



**AGENDA**  
**PUBLIC WORKS COMMITTEE**  
**Tuesday, February 11, 2020, Chambers - 5:30PM**

**CALL TO ORDER:** By Hon. Tucker Whitman

**MEMBERS:** Legislators Andy Dennison, Ryan Foley, Timothy Lattimore, Hans Pecher, Paul Pinckney, and Ben Vitale

**MINUTES TO APPROVE:** January 14, 2020

**APPOINTMENTS:** None

**DISCUSSION:** re: Structure of DPW/Highway

**DEPARTMENT UPDATES FOR COMMITTEE:**

- **Jeanine Wilson (CCWSA) – No updates**

- **Larry Roser (Weights and Measures) -**

From my inventory of the milk tanks in Cayuga County at the end of 2019, the following dairy farms are no longer producing milk, decreasing the county tank capacity by 3,500 gal.

Joseph Bacon (Bacondale Farms) in Aurelius stopped milking = -1,250 gal.

Shirley Wunder in Venice stopped milking = -1,250 gal.

Brian Shivley in Sempronius stopped milking = -1,000 gal.

Also the following Dairy Farms have changed tanks to a larger tank, thus increasing the county tank capacity by 2,055 gal. William Hunter in Cato is now owned by Nelson Horst and replaced the 545 gal with a 1,600 gal tank and is adding an automatic milker or two in the new barn.

Green Hill Dairy in Scipio replaced the 3,000 gal. tank with a 4,000 gal. tank.

Also note that Lincoln Dairy in Fleming has gone to direct loading trucks with 4+ bays, sending out several trucks a day.

Weedsport Farm in Brutus is now Half Full Dairy #2

Lee Pratt (Utopia Farm) in Sennett has a 625 gal tank with a 1,600 gal tank in the yard but is not allowed to increase his herd size at this time per Byrne Dairy.

Hatfield Farms in Scipio has started building a second barn = more automatic milkers. He is now selling milk to Liberty Co-op.

5 farms in this area are now supplying milk to Boonville Co-op. This will allow them to increase their herd sizes.

Marvin Marti in Ira

Nevin Horst in Conquest

Arlyn Martin in Conquest

Travis Martin in Cato

And one more.

This means we have 91 dairy farms now = 3 less than last year.

And 124 tank = 3 less than last year and our tank capacity decreased by 1,445 gal. But this does not allow for the direct loading capability at Lincoln Dairy.

Hurdy's Redemption center in Weedsport has 2 new scales to fill LPG tanks. They are tested and passed.

Bass Pro Shop has a scale now tested and certified for the Fish Derby.

Walmart had 52 scales tested and they all passed.

Wegman's had 56 scales tested and 53 passed. 3 failed to the customers favor. One was OK to 26 lbs. but at 27 lbs. was -.96 lbs. and at 30 lbs. was -3.52 lbs. They also added 1 new 50 lb. scale to the meat department.

Tops had 30 scales tested and 27 passed. 3 failed to the customers favor. They also have 1 new scale dedicated to Insta-Cart in home delivery.

Note:

NYS now allows E15 = 15% Ethanol gasoline, now called motor fuel.

Gasoline-butanol blends up to 16% are permitted.

Diesel C'tane will no longer be required to be posted on the diesel pumps.

- **Gary Duckett (Buildings and Grounds/Parks and Trails) –**

**BUILDINGS AND GROUNDS: Crew Gary Duckett and Donna Blumrick:**

1. The future of the County Office Building (COB) has been under consideration for over 10 years. The Public Works Committee and ultimately the full legislature needs to make a decision on how to proceed. In 2016 the County hired Wendel (Architecture, Engineering, Planning, Energy Services and Construction Management) to provide us with a Comprehensive Energy Audit. That Final Report was received on April 19, 2017. While creating that report Wendel personnel became very familiar with the County Office Building. I asked them to provide (at no charge) an estimated cost to renovate our current building and for a new facility. That report is attached, please note the following:
  - a. Option 1 - Existing COB Renovation Cost Estimate \$10,000,000-\$14,000,000
  - b. Option 2 – New Facility Cost Estimate \$22,000,000-\$26,000,000My humble recommendation is to renovate the existing building and save the taxpayers a significant amount of money. Discussion.
2. SECOR has started replacing the roofs at the park. As of today they have completed the roofs over the log cabin and the Emerson Park Admin Office. They are currently working on the main section of the Ag Museum.
3. Purchasing reviewed the electric supply bids. We will be purchasing our electricity from the low bidder Direct Energy. The savings county wide will be around \$30,000 for the year.

**DOWNTOWN: Crew Ed Eberhardt, Jeff King, Paul France and Al Raymond:**

1. In addition to routine maintenance and the day to day efforts to keep the snow and ice under control Ed and his team responded to over 105 maintenance requests in January.
2. Ed has been working on a variety of HVAC issues including the following:
  - a. Working with the new vendor chemically treating or boiler and chiller water.
  - b. Working with IT and the vendor to transfer the Computer HVAC control for the COB, Courthouse and Mental Health transferred to a new computer and working.
  - c. Working with our vendor to prepare the Chiller serving the County Office Building for the coming season.
  - d. Working with me to arrange for replacements of failing rooftop units on the HPO and the Hardenberg Buildings. This needs to be done before the cooling season hits.
3. They will be working on the 2019-2020 tenant work for the courts.

**COUNTY HOUSE ROAD: Crew Mitch Brown, Ben McIntyre, Bruce Simmons and Greg Purcell:**

1. In addition to routine maintenance and the day to day efforts to keep the snow and ice under control Mitch and his team responded to over 123 maintenance requests.
2. Mitch has been providing Wendell with the information they need to develop a specification for the replacement generator at the PSB.
3. Soil and Water assisted Building Maintenance by removing a tree at the firing range.
4. Replaced Boiler 3.
5. Mitch is going to assist with a project on the fourth floor of the COB. Some doors and windows need to be carefully moved.

**PARKS AND TRAILS Crew Doug Dello Stritto and Mike Dagnesi.**

**Emerson Park:**

1. There is a Public Meeting to discuss the Emerson Park Programing Plan scheduled for February 6<sup>th</sup> at 6:30 min the Emerson Park Pavilion.
2. The timeframe for Pavilion Catering RFP2019-23 was extended to February 28, 2020 @ 2:00PM.
3. The full time Building Maintenance Mechanic position at the park has been filled. I am pleased to report that former county employee Jon Borsa is coming back. He brings with him 11 years of experience with our buildings and he is our recognized as our best plumber!

**Ward W. O'Hara Ag Museum/Dr. Joseph F. Karpinski Sr. Educational Center Update (Tim Quill Director PT):**

- A. As stated above SECOR is working on the museum roof.
- B. In January I notified all county departments that the museum had 7 large display cases they no longer needed or wanted. No one expressed any interest in the display cases so we would like them declared surplus so we can try to auction them off or scrap them.**
- C. The insulation and heating of the museum is nearly complete.
- D. The Festival of Trees was a big success again this year.

**Sterling Nature Center (Jim D'Angelo Director PT):**

1. Doug Dello Stritto has continued to work with planning to get the needed information on the \$1.6 million dollar REDI Grant for the Nature Center.
2. Doug Dello Stritto is also working with planning to get the needed information for an additional \$2,500,000 for a new Nature Center Building supported by the Legislature in January see Resolution 1-20-PL-2.

**Trail Update:**

1. Doug Dello Stritto is working with planning to keep the paperwork moving forward for the grant received through the CFA process in the amount of \$95,500 for the Bridge north of Chase Road on the Cato Brutus Trail. This is Bridge A on the plans.

2. Doug Dello Stritto processed a resolution for February (listed below) to allow Bridge C to be constructed on the Cato Brutus Trail to replace the current bridge between Ditmar and Jerolemon Roads. These funds were included in the 2020 budget. This is Bridge C in the plans. As you know Bridge B north of Smithler Road was completed last year.
3. County Highway continues to assist Parks by clearing down trees and clogged culverts along the trails.

**Owasco Flats:**

OFNR volunteers have requested bench repairs, walkway repairs and downed tree removal.

- **Carl Martel (Highway) –**

- Highway vacant positions are being filled. 1 Supervisor and 2 Heavy MEO's
- 2020 Paving List: Initial draft list is complete and road work is being evaluated.
- Paving Rescheduled to 2020 (5.38 mi): North Road 3.33 miles (Owasco) & Number 1 Road 2.05 miles (Phase 2) (Springport). Postponing these projects from the fall of 2019 to summer of 2020 will allow the use of optional asphalt mixes due to warmer temperatures that will result in approx. \$400,000.00 savings.
- Weedspport-Sennett box culvert: Notice of Award has been issued to Orchard Earth and Pipe Corp.
- Long Hill Road Bridge (43C): Notice of Award has been issued to Silverline Construction. Since the bridge is currently closed the demolition phase will begin early.
- Bucket Truck: Highway has received the bucket truck that was purchased from the City of Auburn DPW. Minor repairs are currently being addressed and it is expected to be in operation very soon. This will be a huge asset allowing our crews to preform canopy work and assist other departments with similar needs.

**RESOLUTIONS:**

**WEIGHTS AND MEASURES:**

2-20-PW-1 Authorizing the Director of Weights and Measures to purchase a 150/20 gallon prover trailer

**BUILDINGS:**

2-20-PW-2 Authorizing the Buildings and Grounds Department to hire a part time Building Maintenance Mechanic to replace a part time Building Maintenance mechanic who accepted a full time position within the department

2-20-PW-3 Authorizing the replacement of a rooftop HVAC unit serving the Hardenberg Building

2-20-PW-4 Authorizing the replacement of two rooftop HVAC units serving the Historic Post Office

2-20-PW-16 Authorizing the repair of the chiller serving the County Office Building

**PARKS:**

2-20-PW-5 Resolution to grant a three year license agreement with the Owasco paddles, LLC. Vendor to provide the service of renting kayaks, canoes, paddleboards and similar recreational equipment from Emerson Park Property

2-20-PW-6 Authorizing the Parks & Trails Department to appropriate budgeted funds to complete the Cato-Brutus Trail Bridge "C" Project

2-20-PW-7 Authorize expenditure of funds from Reserve Account No. A-18838 Pavilion Buildings and Equipment for Repairs to the Emerson Park Pavilion Porch

2-20-PW-8 Resolution to change the pay rate of the part time Laborer position at the Sterling Nature Center

2-20-PW-9 Authorizing the hiring of seasonal staff for the Parks & Trails Department for the 2020 season

**HIGHWAY:**

2-20-PW-10 Authorizing the Deputy Director of Public Works to access and use the Internet Government Solutions Equitable Business Opportunities System for NYDOT funded projects

2-20-PW-11 Authorizing the Chairperson of the Legislature and Highway Superintendent to enter into an agreement with towns and mowing on county roads

- 2-20-PW-12 Authorizing the Chairperson to extend 2018 sealed bids for the purchase of base stabilization, bituminous concrete, equipment rental, limestone, native stone/gravel, snow and ice control sand and striping
- 2-20-PW-13 Authorizing the Chairperson of the Cayuga County Legislature to extend 2019 sealed bids for the purchase of guiderail, pipe/pipe arch, hot in place asphalt, sign faces, sign posts, transit mix concrete, and tree trimming
- 2-20-PW-14 Authorizing the Deputy Director of Public Works and the Chairperson of Cayuga County Legislature to enter into a consignment contract with Kings Auto
- 2-20-PW-15 Authorization to fill a working Foreperson position in the Highway Department

**ADJOURNMENT: Tuesday, March 10, 2020**

IF YOU HAVE A DISABILITY AND NEED ACCOMMODATIONS, PLEASE CALL THE CLERK OF THE LEGISLATURE'S OFFICE AT 253-1308 AT LEAST 48 HOURS BEFORE THE SCHEDULED MEETING TO ADVISE WHAT ACCOMMODATIONS WILL BE NECESSARY.

2-20-PW-1

RESOLUTION NO. \_\_\_\_\_

2/25/20

WTS purch Prover Trailer

**AUTHORIZING THE DIRECTOR OF WEIGHTS AND MEASURES TO PURCHASE A 150/50 GALLON PROVER TRAILER**

By: Tucker Whitman, Chairman Public Works Committee  
Christopher Petrus, Chairman Way and Means Committee

Whereas, The Weights and Measure's prover trailer is over 60 years old, requiring maintenance and is a necessary and vital component to the department; and

Whereas, NYS has provided updated safety guidelines which recommend prover trailers to utilize down tubes for vapor reduction, and an improved grounding system for reduced gasoline fume inhalation and explosion avoidance; and

Whereas, the Director Weights and Measure's has obtained a single source quote from Seraphin for a replacement 150/50 gallon prover trailer for an amount not to exceed \$49,239.00; and

Whereas, funds are budgeted in the 2020 Weights and Measure's account A66102 52100- Equipment; now therefore be it

Resolved, that the Director of Weights and Measures is authorized to purchase a 150/50 gallon prover trailer from appropriated and budgeted funds in account A66102 52100-Equipment; and be if further

Resolved, that the total cost of the trailer is not to exceed \$49,239.00; and be it further

Resolved, that the Cayuga County Treasurer is hereby authorized and directed to make the journal and accounting entries necessary to carry out the intent of this resolution.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Andy Dennison

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Keith Batman

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Benjamin Vitale

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Tucker Whitman

Co. Atty: 

2-20-PW-2

RESOLUTION NO. \_\_\_\_\_

2/25/20

BLD Hire PT BLD Maint Mech

**Authorizing the Buildings and Grounds Department to hire a part time Building Maintenance Mechanic to replace a part time Building Maintenance Mechanic who accepted a full time position within the department**

BY: Tucker Whitman, Chair Public Works Committee  
Christopher Petrus, Chair Ways & Means Committee.

Whereas, Resolution 359-19 authorized the hiring of a full time Building Maintenance Mechanic to replace a full time Building Maintenance Mechanic who retired; and

Whereas, a part time Building Maintenance Mechanic accepted the full time position; and

Whereas, the part time Building Maintenance Mechanic typically works at the beginning or end of the work day and/or weekends as needed to give the department better coverage during the buildings normal operating hours and to help manage overtime; and

Whereas, funding for the part time Building Maintenance Mechanic will come from the Buildings and Grounds Budget Account A16201-51002 Salaries Part Time in an amount not to exceed the budgeted amount of \$19,692.00; now therefore be it

Resolved, the Superintendent of Buildings and Grounds and the Human Resources Administrator are hereby authorized and directed to complete the necessary steps to fill this vacant position.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Benjamin Vitale

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Tucker Whitman

Co. Atty: 

## Authorization to Create/Fill

A copy of this completed form **MUST** be attached to ALL Civil Service MSD-426 forms when filling a position.

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Date 1/24/2020

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Authorization To: Fill Only

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**\*\* New Position Duties Statement (NPDS) - Short Form  
REQUIRED IF the title exists within the department**

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**\*\* New Position Duties Statement (NPDS) - Long Form  
REQUIRED IF the title does NOT exist within the department**

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Do you anticipate this request to result in fill-behinds? No

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Cayuga County Buildings & Grounds  
Department

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Job Title Being Requested (Exact Civil Service Title) Building Maintenance Mechanic

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Position Control Number 05002

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Position Status Permanent

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Position Designation Part-Time

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Budget Account Number A16201-51002

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Is a position being abolished to create the new position? No

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Is the salary of requested position in the current comp plan? Yes

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Comp Plan Requested IS IN Part II

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Probationary Salary Amount 18.73

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Step 1 Amount (Part II)	18.88
Starting Salary for Position Requested	18.73
Justification for Salary Requested	The current person in this position has accepted a full time job within the Buildings and Grounds Department of Cayuga County. Having part time people allows us to extend our covered hours without working overtime and allows us to deal with some variations in workload caused by weather, projects etc.
Does position include fringe benefits?	No
What is the justification for filling this position AND why is it important for your department?	As stated above part time positions allow us to provide better coverage and control overtime. It also allows us to employ persons with a variety of skills such as plumbing, electrical, HVAC, etc.
How is this position funded?	Budget
Is this a reimbursed position?	No
What will the fiscal impact of filling this position in your budget this year and in future fiscal years?	This position is included in the 2020 budget in the amount of \$19,692. It will be included in future budgets at a similar amount that will include any raises approved by the legislature.
Department Head	Gary Duckett
Date	1/24/2020
Attestation	I am the department or agency head listed above authorized to submit by the appointing authority

(Section Break)

LHLippoldt Approved 1/24/2020

2-20-PW-3

RESOLUTION NO. \_\_\_\_\_

2/25/20

BLD Replace Rooftop Hardenberg Building 2 20

**AUTHORIZING THE REPLACEMENT OF A ROOFTOP HVAC UNIT SERVING THE HARDENBERG BUILDING**

By: Tucker Whitman, Chair Public Works  
By: Christopher Petrus, Chair Ways & Means Committee

WHEREAS, one of the rooftop units serving the Hardenberg Building is over 25 years old and is at the end of its useful life; and

WHEREAS, at the end last cooling season the AC compressor in the unit failed; and

WHEREAS, Cayuga County can purchase a replacement unit from the state bid supplier Johnson Controls for a price not to exceed \$15,000; and

WHEREAS, the Superintendent of Buildings and Grounds will have a firm price for the unit before the February Public Works meeting; and

WHEREAS, the replacement unit will be much more energy efficient than the old unit; now therefore be it

RESOLVED, that the County Treasurer is hereby authorized and directed to transfer the funds in an amount not to exceed \$15,000 from A18400 into account A16224-54001 Air Conditioning for the Hardenberg Building; and be it further

RESOLVED, that the County Attorney is authorized and directed review the proposed agreement with Johnson Controls to ensure it is acceptable as to form; and be it further

RESOLVED, that the Chair of the Cayuga County Legislature is authorized and directed sign the agreement once it is approved by the County Attorney.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Tucker Whitman

Co. Atty: 

2-20-PW-4

RESOLUTION NO. \_\_\_\_\_

2/25/20

BLD Replace 2 Rooftops HPO 2 20

**AUTHORIZING THE REPLACEMENT OF TWO ROOFTOP HVAC UNITS SERVING THE HISTORIC POST OFFICE**

By: Tucker Whitman, Chair, Public Works  
Christopher Petrus, Chair, Ways & Means Committee

WHEREAS, two of the rooftop units serving the Historic Post Office are over 30 years old and are at the end of their useful life; and

WHEREAS, at the end last cooling season the unit serving WIC experienced compressor failure (this unit only has one compressor) but we were able to finish the season using portable AC units; and

WHEREAS, at the end last cooling season the unit serving City Court experienced a compressor failure (this unit has two compressors) and we know the second compressor is needed to cool the building on extremely hot days; and

WHEREAS, Cayuga County can replace both units from the state bid supplier Johnson Controls for a price not to exceed \$40,000; and

WHEREAS, the Superintendent of Buildings and Grounds will have a firm price for the units before the February Public Works meeting; and

WHEREAS, the replacement units will be much more energy efficient than the old units; now therefore be it

RESOLVED, that the County Treasurer is hereby authorized and directed to transfer the funds in an amount not to exceed \$40,000 from A18400 into account A16234-54001 Air Conditioning for the Hardenberg Building; and be it further

RESOLVED, that the County Attorney is authorized and directed review the proposed agreement with Johnson Controls to ensure it is acceptable as to form; and be it further

RESOLVED, that the Chair of the Cayuga County Legislature is authorized and directed sign the agreement once it is approved by the County Attorney.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Benjamin Vitale

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Tucker Whitman

Co. Atty: 

2-20-PW-16

RESOLUTION NO. \_\_\_\_\_ 2/25/20

BLD Repair Chiller Serving COB 2 20

**AUTHORIZING THE REPAIR OF THE CHILLER SERVING THE COUNTY OFFICE BUILDING**

By: Tucker Whitman, Chair, Public Works

By: Christopher Petrus, Chair, Ways & Means Committee

Whereas, at the end of last cooling season the chiller serving the County Office Building started to lose oil; and  
Whereas, the County is in the second year of a three year preventative agreement with Daiken Applied the  
factory authorized service representative for the equipment in our area; and

Whereas, Daiken Applied provided the Buildings and Grounds Department with a proposal to repair the chiller  
at a cost of \$22,365 with the work to include replacing the seals and the bearings in the unit; and

Whereas, the repair is expected to allow the unit to give the County another 5-7 years of service; and

Whereas, the Buildings and Grounds Department recommends funding the repair from the Buildings Repair  
Fund A18400; now therefore be it

RESOLVED, that the County Treasurer is hereby authorized and directed to transfer the funds in the amount  
of \$22,365 from A18400 into account A16204-54012 Building Maintenance for the Cayuga County Office  
Building; and be it further

RESOLVED, that the County Attorney is authorized and directed review the proposed agreement with Daiken  
Applied to ensure it is acceptable as to form; and be it further

RESOLVED, that the Chair of the Cayuga County Legislature is authorized and directed sign the agreement  
once it is approved by the County Attorney.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Benjamin Vitale

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Tucker Whitman

Co. Atty. 



## **Compressor Assurance Program**

**Proposal: ROC20008  
January 14, 2020**

**Prepared for: Gary Duckett  
Cayuga County  
Cayuga County Office Building  
160 Genesee Street  
Auburn, NY 13021**

**Prepared by: Henry Dunkel  
Service Supervisor  
Daikin Applied**

**Phone: 585-742-1320 Mobile: 814-746-7318  
Email: [henry.dunkel@daikinapplied.com](mailto:henry.dunkel@daikinapplied.com)**



## Scope of Services

Daikin Applied is pleased to offer the following proposal for your consideration.

### Scope of Work: Compressor Assurance Program

- Recover refrigerant and store.
- Perform compressor internal inspection. Measure tolerances and verify within factory specifications.
- Replace o rings, low and high speed seals, oil and oil filter
- Replace high and low pressure relief valves
- Pressure test, evacuate and open valves for operation
- Test oil pump and set recommended oil pressure
- Provide a complete report detailing any deficiencies found and recommendations for repair/replacement.

### Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost.

### Standard Exclusions:

- All work to be performed during 'normal working hours'.
- No other parts than listed above are included.

## Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

**Compressor Assurance Program- \$19,325.00**

**Option 1- new high and low speed bearings – Add \$3,040.00**

**\*Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

**Billing/Payment Terms\*:** Billed on a monthly basis

\*All billings are due immediately upon Receipt



This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

**Accepted by:**

**Approved by:**

\_\_\_\_\_  
(Print Full Legal Name of Customer)

\_\_\_\_\_  
(Print Full Legal Name of Daikin Applied Representative)

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

**Proposal #: ROC20008**

Note: This Agreement is subject to final approval by Daikin Applied.



**DAIKIN APPLIED AMERICAS INC.**  
**d/b/a Daikin Applied**  
**TERMS & CONDITIONS**

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in



accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

2-20-PW-5

RESOLUTION NO. \_\_\_\_\_

2/25/2020

PT 3-Year Kayak Vendor Agreement 2 20

**RESOLUTION TO GRANT A THREE YEAR LICENSE AGREEMENT WITH THE OWASCO PADDLES, LLC. VENDOR TO PROVIDE THE SERVICE OF RENTING KAYAKS, CANOES, PADDLEBOARDS AND SIMILAR RECREATIONAL EQUIPMENT FROM EMERSON PARK PROPERTY**

BY: Tucker Whitman, Chair, Public Works Committee  
Christopher Petrus, Chair, Ways and Means Committee

WHEREAS, Owasco Paddles, LLC., seeks to enter into a new agreement to provide rentals of kayaks, canoes, paddleboards and similar recreational equipment from a vendor supplied building located on county owned property known as Emerson Park; and

WHEREAS, Resolution 29-18 established an annual vendor rental fee of \$500 to provide this service to visitors to Emerson Park, and

WHEREAS, the vendor has requested the county consider a three year agreement and has approved a fee of \$500/year for 2020, 2021 and 2022; and

WHEREAS, the Park Commission was canvassed for an opinion on the agreement and all members responding approved of this agreement; now therefore be it

RESOLVED, that the Cayuga County Attorney is hereby authorized and directed to draft an agreement with the vendor for a three year agreement at \$500 per year; and be it further

RESOLVED, that the Chair of the Cayuga County Legislature is hereby authorized and directed to sign a three year license agreement with Owasco Paddles, LLC

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Andy Dennison

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Tucker Whitman

Co. Atty. 

**AUTHORIZING THE PARKS & TRAILS DEPARTMENT TO APPROPRIATE BUDGETED FUNDS TO COMPLETE THE CATO-BRUTUS TRAIL BRIDGE "C" PROJECT**

By: Tucker Whitman, Chair, Public Works Committee  
Christopher Petrus, Chair Ways and Means Committee

WHEREAS, in 2018 the Cayuga County Parks & Trails Department successfully installed the first of 3 bridges necessary to complete the Cato – Brutus trail, Bridge "B", north of Smithler Rd. in Cato, NY, funded partially by a previous NYS TEP grant; and

WHEREAS, the Cayuga County Planning Department was successful in receiving a New York State grant to complete the Bridge "A" Project on the Cato –Brutus Trail, north of Chase Rd. in Cato, NY, pending contract receipt, and

WHEREAS, the Cayuga County Parks & Trails Department has budgeted funds in budget line A71152 52100 Cato - Fair Haven Trail Equipment Trackable in the amount of \$53,621 for the purchase of Trail Bridge "C" located between Ditmar Rd. and Jorolemon Rd. in the Town of Cato, and

WHEREAS, the Cayuga County Parks & Trails Department possesses the necessary permitting and designs for Bridge "C" necessary to complete this 6 mile trail corridor; and

WHEREAS, the Cayuga County Soil & Water Conservation District has identified funding to complete the site work and bridge abutment fabrication, and

WHEREAS, the Parks Commission supports the completion of this important project, therefore be it

RESOLVED, that the Cayuga County Purchasing Department is authorized to procure the trail bridge pursuant to specifications and timelines provided by the Parks & Trails Department; and be it further

RESOLVED, that the Park Maintenance Supervisor and the Purchasing Director are authorized to request and award any bids which are necessary to carry out the intent of this resolution; and be it further

RESOLVED, that the Chair of the Legislature is authorized and directed to sign any agreements necessary to carry out the intent of this resolution

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Tucker Whitman

Co. Atty: 

2-20-PW-7

RESOLUTION NO. \_\_\_\_\_

2/25/2020

PT Pavilion Porch Repair 2 20

**AUTHORIZE EXPENDITURE OF FUNDS FROM RESERVE ACCOUNT NO. A-18838 PAVILION BUILDING AND EQUIPMENT FOR REPAIRS TO THE EMERSON PARK PAVILION PORCH**

BY: Tucker Whitman, Chair, Public Works Committee  
Christopher Petrus, Chair, Ways & Means Committee

Whereas, Reserve account A18838 was created for Emerson Park Pavilion improvement, equipment replacement, new equipment and small wares replacement funded by proceeds from the catering contract for the Pavilion, and

Whereas, the following improvement is necessary at the Emerson Park Pavilion:  
Repair of porch roof and substructure; and

Whereas, the Parks Department has received 3 quotes to effect the required repairs per county Purchasing Policy; and

Whereas, the proposed repairs are consistent with the intent of the Reserve account, now therefore be it

Resolved, the County Legislature hereby authorizes the Cayuga County Treasurer to transfer the necessary funds to complete the repairs of the pavilion as determined by County Purchasing Policy by transferring \$24,740 from Reserve account No. A-18838 Pavilion Building and Equipment to A71104-54147, Park Improvements; and be it further

Resolved, that the Chairman of the Cayuga County Legislature is hereby authorized to sign any agreements necessary to carry out the intent of this resolution; and be it further

Resolved, that the Cayuga County Treasurer is authorized and directed to make the journal and accounting entries required to implement the intent of this resolution; and be it further

Resolved, that the Parks and Trails Department is hereby authorized to proceed with the improvements to the Emerson Park Pavilion as outlined above

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Tucker Whitman

Co. Atty: 

RESOLUTION NO. \_\_\_\_\_ 2/25/2020 PT Sterling Nature Center Labor Pay Rate rev

**RESOLUTION TO CHANGE THE PAY RATE OF THE PART TIME LABORER POSITION AT THE STERLING NATURE CENTER**

BY: Tucker Whitman, Chair, Public Works Committee  
Christopher Petrus, Chair, Ways and Means Committee

WHEREAS, Cayuga County presently employs a Part-Time Laborer at the Sterling Nature Center at the rate presently at \$11.10 / hour; and

WHEREAS, the Parks & Trails Department seeks to bring this rate to \$17.55/hr which is comparable to other PT Laborer positions in the Compensation Plan; and

WHEREAS, the Parks & Trails Department has budgeted for the increase from \$11.10 to \$17.55 for the Part-Time Laborer employed at the Sterling Nature Center; and

WHEREAS, the Parks Commission supports this change, now therefore be it

RESOLVED, that the rate of pay for the Part-Time Laborer position at the Sterling Nature Center be set at \$17.55 / hour Compensation Plan be amended to reflect the same.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Tucker Whitman

Co. Atty: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

2/25/2020

**AUTHORIZING THE HIRING OF SEASONAL STAFF FOR THE PARKS & TRAILS DEPARTMENT FOR THE 2020 SEASON**

By: Tucker Whitman, Chair, Public Works Committee  
Christopher Petrus, Chair Ways and Means Committee

**Whereas**, it is necessary to hire additional seasonal staff at Emerson Park, Owasco Flats, Sterling Nature Center and the County Trails to accomplish the increased workload preparing for, during and after the summer season; and

**Whereas**, it is anticipated that in order to accomplish this extra work up to 54 full-time or part-time seasonal positions will be needed, which will include: fourteen (14) Laborers, eight (8) Lifeguards, three (3) Head Lifeguards, six (6) Maintenance Crew Leaders, twelve (12) Park Security Guards, one (1) Supervising Park Security Guard, one (1) Building Maintenance Mechanic, two (2) Building Maintenance Persons, one (1) Typist and six (6) Cleaners as recommended by the Committee or as otherwise provided by law; now, therefore, be it

**Resolved**, that the Parks Maintenance Supervisor is hereby authorized to hire up to 54 full time or part time seasonal positions as stated above, to be paid as follows:

Laborers	\$11.80/hr. (Minimum Wage)
Lifeguards	\$12.10/hr.
Head Lifeguards	\$12.85/hr.
Maintenance Crew Leaders	\$13.35/hr.
Park Security Guards	\$13.35/hr.
Supervising Park Security Guard	\$18.35/hr.
Building Maintenance Mechanic	\$18.65/hr.
Building Maintenance Persons	\$15.05/hr.
Cleaners	\$13.35/hr.
Typist	\$14.05/hr.

and be it further

**Resolved**, that the funding for the above-stated positions shall be paid from appropriated funds in the 2020 Emerson Park Budget Account A71101-51005 (Seasonal Salaries) for a total not to exceed the budgeted amount of \$171,404.00 and from the 2020 Sterling Nature Center Budget Account A71131-51005 (Seasonal Salaries) in an amount not to exceed the budgeted amount of \$4,000.00.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Tucker Whitman

Co. Atty: 

2-20-PW-10

RESOLUTION NO. \_\_\_\_\_

2/25/20

HWY EBO auth2020

**AUTHORIZING THE DEPUTY DIRECTOR OF PUBLIC WORKS TO ACCESS AND USE THE INTERNET GOVERNMENT SOLUTIONS EQUITABLE BUSINESS OPPORTUNITIES SYSTEM FOR NYSDOT FUNDED PROJECTS.**

By: Tucker Whitman, Chairman Public Works Committee  
Christopher Petrus, Chairman Way and Means Committee

Whereas, NYSDOT has an Internet Government Solutions (IGS) Equitable Business Opportunities (EBO) System to track payments, participation in construction, consultant engineering and professional services pertaining to NYSDOT funded projects; and

Whereas, the system allows for more efficiency in the monitoring and reporting aspects of NYSDOT funded project (s); and

Whereas, the Deputy Director of Public Works oversees these projects and would benefit from accessing this system; now therefore be it

Resolved, that the Deputy Director of Public Works is authorized and directed to access the NYSDOT IGS EBO system on behalf of Cayuga County; and

Resolved, that the Deputy Director of Public Works will agree with the terms and conditions of access to the system set forth in the System User Agreement.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Tucker Whitman

Co. Atty: 

2-20-PW-11

RESOLUTION NO. \_\_\_\_\_

2/25/20

HWY TownsMowingAgrmt2020

**Authorizing the Chairperson of the Legislature and Highway Superintendent to enter into an agreement with towns mowing on county roads**

BY: Tucker Whitman, Public Works Committee  
Christopher Petrus, Ways and Means Committee

WHEREAS, the towns within Cayuga County may wish to provide mowing of county roads in 2020; and

WHEREAS, the Highway Department wishes to contract with the following towns for a reimbursement rate of \$245.00 per centerline mile; now therefore be it

Municipalities	Mileage Contracted	Rate per Mile	Total Expenditure
Sterling	55.11	245.00	\$ 13,501.95
Locke	15.96	245.00	\$ 3,910.20
Springport	17.32	245.00	\$ 4,243.40

Now therefore be it;

RESOLVED, to authorize the Chairperson of the Legislature and the Highway Superintendent to enter into agreement with municipalities of Sterling, Springport and Locke for contract mowing on county roads to for an amount not to exceed \$21,655.55; and be it further

RESOLVED, the County Attorney is to review agreements before signing.

**Public Works Committee**

**Ways & Means Committee**

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Tucker Whitman, Chair

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Christopher Petrus, Chair

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Tucker Whitman

Co. Atty: 

**AUTHORIZING THE CHAIRPERSON TO EXTEND 2018 SEALED BIDS FOR THE PURCHASE OF BASE STABILIZATION, BITUMINOUS CONCRETE, EQUIPMENT RENTAL, LIMESTONE, NATIVE STONE/GRAVEL, SNOW AND ICE CONTROL SAND AND STRIPING**

By: Tucker Whitman, Chairman Public Works Committee  
Christopher Petrus, Chairman Way and Means Committee

Whereas, certain supplies will have to be purchased during 2020 for the County Highway Department; and

Whereas, the construction season is a short period of the year and items may be required to be bid to meet unusual maintenance needs that must be accomplished during the construction season; and

Whereas, under Section 103 of the General Municipal Law all purchases over \$20,000 have to be bid by public advertising and sealed bids; And

Whereas, the Cayuga County Highway Department is currently seeking to extend 2018 sealed bids for the following;

- **Base Stabilization;** Bid 2018-01- Awarded 1-18-2018 to Suit-Kote Corp.; Recycled base; per square yard, Motor Grader, Double drum vibratory roller, and various stabilizing agents.
- **Bituminous Concrete;** Bid 2018-02- Awarded 1-18-2018 to Ricelli Enterprises, Seneca Stone, Suit-Kote Corp. and Hanson; Types; 1, 3, 5,6, and 7 mix, 37.5mm, 25.0mm, 12.5mm, 9.5mm superpave mix and fine binder.
- **Equipment Rental;** Bid 2018-03- Awarded 1-19-2018 to Monroe Tractor, Donegal Construction, F. Rizzo Construction, Midland Asphalt Mat., Vestal Asphalt, Paul F. Vitale, Inc., Suit-Kote, Villager Construction, Herc Rentals, D. Clark Dist. Tracey Road Equipment; Rental of Paver, Milling Machine, Vibratory Roller, Six Man Paving Crew, Power Broom, Backhoe, Excavator, 10 wheel truck, Bottom dump tractor trailer, Lowboy, Crawler dozers, Portable Screen, Asphalt tack, equipment rental may include operators.
- **Lime Stone;** Bid 2018-14- Awarded 1-21-2018 to Dolomite, Seneca Stone, Syracuse Sand and Gravel, Hanson, Robinson, and Smith's; Various limestone, Crusher run, Light stone, and Gabion.
- **Liquid Bituminous Materials;** Bid 2018-05- Awarded 1-18-2018 to Suit-Kote Corp., State Liquid Bituminous Concrete mixes adjusted by escalation, County Liquid Bituminous Concrete mixes, Pugmill rental, Paver rental, Chip Spreader rental, Mix Paver rental, all will operators.
- **Native Stone and Gravel;** Bid 2018-11- Awarded 2-21-2018 to RMS, TH Kinsella, Dolomite, Syracuse Sand and Gravel, Robinson, Genoa Sand and Gravel, Smith's Lindsey, Suit-Kote, and O'Tooles; Crushed Gravel Stone, Bank Run, Gabion, Sand, Select Fill, Mason Sand and Concrete Sand.
- **Snow and Ice Control Sand;** Bid 2018-13- Awarded 2-21-2018 to O'Tooles, Dolomite, Syracuse Sand and Gravel, Robinson Concrete, Hanson Aggregates, Smith's Gravel Pit, Lindsey Aggregates, Suit-Kote Corp., sand
- **Striping;** Bid 2018-08 Awarded 1-19-2018 to Seneca Pavement Marking, Reflectorized glass beads, Centerline application, Edge line application; price per mile, Yellow & White traffic paint per gallon.
- **Gasoline;** Bid 2018-10- Awarded 2-20-2018 to Mirabito Energy Products, gasoline
- **Diesel Fuel** Bid 2018-09- Awarded 2-20-2018 to Mirabito Energy Products, diesel fuel

Now therefore be it;

Resolved, that the Chairperson, be and is hereby authorized and directed, as specified in Section 133 of the Highway Law and Section 103 of the Municipal Law, to extend bids for Base Stabilization, Bituminous Concrete, Equipment Rental, Limestone, Native Stone/Gravel, Snow and Ice Control Sand and Striping

**Public Works Committee**

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Tucker Whitman, Chair

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Andy Dennison

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Benjamin Vitale

Co. Atty: 

**Ways & Means Committee**

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Christopher Petrus, Chair

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Tucker Whitman

**AUTHORIZING THE CHAIRPERSON OF THE CAYUGA COUNTY LEGISLATURE TO EXTEND 2019 SEALED BIDS FOR THE PURCHASE OF GUIDERAIL, PIPE/PIPE ARCH, HOT IN PLACE ASPHALT, SIGN FACES, SIGN POSTS, TRANSIT MIX CONCRETE, AND TREE TRIMMING**

By: Tucker Whitman, Chairman Public Works Committee  
Christopher Petrus, Chairman Way and Means Committee

Whereas, certain supplies will have to be purchased during 2020 for the County Highway Department; and

Whereas, the construction season is a short period of the year and items may be required to be bid to meet unusual maintenance needs that must be accomplished during the construction season; and

Whereas, under Section 103 of the General Municipal Law all purchases over \$20,000 have to be bid by public advertising and sealed bids; and

Whereas, the Cayuga County Highway Department is currently seeking to extend 2019 sealed bids received on April, 23, 2019 for the following;

- **Guiderail;** Bid 2019-06- Awarded to Chemung Supply Corp.; misc. posts, multiple galvanized plates and beams, and hardware.
- **Pipe/ Pipe Arch;** Bid 2019-07- Awarded to Chemung Supply Corp.; Corrugated steel pipe, and Perforated sub drain pipe; 10-16 gauge, aluminized type II and plain galvanized, connecting bands, and corrugated polyethylene tubing & couplings.
- **Hot-In-Place Asphalt Recycling;** Bid 2019-03- Awarded to Highway Rehab Corp.; Hot in Place Asphalt Recycling with compaction and without compaction per square yard, option of traffic control
- **Sign Faces** Bid 2019-09- Awarded to Garden State Highway; one color High Intensity Prismatic sign faces, various sizes
- **Sign Posts** Bid 2019-08- Awarded to Chemung Supply Corp., Driving sections, Upper sections, delineator posts, galvanized square tube type; various lengths
- **Transit Mix Concrete** Bid 2019-05- Awarded to Robinson Concrete; Concrete, class A & B, Certifications, delivery and mesh
- **Tree Trimming** Bid 2019-10- Awarded to Cranebrook Tree Service, hourly or daily tree removal rate

Now therefore be it;

Resolved, that the Chairperson of the Cayuga County Legislature, be and is hereby authorized and directed, as specified in Section 133 of the Highway Law and Section 103 of the Municipal Law, to extend bids for Guiderail, Pipe/Pipe Arch, Hot in Place Asphalt Recycling, Sign faces, Sign posts, Transit mix concrete and Tree trimming.

**Public Works Committee**

**Ways & Means Committee**

\_\_\_\_\_  
Tucker Whitman, Chair

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Christopher Petrus, Chair

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Andy Dennison

\_\_\_\_\_  
Keith Batman

\_\_\_\_\_  
Ryan Foley

\_\_\_\_\_  
Elane Daly

\_\_\_\_\_  
Timothy Lattimore

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Andy Dennison

\_\_\_\_\_  
Hans Pecher

\_\_\_\_\_  
Ryan Foley

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Paul Pinckney

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Benjamin Vitale

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Benjamin Vitale

\_\_\_\_\_  
Tucker Whitman

Co. Atty:



2-20-PW-14

RESOLUTION NO. \_\_\_\_\_

2/25/20

HWY Battery Consign

**AUTHORIZING THE DEPUTY DIRECTOR OF PUBLIC WORKS AND THE CHAIR OF CAYUGA COUNTY LEGISLATURE TO ENTER IN TO A CONSIGNMENT CONTRACT WITH KINGS AUTO**

By: Tucker Whitman, Chairman Public Works Committee  
Christopher Petrus, Chairman Way and Means Committee

Whereas, the Cayuga County Motor Pool utilizes batteries for County vehicles on an as needed and emergency basis; and

Whereas, the batteries needed are not always available; and

Whereas, Kings Auto and the Motor Pool Division wish to enter in to a consignment agreement in which Kings Auto stocks the Motor Pool with batteries and payment is due upon sale; now therefore be it

Resolved, that the Chairperson of the Legislature and Deputy Director of Public Works are authorized and directed to execute any contracts or agreements required to implement the intent of this resolution; and be it further

Resolved, the County Attorney is to review agreements before signing.

**Public Works Committee**

**Ways & Means Committee**

\_\_\_\_\_  
Tucker Whitman, Chair

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Christopher Petrus, Chair

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Andy Dennison

\_\_\_\_\_  
Keith Batman

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Ryan Foley

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Hans Pecher

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Ryan Foley

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Paul Pinckney

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Benjamin Vitale

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Benjamin Vitale

\_\_\_\_\_  
Tucker Whitman

Co. Atty: 

RESOLUTION NO. \_\_\_\_\_

2/25/20

HWY Fill foreperson

**AUTHORIZATION TO FILL A WORKING FOREPERSON POSITION IN THE HIGHWAY DEPARTMENT**

By: Tucker Whitman, Chairman Public Works Committee  
Christopher Petrus, Chairman Way and Means Committee

WHEREAS, a Working Foreperson (position control #02482) in the Highway Department is vacant; and

Whereas, the Authorization to Fill has been approved; and

Whereas, the position will allow the Highway Department to provide necessary supervision over crews at multiple locations; and

Whereas, the Deputy Director of Public Works wishes to fill this position by promotion of position control # 02481 and not backfilling resulting in a small fiscal impact; now therefore be it

Resolved, to authorize the Highway Superintendent to fill this open position and be it further

Resolved, that the foregoing be accomplished in accordance with Cayuga County Civil Service Rules and Regulations and the policies of the County of Cayuga

**Public Works Committee**

**Ways & Means Committee**

\_\_\_\_\_  
Tucker Whitman, Chair

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Christopher Petrus, Chair

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Andy Dennison

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Keith Batman

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Benjamin Vitale

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Benjamin Vitale

\_\_\_\_\_  
Tucker Whitman

Co. Atty: 

## Authorization to Create/Fill

A copy of this completed form MUST be attached to ALL Civil Service MSD-426 forms when filling a position.

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Date 1/28/2020

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Authorization To: Fill Only

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**\*\* New Position Duties Statement (NPDS) - Short Form  
REQUIRED IF the title exists within the department**

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**\*\* New Position Duties Statement (NPDS) - Long Form  
REQUIRED IF the title does NOT exist within the department**

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Do you anticipate this request to result in fill-behinds? No

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Cayuga County Department Highway

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Job Title Being Requested (Exact Civil Service Title) Working Foreperson

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Position Control Number 02482

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Position Status Permanent

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Position Designation Full-Time

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Budget Account Number D51101

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Is a position being abolished to create the new position? No

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Is the salary of requested position in the current comp plan? Yes

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Comp Plan Requested IS IN CSEA

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CSEA Grade 17

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Probationary Salary Amount 23.59

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Step 4 Amount (CSEA) 24.94

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Starting Salary for Position Requested	23.59
Justification for Salary Requested	Salary requested is for promotion Working Foreperson.
Does position include fringe benefits?	Yes
What is the justification for filling this position AND why is it important for your department?	This position will allow leadership and supervision of an individual crew allowing multiple projects to completed simultaneously.
How is this position funded?	Budget
Is this a reimbursed position?	No
What will the fiscal impact of filling this position in your budget this year and in future fiscal years?	This position will be partially funded by not backfilling position
Department Head	Carl E. Martel
Date	1/28/2020
Attestation	I have been directed to submit on behalf of the authorized department or agency head
Name of Person Submitting on Behalf of Department or Agency Head	Kayla Mayberry
Title of Person Submitting on Behalf of Department or Agency Head	Junior Accountant
(Section Break)	

LHLippoldt Approved with changes 2/3/2020