

January 8, 2008

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Glasser, followed by the Pledge of Allegiance led by Commissioner Beachnau.

Roll call:

Present: Backenstose, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Excused: Bates.

The agenda was amended to add under new business item G) Road Commission Per Diem and Mileage.

The Regular meeting minutes of December 18, 2007 with attachments were approved as presented.

Consent Agenda:

Motion to approve the purchase of the Airport plow truck from Wagar Motors for \$30,476 to be paid out of the Airport Capital Projects Fund (fund 481). Motion carried via unanimous consent.

Motion to approve the Gaylord ARFF Contract. Motion carried via unanimous consent. (see attached)

Motion by Commissioner Bentz, to nominate Paul Liss as Vice-Chairman. Ayes: Unanimous. Motion carried.

Commissioner Paul Liss was elected Vice-Chairman.

Administrator's report:

John Burt reported that the National Institute of Corrections public meeting January 9, 2008 at 9:00 a.m. in the Multi-Purpose Room; Citizens Jail Committee meeting January 17, 2008; Radio sign up.

Joe Edwartowski reminded everyone the Charlton Township open house on January 14, 2008 at 6:00 p.m.

Elizabeth Haus reported on the Village of Vanderbilt.

Correspondence:

Commissioner Johnson received a letter from R.A.P regarding application documents.

New Business:

Motion by Commissioner Johnson, to approve Warrant B2007-52 in the amount of \$162,679.33 with prepaids in the amount of \$51,196.69 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve Warrant B2008-1 in the amount of \$39,036.74 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to approve Warrant B2008-2 in the amount of \$230,491.76 as presented. Ayes: Unanimous. Motion carried.

Commissioner Paul Beachnau was appointed Chairman on the finance committee.

Motion by Commissioner Backenstose, to approve Resolution OCR-08-01 honoring James Quandt.

Roll Call Vote:

Ayes: Backenstose, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Excused: Bates.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Olsen, to approve Resolution OCR-08-02 honoring Larry Higgins.

Roll Call Vote:

Ayes: Backenstose, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Excused: Bates.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Olsen, to reappoint Randy Rothe to the Zoning Board of Appeals to a 3 year term ending December 31, 2010. Ayes: Backenstose, Beachnau, Liss, Olsen, Glasser, Johnson. Nays: Hyde, Bentz. Excused: Bates. Motion carried.

Motion by Commissioner Johnson, to set the Road Commissioner's Per Diem rate at \$40.00 per half-day and \$80.00 per full day, and set the Mileage rate at \$.40 per mile. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Liss: Thanked the Board for their support.

Commissioner Glasser: Attended the NEMSCA meeting.

Meeting adjourned at 9:48 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk

AGREEMENT FOR SERVICES AT GAYLORD REGIONAL AIRPORT

THIS AGREEMENT is made on the ____ day of _____ 200__ by and between the County of Otsego, Gaylord Regional Airport, whose address is 1100 Aero Drive, Gaylord, Michigan 49735 (hereafter "County") and Gaylord ARFF, Inc., whose address is 6161 West Main Street, Pellston, Michigan 49769 (hereafter "Contractor")

Recitals

- A. WHEREAS, the County owns, operates and maintains Gaylord Regional Airport (hereafter "Airport");
- B. WHEREAS, the County desires to obtain maintenance services at the Airport which includes cleaning, snow plowing/removal, grounds/equipment maintenance, and UNICOM services;
- C. WHEREAS, Contractor has submitted a proposal for, and is willing, able and qualified to perform, all of said work in accordance with the provisions of this Contract;

NOW, THEREFORE, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, the parties agree as follows:

Agreement

1. TERM. The term of this Agreement shall commence on January 1, 2008, and shall terminate at the end of five (5) years thereafter, unless extended or terminated in accordance with the provisions hereof. The County shall have the option to extend this Agreement thereafter from year to year under the same terms and conditions contained in this Agreement and for a fee mutually agreed upon by the parties. The County may exercise this Option by giving the Contractor notice of such extension at least 120 days prior to the expiration of the Agreement.
2. COMPENSATION. The County agrees to pay the Contractor for the performance of all of the work required to be performed under this Agreement, and the Contractor agrees to accept as its full and only compensation thereof the annual lump sum of \$195,168.00 in four (4) equal installments of \$48,792.00 each on or before January 15, April 1, July 1, and October 1 of 2008. Starting on January 1, 2009, the payment shall be increased each anniversary of this Agreement (on January 1) by 4%. All payments will be made after receipt of invoices submitted to the County Administrator.

For any call-in fueling services outside of Contractor's normal hours of operation as set forth in this Agreement, Contractor shall receive a fee in the amount of fifty percent (50%) of the after-hours call-in fee, as established by the Airport Manager.

The Contractor shall receive fifty percent (50%) of the fee for de-icing of aircraft.

3. SCOPE OF WORK. The Contractor agrees to and shall perform the following services:
 - A. Cleaning Services.
 - (i) The Administrative Offices, Charter Office, Baggage Room, Pilot's Day Room, Flight Planning-Weather Briefing Room, FBO Offices, waiting lounge area, hallways, and other areas within the Aero-Center Building shall be serviced as follows on a daily basis unless otherwise indicated:
 - (a) Dust and wipe clean all furniture, fixtures, window sills, ledges and baseboards.
 - (b) Dust all chair rails, trim, and similar items.
 - (c) Wipe clean of dust, dirt, and smudges all wood, metal, glass, or plastic laminated surfaces and polish as needed, including counters and railings.
 - (d) Damp mop ceramic tile, marble, and terrazzo flooring and other types of unwaxed floors.
 - (e) Wash floors for spills, smears, and foot tracks.
 - (f) Dust all chair rails, trim, and similar items.
 - (g) Clean glass entrance doors weekly.
 - (h) Clean all windows inside and outside quarterly.
 - (i) Dust all lighting fixtures and replace bulbs as needed.
 - (j) Empty and clean all wastepaper baskets, ashtrays, receptacles, etc.
 - (k) Remove wastepaper and waste materials to a designated area on the premises.
 - (l) Clean, disinfect, and sanitize all drinking fountains.

- (m) Sweep all vinyl, asphalt, rubber, and similar type floorings.
 - (n) Sweep the outside entrance area, including curb area.
 - (o) Vacuum carpets, spot clean weekly and clean overall at least twice a year (once each in the spring and fall).
 - (p) Keep outside entrance lights clean of insects and webs.
 - (q) Clean and sanitize public and office telephones.
 - (r) Strip and wax at least once per year, Aero-Center floors.
- (ii) The lavatories shall services as follows on a daily basis unless otherwise indicated:
- (a) Sweep and wash all flooring.
 - (b) Wash and polish all mirrors, powder shelves, bright work, etc., including flush meters, piping, and toilet seat hinges.
 - (c) Wash both sides of all toilet seats.
 - (d) Clean and sanitize all sinks, bowls, urinals and fixtures.
 - (e) Damp wipe all partitions, tile walls, dispensers, and receptacles.
 - (f) Wash all partitions, tile walls, and enamel surfaces once a month, using proper disinfectant.
 - (g) Empty and clean waste paper and sanitary disposal receptacles.
 - (h) Remove wastepaper and waste materials to a designated area on the premises.
 - (i) Fill toilet tissue, soap, and towel dispensers.
 - (j) Dust all lighting fixtures and replace bulbs as needed.

- (k) Scrub floors as necessary, but not less than once a month.
 - (iii) The supply closet and boiler room shall be maintained in a clean, neat and orderly condition.
 - (iv) Entryways shall be kept clean and free of litter and debris. This includes the east, west, north and south doors and all areas within twenty (20) feet of these entryways.
 - (v) Contractor shall provide, at its own expense, all cleaning and janitorial supplies needed for maintenance of the terminal.
- B. Snow and Ice Removal. Contractor shall remove snow and ice, on an as needed basis, from the entrance and exits of the Aeri-Center Building and the building used for aircraft fire control and crash rescue services; from the east and west entryways, sidewalks and porticos of the Airport Main Terminal Building; and from runways, taxiways, driveways, and parking lots at the Airport. Additionally, Contractor shall spread sand, or other suitable material to remove snow and ice, where and when necessary, and shall test the runways and taxiways for braking conditions.
- C. Maintenance of Landscaped Areas. Contractor shall on an as-needed basis, mow and rake all lawn areas and generally maintain all landscaped areas, including the removal and disposal of debris.
- D. Aircraft Fueling and Certain Other Services. Contractor shall perform the following services:
- a. Servicing of aircraft with fuels, lubricants and consumables.
 - b. Maintenance of Airport fuel supplies and handling of payments to the County for fuel, oil, landing fees and other related services.
 - c. Inspection and maintenance of field, runways, taxiways and lighting including, replacement of light bulbs, transformers and regulators.
 - d. Inspection and general and preventative maintenance on Airport equipment, machinery and systems.
 - e. Assistance to aircraft in parking using handheld radio(s), taking fuel orders from pilots, assistance in

ferrying pilots and passengers to and from requested airport locations.

- f. Other related services deemed necessary by the Airport Manager and agreed upon by ARFF management.

E. UNICOM Services. Contractor shall perform the following services:

- (i) UNICOM staff shall communicate with all aircraft when requested:
 - a. To provide local airport advisory information.
 - b. To turn on/turn off runway lights.
 - c. To provide additional information as requested.
- (ii) UNICOM staff shall prepare and maintain daily flight logs and provide the same to the Airport Manager on a monthly basis.
- (iii) UNICOM staff shall provide personal services and information for pilots and/or passengers that may include, without limitation, the following:
 - a. To arrange transportation
 - b. To arrange motel/hotel accommodations
 - c. To arrange for fueling and ground support of aircraft
- (iv) In the event that an aircraft pilot, crew member and/or passenger becomes ill or injured in flight, Contractor shall, if requested, arrange for an ambulance crew, inform the hospital of the problem or dispatch whatever agency may be required.
- (v) Contractor shall answer FBO telephone and respond appropriately.
- (vi) Contractor and Airport Manager may also jointly designate additional services to be provided under this Agreement.

4. Obligations of the County. The County shall provide all equipment, repair parts, and fuel and supplies (gas, oil and diesel fuel) necessary to complete required duties. Major repairs cost will be the responsibility of the County.
5. Contractor Performance.
 - A. The Contractor shall perform all its obligations and functions under this Agreement in a professional and businesslike manner. The Contractor shall use its best efforts to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the premises, or be offensive to others at the Airport.
 - B. The appearance of the Contractor's employees shall be clean and neat and their conduct courteous.
 - C. The Contractor shall furnish each Contractor's employee with appropriate uniforms which, shall be worn by said employees at all times while on duty. The uniforms shall have proper identification thereon of the name of the Contractor and the employee's first name.
 - D. The Contractor shall not do or keep anything at the facility which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard at the Airport; or create a nuisance; or in any way obstruct or interfere with the rights of other users of the Airport, except as reasonably required in the performance of its obligations and functions hereunder; or commit or allow to committed any waste upon the facility or use or allow the facility to be used for any improper, immoral, unlawful or objectionable. Any violation of the provisions of this paragraph will be deemed by the County to be a default under this Agreement and shall entitle the County to all remedies created herein or provided by law.
 - E. The Contractor shall keep all of the County's tools, equipment, repair parts, and fuel and supplies utilized in the performance of this Agreement inventoried, in good and safe condition, and in working order.
 - F. Pursuant to the requirements imposed by the FAA, the Contractor hereby consents to reasonable searches and/or inspections of its employees, its employees' handbags and its employees' lockers. The Contractor hereby warrants to the County that it will require its

employees' consent to the above searches, as part of the employment contract. The County may make reasonable attempts to notify Contractor whenever it or the appropriate authorities intend to conduct searches and/or inspections.

- G. The Contractor shall require all prospective workers to show proof of citizenship or proof from the United States Citizenship and Immigration Services that they have entry permits, work permits, and are legal aliens.
 - H. Contractor shall provide three (3) full-time maintenance workers, one (1) part-time maintenance worker, and one (1) full-time UNICOM/customer service staff person.
 - I. Contractor shall perform its services pursuant to this Agreement on Saturdays and Sundays from 8:00 a.m. to 8:00 p.m., on Mondays from 5:30 a.m. to 8:00 p.m., on Tuesdays through Fridays from 7:00 a.m. to 8:00 p.m., but not on Thanksgiving, Christmas, and New Years.
6. INDEMNIFICATION. The Contractor hereby agrees to defend, release, indemnify and save harmless the County, its officers, agents and employees from and against (a) any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the County, and (b) any and all claims, demands, suits, actions, liabilities, costs, expenses, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, actions or omissions of the Contractor or those performing under it in connection with its operations or performance of work under this Agreement, and including acts and omissions of the Contractor's employees, representatives, suppliers, invitees, contractors and agents. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement.
7. INSURANCE. The Contractor shall obtain and keep in force during the entire term of this Agreement, insurance policies as follows:
- A. Commercial general liability insurance, including motor vehicle liability coverage, in the amount of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for the protection of the County against all claims, liabilities, judgments, costs, damages, and expenses for bodily injury or death, personal injury and/or damage to property arising out of, directly or indirectly, the actions or omissions of the Contractor or those performing under it in connection with its operations or performance of work under this Agreement. The insurance company must be licensed to do business in Michigan and must have an A- or better rating with

A.M. Best Company. Contractor shall provide County with evidence of insurance coverage. Each insurance policy shall name the County as additional insured with loss payable to County and must provide that the policy may not be cancelled or the coverage reduced without at least thirty (30) days prior written notice to County by the insurer.

- B. Worker's disability insurance, including employer's liability coverage, in the amount that is customarily maintained by similar businesses.

Contractor's failure to pay insurance premiums when due or to obtain, maintain, or deliver policies of insurance will be deemed by the County to be a default under this Agreement and shall entitle the County to all remedies created herein or provided by law.

- 8. INDEPENDENT CONTRACTOR. The Contractor shall not, by virtue of this Agreement, be constituted or be deemed to be an agent or representative of the County for any purpose whatsoever. The Contractor shall perform all of its services hereunder as an independent contractor using its own officers and employees who shall not be or be deemed to be agents, servants, or employees of the County.
- 9. NOTICES. Any notice to the Contractor from the County or to the County from the Contractor relative to any part of this Agreement shall be in writing and considered delivered and the service thereof completed, when said notice is sent, by certified or registered mail, to the said party or delivered in person to said party or its authorized representative. Notices from the Contractor to the City shall be addressed to the Otsego County Administrator, 225 West Main Street, Gaylord, Michigan 49735. Notices from the County to Contractor shall be addressed to Randolph L. Bricker, Gaylord ARFF, Inc., P.O. Box 467, Pellston, Michigan 49769. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.
- 10. FEDERAL REQUIREMENTS.
 - A. This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal and State laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreements between the County and the United States of America and to future agreements between the foregoing relative to the operation and maintenance of the Airport, the execution of which may be required

as a condition precedent to the transfer of federal rights or property or the expenditure of federal funds for Airport purposes, or as a condition precedent to the use of the Airport, or any part thereof, by the Contractor, the County or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the Contractor, the County or other, to occupy or to use the Airport, or any part thereof, during time of war or national emergency.

- B. The County may from time to time be required by the United States Government, its agencies, or the County to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of the Airport, and Contractor agrees that it will adopt any such requirements as a part of this Agreement.
- C. If the FAA determines that any right or claim of right in or to the property herein creates an undue risk or interference with the operation of the Airport or the performance of or compliance with any covenants and conditions to which the use of the Airport is subject, said right or claim shall be extinguished or modified in a manner acceptable to the FAA.

11. DEFAULT AND TERMINATION.

- A. In the event that:
 - i. The Contractor shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement, and such failure shall continue for a period of more than fifteen (15) days after delivery to the Contractor of a written notice of such breach or default; or where such failure cannot be reasonably corrected within fifteen (15) days and the Contractor has failed to submit a corrective action plan to the County within fifteen (15) days of a written notice of such breach or default; or
 - ii. The Contractor's occupational or business license shall terminate for any reason; or
 - iii. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal

Bankruptcy laws, or under any law or statute of the United States or and State hereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statutes, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

- iv. The Contractor makes any assignment of this Agreement or any of Contractor's rights and obligations hereunder which has not been approved in writing by the County;

then in its sole discretion, the County shall have the right to terminate this Agreement for default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Contractor, or to cure the default with the County's own forces or with those of other contractors, after having given Contractor twenty-four (24) hours notice of County's intent to cure the default. The County may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Contractor. The County shall specify the reasons for default in its written notice of termination. Whenever the County elects to cure a default by the Contractor, all costs and expenses incurred by County in curing the default including reasonable attorney fees and other legal costs shall be paid by the Contractor.

- B. In the event that the County terminates this Agreement for default, the Contractor shall be compensated by County for costs incurred to the date of termination, but shall not be compensated for any profits earned or claimed after the receipt of County's notice of termination by default. In the event County terminates this Agreement in whole or in part, the County may procure, upon such terms and in such manner as it deems appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to County for any reasonable excess costs for such similar supplies or services for a period not to exceed six (6) months after the date of termination. Additionally, Contractor shall be responsible for County's reasonable administrative and legal costs incurred pursuant to a default by Contractor under this paragraph. Nothing herein shall limit County's rights to recover damages from Contractor for loss or injury to persons or property caused by Contractor's failure to perform in accordance with the requirements of this Agreement. In the event that any proceeding shall find that the termination for default was wrongful, the termination shall be treated as if it were a termination for the convenience of the

County.

- C. Notwithstanding anything else herein contained, the County may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor one hundred twenty (120) days written notice. In the event of such termination, Contractor shall be reimbursed for reasonable termination costs, including, but not limited to, the monthly price for services rendered under this Agreement for the month termination occurs, but not anticipated profit and all pre-approved mutually agreed upon costs which may include actual additional costs associated with the termination of subcontracts and supply contracts and other actual additional documented costs.
 - D. After receipt of a notice of termination, and except as otherwise directed by the County administrator, the Contractor shall:
 - i. Discontinue performance under this Agreement on the date specified in the notice of termination.
 - ii. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for the completion of services to the date of termination.
 - iii. Deliver to the County, to the extent, manner, and time as directed by the County administrator, in his sole discretion, the completed, or partially completed documents, information, and other property which would have been required to be furnished to the County had the Agreement not been terminated.
12. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Agreement, the Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.
13. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the County administrator, which will not be unreasonably withheld. Work, however, covered by this Agreement may be subcontracted to subcontractors who have been approved in advance and in writing by the County administrator, which approval shall not be unreasonably

withheld. The County administrator shall render his decision within ten (10) days. If no decision by the County administrator is given within ten (10) days, the subcontractor shall be deemed approved. However, under no circumstances shall the Contractor subcontract with a company which is debarred from participating in County contracting regardless of any other provision of this Agreement.

14. NO INDIVIDUAL LIABILITY. No officers, agents, or employees of the County shall be charged personally by the Contractor with any liability or held liable to it under any term or provision of this Agreement or because of its execution or attempted execution, or because of any breach thereof.
15. NO THIRD PARTY BENEFICIARIES. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other or third person on such Agreement. It is the express intention of the County and the Contractor that any other person other than the County or the Contractor receiving any benefits from this Agreement shall be deemed to be an incidental beneficiary only.
16. NO WAIVER OF RIGHTS. No assent, expressed or implied, to any breach of any one or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by the County or Contractor as a waiver of any subsequent breach of such terms and conditions or of any right the County or Contractor may have for damages.
17. COMPLIANCE WITH LAWS. The Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect the Agreement and the performance thereof and those engaged therein. This includes obtaining all applicable permits and licenses. If necessary, the County administrator will provide the Contractor with reasonable assistance in obtaining any required County licenses or permits. However, the Contractor shall not apply for any permits or licenses in the name of, or on behalf of, the County. If during the term of this Agreement any unforeseeable changes in such laws, ordinances, rules and regulations, or orders occur which result in actual significant increased costs to the Contractor, the Contractor may submit to the County a written request for an equitable adjustment to reimburse it for such costs. The request shall include documentation of the costs claimed by Contractor, identification of the change in law, ordinance, rule, regulation or order which caused the increased costs, and a statement of the reasons why the change was not reasonably foreseeable and the reasons why the change caused the increased costs. The County administrator may in his discretion grant or deny an equitable adjustment after review of the information submitted by the Contractor.

18. SEVERABILITY. If any, part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental authority having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect.
19. HEADINGS. The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. ENTIRE AGREEMENT. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

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

WITNESSES

COUNTY OF OTSEGO

By:

John M. Burt

Its: Otsego County Administrator

GAYLORD ARFF, INC.

By:

Randolph L. Bricker, Sr.

Its: President

- 18. SEVERABILITY. If any, part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental authority having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect.
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WITNESSES

COUNTY OF OTSEGO

By:

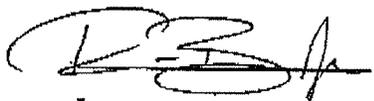
John M. Burt

Its: Otsego County Administrator

GAYLORD ARFF, INC.

By: 
Randolph L. Bricker, Sr. - 12-12-07

Its: President


12-12-07

**RESOLUTION NO. OCR 08-01
HONORING JAMES QUANDT**

OTSEGO COUNTY BOARD OF COMMISSIONERS
January 08, 2008

WHEREAS, James Quandt has voluntarily served Otsego County as a member of the County Planning Commission for more than five years; and

WHEREAS, the Otsego County Board of Commissioners appreciates the dedication and service that James has provided; and

WHEREAS, as a member of the Planning Commission he helped in the development of Otsego County's Wind Turbine ordinance as well as guiding the County through its growth during the last decade; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners is honoring James for his outstanding service to the County and expresses their pride in his accomplishments; and be it further

RESOLVED, that the Otsego County Board of Commissioners wishes to thank James for his tireless commitment to the County and his leadership and dedication to ensure that the land use regulations adopted by the County were reasonable and based on common sense, with an eye toward making sure individual property rights were always addressed and protected.

**RESOLUTION NO. OCR 08-02
HONORING LARRY HIGGINS**

Otsego County Board of Commissioners
January 8, 2008

WHEREAS, Larry Higgins has voluntarily served Otsego County as a member of the University Center Board of Directors for more than twenty-four years; and

WHEREAS, the Otsego County Board of Commissioners appreciates the dedication and service that Larry has provided; and

WHEREAS, as a member of the Board and its Chairperson for the last 15 years, he has been the keeper of the vision and driving force to bringing higher education to Otsego County; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners is honoring Larry for his outstanding service to the County and expresses their pride in his accomplishments; and be it further

RESOLVED, that the Otsego County Board of Commissioners wishes to thank Larry for helping to steer the grass roots movement that resulted in the University Center being constructed on the Alpine Center grounds and in the promotion of a college consortium for our region. With Larry's leadership over the past 24 years, Otsego County and the surrounding region are ensured quality higher educational pursuits. With deep appreciation and gratitude, it is a privilege to recognize and honor Larry as our visionary leader.