

FINANCE COMMITTEE
AGENDA
APRIL 2, 2020

Committee Members: *Frasier, Conover, Geraghty, Beaty, Braymer, McDevitt, Merlino, Simpson, and Strough*

- I. Committee meeting called to order by Chairman.
- II. Motion to approve minutes of prior Committee meetings.
- III. Action Agenda
 - 1) ~~Request for transfers of funds as attached for Committee approval.~~ *None this month*
 - 2) **Request from the County Treasurer:**
Request to authorize waiving of the 5% penalty on late property tax payments for thirty days in compliance with Real Property Tax Law Section 1182.
 - 3) **Requests/Items to be Discussed by the County Administrator:**
 - A) Journal Reports of transfers approved by the County Administrator staff during the month of February 2020.
 - B) *On behalf of the Sheriff's Office* - Request for a transfer of funds in the amount of \$90,000 for the purchase of marked front line police vehicles.
 - C) *On behalf of the Sheriff's Office* - Request for a new contract with Siewert Equipment for preventive maintenance services with multi-point inspection of duplex pump station and muffin monster.
 - 4) Finance Committee action is required on the following items approved by the Personnel & Administration Committee: Personnel & Administration Committee Agenda Items 2 & 3A-B.
- IV. **Pending Items:**
None.
- V. Privilege of the Floor
- VI. Motion to Adjourn

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Treasurer's Office

DATE: April 17, 2020

- (a) Purpose of Request: **For the Board to pass a resolution to comply with RPTL Section 1182**
- (b) Details: **To waive the 5% penalty for 30 days on late tax payments.**
- (c) Previous Resolution Number: **None**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **None**

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS FRASIER, CONOVER, GERAGHTY, BEATY, BRAYMER, MCDEVITT, MERLINO, SIMPSON AND STROUGH

AUTHORIZING WAIVER OF FIVE PERCENT (5%) PENALTY ON LATE PAYMENT OF PROPERTY TAXES

WHEREAS, New York State has declared a State of Emergency due to the COVID-19 pandemic, and has mandated a stay-at-home order (PAUSE) for all non-essential businesses, and

WHEREAS, the Chairman of the Warren County Board of Supervisors issued Executive Order 3 of 2020, which order placed all Warren County buildings and indoor spaces under restricted access that did not allow the public access to County premises, and

WHEREAS, New York State Real Property Tax Law Section 1182 allows the Warren County Board of Supervisors to authorize the County Treasurer, as the Tax Enforcement Officer, to waive the interest charges to which the County is entitled for late property tax payments, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorized the County Treasurer, as the Tax Enforcement Officer, to waive the five percent (5%) penalty on late property tax payments beginning on April 15, 2020 and continuing until thirty (30) days after the Chairman's Executive Order is lifted and the Treasurer's Office is permitted to re-open to the public.

WARREN COUNTY
Journal Report - February

G/L Date	G/L Account	Account Description	Description	Increase Amount	Decrease Amount
DPW_DPW Admin - DPW,DPW Administration					
2/12/2020	A.7111 410	Supplies	Transfer Within Budget Code to A.7111 445	\$ 100.00	\$ 100.00
2/12/2020	A.7111 445	Foods	Transfer Within Budget Code from A.7111 410	\$ 100.00	
2/24/2020	A.7110 861	Retirees Hospitalization	Transfer Within Budget Code to A.7110 862	\$ 173.87	
2/24/2020	A.7110 862	Health Insurance Cost Reimbursement	Transfer Within Budget Code from A.7110 861	\$ 173.87	
2/25/2020	A.7110 410	Supplies	Transfer Within Budget Code to A.7110 444	\$ 81.00	
2/25/2020	A.7110 444	Travel/Education/Conference	Transfer Within Budget Code from a.7110 410	\$ 81.00	
Infotech - Information Technology					
2/12/2020	A.1680 220	Office Equipment	Budget Transfer out of Object Code from A.1680 422	\$ 600.00	
2/12/2020	A.1680 422	Repair/Maint:Equipment	Budget Transfer out of Object Code to A.1680 220	\$ 600.00	\$ 600.00
Office of EMS - Office of Emergency Services					
2/13/2020	A.3410 230	Automotive Equipment	Budget transfer within object code from A.3410 260	\$ 500.00	
2/13/2020	A.3410 260	Other Equipment	Budget transfer within object code to A.3410 230	\$ 500.00	\$ 500.00
Public Health_Health Services - Public Health, Health Services					
2/13/2020	A.4018 418	Ins-General Liability	Budget Transfer Preventive A.4018.444 from A4018.418	\$ 500.00	
2/13/2020	A.4018 444	Travel/Education/Conference	Budget Transfer Preventive A.4018.444 from A4018.418	\$ 500.00	
2/29/2020	A.4010.4300 428	Data Processing & Internet Fees	Budget transf DSRIP to A.4010.4300.470 fm .428	\$ 200.00	
2/29/2020	A.4010.4300 470	Contract	Budget transf DSRIP to A.4010.4300.470 fm .428	\$ 200.00	
Sheriff_Sheriff Law Enf - Sheriff,Sheriff Law Enforcement					
2/13/2020	A.3110 230	Automotive Equipment	Budget Transfer Out of Object Code from A.3110 410	\$ 19,273.00	
2/13/2020	A.3110 410	Supplies	Budget Transfer Out of Object Code to A.3110 230	\$ 19,273.00	\$ 19,273.00
Tourism - Tourism					
2/4/2020	A.6417.0001 470	Contract	Transfer from A.6417.0001 481	\$ 32,651.00	
2/4/2020	A.6417.0001 481	Tourism Promotion	Transfer to A.6417.0001 470	\$ 32,651.00	
2/11/2020	A.6417.0002 480	Tourism-Special Events	Transfer from A.6417.0002 480.03	\$ 80,000.00	
2/11/2020	A.6417.0002 480.03	Tourism - Special Event Discretionary Fund	Transfer to A.6417.0002 480	\$ 80,000.00	
2/24/2020	A.6417.0002 469	Other Payments/Contributions	Transfer to A.6417.0002 480	\$ 37,500.00	
2/24/2020	A.6417.0002 480	Tourism-Special Events	Transfer from A.6417.0002 469	\$ 37,500.00	

2/24/2020	A.6417.0001 481	Tourism Promotion	Transfer to A.6417.0002 480	\$ 23,250.00
2/24/2020	A.6417.0002 480	Tourism-Special Events	Transfer from A.6417.0001 481	\$ 23,250.00

Weights & Meas - Weights & Measures

2/5/2020	A.6610 418	Ins-General Liability	Budget Transfers within Object Code from A.6610 422	\$ 139.00
2/5/2020	A.6610 422	Repair/Maint-Equipment	Budget Transfers within Object Code to A. 6610 418	\$ 139.00

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Sheriff's Department

SIGNED:

DATE: 4/2/2020

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3110 110	Sheriff's Law Enforcement, Salaries - Regular	A.3110 230	Sheriff's Law Enforcement, Automotive Equipment	\$90,000.00

Please state reason for transfers requested:

To cover the cost of the purchase of marked frontline police vehicles

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

RESOLUTION REQUEST FORM NO. 3**Request for New Contract****DEPARTMENT NAME:** Sheriff**DATE:** March 31, 2020

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Preventative maintenance service with multi-point inspection of Duplex Pump Station & Muffin Monster**
- (c) Name of Contractor: **Siewert Equipment**
- (d) Address of Contractor: **175 Akron Street, Rochester NY 14609**
- (e) Contractor's Contact Person and Telephone Number: **Jim Welsh
(518) 629-3115**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **Upon Execution**
- (h) Termination Date of Contract: **December 31, 2022**
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$15,000**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

**A.3110 413 General Sheriff's Law Enforcement - Repair & Maintenance
Bldg/Property \$15,000**

**Sample: A.3110 470 General Sheriff's Law Enforcement - Contract \$ xx.xx
Capital Project No. H289.9550 480 - Old Jail Renovations \$xx.xx**

* as listed in budget and LOGOS



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Headquarters: 175 Akron Street, Rochester, NY 14609

Service Department:

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 F - 518-272-4406
www.siewertequipment.com

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 and Industry since 1949.

Laser Alignment Specialists

EMAIL / FAX TRANSMITTAL FORM

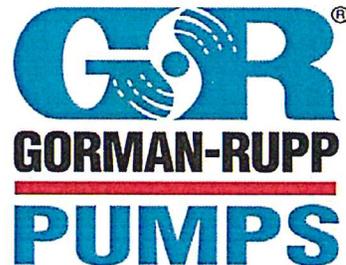
Date: Friday, January 10, 2020
To: Warren County Sheriff's Office
Attention: J.R. Diamond
Fax/Email: Robert.Diamond@WarrenCountySheriffNY.us **Phone:** 518-743-2500
From: Jim Welsh
Title: Service Coordinator

COMMENTS

Subject/Job: PM Adder
Make/Model: Gorman Rupp T4A3S-B / WW
Serial Number: 03-63333-AM
PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



Copy: Will Stradling

Total Number of Pages Including Cover:

4



Service Proposal

Service Department
Buffalo | Rochester | Albany

To: **Warren County Sheriff's Office**
1400 U.S. 9
Lake George, NY, 12845
Attn: **J.R. Diamond**
Job: **PM Adder**

Voice: #REF!
Fax: #REF!
Date: **January 10, 2020**
Make/Model: **Gorman Rupp T4A3S-B / WW**
Serial #: **03-63333-AM**
Proposal #: **12027**
PO #:

Work/Solution Proposed

Proposal for onsite work
 - Remove the existing rotating assembly and bring it back to our shop for full DCI quote.
 - Install new rotating assembly

2.) Customer is responsible for establishing a safe, clean and accessible work environment.
 3.) Siewert Equipment is fully authorized for Service & Repair by Gorman Rupp Pump Company.
 4.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed. Repairs of the aforementioned unit to utilize the attached parts list and be in accordance with OEM tolerances & specifications. Genuine OEM replacement parts will be provided unless specifically noted otherwise.
 5.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
 6.) Payment terms are Net 30 days. A 3% processing surcharge applies to all credit card orders. This proposal is valid for 60 days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above.

PRICE FOR THIS WORK: **\$3,924**
 ~ Repair lead time: 0 Weeks

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (1) year manufacturer's warranty.

**** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ****

Proceed with Work

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes * No * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes No
 If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card*: (√ one) MasterCard Visa American Express

Card # Expiration Security Code

Credit Card: A 3% processing surcharge applies to all credit card orders.

J.R. Diamond
Warren County Sheriff's Office

Siewert Equipment Co. Inc.

James J. J.
Signature: _____
Name: James Lafarr
Title: Sheriff
Date: 03/17/2020

Jim Welsh
Signature: _____
Name: Jim Welsh
Title: Service Coordinator
Date: 1/10/2020



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required there under to be furnished by Siewert Equipment shall be distributed and installed by others under Siewert Equipment's supervision but at no additional cost to Siewert Equipment. Purchaser agrees to provide Siewert Equipment with required field utilities (electricity, toilers, drinking water, project hoist, elevator service, etc.) without charge. Siewert Equipment agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Siewert Equipment for any costs or expenses without Siewert Equipment's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by Siewert Equipment under this agreement, Siewert Equipment's obligations under this agreement expressly exclude any work of service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos of PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Siewert Equipment shall not operate to compel Siewert Equipment to perform any work relating to Hazards without Siewert Equipment's express written consent.

2. INVOICING & PAYMENTS. Siewert Equipment may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on - site and off - site. Purchaser shall pay Siewert Equipment at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due there under and purchaser agrees to pay Siewert Equipment additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Siewert Equipment's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Siewert Equipment, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Siewert Equipment shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials of equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. WARRANTY. Siewert Equipment warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 DAYS from delivery of said equipment, or if installed by Siewert Equipment, for a period of 90 DAYS from installation. Siewert Equipment warrants that for equipment furnished and/or installed but not manufactured by Siewert Equipment, Siewert Equipment will extend the same warranty terms and conditions which Siewert Equipment receives from the manufacturer of said equipment. For equipment installed by Siewert Equipment, if Purchaser provides written notice to Siewert Equipment of any such defect within thirty (30) days after the appearance of discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment. For equipment not installed by Siewert Equipment, if purchaser returns the defective equipment to Siewert Equipment within thirty (30) days after appearance or discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Siewert Equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**

5. LIABILITY. Siewert Equipment shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. VIDEO & AUDIO RECORDING. Video and Audio recording of any service, warranty or other work performed by Siewert Equipment is strictly prohibited.

7. CONFIDENTIALITY. The parties anticipate that the Purchaser may learn Confidential Information of Siewert Equipment as a consequence of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information means all information that Siewert Equipment discloses to the Purchaser during the course of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information includes, without limitation, specifications, methods, processes, drawings, schematics, know-how, notes, models, reports, and samples. Confidential Information may be in written, graphic, oral, visual or other tangible or intangible forms. The Purchaser agrees, on behalf of itself, its agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for its behalf that they will not (a) use any of Siewert Equipment's Confidential Information for any purpose other than as necessary for the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser; and (b) disclose any Confidential Information, either directly or indirectly, to any third party.

Any and all previous agreements, terms on the backside of a purchase order, quotation, acknowledgment or invoice, or understandings which are inconsistent with any of the various terms and conditions herein set forth are hereby canceled and rendered null and void to the extent of such conflict and/or inconsistency. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Siewert Equipment or, alternatively, shall provide Siewert Equipment with acceptable tax exemption certificates. Siewert Equipment shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. Siewert Equipment shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SECO's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Siewert Equipment, etc.

10. COMPLIANCE WITH LAWS. Siewert Equipment shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

11. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of Siewert Equipment's standard limits will be furnished when requested and required. No credit will be given or premium paid by Siewert Equipment for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

14. OCCUPATIONAL SAFETY AND HEALTH. The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

15. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

16. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Siewert Equipment unless accepted by Siewert Equipment in writing.



January 3, 2019

To: Whom It May Concern

Subject: Distributor for Municipal Engineered Systems Water and Wastewater Market

The Gorman-Rupp Company is a world leader in the production of pumps and engineered equipment for diversified markets. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic applications. Some examples of these are construction, petroleum, industrial, water and wastewater. Our distributors are specialists and very knowledgeable within their defined market area and dedicated to helping you select and maintain the proper equipment for your application.

Please be advised Siewert Equipment is the sole authorized distributor for Municipal Water and Wastewater Pumps, Lift Stations and parts for the territory defined below:

New York: The following counties in the State of New York: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saint Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, and Yates.

Siewert Equipment is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal water and wastewater lift stations or treatment plants, including individual units installed in municipal collection systems.

Siewert Equipment
175 Akron Street
Rochester, NY 14609
Telephone: 585.482.9640

This letter is valid from this date forward until such time Gorman-Rupp identifies a new Municipal distributor for your location, if the need arises. All previous letters you may have been provided are superseded by this letter.

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent Baldasare', written over a light blue horizontal line.

Vincent Baldasare
Sales Manager – Engineered Systems

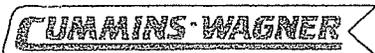
VB: hh

GORMAN-RUPP PUMPS

P.O. Box 1217 | Mansfield, Ohio 44901-1217 | Phone: 419-755-1011 | Fax: 419-755-1251 | grsales@gormanrupp.com | www.GRpumps.com



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EMAIL / FAX TRANSMITTAL FORM

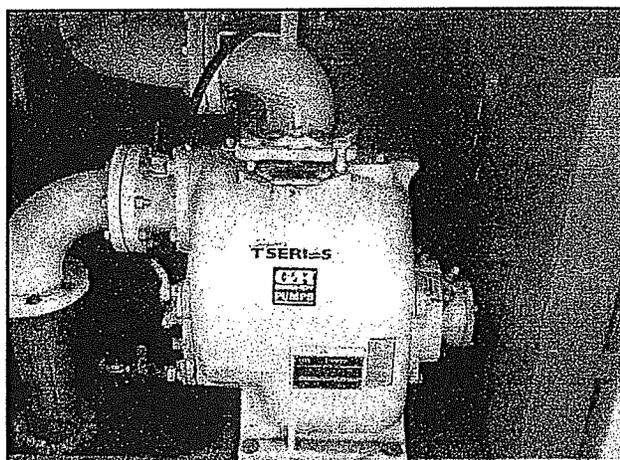
Date: Friday, January 10, 2020
To: Warren County Sheriff's Office
Attention: J.R. Diamond
Fax/Email: Robert.Diamond@WarrenCountySheriffNY.us **Phone:** 518-743-2500
From: Jim Welsh
Title: Service Coordinator

COMMENTS

Subject/Job: PM Proposal
Make/Model: Gorman Rupp T4A3S-B /WW
Serial Number: 03-6333-AM
PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



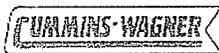
Copy: Will Stradling

Total Number of Pages Including Cover:

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 and Industry since 1949.

Headquarters: 175 Akron Street, Rochester, NY 14609

Laser Alignment Specialists

Planned Service Agreement

Customer Name: Warren County Sheriff's Office
Address: 1400 U.S. 9
City, State, Zip: Lake George, NY, 12845
Attn: J.R. Diamond
Phone # : 518-743-2500

Agreement # : Gorman Rupp T4A3S-B /
Serial # : 03-6333-AM
Job Card: PM Proposal
Proposal Date: 1/10/2020
E-Mail/Fax: Robert.Diamond@WarrenCountySheriffNY.us

Work Proposed:

Gorman Rupp Duplex Pump Station and Muffin Monster Grinder:

1.) Provide labor and material for on-site equipment inspection and preventative maintenance service. Scope of work to include:

- Pump & pump station preventative maintenance service with multi-point inspection in accordance with OEM recommendations.
- Completion PM datasheet for record.
- Scope of service includes standard parts and supplies noted on attached parts list.
- An inspection report with any recommended maintenance and repairs will be provided at conclusion of work.

2.) Genuine OEM replacement parts will be provided unless specifically noted otherwise.
 3.) Scope of on-site service is limited to 2 service technicians on-site for 1 work day. If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
 5.) Payment is due upon completion of work. Payment terms are Net 30 days. A 3% processing surcharge applies to all credit card orders. This proposal is valid for the next 60 Days and subject to attached terms and conditions.

Exclusions:

1.) Any work not specifically described above.
 2.) Repair labor or material (recommended or emergency repair services to be quoted separately).
 3.) Preventative maintenance services must be scheduled two weeks in advance at a mutually agreeable time. PM service proposals are not a substitute for unforeseen or emergency repair services.

Equipment List

Facility	Equipment Description	Location I.D. No.
	Gorman Rupp Duplex Station	03-6333-AM
	Muffin Monster	

One Year Contract

Year	Increase	Price
1	0%	\$3,290

Three Year Contract

Year	Increase	Price
1	0%	\$3,290
2	1%	\$3,323
3	2%	\$3,356

Five Year Contract

Year	Increase	Price
1	0%	\$3,290
2	1%	\$3,323
3	2%	\$3,356
4	3%	\$3,389
5	4%	\$3,422

Proceed with Work:

One Year

Three Year

Five Year

Start Date:

Year 1 Price:

Price and Payment Terms:

This agreement takes affect on above start date and it will continue for an original term as selected above.

Purchase Order Number:

Tax Exempt: No Yes * Fax copy of tax exempt cert. if applicable

J.R. Diamond
 Warren County Sheriff's Office

Signature:
 Title: Sheriff
 Date: 03/07/2020

Jim Welsh
 Siewert Equipment

Signature:
 Title: Service Coordinator
 Date: 1/10/2020



Parts List

Service Department
Buffalo | Rochester | Albany

Voice: 585-224-7936
Fax: 585-224-7968

Date: January 10, 2020
Make/Model: Gorman Rupp T4A3S-B /WW

Serial #: 03-6333-AM
Proposal #: 12025
PO #: 0

To: Warren County Sheriff's Office
1400 U.S. 9
Lake George, NY, 12845
Attn: J.R. Diamond
Job:

<u>Material List</u>	
Quantity	Description
1	Gaskets / Oil / O-Rings



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required there under to be furnished by Siewert Equipment shall be distributed and installed by others under Siewert Equipment's supervision but at no additional cost to Siewert Equipment. Purchaser agrees to provide Siewert Equipment with required field utilities (electricity, toilers, drinking water, project hoist, elevator service, etc.) without charge. Siewert Equipment agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Siewert Equipment for any costs or expenses without Siewert Equipment's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Siewert Equipment under this agreement, Siewert Equipment's obligations under this agreement expressly exclude any work of service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Siewert Equipment shall not operate to compel Siewert Equipment to perform any work relating to Hazards without Siewert Equipment's express written consent.
 2. **INVOICING & PAYMENTS.** Siewert Equipment may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on - site and off - site. Purchaser shall pay Siewert Equipment at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due there under and purchaser agrees to pay Siewert Equipment additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Siewert Equipment's invoice is not paid within 30 days of its issuance, it is delinquent.
 3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Siewert Equipment, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Siewert Equipment shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials of equipment permanently unavailable and the cost of a reasonably available substitute therefore.
 4. **WARRANTY.** Siewert Equipment warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 DAYS from delivery of said equipment, or if installed by Siewert Equipment, for a period of 90 DAYS from installation. Siewert Equipment warrants that for equipment furnished and/or installed but not manufactured by Siewert Equipment, Siewert Equipment will extend the same warranty terms and conditions which Siewert Equipment receives from the manufacturer of said equipment. For equipment installed by Siewert Equipment, if Purchaser provides written notice to Siewert Equipment of any such defect within thirty (30) days after the appearance of discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment. For equipment not installed by Siewert Equipment, if purchaser returns the defective equipment to Siewert Equipment within thirty (30) days after appearance or discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Siewert Equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
 5. **LIABILITY.** Siewert Equipment shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
 6. **VIDEO & AUDIO RECORDING.** Video and Audio recording of any service, warranty or other work performed by Siewert Equipment is strictly prohibited.
 7. **CONFIDENTIALITY.** The parties anticipate that the Purchaser may learn Confidential Information of Siewert Equipment as a consequence of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information means all information that Siewert Equipment discloses to the Purchaser during the course of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information includes, without limitation, specifications, methods, processes, drawings, schematics, know-how, notes, models, reports, and samples. Confidential Information may be in written, graphic, oral, visual or other tangible or intangible forms. The Purchaser agrees, on behalf of itself, its agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for its behalf that they will not (a) use any of Siewert Equipment's Confidential Information for any purpose other than as necessary for the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser; and (b) disclose any Confidential Information, either directly or indirectly, to any third party.
- Any and all previous agreements, terms on the backside of a purchase order, quotation, acknowledgment or invoice, or understandings which are inconsistent with any of the various terms and conditions herein set forth are hereby canceled and rendered null and void to the extent of such conflict and/or inconsistency. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision.
8. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Siewert Equipment or, alternatively, shall provide Siewert Equipment with acceptable tax exemption certificates. Siewert Equipment shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
 9. **DELAYS.** Siewert Equipment shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SECO's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Siewert Equipment, etc.
 10. **COMPLIANCE WITH LAWS.** Siewert Equipment shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
 11. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
 12. **INSURANCE.** Insurance coverage in excess of Siewert Equipment's standard limits will be furnished when requested and required. No credit will be given or premium paid by Siewert Equipment for insurance afforded by others.
 13. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
 14. **OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
 15. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
 16. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Siewert Equipment unless accepted by Siewert Equipment in writing.



January 3, 2019

To: Whom It May Concern

Subject: Distributor for Municipal Engineered Systems Water and Wastewater Market

The Gorman-Rupp Company is a world leader in the production of pumps and engineered equipment for diversified markets. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic applications. Some examples of these are construction, petroleum, industrial, water and wastewater. Our distributors are specialists and very knowledgeable within their defined market area and dedicated to helping you select and maintain the proper equipment for your application.

Please be advised Siewert Equipment is the sole authorized distributor for Municipal Water and Wastewater Pumps, Lift Stations and parts for the territory defined below:

New York: The following counties in the State of New York: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saint Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, and Yates.

Siewert Equipment is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal water and wastewater lift stations or treatment plants, including individual units installed in municipal collection systems.

Siewert Equipment
175 Akron Street
Rochester, NY 14609
Telephone: 585.482.9640

This letter is valid from this date forward until such time Gorman-Rupp identifies a new Municipal distributor for your location, if the need arises. All previous letters you may have been provided are superseded by this letter.

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent Baldasare', written over a horizontal line.

Vincent Baldasare
Sales Manager – Engineered Systems

VB: hh

GORMAN-RUPP PUMPS

P.O. Box 1217 • Mansfield, Ohio 44901-1217 Phone: 419-755-1011 Fax: 419-755-1251 • grsales@gormanrupp.com www.GRpumps.com

AGENDA
APRIL 2, 2020

Committee Members: Simpson, Geraghty, Frasier, Braymer, Conover, Magowan, McDevitt, Merlino and Wild

I. Committee meeting called to order by Chairman.

II. Motion to approve minutes of prior Committee meetings.

III. Action Agenda

1) **Items/Requests to be Discussed by the Human Resources Director and/or Personnel Officer:**

Human Resources-

Review of report on tracking of vacancies filled.

2) **Referral from the Health Services Committee - Public Health:**

Request to amend the Departmental Table of Organization and Salary Schedule to create and full up to ten (10) Public Health Assistant-Per Diem positions, *Annual Salary \$37,633, pro-rated to \$18.09/hr.*, effective retroactive to March 28, 2020.

3) **Requests/Items to be Discussed by the County Administrator:**

A) *On behalf of the Sheriff's Office* - Request to amend the Departmental Table of Organization and Salary Schedule to create the new position of Patrol Officer #64, *Base Annual Salary \$42,373*, effective June 1, 2020.

B) Request to amend the Departmental Table of Organization and Salary Schedule to adjust the salary of the Director of Public Affairs from \$58,354 to \$65,695 retroactive to March 23, 2020.

C) Delegation of Authority regarding COVID-19 emergency actions.

4) **Requests/Items to be Discussed by the County Treasurer:**

Compensation to employees for working on site with additional vacation time.

IV. **Pending Items:**

Personnel - None.

Higher Education - None.

V. **Vacancies Approved for Filling by Oversight Committee:**

Public Health - Registered Professional Nurse #32, *Grade 19, Base Annual Salary \$47,523.*

- Registered Professional Nurse #36, *Grade 19, Base Annual Salary \$47,523.*

Positions filled on emergency basis since last meeting:

Countryside - Institutional Aide #3 part time, *Grade 3, Base Annual Salary \$28,026.*

Social Services - Principal Account Clerk, *Grade 10, Base Annual Salary \$37,633.*

VI. Privilege of the Floor