

- a) This Agreement may be terminated by CLIENT for any reason upon 10 days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon 30 days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another

qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.

- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within 90 days following invoice date, by providing a 10-day written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION.

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS.

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For Client:	Mr. Michael J. Riley
	City of Oswego, New York
	Purchasing Agent, City Hall, 13 West Oneida Street, Oswego, NY 13126
For GEI:	Gillian M. Gregory, Ph.D., P.E.
	400 Unicorn Park, Woburn, MA 01801

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between Client and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder.

14. ADDITIONAL PROVISIONS.

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS.

The following Exhibits are attached to and made a part of this Agreement:

- ✓ Exhibit A, Scope of Services and Schedule
- ✓ Exhibit B, Payment Terms
- ✓ Exhibit C, Insurance
- ✓ Exhibit D, Special Provisions for Field Services
- ✓ Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- ✓ Exhibit F, Special Provisions for Engineering Design Services
- ✓ Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ✓ Exhibit H, Special Provisions for Construction Services

16. ACCEPTANCE.

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

By: _____

(Signature)

(Print Name)

(Title)

(Date)

For GEI:

By: Gillian Gregory

(Signature)

Gillian M. Gregory, Ph.D., P.E.

(Print Name)

Senior Project Manager

(Title)

January 30, 2019

(Date)

STANDARD PROFESSIONAL SERVICES AGREEMENT EXHIBITS A - H

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated January 30, 2019.

EXHIBIT B

Payment Terms

See Attached Letter Proposal Dated January 30, 2019.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 2. Including explosion, underground drilling excavation, and collapse hazards.
 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
 1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work.
- C. Presence of Hazardous Materials. If the services under this Agreement do not include services relating to hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated, and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.

- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

EXHIBIT F

Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
1. Assumes all responsibility for interpretation of the construction Contract Documents.
 2. Assumes all responsibility for construction observation and review.
 3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

B. Use of Documents.

1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the Electronic Files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

PAYMENT TERMS



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PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

City Of Oswego
13 West Oneida Street
Oswego NY 13126

RE: Property located at 139 W Bridge Street

To whom it may concern:

I am writing to present my interest in purchasing and rehabilitating the property located at 139 West Bridge Street. I understand that the City of Oswego would like to see a prompt focus on the curb appeal, safety of ingress/egress points and a decision made to renovate the garage or remove it from the property.

I am a local real estate agent and my wife is a local middle school teacher. We own a very nice portfolio of properties in the region, and have remodeled several more that are now owned by others... We have dedicated ourselves to improving every property that we have owned.

Several years ago we purchased 214 E 7th Street for \$35,000, significantly remodeled the home and resold it to a family for close to \$95,000 and it just sold again for a little more than \$100,000. New Roof, New Kitchen, New Bathrooms, New Flooring, Complete Remodel to studs on the 2nd floor.

We owned and lived in 75 W 5th, which was purchased for \$88,000. We made many upgrades, including the roof and sold it for just under \$125,000.

We owned and lived in 19 Kathleen Drive, which was a foreclosure purchase. We remodeled the entire downstairs, new heating system and made significant changes to the property. We purchased it for \$145,000 and sold it for \$221,000.

We currently own 2 townhouses on 12 & 14 Pond Path, which will see new roofs and upgrades to siding in 2019. Each has very happy tenants.

We currently own 2 commercial properties in Minetto, NY. We purchased a vacant building on the verge of demolition and a neighboring building from a business leaving the area... With over \$300,000 in investment, we transformed the buildings from vacant to having 6 happy tenants with thriving businesses and comfortable living spaces.

In brief, we would completely gut this home to studs and remodel the structure — new electrical, new plumbing, new heating, new doors, new kitchen, new appliances, etc... We would re-side the home, replace all windows and doors, remodel (or demo) the garage, landscape the property and add attractive lighting to the facade. All work would be done in a workmanlike manor within all code guidelines and I would invite the City of Oswego to have complete access to the property while under construction.

I would offer \$3,000.00 for the purchase of this property, would ask for 6 months to complete the exterior transformation and 3 months more to complete the entire project. Record of plans, ordered materials, installation/construction, and receipts from professionals would be open for the City of Oswego to review until the project is complete.

Sincerely,

 2/6/19

Jeffrey Tonkin — (315) 952-2685 - mobile

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor DeMassi

WHEREAS, the City of Oswego is required to address several issues raised by the FERC Review of the Sixth Part 12D Independent Consultant Safety Inspection and Report of the High Dam Hydroelectric Facility Project No. 10551-NY; and

WHEREAS, the scope of work as addressed in the FERC Response requires the City to retain the services of a qualified engineering firm; and

WHEREAS, GEI Consultants, submitted a proposal for said project in the amount of \$10,768; and

WHEREAS, the City Common Council by Resolution No. 393 of 2018 approved said proposal with GEI Consultants in the amount of \$10,768; and

WHEREAS, the GEI proposal did not include new calculations and modeling to include the assumption of silt loading against the upstream face of the Dam; and

WHEREAS, GEI Consultants has submitted a proposal to complete the stability analysis for said project in the amount of \$5,000.00, as per the attached proposal; now, therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign the proposal with GEI Consultants in the amount of \$5,000.00, and be it further

RESOLVED, that funding for this professional service is available through the Engineering Department's Contracted Services Account No. A.6989.0440.

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

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of FEBRUARY 2019

MARK TESORIERO City Clerk

Approved FEBRUARY 26 2019

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Engineering/DMA

Page No. 1

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Corradino

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

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

RESOLVED, that pursuant to Rule XI of the Common Council Rules, Rule VII, Paragraph 2, is suspended so that Resolution No(s). 91-94 may be acted upon without committee consideration.

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

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

MARK TESORIERO City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by From the Council Floor

Page No. _____

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

WHEREAS, the City of Oswego is the owner of real property located at 149 West Bridge Street, and

WHEREAS, the City of Oswego supports the Oswego County Land Bank Corporation, now, therefore, be it

RESOLVED, that Mayor William J. Barlow, Jr. is authorized to sign any and all documents necessary to transfer property located at 149 West Bridge Street to the Oswego County Land Bank Corporation for the price of \$1.00.

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

ADOPTED LOST

I certify that the foregoing resolution
was duly passed by the Common Council
on the 25th day of February 2019

City Clerk

MARK TESORIERO

Mayor

WILLIAM J. BARLOW, JR.

Approved February 26 2019Resolution prepared by City Attorney

Page No. _____

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, the City of Oswego is the owner of real property located at 139 West Bridge Street, and

WHEREAS, the City of Oswego has received an offer to purchase this property from Jeffrey Tonkin in the amount of \$3,000.00, and

WHEREAS, the Common Council declares the property excess and not usable for the benefit of the City and is therefore in the best interest of the City of Oswego to sell the property, now, therefore, be it

RESOLVED, that the Common Council approves the sale of property located at 139 West Bridge Street for the sum of \$3,000 and other terms to be entered into a purchase contract, and be it further

RESOLVED, that Mayor William J. Barlow, Jr. is hereby authorized to sign any documents necessary to effectuate such sale of the property.

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

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

MARK TESORIERO

City Clerk

Approved February 26 2019

WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by City Attorney

Page No. _____

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, a legal action was commenced against the Assessor of the City of Oswego by Sean and Ann Gardella, pursuant to Article 7 of the Real Property Tax Law, for property the Gardella's own located at 44 West Fifth Street, they claim the Assessor incorrectly assessed; and

WHEREAS, the tax litigation was commenced in New York State Supreme Court challenging the real property assessment and a Stipulated Settlement was reached subject to the approval of the Common Council; and

WHEREAS, the Common Council hereby declares it to be in the best interest of the City of Oswego to settle this litigation as proposed and upon the recommendation of the Assessor and City Attorney; now, therefore be it

RESOLVED, that the tax litigation matter entitled Gardella vs. City of Oswego, filed under Index No. EFC-2017-1010, in which the parties have entered into a Stipulation of Settlement, is hereby resolved by accepting the terms of the Stipulation of Settlement, incorporated by reference herein; and it is further

RESOLVED, that Kevin C. Caraccioli, as City Attorney, is hereby authorized to execute the Stipulation of Settlement, and take all other steps necessary to give effect to the terms of settlement, including working with the City Chamberlain to issue a refund of any taxes paid by the Gardella's that may be owed in accordance with the settlement terms; and it is further

RESOLVED, that the City Chamberlain shall be entitled to issue such refunds from the appropriate account as determined to be appropriate by the City Chamberlain.

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

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

City Clerk

MARK TESORIERO

Mayor

WILLIAM J. BARLOW, JR.

Approved February 26, 2019Resolution prepared by City Attorney

Page No. _____

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor DeMassi

WHEREAS, William Attia is the owner of real property located at 154 East Seneca Street in the City of Oswego; and

WHEREAS, the property was cited for various code violations and the house located on the property was demolished by the City of Oswego in 2017; and

WHEREAS, Mr. Attia has proposed to transfer the property to the City of Oswego in exchange for a waiver of any and all demolition costs; and

WHEREAS, the Common Council has determined it to be in the best interest of the taxpayers of the City of Oswego and the nearby residents of this property that ownership be transferred to the City for the purpose of redevelopment and productive use; now, therefore be it

RESOLVED, that the transfer of title to 154 East Seneca Street by its owner, William Attia, to the City of Oswego, is hereby approved; and it is further

RESOLVED, that William J. Barlow, Jr., Mayor of the City of Oswego, is hereby authorized to execute all documents necessary to carry out the transfer of said property to the City of Oswego; and it is further

RESOLVED, that all demolition costs charged to William Attia for the demolition of the house located on the property is hereby waived in exchange for title to the property.

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

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

City Clerk

MARK TESORIERO

Mayor

WILLIAM J. BARLOW, JR.

Approved February 26, 2019

Resolution prepared by City Attorney

Page No: 1

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Tesoriero

RESOLVED, that this Regular Meeting of the Common Council now adjourn at 8:00 p.m.

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

I certify that the foregoing resolution was duly passed by the Common Council on the 25th day of February 2019

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

ADOPTED
Approved February 26, 2019



AGENDA
Common Council Meeting
February 25, 2019
7:00 PM

Public Hearing

Roll Call - PUBLIC HEARING: Re: Proposed Local Law No. *1 of the Year 2019

Mayor Barlow and all Councilors were present.

Adjournment - PUBLIC HEARING: Re: Proposed Local Law No. *1 of the Year 2019

Councilor Corradino made the motion to adjourn the Public Hearing. Councilor Hill was the second. Resolution passed unanimously.

Roll Call - PUBLIC HEARING: Re: Proposed Local Law No. *2 of the Year 2019

Mayor Barlow and all Councilors were present.

Adjournment - PUBLIC HEARING: Re: Proposed Local Law No. *2 of the Year 2019

Councilor Gosek made the motion to adjourn the Public Hearing. Councilor Hill was the second. Resolution passed unanimously.

Roll Call - PUBLIC HEARING: Re: Proposed Local Law No. *3 of the Year 2019

Mayor Barlow and all Councilors were present.

Adjournment - PUBLIC HEARING: Re: Proposed Local Law No. *3 of the Year 2019

Councilor Corradino made the motion to adjourn the Public Hearing. Councilor Hill was the second. Resolution passed unanimously.

Public Session

Pledge of Allegiance to the Flag

Roll Call

Roll Call

Mayor Barlow and all Councilors were present.

Mayors Report to the Common Council

Resolutions

- 70 Approve Minutes Common Council Meeting Held February 11, 2019

**Councilor McBrearty made the motion to sponsor the resolution.
Councilor Corradino was the second. Resolution passed
unanimously.**

- 71 Appoint Commissioner of Deeds

**Councilor Gosek made the motion to sponsor the resolution.
Councilor Tesoriero was the second. Resolution passed
unanimously.**

- 72 Approve Use of Public Space - Anthony Pauldine, Owner of Real
Property Located at 203 West First Street, In Order to Install a
Projecting Sign

**Councilor Gosek made the motion to sponsor the resolution.
Councilor McBrearty was the second. Resolution passed
unanimously.**

- 73 Approve Use of the Wright's Landing Marina Area for a Boat
Launch Steward/Educator From the St. Lawrence Eastern Lake
Ontario Partnership for Regional Invasive Species Management
Program to be Held During the Summer Season

**Councilor McBrearty made the motion to sponsor the resolution.
Councilor Tesoriero was the second. Resolution passed
unanimously.**

- 74 Accept Donation of Baseball Park Equipment by the Oswego Little
League Organization and Further Authorize Use of Public Space to
Install the Equipment

**Councilor DeMassi made the motion to sponsor the resolution.
Councilor Tesoriero was the second. Resolution passed**

unanimously.

- 75 Grant Waiver of Chapter 63, Section 63-7(ID) of the City Code to Tractor Supply Company In Order to Sell Quantities of Not Less than Six Chicks/Ducklings to a Single Purchaser

Councilor DeMassi made the motion to sponsor the resolution. Councilor Hill was the second. Resolution passed unanimously.

- 76 Approve Proposed Local Law No. *1 of the Year 2019

Councilor Corradino made the motion to sponsor the resolution. Councilor Gosek was the second. Resolution passed unanimously.

- 77 Approve Proposed Local Law No. *2 of the Year 2019

Councilor Gosek made the motion to sponsor the resolution. Councilor Hill was the second. Resolution passed unanimously.

- 78 Approve Proposed Local Law No. *3 of the Year 2019

Councilor McBrearty made the motion to sponsor the resolution. Councilor Gosek was the second. Resolution passed unanimously.

- 79 Authorize Public Hearing - Re: Proposed Local Law No. *4 of the Year 2019 - A Local Law Amending Chapter 85, Buildings, Vacant, of the Code of the City of Oswego, New York

Councilor Hill made the motion to sponsor the resolution. Councilor McBrearty was the second. Resolution passed unanimously.

Councilor Hill made the motion to sponsor the resolution. Councilor McBrearty was the second. Resolution passed unanimously.

- 80 Authorize Public Hearing - Re: New Cingular Wireless Telecommunications Facility at 300 East Albany Street

Councilor Wilmott made the motion to sponsor the resolution. Councilor DeMassi was the second. Resolution passed unanimously.

- 81 Refer 2019 Proposed Zoning Code Changes to the Planning Board for Their Advisory Opinion

Councilor Hill made the motion to sponsor the resolution. Councilor McBrearty was the second. Resolution passed unanimously.

- 82 Authorize Mayor to Execute an Agreement with Affordable Heating, Inc. for a New Heating System at the Oswego Player's Building Located at Fort Ontario

Councilor Gosek made the motion to sponsor the resolution. Councilor Hill was the second. Resolution passed 6-1 (Councilor Tesoriero voted Nay)

- 83 Authorize Mayor to Sign All Documentation Necessary with AECC for the Management of Planned and Emergency Home Demolition

Councilor Gosek made the motion to sponsor the resolution. Councilor Corradino was the second. Resolution passed unanimously.

- 84 Authorize Mayor to Enter Into an Agreement with the Camden Group for the Management of the Oswego Water Plant and to Perform the Chlorine Modification Design

Councilor Tesoriero made the motion to sponsor the resolution. Councilor DeMassi was the second. Resolution passed unanimously.

- 85 Authorize Mayor to Enter Into a Renewal Agreement with the H. Lee White Maritime Museum at Oswego for the Lease of the Oswego West Pierhead Lighthouse

Councilor Hill made the motion to sponsor the resolution. Councilor Gosek was the second. Resolution passed unanimously.

- 86 Authorize Mayor to Execute an Agreement with the Oswego City/County Youth Bureau for the 2019 Operation of the Youth Center and Skateboard Park

Councilor McBrearty made the motion to sponsor the resolution. Councilor Gosek was the second. Resolution passed unanimously.

- 87 Motion to Rescind Resolution No. 58, Dated February 11, 2019

Councilor DeMassi made the motion to sponsor the resolution. Councilor Hill was the second. Resolution passed unanimously.

- 88 Authorize Mayor to Enter Into an Agreement with GEI Consultants To Perform an External Audit of the City of Oswego Owner's Dam Safety Program (ODSP)

Councilor Hill made the motion to sponsor the resolution. Councilor Corradino was the second. Resolution passed unanimously.

- 89 Authorize Mayor to Enter Into an Agreement with GEI Consultants For Out of Scope Work to be Performed at the High Dam

Councilor DeMassi made the motion to sponsor the resolution. Councilor Gosek was the second. Resolution passed unanimously.

- 90 Waive Rules of Common Council to Present Resolution Nos. 91-94
From the Floor Without Committee Consideration

**Councilor Corradino made the motion to sponsor the resolution.
Councilor Hill was the second. Resolution passed unanimously.**

- 91 Approve Sale of Property Located at 149 West Bridge Street

**Councilor Hill made the motion to sponsor the resolution. Councilor
Gosek was the second. Resolution passed unanimously.**

- 92 Approve Sale of Property Located at 139 West Bridge Street

**Councilor Gosek made the motion to sponsor the resolution.
Councilor Tesoriero was the second. Resolution passed
unanimously.**

- 93 Approve Stipulation Settlement Regarding Real Property Litigation
for Property Located at 44 West Fifth Street

**Councilor Gosek made the motion to sponsor the resolution.
Councilor Corradino was the second. Resolution passed
unanimously.**

**Councilor Gosek made the motion to sponsor the resolution.
Councilor Corradino was the second. Resolution passed
unanimously.**

- 94 Accept Transfer of Property Located at 154 East Seneca Street to
the City of Oswego

**Councilor DeMassi made the motion to sponsor the resolution.
Councilor McBrearty was the second. Resolution passed
unanimously.**

Adjournment

Unfinished Business

Adjournment

**Councilor Tesoriero made the motion to sponsor the resolution.
Councilor DeMassi was the second. Resolution passed
unanimously.**