

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
DECEMBER 15, 2023, REGULAR MEETING**

- 391 RESOLUTION SUPPORTING SENATE BILL S.7645 THAT REPEALS CERTAIN PROVISIONS OF THE EXECUTIVE LAW ESTABLISHING A FEE FOR BACKGROUND CHECKS ON CERTAIN FIREARM AND AMMUNITION PURCHASES
- 392 RESOLUTION FIXING TIME AND PLACE FOR THE 2024 ORGANIZATIONAL MEETING
- 393 RESOLUTION AUTHORIZING THE ADOPTION OF AN AMENDED INTERMUNICIPAL AGREEMENT AS WELL AS APPLICATIONS FOR FUNDING TO SUPPORT THE DEVELOPMENT OF AND IMPROVEMENTS TO THE WASTEWATER INFRASTRUCTURE WITHIN THE VILLAGE OF PHOENIX AND THE TOWN OF SCHIROEPPEL
- 394 RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 8 OF THE YEAR 2023 ENTITLED, "A LOCAL LAW ESTABLISHING THE DEPARTMENT OF WORKFORCE DEVELOPMENT"
- 395 RESOLUTION ESTABLISHING THE 2023 COUNTY EQUALIZATION RATES FOR TOWNS AND CITIES WITHIN OSWEGO COUNTY
- 396 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S OFFICE TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE) TO AUTOMOTIVE SUPPLIES AND REPAIR (ROAD DIVISION)
- 397 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FOR SHERIFF'S OFFICE TO TRANSFER FROM ROAD PATROL SALARIES TO DRUG TASK FORCE
- 398 RESOLUTION ACCEPTING GRANT AWARD FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES- CRIMINAL JUSTICE DISCOVERY GRANT
- 399 RESOLUTION AUTHORIZING THE OSWEGO COUNTY EMERGENCY MANAGEMENT OFFICE TO ACCEPT FUNDING FROM THE WALMART COMMUNITY GRANT PROGRAM
- 400 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION OSWEGO COUNTY EMERGENCY MANAGEMENT OFFICE- TRANSFER FROM INSURANCE RECOVERY FUND TO DRONE OTHER EQUIPMENT

- 401 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOCIAL SERVICES LEGAL FEES FOR REMAINING
CALENDAR YEAR 2023
- 402 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOCIAL SERVICES – ADULT AND CHILDREN
SERVICES ADDITIONAL HOURS
- 403 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOCIAL SERVICES OTHER SUPPLIES AND EXPENSE
- 404 RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT – RFP
23-OFA-001 – REGISTERED DIETICIAN SERVICES
- 405 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION ADDITIONAL
COMMUNITY SERVICES FOR THE ELDERLY (CSE) AND EXPANDED IN
HOME SERVICES FOR THE ELDERLY PROGRAM (EISEP) GRANT
FUNDING – OFFICE FOR THE AGING
- 406 RESOLUTION AUTHORIZING THE TRANSFER OF ACCELERATED
TRANSIT CAPITAL (ATC) FUNDS FROM SHOP EQUIPMENT LINE TO THE
DIAGNOSTIC EQUIPMENT LINE
- 407 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FOR THE
DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND
PLANNING- SNOWMOBILE TRAIL GRANTS
- 408 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION HEALTH
DEPARTMENT- TO INCREASE FUNDS IN PRESCHOOL OTHER SUPPLIES
AND EXPENSE
- 409 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION HEALTH
DEPARTMENT – TO TRANSFER FUNDS FROM THE INSURANCE
RECOVERY FUND TO CP#134
- 410 RESOLUTION AUTHORIZING THE INCREASE OF BUDGET IN THE
HEALTH DEPARTMENT- TO INCREASE VACCINE ADMINISTRATION
FEES
- 411 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOLID WASTE- UNAPPROPRIATED FUND BALANCE
TO LANDFILL AND TRANSFER STATIONS OTHER EQUIPMENT
- 412 RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT – RFP
23-IIW-014 DESIGN SERVICES FOR CR 28 BRIDGE OVER SOUTH BRANCH
GRINDSTONE CREEK

- 413 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO INCREASE CAPITAL PROJECT NO. B0521 COUNTY ROUTE 28 BRIDGE OVER SOUTH BRANCH GRINDSTONE CREEK
- 414 RESOLUTION ACCEPTING A GRANT OFFER FROM AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION CONCERNING THE OSWEGO COUNTY AIRPORT PIN NUMBER 3904.04
- 415 RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 0423 OSWEGO COUNTY AIRPORT – AIRPORT FUEL TRUCKS
- 416 RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NO. 6 OF 2023 ENTITLED A LOCAL LAW AMENDING LOCAL LAW NUMBER 3 OF 2021 PROVIDING FOR THE SALARIES OF CERTAIN ELECTED COUNTY OFFICERS OF THE COUNTY OF OSWEGO
- 417 RESOLUTION TO INCREASE CAPITAL RESERVE 16 – BRIDGES; CAPITAL RESERVE 21-BUILDING RENOVATIONS; CAPITAL RESERVE 145 TECHNOLOGY; AND CAPITAL RESERVE 146-HIGHWAY AND AUTOMOTIVE EQUIPMENT
- 418 RESOLUTION REESTABLISHING PREQUALIFIED LISTS OF CERTAIN PROFESSIONAL SERVICE FIRMS
- 419 RESOLUTION AUTHORIZING THE MANAGEMENT COMPENSATION PLAN 2024
- 420 RESOLUTION AUTHORIZING THE CHAIR OF THE LEGISLATURE TO EXECUTE A FOURTH AMENDED STIPULATION ON CERTAIN TERMS WITH HIGHSORE CAPITAL, LLC REGARDING THE FORMER ATTIS ETHANOL FULTON, LLC TAX DELINQUENT PARCELS
- 421 RESOLUTION CONTINUING AND RENEWING THE FORM AND AMOUNT OF BLANKET SURETY COVERING ALL OFFICERS AND EMPLOYEES OF THE COUNTY OF OSWEGO (INSURANCE DEPARTMENT)
- 422 RESOLUTION ADOPTING COUNTY BUDGET FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024
- 423 RESOLUTION MAKING APPROPRIATION FOR THE CONDUCT OF COUNTY GOVERNMENT FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024

424 RESOLUTION AUTHORIZING CHAIRMAN AND CLERK TO HANDLE ALL UNFINISHED BUSINESS THROUGH DECEMBER 31, 2023

RESOLUTION NO. 391

RESOLUTION SUPPORTING SENATE BILL S.7645 THAT REPEALS CERTAIN PROVISIONS OF THE EXECUTIVE LAW ESTABLISHING A FEE FOR BACKGROUND CHECKS ON CERTAIN FIREARM AND AMMUNITION PURCHASES

By Legislator David Holst:

WHEREAS, Senate Majority leader Andrea Stewart-Cousins sponsored Bill S.51001, referred to as the "Concealed Carry Improvement Act" (CCIA) which amended the Penal Law, the General Business Law, the Executive Law, the Civil Practice Law and Rules, and the State Finance Law, in relation to licensing and other provisions relating to firearms; and

WHEREAS, said so-called "Concealed Carry Improvement Act" was signed into law by Governor Hochul on July 1, 2022; and

WHEREAS, said Act included regulations that allow the State to have oversight over background checks for firearms and ammunition purchases; and

WHEREAS, said Act amended State Executive Law to add a new Section 228, authorizing the New York State Police to run National Instant Criminal background (NICS) checks and serve as a State point of contact rather than utilizing the current NICS Background Check System; and

WHEREAS, said Act also created a new bureau within the State Police financed by new "background check fees" upon purchasers to cover the costs associated with performing state background checks; and

WHEREAS, these provisions of the so-called CCIA have resulted in onerous background check fees upon citizens equal to \$2.50 for every ammunition purchase and \$9.00 for every firearm purchase with the potential for increases without legislative approval; and

WHEREAS, the CCIA infringes on the Constitutional right to keep and bear arms guaranteed by the Second Amendment; and

WHEREAS, this law targets law-abiding gun owners and puts yet another financial burden on already overtaxed businesses (which has caused many to close) and individuals; and

WHEREAS, Senate Bill S.7645, sponsored by Senator Mark Walczyk would repeal Subdivision 5 of Section 228 of the Executive Law of S51001 relating to the background check fees for firearms and ammunition as included in the CCIA; now,

therefore be it

RESOLVED, that the Oswego County Legislature hereby endorses Senate Bill S.7645 that would repeal certain provisions of the Executive Law establishing a fee for background checks on certain firearm and ammunition purchases and amends state finance law, in relation to the source of funds for the background check fund; and, be it

FURTHER RESOLVED, that the Clerk of the Legislature shall forward copies of this Resolution to New York State Governor Kathy Hochul, Senator Mark Walczyk, Senator John Mannion, Assemblyman William Barclay, and Assemblyman Brian Manktelow.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

RESOLUTION NO. 392

**RESOLUTION FIXING THE TIME AND PLACE FOR THE 2024
ORGANIZATIONAL MEETING**

By Legislator David Holst:

With the approval and recommendation of the Government, Courts and Consumer Affairs Committee of this body, be it

RESOLVED that the Oswego County Legislature shall organize the body and select a Chairman on Thursday, January 4, 2024 at 2:00 p.m. at the Chambers of the Oswego County Legislature in the County Office Building, 46 East Bridge Street, Oswego, New York 13126.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 20 NO: 2 ABSENT: 2 ABSTAIN: 0 VACANT: 1

RESOLUTION NO. 393

RESOLUTION AUTHORIZING THE ADOPTION OF AN AMENDED INTERMUNICIPAL AGREEMENT AS WELL AS APPLICATIONS FOR FUNDING TO SUPPORT THE DEVELOPMENT OF AND IMPROVEMENTS TO THE WASTEWATER INFRASTRUCTURE WITHIN THE VILLAGE OF PHOENIX AND THE TOWN OF SCHROEPPEL

By Legislator David Holst:

WHEREAS, the County of Oswego has identified the lack of sufficient municipal wastewater conveyance and treatment as an impediment to the future growth of its communities; and

WHEREAS, the County, the Village of Phoenix, the Town of Schroepfel and the County of Oswego Industrial Development Agency (hereinafter the Partners) also find it desirous to enhance wastewater services to those properties known as the Oswego County Industrial Park as well as the other homes and businesses in the greater Phoenix/Schroepfel area; and

WHEREAS, if funded, these improvements will significantly increase the treatment capacity at the Phoenix Wastewater Treatment Plant as well as the capacity to convey sanitary and industrial wastewaters from the Oswego County Industrial Park; and

WHEREAS, improvements at the Phoenix Wastewater Treatment Plant will also resolve wet weather concerns as identified in the Village's Order on Consent opening-up new opportunities for business growth within and around the Village and the Town; and

WHEREAS, the Partners propose to work together to pursue these improvements including their joint efforts to apply for grants and other sources of funding; and

WHEREAS, the Partners identified above, heretofore entered into a previous Intermunicipal Agreement regarding the Phoenix/Schroepfel Wastewater Treatment and Conveyance Project dated May 18, 2021; and

WHEREAS, there have been significant changes in the cost of the project and the funding available for the completion of the project over the last two years such that it is has become necessary and appropriate to make certain amendments to that agreement; and therefore, it is hereby,

RESOLVED, that the County of Oswego is hereby authorized to assist the Village of Phoenix, NY and the Town of Schroepfel, NY with applications for funding this project from any sources that become available during the course of this project; and be it further

RESOLVED, that the Chairman of the Oswego County Legislature is hereby authorized to execute an amended Intermunicipal Agreement as well as any and all documents that may be necessary for the application, acceptance and disbursement of additional funds for this project from sources that become available during the course of this project.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1



David R. Turner
Director

**OSWEGO COUNTY
OFFICE OF STRATEGIC INITIATIVES**

COUNTY BUILDING
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INFORMATIONAL MEMORANDUM

SUBJECT: Chairman's Authorization

PURPOSE: Authorize the Chairman to sign an amended version of the Intermunicipal Agreement between, Oswego County, the Village of Phoenix, the Town of Schroepfel and the County of Oswego IDA.

SUMMARY: The existing agreement was created to facilitate a joint project to repair and expand the Phoenix Wastewater Treatment Plant (WWTP) and the Town of Schroepfel's wastewater conveyance line that serves the industrial park adjacent to Rts. 481 and 264. The original version was approved and dated May 18, 2021. The proposed amendments combine the two activities into one project and allow the County to be the lead entity for purposes of procurement of services and grant/project management. It also includes a new section (#6) that provides options for alternative funding strategies.

FISCAL IMPACT: Reconfirms our original commitment of one million dollars (\$1,000,000)

RECOMMENDED ACTION: The Government, Courts and Consumer Affairs Committee recommends that the Oswego County Legislature authorize this action.

**INTERMUNICIPAL AGREEMENT BY AND BETWEEN
THE TOWN OF SCHROEPPEL, THE COUNTY OF OSWEGO,
THE VILLAGE OF PHOENIX AND THE COUNTY OF OSWEGO INDUSTRIAL
DEVELOPMENT AGENCY**

(Phoenix/Schroepfel Wastewater Treatment and Conveyance Project)

THIS AGREEMENT entered into this ___ day of December, 2023 by and between the **TOWN OF SCHROEPPEL**, a municipal corporation by and of the State of New York with its principal offices for business located at 69 County Route 57A, Phoenix, New York 13135 (hereinafter "Town"); the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, with its principal offices for business located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126 (hereinafter "County"); and, the **VILLAGE OF PHOENIX**, a municipal corporation by and of the State of New York with principal offices for business located at 455 Main Street, Phoenix, New York 13135 (hereinafter Village); and, the **COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter "IDA"), a body corporate and politic and a public benefit corporation of the State of New York, duly organized and validly existing under the laws of the State of New York with an office at 44 W. Bridge Street, Oswego, NY 13126, the foregoing entities being collectively referred to herein as the "parties,"

WITNESSETH:

WHEREAS, the Town of Schroepfel has, heretofore, formed a sewer district known as Sewer District 1 (hereinafter "District") which presently serves the Oswego County Industrial Park, which is owned by Operation Oswego County, Inc., but is tax-exempt by virtue of a PILOT Agreement with the IDA as its sole customer; and

WHEREAS, the Town has, heretofore, adopted Local Law 1 of 2011 entitled, a "*Local Law for the Management, Control and Operation of Water and Sewer Districts in the Town of Schroepfel*" concerning same; and

WHEREAS, the Town and District have statutory authority to undertake sewer conveyance improvements under Town Law Articles 12-A, 12-C and, also, under Town Law §209-a; and

WHEREAS, the Village has heretofore established a complete sewerage system for the Village under Village Law Article 14 and, further, may enlarge its Publicly Owned Treatment Works (hereinafter POTW) pursuant to Village Law §14-1408; and

WHEREAS, the Village is wholly within the Town and County and it has heretofore adopted Chapter 149 of the Village Code, entitled "*Sewer Use*" which, *inter alia*, provides for the efficient, economic, environmentally safe, and legal operation of the Village's POTW which has limited capacity at present to handle and process wastewater including wastewater needs from the present Industrial Park; and

WHEREAS, the County of Oswego has statutory authority to further economic and municipal cooperative development within its borders under the County Law and the General Municipal Law and, further, it may also opt to create county sewer districts under County Law Article 5-a; and

WHEREAS, the IDA has broad statutory authority regarding economic development and, in particular, regarding industrial pollution control facilities including, but not limited to, water collecting systems, wastewater treatment works, sewage treatment works system, sewage treatment system or solid waste disposal facility or site under General Municipal Law §854(8) *et seq.*; and

WHEREAS, the Town and Village have independent authority under General Municipal Law §119 *et seq.*, concerning entering into agreements for the construction and development of excess sewage capacity and facilities; and

WHEREAS, the Town, Village and County have authority to enter into an agreement under Article 5-G of the General Municipal Law §119-0(1), to include matters as are reasonably necessary and proper to effectuate and progress the joint service or a joint water, sewage or drainage project and the IDA has statutory authority to assist the Town, County and Village in furtherance of same; and

WHEREAS, the Town presently owns and operates the District, and the parties are desirous of expanding and modernizing the wastewater treatment and conveyance systems in the Town and Village to protect ground and drinking water quality to provide increasing economic development opportunities to support the creation and retention of local jobs and grow the local economy; and

WHEREAS, the County has previously identified the need to improve and enhance wastewater treatment and conveyance systems throughout the County as part of its Strategic Economic Advancement Plan; and

WHEREAS, both the County and IDA want to expand and promote economic development at the IDA-owned Industrial Park serviced by the District and the POTW owned and operated by the Village; and,

WHEREAS, the IDA has recently acquired approximately 200 acres to expand the Industrial Park which will further strain existing conveyance and wastewater treatment assets including the POTW; and

WHEREAS, the lack of sufficient municipal sewer capacity further hinders development in and around the Village and within the Town of Schroepfel which is an otherwise highly- competitive area for future development; and

WHEREAS, the IDA has commissioned preliminary studies to determine the problems and identify the needed improvements in both the Town's and the Village's current respective assets and the County is identifying eligible state and federal funding sources; and

WHEREAS, the Parties have discussed this matter and have reached an agreement regarding the payment and reimbursement of the costs incurred in these matters that is fair and equitable; and

WHEREAS, said arrangement promotes intermunicipal cooperation and shared services and is in the best interests of the respective governments and the IDA; and

WHEREAS, the Phoenix/Schroepfel Wastewater Treatment and Conveyance (hereinafter the "project"), when completed, will promote the public health and welfare as well as enhance economic development opportunities at the Oswego County Industrial Park and in the greater Phoenix/Schroepfel area; and

WHEREAS, an intermunicipal agreement to facilitate the Phoenix/Schroepfel Wastewater Treatment and Conveyance project is both necessary and desirable, and

WHEREAS, the parties identified above, heretofore entered into a previous Intermunicipal Agreement regarding the Phoenix/Schroepfel Wastewater Treatment and Conveyance Project dated May 18, 2021, and

WHEREAS, there have been significant changes in the cost of the project and the funding available for the completion of the project over the last two years such that it is has become necessary and appropriate to make certain amendments to that agreement,

NOW, THEREFORE, it is mutually agreed as follows:

§ 1. RESPONSIBILITIES OF THE COUNTY OF OSWEGO:

The following is expressly subject to the approval of the Oswego County Legislature:

- (1.1) The County agrees to contribute an amount for the project, one-million dollars (\$1,000,000) for expenses related to design, construction, engineering, and other project expenses expressly contingent upon receipt of state and federal grant funding for same. The actual amount of the County's contribution shall be determined upon the availability of state and federal grant funds and the final cost of the improvements.
- (1.2) Contingent upon the receipt of sufficient funding and permissions from the Town and Village, the County will work with and for the Village and the Town in their joint efforts to prepare and let bids and proposals for the construction and engineering of the project.
- (1.3) Contingent on the respective approvals identified in item 2 above, the County will join the Town projects and the Village projects into one proposal. The newly formed project will be bid, let, and managed by the County in cooperation with the other three funding partners party to this agreement.
- (1.4) During the term of the project, the County shall invoice the other funding partners at appropriate intervals up to the amounts identified in this agreement and any other amounts that may or have been established through grants awarded to the other partners specifically for this project.
- (1.5) The County will perform work for the benefit of the project, but, at no time, shall the County own or operate the sewer treatment and conveyance system as said ownership will remain with the Town or Village respectively unless separately agreed to by the Town, Village and County in writing.

§ 2. RESPONSIBILITIES OF THE TOWN OF SCHROEPPEL:

The following is expressly subject to the approval of the Town Board of the Town of Schroepfel:

- (2.1) To the extent allowed by law, the Town and District agree to allow the County and IDA to connect any of their own structures within the Industrial Park to the sewer district conveyance lines once the project is completed at a rate and term to be determined that considers the debt service obligations associated with the project.
- (2.2) The Town and District agree to work with the County and the IDA to obtain and maintain all necessary permits and approvals for the District as may be necessary for the Town to own and operate the District and to operate same in full compliance with all applicable state and federal laws and regulations.
- (2.3) The Town and District accept and agree to own the lines, pumps, lift stations and mechanicals of the sewer district from the date of completion of construction and will establish an equitable agreement with the Village for any repairs or maintenance necessary (e.g. clogs, broken lift stations, etc.) if not otherwise covered by warranty or regularly performed by the Town.
- (2.4) To the extent allowed by law, and, as a partial inducement for IDA assistance hereunder to fund improvements, the Town and District agree to negotiate a mutually acceptable special improvement district charge for the IDA and take into consideration the use and occupancy of any new IDA owned buildings at the Industrial Park in determining such special improvement district charges for a period of five (5) years.
- (2.5) To the extent allowed by law, and, as a partial inducement for County assistance hereunder in the funding of the improvements, the Town and District agree to negotiate a mutually acceptable special improvement district charge for the County and take into consideration the use and occupancy of any new County owned buildings at the Industrial Park in determining such special improvement district charges for a period of five (5) years.
- (2.6) Expressly contingent upon the receipt of grant and other funding sufficient for the completion of the project, the Town agrees to contribute an amount not to exceed \$400,000 for expenses related to the completion of the newly formed joint project.
- (2.7) The Town shall work with the County, the Village and the IDA to plan, host and conduct all hearings and filings as may be necessary and appropriate for this project.
- (2.8) The Town, as the owner of the District and the conveyance system within it proposed to be improved under this project, agrees to allow the County to be the contracting entity for all work at, in and around their system in consultation with the Town and the joint advisory committee established for the guidance and oversight of this project.

§ 3. RESPONSIBILITIES OF THE VILLAGE OF PHOENIX:

The following is expressly contingent upon approval of the Village Board of Trustees:

- (3.1) The Village of Phoenix agrees to accept all sewage within the allowable limits of its DEC/EPA permits and its available capacity at the time of final delivery and will work with the Town and District to develop a rate schedule that is consistent with the pricing formulas the Village uses for similar customer classes.
- (3.2) Prior to the completion of this project, the Village agrees to obtain and maintain all other and further permits and approvals as may be necessary for the Village to receive and treat at its POTW additional sewage from the District and Industrial Park at its own cost and expense if project funds are not sufficient to cover those costs.
- (3.3) Once constructed, the Village shall cooperate with the Town and District regarding district maintenance and related issues necessary for the proper operation of the district, at the Town's request.
- (3.4) The Village, as the owner of the POTW to be improved under this project, agrees to allow the County to be the contracting entity for all work at, in and around their POTW facility in consultation with the Village and the joint advisory committee established for the guidance and oversight of this project.
- (3.5) The Village shall work with the County, the Town and the IDA to plan, host, and conduct all hearings and filings as may be necessary and appropriate for this project.
- (3.6) Expressly contingent upon the receipt of grant funding, the Village agrees to contribute \$1,383,683 for expenses related to the completion of the project. The actual amount will be determined based on the availability of other state and federal grant funds and the final cost of the improvements. Should existing funding be insufficient for the completion of the project, the Village also agrees to work with the County, the IDA and the Town to find and secure any additional funds as may be required for the project.

§ 4. RESPONSIBILITIES OF THE IDA

The following is expressly contingent upon the approval of the IDA Board:

- (4.1) Contingent upon the receipt of grant funding, the IDA agrees to contribute an amount not to exceed \$1,000,000 for expenses related to the completion of the project. The actual amount will be determined based on the availability of other state and federal grant funds and the final cost of the improvements. Should grants be awarded, payments will be quarterly installments (which may be of varying amounts) commencing thirty (30) days after the award of an engineering/design contract for the project.

§ 5. ADVISORY COMMITTEE

The parties agree to form an advisory committee comprised of at least one (1) representative of each party to this Agreement. The committee will convene as needed to review funding opportunities, project details, acceptance and disbursement of funds, and report back to the respective governing body of each party on the status of the project. The advisory committee shall not have any independent decision-making authority and shall only serve as an advisory group to assist in the facilitation of the project in accordance with this Agreement.

§ 6. FUTURE GROWTH

Recognizing that this project may have a funding shortfall and that the Town, and the Village have other pressing infrastructure projects that should be addressed in order to facilitate additional residential and commercial growth, the County may offer funds beyond those identified in §1.1 above to assist in closing a limited funding gap if one should exist. Should the County choose to bring additional funding to this project, the County reserves the right to negotiate a repayment agreement for any additional funds they bring to the project. In addition, with or without an agreement for any reimbursement of the financial assistance and support provided by the County and the IDA, in an effort to maintain this mutually beneficial working relationship, the Town and the Village agree to keep the County and the IDA informed as to any discussions related to future growth opportunities that could be mutually beneficial to the parties and the respective communities they represent.

§ 7. ENTIRE AGREEMENT

This constitutes the entire and integrated agreement among the parties and is an amended version of the original IMA dated 05/18/2021. This agreement may not be changed unless changed by written instrument signed by all parties. By the signatures below, each party represents that the requisite approval has been obtained for the execution of this agreement, the authorizing resolutions having been attached hereto and made a part hereof as **EXHIBIT A**.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, we, the undersigned having been duly authorized by our governing body, have separately set our hands and seals effective on the date and year first above written.

TOWN OF SCHROEPPPEL

By: _____ L.S.
Cary Redhead, Supervisor

COUNTY OF OSWEGO

By: _____ L.S.
James Weatherup, Chairman of the Legislature

VILLAGE OF PHOENIX

By: _____ L.S.
Brian Borchik, Mayor

COUNTY OF OSWEGO IDA

By: _____ L. S.
Austin Wheelock, Chief Executive Officer

RESOLUTION NO. 394

**RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 8 OF
THE YEAR 2023 ENTITLED "A LOCAL LAW ESTABLISHING THE
DEPARTMENT OF WORKFORCE DEVELOPMENT"**

By Legislator Holst:

WHEREAS, a public hearing was held on December 14, 2023, at 2:00 p.m. and all interested parties having had an opportunity to be heard; and

NOW, upon recommendation of the General Government Committee of this body,
be it

RESOLVED, that Local Law Number 8 of the year 2023, entitled ""A LOCAL LAW ESTABLISHING THE DEPARTMENT OF WORKFORCE DEVELOPMENT"" be and is hereby, adopted and enacted in its entirety; and be it further

RESOLVED, that this Local Law shall take effect immediately.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

**COUNTY OF OSWEGO
LOCAL LAW No.: 8 OF 2023
A LOCAL LAW ESTABLISHING THE
DEPARTMENT OF WORKFORCE DEVELOPMENT**

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF OSWEGO AS FOLLOWS:

Section 1. Legislative Intent.

The County Legislature of the County of Oswego, in its continuing efforts to bring about the most efficient manner of providing services to residents of this County, hereby finds and determines that the increasingly difficult and complex task of coordinating and implementing a variety of workforce development programs across several county departments is best administered by a separate department of County government. This new department can liaise and work with the Workforce Development Board of Oswego County, a separate entity required by federal and state law, other county departments and local residents and employers alike. The Legislature is aware that, while the planned investment in the Micron facility to be built in Onondaga County is a potential benefit to the region, it brings with it significant challenges for existing industries, businesses and employers to recruit and retain their present workforce and maintain jobs within Oswego County as well as a new need to prepare county residents with the requisite skills and training to also fill available jobs at and/or related to Micron. Oswego County has unique industries, resources, employers and economic development needs in relation to other counties within the Central New York region. The County Legislature finds and determines that the creation of a Department of Workforce Development is in the best interests of the County of Oswego and, accordingly, necessary and proper.

Section 2. Department of Workforce Development Established.

Pursuant to the powers enjoyed by the County Legislature under NEW YORK STATE MUNICIPAL HOME RULE LAW§10 concerning the creation of departments of its government and the prescription or modification of their powers and duties, and, to promote the welfare of county residents and businesses alike, the Oswego County Department of Workforce Development is hereby created and established. Said Department shall be under the day-to-day supervision and oversight of the Director of Workforce Development whom shall be appointed by the County Legislature for a term of two (2) years to coincide with the term of the County Legislature. The Director of Workforce Development shall be responsible for the management and operation of the Department of Workforce Development (hereinafter "Department") and shall possess all the qualifications, powers and duties necessary and proper to carry out the functions of the Department as set forth herein and such other responsibilities as may, from time to

time, be required by resolution of the Workforce Development Board of Oswego County and/or the County Legislature or as otherwise provided for by law.

Section 3. Director of the Department of Workforce Development; Duties.

The Director of Workforce Development, within the budgetary appropriation for the Department, shall:

- (a) Be the chief administrative official of the administrative unit comprising the Department and shall be responsible for all programs, activities and projects undertaken within or by the Department.
- (b) Have charge of and control of, under the general oversight of the County Administrator and County Legislature, employees within the Department. The Director of Workforce Development shall have the power to appoint, hire, suspend, lay-off, discipline and/or remove any employee of the Department subject to the provisions of any applicable collective bargaining agreement, NEW YORK STATE CIVIL SERVICE LAW and the Oswego County Rules for the Classified Civil Service. The Director shall establish and oversee Departmental policies, as may be necessary or required, to promote the interests and efficient operation of the Department. The Director shall have and enjoy the power to assign and re-assign powers and duties to Departmental employees, as may be necessary and convenient, for Departmental needs and operations subject to the provisions of any applicable collective bargaining agreement, NEW YORK STATE CIVIL SERVICE LAW and the Oswego County Rules for the Classified Civil Service. The Director of Workforce Development shall manage the Department in accordance with this enactment, sound management principles, Oswego County administrative policies and procedures, NEW YORK STATE CIVIL SERVICE LAW and all other applicable state and federal laws, rules and regulations which may be applicable to the Department and its operations.
- (c) Prepare statistical and other reports as required by the county, and/or state or federal government, and present same as may be necessary.
- (d) Assign professional, technical and/or clerical personnel to assist with Department duties and oversee all Department contracts and accounts.
- (e) Exercise sound judgment and keep sensitive information provided by local businesses and employers regarding their individual employment needs, changes in markets and other business information in confidence when and where required.
- (f) Develop policies and procedures to enhance county workforce development and economic development goals within the County of Oswego to benefit local industries, employers and residents alike and work with other economic development agencies and the Workforce Development Board of

Oswego County in furtherance of same.

(g) Apply for, manage and/or administer grant applications for the Department independently and/or in conjunction with other county departments and/or the Workforce Development Board of Oswego County, local businesses and/or other entities.

(h) Assist the Social Services District comprising the County of Oswego with the implementation of its biennial plan for the provision of education, work, employment and training and supportive services related to the operation of work activity programs pursuant to NEW YORK STATE SOCIAL SERVICES LAW §333, the local biennial plan required to be filed thereunder and/or as otherwise provided for in Title 9-B of the NEW YORK STATE SOCIAL SERVICES LAW.

- (i) Separately serve as Executive Director of the Workforce Development Board of Oswego County and provide assistance and county resources as may be requested or required by the Workforce Development Board of Oswego County including, but not limited to, assisting the board in developing strategic plans to match employers with qualified candidates and in delivering skill-based programs to job-seekers through One-Stop Career Centers. Nothing herein prevents or precludes the Department from contracting with, or assisting, the Workforce Development Board of Oswego County in carrying-out its duties.
- (j) Perform such other duties, and make such reports, as may be required by the County Legislature including an annual report to the County Legislature of the Department's activities. The Department shall constitute an administrative unit of the county and the Director is required to develop and manage its annual budget and to submit to the county's budget officer an estimate of revenues and expenditures of such administrative unit for the ensuing fiscal year in accordance with NEW YORK STATE COUNTY LAW §353.
- (k) Report to the Economic Development & Planning Committee of the County Legislature, or any successor legislative committee by any other name, as well as the County Administrator regarding day-to-day activities and operations. The Department shall also, separately, keep the Workforce Development Board of Oswego County apprised of its general activities on at least a quarterly basis.
- (l) Possess such other and further powers and duties as required by law and/or as authorized by the County Legislature.

Section 4. Director of the Department of Workforce Development; Classification and Salary

Pursuant to NEW YORK STATE MUNICIPAL HOME RULE LAW §10(a)(1), the title of Director of the Department of Workforce Development shall be placed in the exempt class of the Civil Service due to the unique duties pertaining to Oswego County employers and businesses, the title's handling of confidential information from private industry and employers within the county and from other county agencies. The County Legislature finds and determines that an individual holding the title of Director must possess requisite skills and experience to best serve the needs of the County of Oswego, its employers and residents, and to promote the county's economic development needs, which are distinct from surrounding counties in many respects. The Director of the Department of Workforce Development shall have a salary fixed by the County Legislature in the annual budget or by resolution at time of appointment. The Director of the Department of Workforce Development shall enjoy the benefits of the Management Compensation Plan.

Section 5. Workforce Development Board of Oswego County; Separate and Distinct.

Although the Department will work closely with, and provide assistance to, the Workforce Development Board of Oswego County, nothing herein shall impair the independence or operation of, or shall conflict with the powers possessed by, the Workforce Development Board of Oswego County presently enjoyed under 20 CFR Part 678 and 20 CFR Part 679, concerning Workforce Innovation and Opportunity Act Local Governance, Title 1 funded roles, the local plan and/or as otherwise provided for by law, rule or regulation. The Workforce Development Board of Oswego County's operations and accounts shall continue to be separate and distinct from the Department as provided for by law. The Department may, however, act as the repository for the Workforce Development Board of Oswego County's papers and minutes as requested or required. The Department may also enter into agreements with the Workforce Development Board of Oswego County to undertake such services or duties as may promote board goals or operations.

Section 6. SEQRA Determination.

The County Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this local law constitutes a Type II action pursuant to §§ 617.5(c)(26) and (33) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of §8-0109(2) of the NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with routine and continuing agency administration and management. The Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance as, may be necessary, in accordance with this local law.

Section 7. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this local law, as written or in its application, shall be inconsistent with any federal or state statute, law, regulation

or rule then the federal or state statute, law, regulation, or rule shall prevail. If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be adjudged by a Court of competent jurisdiction to be invalid or unconstitutional, such order, judgment or legislation shall not affect, impair, or invalidate the remainder of the local law which shall remain in full force and effect except as limited such order or judgment.

Section 8. **Effective Date.**

This Local Law shall take effect upon its adoption and being duly filed with the New York Secretary of State and Oswego County Clerk as provided by the NEW YORK STATE MUNICIPAL HOME RULE LAW.

RESOLUTION NO. 395

**RESOLUTION ESTABLISHING THE 2023 COUNTY EQUALIZATION RATES
FOR TOWNS AND CITIES WITHIN OSWEGO COUNTY**

By Legislator David Holst:

WHEREAS, earlier this year the State of New York Department of Taxation and Finance, Office of Real Property Tax Services established the county equalization rates for the municipalities in the County listed below.

NOW, on recommendation of the Government, Courts & Consumer Affairs Committee and approval of the Finance & Personnel Committees of this body, be it

RESOLVED, that the several tax districts of the County of Oswego are hereby ascertained to be assessing the real property and improvements thereon in such several tax districts, upon the following equalization rates:

County of Oswego	74.37%
City of Fulton	92.00%
City of Oswego	83.00%
Town of Albion	86.00%
Town of Amboy	73.00%
Town of Boylston	64.00%
Town of Constantia	65.00%
Town of Granby	71.00%
Town of Hannibal	67.00%
Town of Hastings	86.00%
Town of Mexico	70.00%
Town of Minetto	78.00%
Town of New Haven	77.00%
Town of Orwell	73.00%
Town of Oswego	69.00%
Town of Palermo	88.00%
Town of Parish	74.00%
Town of Redfield	72.00%
Town of Richland	62.00%
Town of Sandy Creek	65.00%
Town of Schroepfel	55.00%
Town of Scriba	68.00%
Town of Volney	70.00%
Town of West Monroe	100.00%
Town of Williamstown	72.00%

OSWEGO COUNTY LEGISLATURE

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

RESOLUTION NO. 396

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE)
TO AUTOMOTIVE SUPPLIES AND REPAIR (ROAD DIVISION)**

By Legislator Marc Greco:

WHEREAS, a budget modification is necessary to transfer funds from the insurance recovery fund (A1325.426800) in the amount of \$821.94 into automotive supplies and repair (A3110.544100) to repair one 2018 ford interceptor utility vehicle; and

NOW, upon recommendation of the Public Safety Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 396 of 2023

A1325 426800
A3110 544100

(\$831.94)
\$821.94



OSWEGO COUNTY SHERIFF'S OFFICE

ADMINISTRATION
(315) 349-3307
FAX (315) 349-3483

ROAD PATROL
(315) 349-3411
FAX (315) 349-3303

CRIMINAL INVESTIGATION
(315) 349-3318
FAX (315) 349-3317

DONALD R. HILTON
SHERIFF



JOHN F. TOOMEY
UNDERSHERIFF



CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3373
1-800-582-7583

JAIL DIVISION
(315) 349-3300
FAX (315) 349-3349

39 Churchill Road, Oswego, New York 13126-6613

FROM: *Donald R. Hilton, Sheriff*

DATE: November 17, 2023

INFORMATIONAL MEMORANDUM

SUBJECT: *Vehicle Repair from the Insurance Recovery*

BACKGROUND: *A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$821.94 into Automotive Supplies and Repair (A3110.544100) to repair one 2018 Ford Police Interceptor Utility vehicle that collided with a deer. Attached is a copy of the claim check sent from New York Municipal Insurance Reciprocal.*

RECOMMENDATION: *The Sheriff's Office respectfully requests your review and approval of this request.*

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 3/09/23

CHECK NO. 0000128870

Description	Check Amount
Claim No: OSWEG-2022-053-001, Commercial Automobile Comprehensive/Glass, Invoice No: Claimant: Oswego County DOL: 12/28/2022, Supplement for Ford Explorer Vin: 7562	\$821.94
CHECK TOTAL	\$821.94

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

CHECK NO. 0000128870

119 WASHINGTON AVENUE
ALBANY, NY 12210

KEY BANK OF NEW YORK
99 WASHINGTON AVENUE, ALBANY, NY 12210
TWIN TOWERS OFFICE

29-7
213

DATE
3/09/23

PAY: Eight hundred twenty one and 94/100 Dollars

TO THE ORDER OF
OSWEGO COUNTY

CHECK AMOUNT
\$*****821.94

MAIL TO
OSWEGO COUNTY
46 EAST BRIDGE STREET
OSWEGO, NY 13126

[Handwritten Signature]


[Handwritten Signature]


SIGNATURE HAS A COLORED BACKGROUND


⑈0000128870⑈ ⑆021300077⑆ 325680004174⑈


**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT		
A1325	426800					(821.94)
			A3110	544100	Insurance Recovery	821.94
					Automotive Supplies and Repair	


 DEPARTMENT HEAD 12/7/23
 DATE


 DIRECTOR OF HUMAN RESOURCES 12/13/23
 DATE


 COUNTY ADMINISTRATOR 12323
 DATE


 CHAIRPERSON 12/13/23
 DATE

COUNTY TREASURER _____ DATE _____

RESOLUTION NO. 397

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FOR SHERIFF'S OFFICE TO TRANSFER FROM ROAD PATROL SALARIES TO DRUG TASK FORCE

By Legislator Marc Greco:

WHEREAS, ongoing activities and additional requests for surveillance or investigations of crime activities for the Oswego County Drug Task Force have created unanticipated salary expenses; and

WHEREAS, the Oswego County Drug Task Force works with other local law enforcement departments in surveillance or similar circumstances; and

WHEREAS, in order to meet the safety needs of our community and protect the residents of the county, including illicit drug crime and activities, providing additional funds for salary will allow the Sheriff's Office to meet current staffing requirements; and

NOW, upon recommendation of the Public Safety Committee and Finance and Personnel Committee, of this body and with the recommendation of the Oswego County Sheriff; be it

RESOLVED, that the County Treasurer is hereby authorized to transfer funds in the amount of \$50,007.12 from Salaries and Wages A3110-511000 to A3161-511000 and to transfer \$3,138.51 from A3110-590308 Social Security to A3161-590308 Drug Task Force Social Security (to cover FICA expenses) as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 397 of 2023

A3110 511000	(\$50,007.12)
A3161 511000	\$50,007.12
A3110 590308	(\$3,138.51)
A3161 590308	\$3,138.51



OSWEGO COUNTY SHERIFF'S OFFICE

ADMINISTRATION
 (315) 349-3307
 FAX (315) 349-3483
 ROAD PATROL
 (315) 349-3411
 FAX (315) 349-3309
 CRIMINAL INVESTIGATION
 (315) 349-3318
 FAX (315) 349-3317

DONALD R. HILTON
 SHERIFF



JOHN F. TOOMEY
 UNDERSHERIFF



CIVIL DIVISION
 (315) 349-3302
 FAX (315) 349-3373
 1-800-889-7583
 JAIL DIVISION
 (315) 349-3300
 FAX (315) 349-3349

39 Churchill Road, Oswego, New York 13126-6513

INFORMATIONAL MEMORANDUM

DATE: November 17, 2023

SUBJECT: Request to Increase Drug Task Force Salary Budget Modification

PURPOSE: The Oswego County Sheriff's Office request permission to transfer \$50,007.12 from A3110-511000 Salaries and Wages Reg into expenditure A3161-511000 Drug Task Force Salaries and Wages Reg. Furthermore, OCSO requests permission to transfer \$3,138.51 from A3110-590308 Social Security to A3161-590308 Drug Task Force Social Security to cover FICA expenses.

SUMMARY: Review and consideration is requested for the above budget modifications to transfer \$50,007.12 from A3110-511000 Salaries and Wages Reg into expenditure A3161-511000 Drug Task Force Salaries and Wages Reg and to transfer \$3,138.51 from A3110-590308 Social Security to A3161-590308 Drug Task Force Social Security to cover FICA expenses. This transfer is needed to cover unanticipated salary expenses due to increased activities in illegal drug crime activities necessitating additional staff. Seven positions have been filled but these positions are currently in the Oswego County Regional Police Academy and unable to fill Road Patrol duties until completion of the Academy and Field Training.

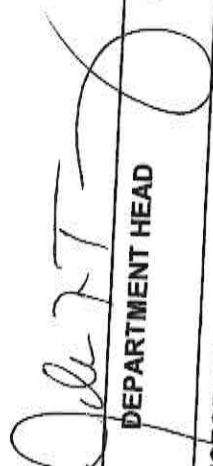
ATTACHMENTS:



1. Budget Modification
2. Resolution authorizing Budgetary Modification: Sheriff's Office Modification To Transfer Funds from Road Salaries to Drug Task Force Salaries

RECOMMENDED ACTION: The Sheriff's Office recommends the approval of this budget modification to transfer funds to Drug Task Force Salaries.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT		
A3110	511000		A3161	511000	Salaries and Wages Reg (Road Patrol)	(50,007.12)
A3110	590308		A3161	590308	Salaries and Wages Reg (DTF)	50,007.12
					Social Security (Road Patrol)	(3,138.51)
					Social Security (DTF)	3,138.51


 DEPARTMENT HEAD 12/7/23 DATE


 COUNTY ADMINISTRATOR 12/3/23 DATE

 CHAIRPERSON 12/3/23 DATE

*If Personnel Services are impacted

COUNTY TREASURER _____ DATE

RESOLUTION NO. 398

**RESOLUTION ACCEPTING GRANT AWARD FROM THE NEW YORK STATE
DEPARTMENT OF CRIMINAL JUSTICE SERVICES CRIMINAL JUSTICE
DISCOVERY REFORM GRANT**

By Legislator Marc Greco:

WHEREAS, the State of New York has implemented bail and discovery reforms in criminal proceedings as of January 1, 2020; and

WHEREAS, this has resulted in counties incurring additional expenses related to the implementation of discovery and bail reforms and in the complying with same; and

WHEREAS, the New York State Department of Criminal Justice Services has notified the Chair of the Legislature, the Office of the District Attorney and the Department of Probation that the County of Oswego is eligible to receive up to \$586,953 in grant funds upon the submission and approval of a Discovery Reform Funding plan by DCJS for SFY 2023-24 for county costs incurred April 1, 2023, through March 31, 2024. (This constitutes and additional \$374, 282 over what was anticipated at the time of the 2023 budget); and

WHEREAS, a resolution is both necessary and desirable; and

NOW, THEREFORE, upon recommendation of the Public Safety Committee of this body, it is hereby,

RESOLVED, that the Chairman of the Legislature be and hereby is authorized to submit a Discovery Reform Funding Plan on behalf of the County of Oswego under this grant program, which includes letters of support from the District Attorney and Director of Probation; and be it further

RESOLVED, that, should the county's plan be approved in whole or in part by DCJS, the County of Oswego hereby accepts any grant funding for which it may be eligible up to the maximum allowable amount of \$586,953 (This constitutes and additional \$374, 282 over what was anticipated at the time of the 2023 budget).

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

Authorized Budget Modification

Res. 398 of 2023

A1165 433890

(\$374,282.00)

DATE: November 17, 2023
TO: Public Safety Committee
FROM: Mark Moody, Acting District Attorney

INFORMATIONAL MEMO

SUBJECT: DCJS DISCOVERY REFORM GRANT

PURPOSE: To Accept a Grant from DCJS

SUMMARY: The NYS Division of Criminal Justice Services (DCJS) recently notified Oswego County that we have been awarded \$586,953 under the state's aid to prosecution program for SFY 2023-24. This constitutes an additional \$374,282 over what was anticipated at the time of the 2023 budget.

The grant covers the period between April 1, 2023 and March 31, 2024.

Per the Grant Award Notice, copy attached, Oswego County will not receive a grant contract for this funding. Instead, money will be automatically disbursed to the county in one payment.

Per the Grant Award Notice, the funding assistance is being provided to help offset the cost of prosecutorial services and is being disbursed for use by the District Attorney's Office.

RECOMMENDED

ACTION: It is respectfully recommended that the Public Safety Committee accept the grant and authorize the County Treasurer to receive the grant funds and disburse the same for use by the District Attorney's Office.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

DEAN DEFRUSCIO
Deputy Commissioner

Grant Award Notice

The Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding under the State's Discovery Reform Grant Program for State Fiscal Year (SFY) 2023-24.

Table with 2 columns: Field Name and Value. Fields include Grantee: Oswego County, Date: September 28, 2023, Program Name: Criminal Justice Discovery Reform Grant, Award Amount: \$586,953, Name of Official: The Honorable James Weatherup, SFY 2023-24 (April 1, 2023 to March 31, 2024), Email: James.Weatherup@oswegocounty.com, Contract #: C460152

Criminal Justice Discovery Reform Grant - Additional Information:

DCJS is pleased to provide funding to your county to support local law enforcement agencies with expenses related to the implementation of discovery and pretrial reforms that took effect January 1, 2020. Your county's award amount has been determined based on the prorated share of 2018-2022 criminal court arraignments statewide.

This funding is contingent upon the submission by the county, and subsequent DCJS approval of, a Discovery Reform Funding Plan. Please see the attached 2023-24 Discovery Reform Application and the Discovery Reform Funding Plan for additional information. All funding provided is primarily intended to support costs incurred on or after the start of SFY 2023-24 (April 1, 2023); however, this funding may also be used to cover any costs incurred in SFY 2022-23 (April 1, 2022 to March 31, 2023).

In your county's application, the District Attorney's (DA) minimum amount must match the greatest amount that was allocated to the DA in your county's previously submitted budget to DCJS from either of the preceding years of discovery funding. If your county had not previously submitted a budget for this funding, the minimum should be calculated as 67% of the total county award amount.

The county's Discovery Reform Funding Plan should be submitted to DCJS using the DCJS Grants Management System (GMS). Additional information about GMS is provided in the attached application document. Questions about the submission of the plan should be emailed to DCJS at dcjsfunding@dcjs.ny.gov. Please include "Discovery Reform Question" in the subject line of your email.

Once plans are approved by DCJS, grantees will be notified and shall receive payment for their entire award. The county shall subsequently and promptly make this funding available to the recipient agencies (e.g., DA, probation department, sheriff's offices, local police department) within 60 days of receipt. Thank you for your continued partnership to help keep New Yorkers safe and ensure a justice system that works for all.

Attachment (2)

ATTACHMENT: 2023-24 Discovery Reform Funding Plan

Instructions: Indicate each Sub-Grantee using this attachment. If additional lines are needed, please submit additional attachments. Completed form(s) must be attached in GMS as part of the submitted Application. The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

County:

Sub-Grantee	Sub-Grantee Name <i>(if applicable)</i> :	Expense	Activities	Describe how this expenditure supports implementation of the discovery and/or bail reform efforts.
TOTAL:		\$ 0		

NOTE: *The total amount requested by the county cannot exceed the total county allocation provided on the award notice.*



**Division of Criminal
Justice Services**

**2023-24
Criminal Justice Discovery Reform
Application for Funding
September 2023**

IMPORTANT DATES	
Award Notice and Application Release Date:	
Questions:	dcjsfunding@dcjs.ny.gov (Include "Discovery Reform" in Subject Line)



2023-24 Criminal Justice Discovery Reform Application for Funding September 2023

Table of Contents

I. INTRODUCTION.....	2
II. FUNDING INFORMATION AND INSTRUCTIONS	2
III. PAYMENT	3
IV. ELIGIBLE EXPENSES	3
V. DISCOVERY REFORM PLAN REQUIREMENTS	4
VI. SUBMISSION REQUIREMENTS	4

APPENDICES:

- Appendix: *Sample Statement of Approval of the Plan Submission from the Chief Elected Official*
- Appendix: *Sample Letter(s) of Support from District Attorney and Probation Director*
- Appendix: *Grants Management System (GMS) Instructions and Helpful Hints*

ATTACHMENT:

- 2023-24 Discovery Reform Funding Plan

I. INTRODUCTION

The New York State Division of Criminal Justice Services (DCJS) is providing funding to support local law enforcement agencies with expenses related to the implementation of discovery and pretrial reforms that took effect January 1, 2020. Subject to available funding, approximately \$40 million will be made available during FY 2023-24 to counties outside of New York City. Funding is contingent upon the submission and subsequent DCJS approval of a Discovery Reform Funding Plan submitted to DCJS by the county.

II. FUNDING INFORMATION AND INSTRUCTIONS

Each county outside of NYC is eligible to receive an award no greater than the amount included in the award notice accompanying this Application. Maximum award amounts have been determined based on each county's prorated share of criminal court arraignments statewide.

Grants will be provided to the chief elected official in each county, with funding contingent upon the county's submission and DCJS approval of a Discovery Reform Funding Plan describing how the funds will be distributed among and utilized by county agencies. The development of each county's Discovery Reform Funding Plan should be a collaborative effort by local stakeholders. The Discovery Reform Funding Plan should be prepared by completing the attached document, Attachment: *2023-24 Discovery Reform Funding Plan*. Plans must adhere to the following funding guidelines:

- 1) The Plan must briefly describe the activities and expenses that will be supported with the grant funds, and explain how those activities/expenditures will support implementation of the discovery and/or pretrial reform efforts in the county;
- 2) The Plan must detail the distribution of funds through sub-grants (or an equivalent arrangement) to specific law enforcement entities within the county. Please note: Counties electing to allocate a portion of their awards toward pre-trial services and supervision are also expected to prioritize funding for their probation departments or other organizations that provide pre-trial release support services. Each county outside of NYC will separately receive SFY 2023-2024 funding from DCJS to support pre-trial services, calculated as a prorated share, of up to \$20 million, based on five-year average of criminal court arraignments.
- 3) Counties may also distribute their funding as appropriate to crime laboratories and not-for-profit organizations who may have and/or will incur costs.
- 4) The chief elected official of the county shall serve as signatory for the county's Discovery Reform Funding Plan and must include a statement of approval for the Plan in their submission. See Appendix: *Statement of Approval of the Plan Submission from the Chief Elected Official*.
- 5) Counties will also be required to include letters of support for the county's Discovery Reform Funding Plan from their District Attorney and Probation Director. See Appendix: *Sample Letter(s) of Support from District Attorney and Probation Director*.

The county Discovery Reform Funding Plan should be submitted to DCJS using the DCJS Grants Management System (GMS). Additional information about GMS is provided below. Questions about the submission of the Plan should be emailed to DCJS at dcjsfunding@dcjs.ny.gov. Please include "Discovery Reform Question" in the subject line of the email to ensure it is directed to the appropriate agency representative. Any questions about GMS access or other technical assistance can also be directed to dcjsfunding@dcjs.ny.gov.

Discovery Reform Funding Plans should be submitted as timely as possible to facilitate prompt payment and no later than the March 31, 2024. DCJS reserves the right to approve the final submissions and will assist counties in amending submitted Plans if needed. Once Plans are approved by DCJS, grantees will be notified. Final approvals will be made by DCJS in accordance with the best interests of the State. Nothing herein requires DCJS to approve funding for any grantee.

III. PAYMENT

Counties shall receive payment for their entire award following DCJS approval of the county's Discovery Reform Funding Plan. Upon receipt, counties must disburse payments to the recipient agencies and/or organization referenced in the approved plan through sub-grants or equivalent arrangements within 60 days.

IV. ELIGIBLE EXPENSES

Eligible expenses that will be allowed with a Discovery Reform grant include, but are not limited to:

- 1) Administrative support, including costs of staff and personnel;
- 2) Computers, hardware and operating software;
- 3) Data connectivity;
- 4) Development of training materials;
- 5) Staff training;
- 6) Overtime costs;
- 7) Litigation readiness; and
- 8) Pre-trial services and supervision

In your county's application, the District Attorney's (DA) minimum amount must match the greatest amount that was allocated to the DA in your county's previously submitted budget to DCJS from either of the preceding years of discovery funding. If your county had not previously submitted a budget for this funding, the minimum should be calculated as 67% of the total county award amount

Grantees whose Plan includes ineligible expenses will be required to revise their submissions. All funding provided is primarily intended to support actual and estimated costs during the state fiscal year 2023-24 (April 1, 2023 to March 31, 2024).

V. DISCOVERY REFORM PLAN REQUIREMENTS

- A. Please attach separate documents attesting to the respective approvals of the county's Discovery Reform Funding Plan submission by the Chief Elected Official of the county, the county District Attorney, and the county Probation Director. Sample documents are provided in Appendix: *Sample Statement by County Official of Discovery Reform Funding Plan Approval and Sample Statement of Support by District Attorney and Probation Director*.
- B. Please complete the attached *Discovery Reform Funding Plan* and save as a PDF document. The completed Plan must be submitted as part of the Application in GMS. The total amount requested cannot exceed the total county allocation provided in the award notice.

VI. SUBMISSION REQUIREMENTS

A. Instructions

Plans must be submitted to DCJS using the DCJS Grants Management System as instructed below. Please refer to the grant award notice for any additional instructions regarding the submission of your county's Discovery Reform Funding Plan and note that, as instructed below, submitted documents should be saved as either a PDF or Word Document and attached to GMS when completed.

The Plan submitted to DCJS must include the completed Discovery Reform Funding Plan (see attached), the required letter of approval from the Chief Elected Official of the county, and letters of support from the county District Attorney and the county Probation Director. Please see Section V for additional information about the required submissions demonstrating support or approval by these officials and see also Appendix: *Sample Statement by County Official of Discovery Reform Funding Plan Approval* and Appendix: *Sample Letter(s) of Support by District Attorney and Probation Director*.

B. Specific GMS Instructions

For general guidance and GMS Helpful Hints, including how to submit attachments, see Appendix: *Grants Management System (GMS) Instructions and Helpful Hints*. The following information is specific to this grant application:

Accessing and Submitting the Application on GMS

- Log in to the GMS system using the county signatory account at <https://grants.criminaljustice.ny.gov/>.
 - In the event the login name and/or password for the county signatory account are not known please email DCSJFunding@dcjs.ny.gov or call (518) 457-9787.
 - If the County does not have a signatory account, please complete and submit a GMS signatory registration form, found [here](#).
- Once you are in GMS, locate your county's specific record on the grid using the Project ID#. The Project ID# was provided in the Award Notice and starts with the prefix DG22
- Please note that required information has been pre-entered in each module in your GMS record. Please review the County and Signatory information for accuracy and contact DCSJFunding@dcjs.ny.gov or call (518) 457-9787 should changes or updates need to be made.

Completing the Application on GMS:

Each Application in GMS requires completion and submission of the following:

- A Discovery Reform Funding Plan (see Attachment: *Discovery Reform Funding Plan*) in PDF format;
- A statement from the Chief Elected Official in a PDF or Word format (See Appendix: *Sample Statement of Discovery Plan Approval by County Chief Elected Official*).
- Letters of Support from the District Attorney and Probation Director in a PDF or Word format. See Appendix: *Sample Letter(s) of Support from District Attorney and Probation Director*.

When all the above requirements and any other indicated GMS components are completed, click the "Submit" button.

GMS will review the application for completeness. If any fields are missing, a report will display what remains to be completed. Once all fields are complete and the application is submitted successfully, GMS will display a pop-up screen that says, "Your application has been submitted."

Appendix: Average Annual Arraignments by Arresting Agencies (5-Year Average)



Division of Criminal
Justice Services

2023-24

Criminal Justice Discovery Reform

Average Annual Arraignments by County (5-Year Average)

**Criminal Justice Discovery Reform
Five - Year Average Arraignments by Primary Arresting ORI**

County	Lower Court Arraignment Year ¹					5-Year Average Arraignments (2018-2022)
	2018	2019	2020	2021	2022	
Non-NYC Total	184,225	172,563	116,786	134,383	135,612	148,714
Statewide Total	345,085	311,278	199,789	240,025	256,424	270,520
Albany	6,293	5,594	3,371	4,262	4,822	4,868
Allegany	603	551	274	442	393	453
Broome	4,767	4,535	3,653	3,993	4,026	4,195
Cattaraugus	1,495	1,402	1,059	1,342	1,455	1,351
Cayuga	1,116	1,143	978	1,081	1,115	1,087
Chautauqua	3,214	3,456	2,999	3,412	3,449	3,306
Chemung	1,696	1,803	1,476	1,788	1,747	1,702
Chenango	744	649	523	653	573	628
Clinton	1,642	1,557	1,094	1,075	1,056	1,285
Columbia	1,089	1,069	589	665	661	815
Cortland	1,130	1,003	716	808	875	906
Delaware	654	614	350	551	416	517
Dutchess	3,953	3,803	2,640	2,983	2,606	3,197
Erie	19,643	18,563	10,307	11,585	12,797	14,579
Essex	619	551	367	382	368	457
Franklin	918	731	611	743	563	713
Fulton	1,112	939	598	742	687	816
Genesee	1,162	1,103	668	946	997	975
Greene	1,178	1,012	708	1,043	983	985
Hamilton	38	28	23	40	20	30
Herkimer	708	681	405	653	523	594
Jefferson	1,879	1,608	1,535	1,691	1,419	1,626
Lewis	246	295	168	188	185	216
Livingston	1,016	951	633	888	774	852
Madison	1,080	989	810	965	988	966
Monroe	12,928	11,462	8,520	8,351	8,113	9,875
Montgomery	970	991	775	977	947	932
Nassau	16,298	15,583	8,029	11,706	14,771	13,277
Niagara	4,352	4,369	3,394	3,760	3,421	3,859
Oneida	4,660	4,235	2,829	3,913	3,878	3,903
Onondaga	9,913	9,082	7,115	8,014	7,147	8,254

Source: DCJS, Computerized Criminal History File (as of 4/21/2023).

Note: New York State Agencies include New York State Police, New York State Park Police, SUNY Police and other New York State agencies with law enforcement jurisdiction. These agencies are not eligible to receive this local assistance funding.

**Criminal Justice Discovery Reform
Five - Year Average Arraignments by Primary Arresting ORI**

County	Lower Court Arraignment Year ¹					5-Year Average Arraignments (2018-2022)
	2018	2019	2020	2021	2022	
Ontario	1,769	1,928	1,351	1,318	1,259	1,525
Orange	8,111	7,374	4,399	5,685	5,309	6,176
Orleans	783	711	350	426	512	556
Oswego	2,484	2,273	1,828	2,226	2,100	2,182
Otsego	842	833	458	558	466	631
Putnam	1,243	1,140	831	928	768	982
Rensselaer	2,957	2,977	1,820	2,061	1,982	2,359
Richmond	6,996	6,261	4,064	5,363	5,715	5,680
Rockland	3,052	2,813	1,838	2,148	2,054	2,381
Saratoga	3,886	3,189	2,558	2,945	3,027	3,121
Schenectady	3,663	3,193	2,347	2,632	2,625	2,892
Schoharie	282	223	226	255	221	241
Schuyler	199	176	101	147	134	151
Seneca	585	521	419	530	486	508
St. Lawrence	1,971	1,662	1,226	1,522	1,388	1,554
Steuben	1,743	1,685	1,251	1,674	1,626	1,596
Suffolk	19,221	18,835	12,463	11,871	11,987	14,875
Sullivan	1,748	1,563	815	1,220	1,021	1,273
Tioga	573	474	297	418	370	426
Tompkins	1,118	1,029	679	830	1,032	938
Ulster	3,746	3,152	2,314	2,708	2,769	2,938
Warren	1,662	1,314	1,018	1,229	1,212	1,287
Washington	987	847	702	695	532	753
Wayne	1,422	1,189	1,076	1,085	1,032	1,161
Westchester	12,142	12,222	8,643	8,886	9,295	10,238
Wyoming	663	638	408	525	466	540
Yates	257	250	151	219	164	208

Source: DCJS, Computerized Criminal History File (as of 4/21/2023).

If you would like additional information on arrest activity leading to arraignment by local police agency to help inform your county funding plan, please contact dcjsfunding@dcjs.ny.gov and include "Discovery Reform Data" in the subject line.

Note: New York State Agencies include New York State Police, New York State Park Police, SUNY Police and other New York State agencies with law enforcement jurisdiction. These agencies are not eligible to receive this local assistance funding.

Appendix: Sample Statement from Chief Elected Official

Official Letterhead

Date

Name

County

To the NYS Division of Criminal Justice Services:

I affirm that the Discovery Reform Funding Plan submitted to the NYS Division of Criminal Justice Services by County XX has been developed in collaboration with local stakeholders and describes the activities and expenses that will be supported with the grant funds provided by DCJS, and how those activities/expenditures will support implementation of the discovery and/or pretrial reform efforts in our county during the state fiscal year 2023-24 (April 1, 2023 to March 31, 2024).

Signature and Date

*Appendix: Sample Letter of Support from District Attorney and Probation Director –
These may be submitted as two separate documents if needed.*

Official Letterhead

Date
Name
County

To the NYS Division of Criminal Justice Services:

District Attorney - Letter of Support:

As District Attorney for County XX, I affirm my support for the Discovery Reform Funding Plan submitted to the NYS Division of Criminal Justice Services by the Chief Elected Official and agree that this Plan will support implementation of the discovery and/or pretrial reform efforts in our county during the state fiscal year 2023-24 (April 1, 2023 to March 31, 2024).

Probation Director – Letter of Support

As Probation Director for County XX, I affirm my support for the Discovery Reform Funding Plan submitted to the NYS Division of Criminal Justice Services by the Chief Elected Official and agree that this Plan will support implementation of the discovery and/or pretrial reform efforts in our county during the state fiscal year 2023-24 (April 1, 2023 to March 31, 2024).

Signature and Date

Appendix: DCJS Grants Management System (GMS) Instructions and Helpful Hints

IMPORTANT: See Application for additional specific GMS directions.

First time GMS users should download the GMS User Manual located at https://www.criminaljustice.ny.gov/ofpa/pdfdocs/gms_app_manual.pdf

Persons familiar with GMS can use the following simplified guidelines:

Please note that GMS will time out after 30 minutes of inactivity.

Once you are logged into GMS please proceed as follows:

Participants/Contacts - Complete the text screens and press save.

Click on "Add Participant" and in the search prompt that appears type in your agency name. This should take you to a list, find your agency, and click in the blue section of your agency name. This will prompt a drop-down list that defaults to "Grantee." Click "Add." If there will be a separate Implementing Agency, repeat the process, choosing "Implementing Agency" as the Participant Type. In the event your agency is not listed, click the "New" button to add your agency to our database. Please complete all required information on the screen, including the Employer Identification Number (EIN) before you SAVE the entry. GMS will only allow one attempt then locks the entry to edits. Should you still need additional information added to the Participant record, please call GMS Help at (518) 457-9787.

Scroll to the bottom of the screen to add contact information. Click on "Add Contact" and in the search prompt that appears type in the last name of the person to be added. This should take you to a list. Find the person to be added and click in the blue section of the name. This will prompt a drop-down list that defaults to "Primary." Ensure you do this until you have added a minimum of three contacts: Primary, Signatory and Fiscal. If the contact you are attempting to add does not appear in a search, click the "New Contact" button to add the contact to our database.

Note: If the signatory you attempt to add is not eSignature registered, you will get an error message and will not be allowed to add that person at that time. You will NOT be able to submit the application without a signatory attached. Please refer to <http://www.criminaljustice.ny.gov/ofpa/gms.htm> to add a signatory for your agency.

Budget – A budget is not required to be entered here in GMS. This field has been pre-filled with your pre-determined amount.

Work plan – A work plan is not required to be entered here in GMS. This field has been pre-filled with TBD.

Hint: Any documents that you are attaching should be attached in Word or a PDF as instructed. Please note that GMS will time out after 30 minutes and unsaved material will be lost. Cutting and pasting from a Word document will prevent the loss of any work.

Attachments -

Click on "Attachment," and upload the required attachments for this application. Note: Follow the instructions in the GMS User's Manual for Attachments; also, see screen instructions for accepted file types and advice on file names.

When all requirements are completed, click the "Submit" button. If any fields are missing, a report will display what remains to be completed. Once all fields are complete and the application is submitted, GMS will display a pop-up that says, "*Your application has been created and submitted.*" In addition, GMS will send an email notification to the Signatory official listed on the application to make him or her aware that an application has been submitted on your jurisdiction's or organization's behalf.

Attachment: *SFY 2023-24 Discovery Reform Funding Plan*

End of Application

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	ORG	OBJECT		
A1165	433890			St Aid Other Public Safety	(374,282.00)

[Signature]
DEPARTMENT HEAD

10/2/23
DATE

[Signature]
COUNTY ADMINISTRATOR

12/3/23
DATE

[Signature]
CHAIRPERSON

[Signature]
COUNTY TREASURER

[Signature]
CHAIRPERSON

[Signature]
COUNTY TREASURER

DATE

DATE

DATE

*If Personnel Services are impacted

RESOLUTION NO. 398

**RESOLUTION ACCEPTING GRANT AWARD FROM THE NEW YORK STATE
DEPARTMENT OF CRIMINAL JUSTICE SERVICES CRIMINAL JUSTICE
DISCOVERY REFORM GRANT**

By Legislator Marc Greco:

WHEREAS, the State of New York has implemented bail and discovery reforms in criminal proceedings as of January 1, 2020; and

WHEREAS, this has resulted in counties incurring additional expenses related to the implementation of discovery and bail reforms and in the complying with same; and

WHEREAS, the New York State Department of Criminal Justice Services has notified the Chair of the Legislature, the Office of the District Attorney and the Department of Probation that the County of Oswego is eligible to receive up to \$586,953 in grant funds upon the submission and approval of a Discovery Reform Funding plan by DCJS for SFY 2023-24 for county costs incurred April 1, 2023, through March 31, 2024. (This constitutes and additional \$374, 282 over what was anticipated at the time of the 2023 budget); and

WHEREAS, a resolution is both necessary and desirable; and

NOW, THEREFORE, upon recommendation of the Public Safety Committee of this body, it is hereby,

RESOLVED, that the Chairman of the Legislature be and hereby is authorized to submit a Discovery Reform Funding Plan on behalf of the County of Oswego under this grant program, which includes letters of support from the District Attorney and Director of Probation; and be it further

RESOLVED, that, should the county's plan be approved in whole or in part by DCJS, the County of Oswego hereby accepts any grant funding for which it may be eligible up to the maximum allowable amount of \$586,953 (This constitutes and additional \$374, 282 over what was anticipated at the time of the 2023 budget).

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

Authorized Budget Modification

Res. 399 of 2023

A3641 526000

\$900.00

A3641 427050

(\$900.00)



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150

Fax: (315) 591-9176

COUNTY OFFICE BUILDING – 200 NORTH 2ND STREET, FULTON, NY 13069

Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: December 4, 2023

To: Members of the Public Safety Committee, Oswego County Legislature

From: Cathee Palmitesso, Director

Subject: Request for approval to accept \$900.00 from the Walmart Community Grant Program for the county drone program.

Purpose: Request to accept grant funding and place in the drone other equipment budget line. Please refer to attached budget modification for the specific details.

Summary: The Oswego County EMO has received notification and have been awarded a Walmart Community Grant in the amount of \$900.00. This grant will be used for the county drone program public safety initiatives. The funds from this grant will be used to acquire additional equipment and supplies to support the drone program.

Recommended

Action: The Emergency Management Office would respectfully request the members of the Public Safety Committee and Oswego County Legislature to accept this funding from the Walmart Community Grant Program accordingly.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	ORG	OBJECT		
A3641	526000			Other Equipment	900.00
		A3641	427050	Local Grant Awards	(900.00)
				Walmart Community Grant Facility #3332	


12323

DATE 12/3/23


 DEPARTMENT HEAD


 COUNTY ADMINISTRATOR


 CHAIRPERSON


 DEPARTMENT HEAD

R-4-23
 DATE

*DIRECTOR OF HUMAN RESOURCES DATE

COUNTY TREASURER DATE

*If Personnel Services are impacted

RESOLUTION NO. 400

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION OSWEGO COUNTY EMERGENCY MANAGEMENT OFFICE – TRANSFER FROM INSURANCE RECOVERY FUND TO DRONE OTHER EQUIPMENT

By Legislator Marc Greco:

WHEREAS, the Emergency Management Office requests a budgetary modification to transfer eleven thousand four hundred dollars to cover the drone, spotlight and payload that was damaged using insurance recovery funds; and

NOW, upon recommendation of the Public Safety Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds from and to the accounts shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 400 of 2023

A1325 426800

(\$11,400.00)

A3641 526000

\$11,400.00



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150

Fax: (315) 591-9176

COUNTY OFFICE BUILDING – 200 NORTH 2ND STREET, FULTON, NY 13069

Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: December 4, 2023

To: Members of the Public Safety and Finance and Personnel Committees

From: Cathee Palmitesso, Director

Subject: Transfer Insurance Recovery to Drone Other Equipment ARPA to replace damaged drone, spotlight, and payload equipment.

Summary: A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$11,400.00 into Drone Other Equipment ARPA (A3641.526000 ARPA) to replace equipment that was damaged while conducting a drone demonstration at CITI BOCES.

Recommended

Action: The Emergency Management Office respectfully requests your review and approval of this request.

RESOLUTION NO. 401

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOCIAL SERVICES LEGAL FEES FOR REMAINING
CALENDAR YEAR 2023**

By Legislator Roy Rechil:

WHEREAS, the Department of Social Services requires the purchase of a fee for service attorney to assist with the legal department's workload; and

WHEREAS, the Department of Social Services also incurs legal expenses for legal representation, preparation and filing of appeals; and

WHEREAS, the Department of Social Services has determined a shortage of funds in the legal fees budget line; and

NOW, upon recommendation of the Human Services Committee and Finance & Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he is, authorized to transfer the funds from A6010.511000 Salaries and Wages to A6010.543300 Legal Fees as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 401 of 2023

A6010 543300

\$43,000.00

A6010 511000

(\$43,000.00)



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5000 • fax 315.963.5477

TO: Oswego County Legislature
FROM: Stacy Alvord, Department of Social Services Commissioner
DATE: December 14, 2023
RE: Budget Modification – SSADMIN – Legal Fees

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification requesting a transfer of funds to cover Legal Fees for the remainder of CY2023.

BACKGROUND: The Department of Social Services has had at least one vacant attorney position for the entire 2023 budget year. The fee-for-service attorney has been utilized to help assist with the legal department's workload as it pertains to child support, fair hearings, fraud & recovery, spousal support, Medicaid related matters, adult protective, child welfare, and expungement hearings.

There are also additional legal expenses incurred for legal representation, preparation, and filing of appeals.

If additional funds are not transferred to the SSADMIN - A6010.543300 – Legal Fees account, then we will not have enough funds in our budget line to allow the full payment of invoices through the 2023 Calendar Year. **This will be budget neutral.**

FISCAL IMPACT: Increase the SSADMIN A6010.543300 Legal Fees budget line \$43,000 and decrease the SSADMIN - A6010.511000 Salaries & Wages - Regular budget line by \$43,000. There will be no increase or decrease in the local share for 2023 or any future years due to the transfer of these funds.

A previous budget modification request was approved on April 9, 2023, to transfer \$54,000 to A6010.543300 from A6010.511000 Salaries & Wages Reg. R#095 4/09/23.

RECOMMENDATION: Approve this budget modification to transfer \$43,000 to A6010.543300 Legal Fees from A6010.511000 Salaries & Wages Reg.

/fww

COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

2023
12/14/2023

ACCOUNT NUMBER		ACCOUNT NUMBER		DOLLAR AMOUNT
ORG	OBJECT	ORG	OBJECT	
A6010	543300			\$ 43,000
		A6010	511000	\$ (43,000)

DESCRIPTION

SSADMIN -LEGAL FEES

SSADMIN - SALARIES & WAGES

Provide funding to allow payment of legal fees through the end of CY2023

<i>Stacy Alvord</i>	12/4/2023	DATE
DEPARTMENT HEAD		
COUNTY ADMINISTRATOR	12 3 23	DATE
CHAIRPERSON	12/14/23	DATE
COUNTY TREASURER		

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

RESOLUTION NO. 402

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF SOCIAL SERVICES - ADULT AND CHILDREN SERVICES ADDITIONAL
HOURS**

By Legislator Roy Rechil:

WHEREAS, the Department of Social Services children and adult services staff have been working additional hours to meet the demand of increased caseloads and staffing vacancies in accordance with state and federally mandated regulations; and

WHEREAS, the Department of Social Services has determined there is a shortage in the additional hours budget line; and

NOW, upon recommendation of the Human Services Committee and Finance & Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he is, authorized to transfer the funds from A6070.511000 Salaries and Wages to A6070.514300 Additional Hours as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 402 of 2023

A6070 514300
A6070 511000

\$26,000.00
(\$26,000.00)



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5000 • fax 315.963.5477

TO: Oswego County Legislature
FROM: Stacy Alvord, Department of Social Services Commissioner
DATE: December 14, 2023
RE: Budget Modification – AFS – ADDITIONAL HOURS

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification due to Services additional hours.

BACKGROUND: DSS Services staff have been working additional hours to meet the demand of higher caseloads due to unfilled vacancies. Efforts are being made to fill vacant positions, however there will be a need for current staff to work additional hours to meet the mandated deadlines until the new employees have been sufficiently trained and are productive. DSS projects the need for additional hours to persist through the end of the 2023 year; to allow for mandated state training and productivity from the new employees.

Services wages are reimbursed at 62% State, and 38% Local. The local portion for this budget modification is being moved from underspent salaries and wages. **This will be budget neutral.**

FISCAL IMPACT: Increase the A6070.514300 ADDITIONAL HOURS budget line \$26,000 and decrease the A6070.511000 Salary & Wages expense line \$26,000. There will be no increase or decrease in the local share for 2023 or any future years.

RECOMMENDATION: Approve this budget modification to move \$26,000 from A6070.511000 to A6070.514300

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

2023
12/14/2023

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A6070	514300					AFS - ADDITIONAL HOURS	\$ 26,000
			A6070	511000		AFS - SALARY & WAGES	\$ (26,000)

Provide funding to allow the continued payment of Services Additional Hours for CY2023

Stacy Alvord 12/14/2023
DEPARTMENT HEAD DATE

[Signature] 12 3 23
COUNTY ADMINISTRATOR DATE

[Signature]
CHAIRPERSON DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY TREASURER DATE

RESOLUTION NO. 403

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOCIAL SERVICES OTHER SUPPLIES AND EXPENSES**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services requires the purchase of standard administrative office supplies for timely completion of routine clerical functions; and

WHEREAS, the Department of Social Services has determined there is a shortage in the other supplies and expenses budget line; and

NOW, upon recommendation of the Human Services Committee and Finance & Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he is, authorized to transfer the funds from A6010.511000 Salaries and Wages to A6010.545500 Other Supplies and Expenses SUPPLY as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 403 of 2023

A6010 545500

\$67,000.00

A6010 511000P

(\$67,000.00)



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW

Commissioner

P.O. Box 1320 • Mexico, New York 13114

phone 315.963.5000 • fax 315.963.5477

TO: Oswego County Legislature

FROM: Stacy Alvord, Department of Social Services Commissioner

DATE: December 14, 2023

RE: Budget Modification – SSADMIN – OTHER SUPPLIES & EXPENSES - SUPPLY

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification due to increase in other supplies & expenses.

BACKGROUND: The Administration Supply budget line is used to purchase paper, Staples and WB Mason office supplies, other office supplies along with SUNY Oswego training and educational services.

The demand and cost for office supplies has increased. These expenses are reimbursed at 50% Federal, 25% State, and 25% Local. The local portion for this budget modification is being moved from underspent salaries and wages. **This will be budget neutral.**

FISCAL IMPACT: Increase the A6010.545500 Other Supplies & Expenses SUPPLY budget line \$67,000 and decrease the A6010.511000 Salary & Wages expense line \$67,000. There will be no increase or decrease in the local share for 2023 or any future years.

RECOMMENDATION: Approve this budget modification to move \$67,000 from A6010.511000 to A6010.545500 SUPPLY.

RESOLUTION NO. 404

**RESOLUTION AWARDDING PROFESSIONAL SERVICES CONTRACT –
RFP 23-OFA-001 – REGISTERED DIETICIAN SERVICES**

By Legislator Roy Rechil:

WHEREAS, the County issued a request for proposal for a vendor to provide Registered Dietician Services; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 23-OFA-001) from multiple qualified firms to provide Registered Dietician Services; and

WHEREAS, the Oswego County Office for the Aging and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Beth McCarthy, R.D., C.D./N. PO Box 891, Old Forge, NY 13420, meets the County's needs; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Human Service Committee that the County of Oswego awards the professional service contract for providing Registered Dietician Services, to Beth McCarthy, R.D., C.D./N, PO Box 891, Old Forge, NY 13420, at an hourly rate of \$68.28; Maximum hours per week: 30; Maximum hours per year: 360, and a Lump Sum Max cost not to exceed \$24,580.80; and be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1



OSWEGO COUNTY PURCHASING

46 E Bridge St, Oswego NY 13126
 Phone (315)326-6050 Fax (315)342-2468
 Email: Purchasing@OswegoCounty.Com

RFP 23-OFA-001 – REGISTERED DIETICIAN

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Beth McCarthy, R.D., C.D./N.	195 Tuttle Road PO Box 891 Old Forge, NY 13420	\$68.98hr. MAX Lump Sum Per Year \$24,580.80	N/A (only one response)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">NA</td> </tr> </table>	X	X	X	X	NA
X	X	X	X	NA					

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 23-OFA-001 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on September 29, 2023. It was also sent directly to the following nine(9) vendors:

- Beth McCarthy, RD,CD/N
- Cecilia Hagen-Revelins, Functional Nutrition and Wellness
- Chaya Lee Charles, OCO
- Cornell Cooperative Ext.of Oswego County
- Emily Haldorf,MS, RDN/CDN, Empowered Nutrition
- Emly Tills, RD
- Mary Catherine Donovan,
- Mary Stockhauser, Mary's Nutrition
- Worldwide Travel Staffing, Limited

Number of Responses: One (1)

Beth McCarthy, R.D., C.D./N	<p>Pro</p> <ul style="list-style-type: none"> • Beth is very organized, compassionate and truly cares about the Oswego County Seniors • Has30+Years experience; and • Very familiar with Oswego County – current vendor for OFA. <p>Con</p> <ul style="list-style-type: none"> • N/A
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Proposals Reviewed By:

Sara Sunday.

Evaluation Summary: Sara Sunday reviewed and rated the proposal according to the criteria. Sara recommends awarding the contract to **Beth McCarthy, R.D., C.D./N.**

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

RESOLUTION NO.

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
ADDITIONAL COMMUNITY SERVICES FOR THE ELDERLY (CSE) &
EXPANDED IN HOME SERVICES FOR THE ELDERLY PROGRAM (EISEP)
GRANT FUNDING – OFFICE FOR THE AGING**

By Legislator Roy Reehil:

WHEREAS, the Office for the Aging received notifications of final grant allocations for Expanded In Home Services for the Elderly Program (EISEP) and Community Services for the Elderly (CSE); and

WHEREAS, additional funds were allocated to the Office for the Aging in the amount of \$58,140 for EISEP and \$33,818 for CSE for a total of \$91,958; and

WHEREAS, this funding will allow Office for the Aging to continue to provide in home aid services to the elderly without gaps in services; and

NOW, upon recommendation of the Human Services Committee and Finance and Personnel Committee of this body; be it

RESOLVED, that the County Treasurer be, and he is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 405 of 2023

A6772 545500
A6772 437720

\$91,958.00
(\$91,958.00)



Sara Sunday
Aging Services Administrator

Oswego County Office Complex
70 Bunner Street, Oswego NY 13126

INFORMATIONAL MEMORANDUM

From: Sara Sunday

Date: November 20, 2023

Subject: Budget Modification Request – EISEP and CSE Grant

Purpose: To amend the Office for the Aging budget to allocate an additional \$58,140 of Expanded In-Home Services for the Elderly Program (EISEP) grant funding and \$33,818 of Community Services for the Elderly (CSE) grant funding to the Office for the Aging 2023 Operating Budget.

Background: In 2023 the New York State Office for the Aging (NYSOFA) allocated the Oswego County Office for the Aging (OFA) EISEP and CSE funds. The 2023 New York State Budget allocated additional funds to New York State Office for the Aging (NYSOFA) to use for In Home Care Aides. Oswego County OFA was recently notified of the additional funds allocated to grants previously awarded.

The additional funding will be used to cover the additional cost OFA has encountered due to higher home care aide hourly rates.

The Department respectfully requests acceptance of these additional funding allocations, increasing the expense line - Other Supplies and Expenses A6772.545500 and revenue line - State Aid Programs for Aging A6772.437720 by a total of \$91,958. The attached budget modification reflects this request. These two State funding streams are for 75% with a 25% county match. The 25% match will be covered through current OFA expense lines.

Fiscal Impact: There will be no negative effect to the budget.

Recommended Action: The Office for the Aging respectfully recommends the Human Services Committee, the Personnel and Finance Committee and the Oswego County Legislature authorize the transfer of this grant funding to the operating account as listed on the Budget Modification.

New York State Office For The Aging
 Community Services For The Elderly Program
 State Fiscal Year- 4/1/23-3/31/24
 Final Allocation Schedule

PI:
 Date:

Area Agency on Aging	Population 60+	Administration	Matched Services	Unmatched Services	COLA	Allocation	Local Match- 25%
Albany	60,195	60,195	435,300	93,208	46,469	635,172	145,100
Allegany	10,426	20,000	75,395	16,144	8,049	119,588	25,132
Broome	44,485	44,485	321,693	68,882	34,341	469,401	107,231
Cattaraugus	15,918	20,000	115,112	24,648	12,288	172,048	38,371
Cayuga	17,062	20,000	123,383	26,419	13,171	182,973	41,128
Chautauqua	30,565	30,565	221,031	47,328	23,595	322,519	73,677
Chemung	19,339	20,000	139,850	29,945	14,929	204,724	46,617
Chenango	11,797	20,000	85,309	18,267	9,107	132,683	28,437
Clinton	15,552	20,000	112,464	24,081	12,006	168,551	37,488
Columbia	16,219	20,000	117,288	25,114	12,521	174,923	39,096
Cortland	9,246	20,000	66,862	14,317	7,138	108,317	22,288
Delaware	12,947	20,000	93,626	20,047	9,995	143,668	31,209
Dutchess	57,062	57,062	412,643	88,356	44,050	602,111	137,548
Eric	197,246	75,000	1,426,384	305,421	152,269	1,959,074	475,462
Essex	9,835	20,000	71,122	15,229	7,592	113,943	23,708
Franklin	9,358	20,000	67,673	14,490	7,224	109,387	22,558
Fulton	12,488	20,000	90,308	19,337	9,640	139,285	30,103
Genesee	12,908	20,000	93,345	19,987	9,965	143,297	31,115
Greene	11,971	20,000	86,568	18,536	9,241	134,345	28,856
Herkimer	15,022	20,000	108,631	23,260	11,597	163,488	36,211
Jefferson	18,408	20,000	133,118	28,503	14,211	195,832	44,373
Lewis	5,557	20,000	57,852	12,387	6,176	96,415	19,284
Livingston	12,840	20,000	92,852	19,882	9,912	142,646	30,951
Madison	14,426	20,000	104,321	22,338	11,137	157,796	34,774
Monroe	145,640	75,000	1,053,196	225,513	112,431	1,466,140	351,066
Montgomery	11,394	20,000	82,396	17,643	8,796	128,835	27,466
Nassau	283,610	75,000	2,050,926	439,149	218,940	2,784,015	683,642
Niagara	47,641	47,641	344,516	73,769	36,778	502,704	114,839
Oneida	52,282	52,282	378,077	80,955	40,360	551,674	126,026
Onondaga	91,166	75,000	659,267	141,164	70,378	945,809	219,756
Ontario	23,803	23,803	172,132	36,857	18,375	251,167	57,378
Orange	59,933	59,933	433,406	92,802	46,267	632,408	144,469
Orleans	8,698	20,000	62,900	13,468	6,715	103,081	20,967
Oswego	22,299	22,299	161,256	34,528	17,214	235,297	53,752
Otsego	14,323	20,000	103,577	22,178	11,057	156,812	34,526
Putnam	18,429	20,000	133,270	28,536	14,227	196,033	44,424
Rensselaer	31,155	31,155	225,297	48,241	24,051	328,744	75,099
Rockland	59,153	59,153	427,766	91,594	45,665	624,178	142,589
St. Lawrence	21,907	21,907	158,420	33,921	16,912	231,160	52,807
Saratoga	43,943	43,943	317,775	68,043	33,923	463,684	105,925
Schenectady	31,758	31,758	229,659	49,175	24,516	335,108	76,553
Schoharie	7,560	20,000	57,852	12,387	6,176	96,415	19,284
Schuyler	4,386	20,000	57,852	12,387	6,176	96,415	19,284
Seneca	7,717	20,000	57,852	12,387	6,176	96,415	19,284
Steuben	21,915	21,915	158,478	33,934	16,918	231,245	52,826
Suffolk	285,071	75,000	2,061,491	441,412	220,068	2,797,971	687,164
Sullivan	16,666	20,000	120,520	25,806	12,866	179,192	40,174
Tioga	11,221	20,000	81,144	17,375	8,662	127,181	27,048
Tompkins	16,042	20,000	116,007	24,840	12,384	173,231	38,669
Ulster	39,054	39,054	282,419	60,472	30,149	412,094	94,140
Warren/Hamilton	17,481	40,000	172,928	37,027	18,460	268,415	57,643
Washington	13,633	20,000	98,588	21,110	10,524	150,222	32,863
Wayne	19,328	20,000	139,771	29,928	14,921	204,620	46,591
Westchester	192,309	75,000	1,390,683	297,776	148,458	1,911,917	463,561
Wyoming	8,211	20,000	59,378	12,714	6,339	98,431	19,793
Yates	5,913	20,000	57,852	12,387	6,176	96,415	19,284
New York City	1,407,635	375,000	10,179,311	2,179,622	1,086,659	13,820,592	3,393,104
Seneca Nation	1,608	20,000	57,852	12,387	6,176	96,415	19,284
St. Regis Mohawk	447	20,000	57,852	12,387	6,176	96,415	19,284
Total	3,684,203	2,212,150	26,853,796	5,750,000	2,866,692	37,682,638	\$8,951,281

New York State Office For The Aging
EISEP Program
State Fiscal Year 4/1/23-3/31/24
Final Allocation Schedule

PI: 
Date: 

Area Agency on Aging	Population 60+	Administration	Services	COLA	Supplement	Total Allocation	Local Match-25%
Albany	60,195	\$60,195	\$711,943	\$57,526	\$151,950	\$981,614	\$287,965
Allegany	10,426	\$20,000	\$150,993	\$12,201	\$26,318	\$209,512	\$59,104
Broome	44,485	\$44,485	\$526,136	\$42,513	\$112,293	\$725,427	\$212,810
Cattaraugus	15,918	\$20,000	\$188,267	\$15,212	\$40,182	\$263,661	\$76,150
Cayuga	17,062	\$20,000	\$201,797	\$16,306	\$43,069	\$281,172	\$81,622
Chautauqua	30,565	\$30,565	\$361,501	\$29,210	\$77,155	\$498,431	\$146,219
Chemung	19,339	\$20,000	\$228,728	\$18,482	\$48,817	\$316,027	\$92,515
Chenango	11,797	\$20,000	\$150,993	\$12,201	\$29,779	\$212,973	\$60,258
Clinton	15,552	\$20,000	\$183,938	\$14,863	\$39,258	\$258,059	\$74,399
Columbia	16,219	\$20,000	\$191,827	\$15,500	\$40,941	\$268,268	\$77,590
Cortland	9,246	\$20,000	\$150,993	\$12,201	\$23,340	\$206,534	\$58,111
Delaware	12,947	\$20,000	\$153,128	\$12,373	\$32,682	\$218,183	\$61,937
Dutchess	57,062	\$57,062	\$674,888	\$54,532	\$144,041	\$930,523	\$272,977
Erie	197,246	\$75,000	\$2,332,883	\$188,502	\$497,906	\$3,094,291	\$943,597
Essex	9,835	\$20,000	\$150,993	\$12,201	\$24,826	\$208,020	\$58,607
Franklin	9,358	\$20,000	\$150,993	\$12,201	\$23,622	\$206,816	\$58,205
Fulton	12,488	\$20,000	\$150,993	\$12,201	\$31,523	\$214,717	\$60,839
Genesee	12,908	\$20,000	\$152,666	\$12,336	\$32,584	\$217,586	\$61,750
Greene	11,971	\$20,000	\$150,993	\$12,201	\$30,218	\$213,412	\$60,404
Herkimer	15,022	\$20,000	\$177,669	\$14,356	\$37,920	\$249,945	\$71,863
Jefferson	18,408	\$20,000	\$217,716	\$17,592	\$46,467	\$301,775	\$88,061
Lewis	5,557	\$20,000	\$150,993	\$12,201	\$14,027	\$197,221	\$55,007
Livingston	12,840	\$20,000	\$151,862	\$12,271	\$32,412	\$216,545	\$61,425
Madison	14,426	\$20,000	\$170,620	\$13,786	\$36,415	\$240,821	\$69,012
Monroe	145,640	\$75,000	\$1,722,524	\$139,184	\$367,638	\$2,304,346	\$696,721
Montgomery	11,394	\$20,000	\$150,993	\$12,201	\$28,762	\$211,956	\$59,919
Nassau	283,610	\$75,000	\$3,354,333	\$271,037	\$715,914	\$4,416,284	\$1,356,749
Niagara	47,641	\$47,641	\$563,463	\$45,529	\$120,260	\$776,893	\$227,908
Oneida	52,282	\$52,282	\$618,354	\$49,964	\$131,975	\$852,575	\$250,110
Onondaga	91,166	\$75,000	\$1,078,245	\$87,124	\$230,130	\$1,470,499	\$436,125
Ontario	23,803	\$23,803	\$281,525	\$22,748	\$60,086	\$388,162	\$113,871
Orange	59,933	\$59,933	\$708,844	\$57,276	\$151,288	\$977,341	\$286,711
Orleans	8,698	\$20,000	\$150,993	\$12,201	\$21,956	\$205,150	\$57,650
Oswego	22,299	\$22,299	\$263,736	\$21,310	\$56,289	\$363,634	\$106,675
Otsego	14,523	\$20,000	\$169,402	\$13,688	\$36,155	\$239,245	\$68,519
Putnam	18,429	\$20,000	\$217,965	\$17,612	\$46,520	\$302,097	\$88,162
Rensselaer	31,155	\$31,155	\$368,479	\$29,774	\$78,644	\$508,052	\$149,041
Rockland	59,153	\$59,153	\$699,619	\$56,531	\$149,319	\$964,622	\$282,980
St. Lawrence	21,907	\$21,907	\$259,100	\$20,936	\$55,300	\$357,243	\$104,800
Saratoga	43,943	\$43,943	\$519,726	\$41,995	\$110,925	\$716,589	\$210,217
Schenectady	31,758	\$31,758	\$375,611	\$30,350	\$80,166	\$517,885	\$151,926
Schoharie	7,560	\$20,000	\$150,993	\$12,201	\$19,084	\$202,278	\$56,693
Schuyler	4,386	\$20,000	\$150,993	\$12,201	\$11,072	\$194,266	\$54,022
Seneca	7,717	\$20,000	\$150,993	\$12,201	\$19,480	\$202,674	\$56,825
Steuben	21,915	\$21,915	\$259,195	\$20,943	\$55,320	\$357,373	\$104,839
Suffolk	285,071	\$75,000	\$3,371,613	\$272,433	\$719,602	\$4,438,648	\$1,363,739
Sullivan	16,666	\$20,000	\$197,113	\$15,927	\$42,070	\$275,110	\$79,728
Tioga	11,221	\$20,000	\$150,993	\$12,201	\$28,325	\$211,519	\$59,773
Tompkins	16,042	\$20,000	\$189,733	\$15,331	\$40,495	\$265,559	\$76,743
Ulster	39,054	\$39,054	\$461,902	\$37,323	\$98,584	\$636,863	\$186,829
Warren/Hamilton	17,481	\$40,000	\$339,200	\$27,409	\$44,127	\$450,736	\$127,777
Washington	13,633	\$20,000	\$161,241	\$13,029	\$34,414	\$228,684	\$65,219
Wayne	19,328	\$20,000	\$228,598	\$18,471	\$48,789	\$315,858	\$92,463
Westchester	192,309	\$75,000	\$2,274,491	\$183,784	\$485,444	\$3,018,719	\$919,979
Wyoming	8,211	\$20,000	\$150,993	\$12,201	\$20,727	\$203,921	\$57,240
Yates	5,913	\$20,000	\$150,993	\$12,201	\$14,926	\$198,120	\$55,307
New York City	1,407,635	\$375,000	\$16,648,486	\$1,345,223	\$3,553,282	\$21,921,991	\$6,733,923
Seneca Nation	1,608	\$20,000	\$150,993	\$12,201	\$4,059	\$187,253	\$51,684
St. Regis Mohawk	447	\$20,000	\$150,993	\$12,201	\$1,128	\$184,322	\$50,707
Total	3,684,203	\$2,212,150	\$44,675,941	\$3,609,909	\$9,300,000	\$59,798,000	\$17,992,001

RESOLUTION NO. 406

RESOLUTION AUTHORIZING THE TRANSFER OF ACCELERATED TRANSIT CAPITAL (ATC) FUNDS FROM SHOP EQUIPMENT LINE TO THE DIAGNOSTIC EQUIPMENT LINE

By Legislator Mary Ellen Chesbro:

WHEREAS, Oswego County needs to upgrade their current public transit diagnostic equipment; and

WHEREAS, NYSDOT requires a Resolution to move Accelerated Transit Capital funding from one line to another; and

WHEREAS, Oswego County needs to move \$3,800 from ATC pin# 3829.04.001 "shop equipment" to ATC pin# 3797.31.304 "diagnostic equipment"; and

NOW, THEREFORE, BE IT RESOLVED, on the recommendation of the committee of Economic Development and Planning; and be it further

RESOLVED, that the Chairman of the Legislature is authorized to execute the ATC application adjustments and that the following project is hereby authorized for the diagnostic equipment.

<u>Capital Project</u>	<u>Total Authorization</u>
CP#94-Asset Replacement	\$3800

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1



COUNTY OF OSWEGO Mobility Management

County Office Building • 46 East Bridge Street • Oswego, NY 13126
Phone 315-746-4220 Fax 315-349-8237

TO: Oswego County Legislators
FROM: Heather Snow, Director Mobility Management, Office of Mobility Management
DATE: December 14th, 2023
RE: Public Transportation Diagnostic Equipment

SUBJECT: Accelerated Transit Capital (ATC) funding for Public Transportation Diagnostic Equipment

BACKGROUND:

Current diagnostic equipment being used for public transportation can only diagnose chassis 2015 or older. 7 of the 8 county owned chassis are not able to be properly diagnosed with the current equipment. The equipment is used to diagnose vital systems, providing valuable information about warning lights, airbags, ABS, and more, letting you know which systems might be at risk and the level of urgency.

Proper diagnostic equipment allows for preventative maintenance versus reactive or emergency maintenance on our chassis.

Oswego County has received an Accelerated Transit Capital (ATC) Grant to fund this project. We moved money from another ATC project to cover the additional cost of the diagnostic equipment as this equipment is a higher priority. DOT requires a resolution to transfer funds from one ATC project to another.

FISCAL IMPACT: Simple resolution with no financial impact

RECOMMENDATION:

Approval of resolution to move \$3,800 from ATC pin# 3829.04.001 "shop equipment" to ATC pin# 3797.31.304 "diagnostic equipment".



Department of Transportation

2023
Accelerated Transit Capital Grant Program Application
 APPROVED 10/31/23

PART A: APPLICANT INFORMATION

Applicants must complete all required fields as they appear in the application. Required fields are designated by a preceding asterisk (*).

*Applicant Name: Oswego County	System 1 Name (if different from Applicant Name): Oswego County Public Transit	*NYS GRANTS GATEWAY ID: GDV-OPWDD-005
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APPLICANT CONTACT INFORMATION:

*First Name: Heather	*Last Name: Snow		
*Title: Director of Mobility Management			
*Address: 1 46 E Bridge St.			
Address 2:			
*City: Oswego	*State: NY	*Zip Code: 13126	*Phone #: (315) 746-4220
*Web Address: https://www.oswegocounty.com	*E-mail: heather.snow@oswegocounty.com		

Check here if Business address and Contact address are the same. If not, please provide the Business address below:

PART B: FUNDING SUMMARY TABLE

*Enter the total amount of Accelerated Transit Capital (ATC) Program funding allocated to your entity (not under contract), and the amount of funding applied for in this application (by year) in the shaded cells below. All prior SFY funds must be applied for before using the SFY 2022/23 allocation. The entries in the "Amount Remaining" column are automatically calculated as the difference between funds allocated and applied for in this application.

SFY	Total ATC Program Funding Available for Use From Allocation	Amount Applied in this Application	Amount Remaining
SFY 15/16	\$ 0	\$ 0	\$ 0
SFY 16/17	\$ 0	\$ 0	\$ 0
SFY 17/18	\$ 0	\$ 0	\$ 0
SFY 18/19	\$ 11,709	\$ 3,800	\$ 7,909
SFY 19/20	\$ 99,958	\$ 0	\$ 99,958
SFY 20/21	97,043 \$ 0	\$ 0	97,043 \$ 0
SFY 21/22	\$ 26,739	\$ 0	\$ 26,739
SFY 22/23	\$ 92,153	\$ 0	\$ 92,153
SFY 23/24	\$ 97,365	\$ 0	\$ 97,365
Total	424,967 \$ 327,924	\$ 3,800	421,167 \$ 324,124

2023 *Enter the number of projects to be included in this Application. You can use this form for up to 8 projects. 1

PART C: DETAILED PROJECT INFORMATION

Select Project number (1, 2, 3) from the drop-down box to identify your project. In the Project Name box, provide a brief name of the project, e.g. Purchase 6 Clean Diesel Buses, then select the appropriate status of the project from the drop-down box. Based on the Project status selected, the form allows the attachment of the original application by checking the box to attach a file. Enter the project service life according to industry standards. Note that projects funded with ATC Program funding must, minimally, have an average 5 year service life.

*Project No. *Project Name:

*Project Status Description: *Attach Original Application *Project Useful Life (in years):

*Using the FTA Scope and Activity Line Item (ALI) codes, enter a detailed description of the project to be funded. Space is limited to the visible area.

Please apply \$3,800 (SFY 18/19; Scope# 114-00, ALI# 11.42.20-cancelled project) towards the diagnostic equipment project. The total cost of the diagnostic equipment is \$12,500. These additional funds will cover the total cost of this project. Our current diagnostic equipment can only diagnose 2015 vehicles or older. *\$16,300.*

*Select the response that best describes the project. Enter project details below:

*Project Schedule: Enter the PIN Number in the following format (XXXX.XXX.XXX). Click in the box to select the appropriate date from the drop down calendar.

Project PIN	Specifications Completed	Bid Opening(s)	Contract(s) Award	Start Date (Beneficial Use)
379731.304				12/31/2023
Percentage of Funds to be Drawdown	25%	50%	75%	100%
Estimated Drawdown Request Dates:				01/31/2023

*Select Funding Option for this Project:

*Complete the Funding Table below for this project. Enter information in the shaded cells that correspond to the appropriate SFY funds being used for the project. All other cells calculate values based on entries.

Applicable SFY Funding	Fund Distribution for Project	Total Project Cost	\$ 16,300
2015/16	\$ 0	Amount Applied	\$ 3,800
2016/17	\$ 0	Net Project Cost	\$ 12,500
2017/18	\$ 0	Federal Funds	\$ 0
2018/19	\$ 3,800	State Omnibus Match	\$ 0
2019/20	\$ 0	Required Applicant Match	\$ 0
2020/21	\$ 0	Displaced Local Share	\$ 0
2021/22	\$ 0		
2022/23	\$ 0		
2023/24	\$ 0		
Total Applied	\$ 3,800	Applicant Overmatch	\$ 12,500

Include
Displaced-Local
Required Local

Attach Supporting Funding Source Documents

PART D: APPLICATION SUBMISSION

By checking this box, the applicant certifies that the ATC Program funding applied for herein adheres to the Application Instructions and Guidance.

Signing the Application: The Sponsor's Chief Executive Officer (or designee) authorized to enter into an agreement with the New York State Department of Transportation must sign this application. The person signing the agreement should be the same person empowered to accept federal funds on behalf of their agency.

Applicant Signature:

Applicant Date:

Submitting the Application:

Applications must be submitted no later than **August 21, 2023**.

Attach any additional supporting documentation.

Click button to submit by Email

publictransportation@dot.ny.gov

FOR NYSDOT USE ONLY:

Approved as requested Approved with modification(s) Not eligible

As applicable, in the Notes Section clearly indicate what modifications to the applications are necessary to be made by the Applicant. If an application is found to be not eligible, clearly describe the conditions that preclude the application from consideration in this funding opportunity.

Notes: - TOTAL COST \$16,300
- TOTAL ATC AVAILABLE \$421,167 (ONLY 20/24 mission)"/>

Signature:

Date:

Part A - Diagnostic Equipment (scan tool) – Quotes

- 1a): Snap-On – Priority Choice Diagnostic Scan Tool Quote: \$13,680
 2a): Mac Tools – Diagnostic Scan Tool Quote: \$13,849
 3a): Matco Tools – Diagnostic Scan Tool Quote: \$17,830

Part A: 1A & 1B (Priority Choice)

1a): Snap-On: Scan tool for diagnostics Codes vehicle Vin numbers etc.

Part #	Qty	Description	Line Type	Price	Discount	Total	Tax
EEMS348ZPP	1	ZEUS PARTNERSHIP PROGRAM	Sale	13,680.00	0.00	13,680.00	0.00
Notes: Part number is tax Exempt.							
EEMS348L	1	ZEUS AND FTA W 3YR PLAN AND EW	Sale	5,349.00	849.00	4,500.00	0.00
Notes: Part number is tax Exempt.							
KICK THE COMPETITION	-1	PROMOTIONAL DISCOUNT	Trade In	1,500.00	0.00	-1,500.00	0.00
Notes: Part number is tax Exempt.							
USED SCAN TOOL	-1	USED SCAN TOOL	Trade In	500.00	0.00	-500.00	0.00
Notes: Part number is tax Exempt.							
CUSTOMER LOYALTY	-1	CUSTOMER LOYALTY DISCOUNT	Trade In	2,500.00	0.00	-2,500.00	0.00
Notes: Part number is tax Exempt.							
• Wear safety goggles						SubTotal	13,680.00
							0.00

1b): Solera: (Priority Choice) Fix it app EX: Use - Detail on the depth of repair/solution via digital library for specification, wiring schematics PM services manufacture recommendations.



QUOTE

Identifix Inc.
 PO BOX 856618
 Minneapolis, MN 55485-6618
 Phone: (469) 518-1242
 Vendor #: 148901

BILL TO
 Agency: **Oswego County Opportunities**
 Attention: Mat Miceli
 Address: 74 Pierce Dr
Fulton, New York 13069
 Phone: (315)598-4713

QUOTE #	DATE
1738837-22	8/21/2023

CUSTOMER ID	Account Manager
TBD	

PO #	TERMS
TBD	

Term Agreement: Three Calendar Year from Start Date

DESCRIPTION	MOS.	Month Price	AMOUNT
Direct Hit Pro: 3 Year Subscription Paid All Up Front.	36	149.00	5,364.00

Part 1a & 1b are the best sources to integrate with existing Snap-On hardware and cabinet.

Part A – provides 10 plus years of technical support.

Part B - Has confirmed fix app and Heavy-duty resource for Freightliner and Lot-I buses series.

2a Scan tool

Mac Tools		Quote				
<p>FROM: Scott Spencer Spencer Services 42 Minckler Rd Mexico NY, 13114</p>	<p>TO: OCO Transportation Services 74 Pierce Drive Fulton NY, 13069</p>					
<p><u>Mac Quote #</u> 302</p>	<p><u>Quote Created</u> 9/6/2023</p>					
		PAGE 1 OF 1				
<u>QTY</u>	<u>TYPE</u>	<u>ITEM NUM</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>SALE PRICE</u>	<u>LINE TOTAL</u>
1	Sale	ET9200ELITE	ELITE SCAN TOOL	\$5,999.99	\$5,999.99	\$1,999.99
1	Sale	ET9200-DOCK	ET9200 DOCKING STATION	\$349.99	\$349.99	\$349.99
3	Sale	ET9200E-UPD	ET9200ELITE SW UPDATE	\$1,499.99	\$1,499.99	\$7,499.95
						SUBTOTAL: \$13,849.93
NOTES:						SALESTAX: \$0.00
						QUOTE TOTAL: \$13,849.93

3a Scan tool



Matco Tools
TANNISHA WEST
Authorized Distributor of Matco Tools

*** QUOTE ***

OPEN Invoice: 63
Date: 8/31/2023
11:37 AM
Page: 1

<p>Customer:</p> <p>Shop Account Oco (44) Oco</p>

<p>Distributor:</p> <p>TANNISHA WEST 1106 COUNTY ROUTE 38 PARISH, NY 13131 Business Phone: (315) 617-2626 Cell: (315) 617-2626 eMail: westtannisha@gmail.com</p>
--

Item	Qty	Item Description	Amount	Comment
MDMAXSCOPEA	1	MAXIMUS VIDEOSCOPE	129.95	
MDMAX4CLCARD	2	MDMAX4 CARLINE SOFTWARE CARD	2,699.90	
MDAMP	1	AMP CLAMP KIT	699.95	
MDMAX4HDCARD	2	MDMAX4 HEAVYDUTY SOFTWARE CARD	2,899.90	
MDMAX4SCREEN	1	MAXIMUS 4.0 SCREEN PROTECTOR	29.95	
MDMAXSENSOR	1	SENSOR FOR MDMAX4	899.95	
MDMAX4CLHD	1	MDMAX4 CARLINE HEAVY DUTY SET	9,149.95	Activation Code: 4pd8-5710-dw-3Lmo-6voo
		4pd8-5710-dw-3Lmo-6voo		

Purchases: 16,509.55
 Tax: 1,320.76
 Invoice Total: 17,830.31

Part B - Software quotes: 2 to 3 Year software



QUOTE

Identifix Inc.
PO BOX 856618
Minneapolis, MN 55485-6618
Phone: (469) 518-1242
Vendor #: 148901

QUOTE #	DATE
1738837-22	8/21/2023

BILL TO
Agency: **Oswego County Opportunities**
Attention: Mat Miceli
Address: 74 Pierce Dr
Fulton, New York 13069
Phone: (315)598-4713

CUSTOMER ID	Account Manager
TBD	

PO #	TERMS
TBD	

Term Agreement: Three Calendar Year from Start Date

DESCRIPTION	MOS.	Month Price	AMOUNT
Direct Hit Pro: 3 Year Subscription Paid All Up Front.	36	149.00	5,364.00

Solera: **(Priority Choice)** Fix it app with Snap On Scan Tool EX: Use - Detail on the depth of repair/solution via digital library for specification, wiring schematics PM services manufacture recommendations.

Has confirmed fix app and Heavy-duty resource for Freightliner and Lot-I buses series.

Part B - Software quotes: 3 Year software – Continued



QUOTE #123

Attention: *Mat Miceli*

User Site Location- *OCO Transportation, 74 Pierce Dr, Fulton, NY 13069*

Please see below for updated pricing quote reflected as a yearly amount

PRODUCT	PRICE
ALLDATA REPAIR (3 Users)	\$1500
3 Year Contract Total	\$4,500

ALLDATA

Limited resources for heavy duty chassis such as Freightliner and Lot-I chassis.

Make Checks Payable to MITCHELL 1
 From the U.S.: MITCHELL 1 29029 Newark Place Chicago, IL 60673-1250
 From Canada: MITCHELL 1 P.O. Box 16368 Station A Toronto, ON M8W 1C1 Canada
 Federal ID No.: 33 0734307 GST No.: 895262094RT0001
 Correspondence to: MITCHELL 1 18067 Balboa Street, San Diego, CA 92127-3600 Fax (888) 724-6742



US/CN ORDER FORM with Order Terms

ORDER # _____

NEW ACCOUNT? Yes No Has Info Changed? SHIP TO Rep Customer Other

SHIP TO #	314463	CRP ID	ASSOC MEMBER #	POG or Lead #	DATE	08/28/23
CO NAME	OCO Transportation			OUT OF TERRITORY? (if yes, needs RSM approval) Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		
ATTENTION	Mat Miceli			FIELD REP # (8 digit account)		
ST ADDRESS	74 Pierce Dr			FIELD REP NAME		
CITY, ST, ZIP	Fulton, NY			TM #	T7272	TM Rep Name Jacob Clare
PH#	3158576146	FAX#	EMAIL: MatMiceli83@gmail.com			

Bill to address is the same? If not, complete the following section.

BILL TO #	CO NAME
ATTENTION	
ST ADDRESS	
CITY, ST, ZIP	

PRODUCT	QTY	NEW/REN	Subscription Code	Term	Price**
TechWorks Plus	1	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> REN	Non-Profit	24	\$ 3,625.00

Mitchell

Heavy duty -yes – But, not so user friendly from experience.

Attachment 3 to Schedule A

Dated:

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Oswego County

Comptroller's Contract #: C004132 Contract period: 1/1/2017 to 12/31/2025

AGREEMENT PURPOSE: Main Agreement Administrative Correction Additional Available Funds

GENERAL PROJECT DESCRIPTION

Section 5311 Capital - 2018

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Oswego County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - %	*State Share %	Local Share %	Source State Approp	Project End Date	Useful Life	
3797.31.001	Diagnostic Equipment Project	ATC-18-OSW-00	2 - 2	\$3,800	\$0	Admin 0	\$3,800 100	\$0	0 Transit - ATC	12/2023	10 yrs	
Attachment Total:										\$0	\$3,800	\$0

* With NYS DOT concurrent, the state shares may be interchanged among PINs within the Schedule and total State share

** If DOT-PAY is listed under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement.

Amount of the Grant is for the State and Federal shares
 Maximum Payable amount for Contract C004132 - \$3,292,914.00
 Current Encumbered Amount - \$1,375,315.00

Comptroller's Contract #: C004132

Oswego County

Section 5311 Capital - 2018

Attachment 3 to Schedule A

GRANTEE:

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

By: _____

Title: _____

Print Name: _____

Date: _____

NYSDOT:

By: _____

Date: _____

On this _____ day of _____, 20____ before me personally came
and say that he/she resides at _____ to me known, who, being by me duly sworn did depose
he/she is the _____ of the Municipal/Sponsor Corporation
described in and which executed the above instrument, and that he/she signed his/her name to
thereto by like order.

Notary Public

2019 Section 5311 Addition of Available Funds Check List

Required of all Sponsors and Sub-Recipients	
Two (2) Attachments, each with Original Signatures and Notarized	
Two (2) Resolutions, each with Original Signatures, Official Seals and Notarized	

Helpful Links	
Payment request forms can be found at the following link: https://www.dot.ny.gov/divisions/policy-and-strategy/public-transportation/rural-programs/5311/forms	
NYSDOT Office of General Services (OGS) Award 22945 Extension of Use Approval Form: https://www.ogs.ny.gov/purchase/spg/pdfdocs/4052322945ExtensionOfUse.pdf	

RESOLUTION NO. 407

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FOR
THE DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM
AND PLANNING- SNOWMOBILE TRAIL GRANTS**

By Legislator Mary Ellen Chesbro:

WHEREAS, snowmobiling is an important wintertime activity in Oswego County;
and

WHEREAS, reimbursing the clubs for their trail maintenance activities in a timely
fashion allows them to stay current with their responsibilities; and

NOW, upon recommendation of the Economic Development & Planning Committee
and with approval of the Finance and Personnel Committee of this body; be it

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to
execute any and all documents that may be necessary to access and disburse these funds; and
be it further

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer
the funds from and to the accounts as shown on the attached budget modification request;
and be it even further

RESOLVED, that a certified copy of this resolution delivered to the County
Treasurer and Budget Officer shall be his authority to affect such transfer and make such
adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 21 NO: 1 ABSENT: 2 ABSTAIN: 0 VACANT: 1

Authorized Budget Modification

Res. 407 of 2023

A8020 437150

(\$263,454.00)

A8020 546500

\$263,454.00



Tim Stahl
Director

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292
FAX (315)349-8279

Daniel Breitweg
Deputy Director

Donna B. Scanlon
Office of Community
Development Programs

Kelly Allen
Office of Housing Assistance


Heather Snow
Office of Mobility
Management


INFORMATIONAL MEMORANDUM

- SUBJECT:** Accept and Disburse 2023-2024 Snowmobile Trail Maintenance Grant Funds
- PURPOSE:** This resolution will authorize the Chairman to accept and disburse State funds that have been allocated to fund our ten snowmobile clubs under the 2023-2024 NYS Snowmobile Trail Grant Program and allow the Oswego County Department of Community Development, Tourism and Planning to distribute \$263,454 to the clubs. The resolution also authorizes the Chairman of the Legislature to enter into contracts with the State of New York and each of the ten clubs in Oswego County for the use of these funds and authorizes the Treasurer to modify the budget accordingly.
- SUMMARY:** Oswego County has been the pass-through agency for this program since 1987. The funds are provided for trail maintenance and other activities approved by the Snowmobile Division of the NYS Office of Parks, Recreation and Historic Preservation.
- FISCAL IMPACT:** None to the County
- RECOMMENDED ACTION:** The Committee on Economic Development & Planning in concert with the Committee on Finance & Personnel authorize these actions.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT		
A8020	437150	STP-STATE				(\$263,454.00)
			A8020	546500	Snowmobile Trail Program- Other	\$263,454.00


 DEPARTMENT HEAD
 DATE: 12/11/23


 COUNTY ADMINISTRATOR

 CHAIRPERSON

*DIRECTOR OF HUMAN RESOURCES DATE _____

*If Personnel Services are impacted COUNTY TREASURER DATE _____

RESOLUTION NO. 408

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
HEALTH DEPARTMENT—TO INCREASE FUNDS IN PRESCHOOL OTHER
SUPPLIES AND EXPENSE**

By Legislator James Karasek:

WHEREAS, to increase funds in Preschool Other Supplies & Expense for Preschool Special Education (CPSE); and

WHEREAS, due to a late claim submission of a 2022 Fiscal Year payment, a new eligible district for Fiscal Year 2023, and increased costs the program requires an additional \$90,500 to fully reimburse Fiscal Year 2023 CPSE costs; and

NOW, upon recommendation of the Health Committee and with approval of the Finance and Personnel Committee of this body, so be it

RESOLVED, the Health Committee to approve and recommend increasing the Preschool Special Education Other Supplies & Expense and the corresponding budget modification; and

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments and all documents that may be necessary to access and reallocate these funds

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 408 of 2023

A2960 546500	(\$36,653.00)
A2960 432700	(\$53,847.00)
A2960 545500	\$90,500.00

**INFORMATIONAL MEMORANDUM**

- Subject:** Committee on Preschool Special Education (CPSE) Costs
- Purpose:** To increase funds in Preschool Other Supplies & Expense.
- Summary:** Section 4410 of NYS education Law authorizes school districts to receive reimbursement from counties for reasonable and necessary CPSE administrative costs incurred for preschool students. Historically, school districts have not been consistent in charging counties for their administrative costs. Each year, there has been at least one school district who does not bill. In 2016, all but 1 school district started billing us on a consistent basis. That district has begun billing us in 2023. The State typically sends out the current Fiscal Year approved district expenses in October or November each year.
- Due to a late claim submission of a 2022 Fiscal Year payment, a new eligible district for Fiscal Year 2023, and increased costs the program requires an additional \$90,500 to fully reimburse Fiscal Year 2023 CPSE costs.
- Fiscal Impact 2023:** Increase of \$90,500 in Preschool Other Supplies & Expense and increase of \$53,847 in State Aid. The remainder is offset from unused funds in the Preschool Division. No change in local share.
- Fiscal Impact 2024:** The 2024 budget request contained funds to reimburse all 9 districts, including a slight anticipated increase in expenses.
- Recommended Action:** The Health Committee to approve and recommend increasing the Preschool Other Supplies & Expense and the corresponding budget modification.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

12.14.2023

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT		
A2960	546500					(36,653.00)
A2960	432700				Preschool: Other Payments	
					Preschool: St Aid Educate HC	(53,847.00)
			A2960	545500	Preschool: Other Supplies & Expense	90,500.00
					Increase Preschool CPSE Costs	

[Signature] Department Head Date 12.5.23

[Signature] County Administrator
[Signature] Chairperson

12703 DATE 12.5.23

Director of Human Resource Date

County Treasurer DATE

RESOLUTION NO. 409

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
HEALTH DEPARTMENT--TO TRANSFER FUNDS FROM THE INSURANCE
RECOVERY FUND TO CAPITOL PROJECT NO.134**

By Legislator James Karasek:

WHEREAS, to transfer \$718.81 from the Insurance Recovery Fund to Capitol Project No. 134; and

WHEREAS, a supplemental insurance check has been received for the claim from the theft incident at Silk Road in 2022. The original insurance payment was received at the beginning of 2023. This supplemental claim covered reimbursement of stolen items that were replaced; and

NOW, upon recommendation of the Health Committee and with approval of the Finance and Personnel Committee of this body, so be it

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments and all documents that may be necessary to access and reallocate these funds.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 409 of 2023

A 1325 426800
H 529000 134

(\$718.81)
\$718.81



INFORMATIONAL MEMORANDUM

- Subject:** Request for Budget Modification for Silk Road Landfill.
- Purpose:** To transfer funds to CP#134 from the Insurance Recovery Fund.
- Summary:** Silk Road Landfill falls under the jurisdiction of the USEPA. Maintenance & site security are required for the site to remain compliant with EPA O&M guidelines. A supplemental insurance check has been received for the claim from the theft incident at Silk Road in 2022. The original insurance payment was received at the beginning of 2023. This supplemental claim covered reimbursement of stolen items that were replaced. This request is being made to transfer \$718.81 from the Insurance Recovery Fund to CP#134.
- Recommended Action:** The Health Committee recommend that the Finance and Personnel Committee approve the attached budget modification and send it to the full Legislature for final approval.

RESOLUTION NO. 410

RESOLUTION AUTHORIZING THE INCREASE OF BUDGET IN THE HEALTH DEPARTMENT TO INCREASE VACCINE ADMINISTRATION FEES

By Legislator James Karasek:

WHEREAS, the administration fee for vaccines has not been increased since 2012. We are requesting to increase the rate from \$20 to \$25 for the first vaccination and \$10 to \$15 for subsequent vaccinations given in the same visit; and

NOW, upon recommendation of the Health Committee and with approval of the Finance and Personnel Committee of this body, so be it

RESOLVED, that this body authorizes the approval of the new vaccine administration fees; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments and all documents that may be necessary to access and reallocate these funds.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1



Informational Memo

Subject: 2024 Vaccine Administration Fee Increase

Purpose: Set 2024 vaccine administration fees.

Summary: The administration fee for vaccines has not been increased since 2012. We are requesting to increase the rate from \$20 to \$25 for the first vaccination and \$10 to \$15 for subsequent vaccinations given in the same visit.

2024 Fiscal Minimal impact on self-pay revenue, unknown how private insurance revenue will be affected at this time.

Recommended

Action: The Health Committee recommends approval by the full Legislature of the attached resolution.

RESOLUTION NO. 411

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE- UNAPPROPRIATED FUND BALANCE TO LANDFILL AND TRANSFER STATIONS OTHER EQUIPMENT

By Legislator Paul House:

WHEREAS, The Department of Solid Waste has test run a slow speed grinder to process construction and demolition materials, mattresses, and tires, the test provided a more homogenous mixture for both fuel at the Energy Recovery Facility, and will provide a better material mix to improve the compaction rate for the materials placed at the Bristol Hill Landfill; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds from and to the accounts shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

CL 159900
CL8160 526000

Res. 411 of 2023

(\$915,000.00)
\$915,000.00



Oswego County Department of Solid Waste

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Laurie Mangano-Cornelius, Chair
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Budget Modification-Other Equipment- New Slow Speed grinder

DATE: Nov 17, 2023

The Department of Solid Waste requests a budget modification to transfer Nine hundred fifteen thousand dollars (915,000.00) from its unappropriated funds to its Other Equipment account (CL8160.5260). The purpose of the transfer will be to effectuate the purchase of a new slow speed grinder.

Solid Waste currently does not have a grinder, this will be a new addition to the fleet of heavy equipment in the department. We tested this grinder on Nov 7th for the entire day, processing approx. 800 mattresses, 700 tires, 80 railroad ties, and C+D waste. This unit has a magnet and side conveyor to pull ferrous metal out of material after its processed. This will reduce the wear and tear on the ERF incinerators, and conveying equipment as there will be less metals going through the system, it will also reduce the ferrous metals being placed in the landfill. This machine will allow us to burn the processed mattress materials, C+D and tires as a more homogenous mixture at the ERF, and will greatly improve our compaction rates at the landfill, utilizing our airspace more efficiently.

Accordingly, the Department is requesting a budget transfer to cover the purchase of this machine to keep us moving in a positive direction and improving our overall efficiency.

RESOLUTION NO. 412

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 23-HW-014 – DESIGN SERVICES FOR CR 28 BRIDGE OVER SOUTH
BRANCH GRINDSTONE CREEK**

By Legislator House:

WHEREAS, the County issued a request for proposal for a vendor to provide Design Services for County Route 28 Bridge over South Branch Grindstone Creek, BIN 3313750; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 23-IIW-014) from multiple qualified firms to provide Design Services; and

WHEREAS, the Oswego County Highway Department and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Barton & Loguidice, D.P.C., Liverpool, NY 13088 meets the County's needs; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Infrastructure, Facilities and Technology Committee that the County of Oswego awards the professional service contract for providing Design Services, to Barton & Loguidice, D.P.C., 443 Electronic Parkway, Liverpool, NY 13088 at an approximate cost of \$79,000.00; and be it further

RESOLVED, that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1



OSWEGO COUNTY PURCHASING

46 E Bridge Steet, Oswego NY 13126
 Phone (315)326-6050 Fax (315)342-2468
 Email: Purchasing@OswegoCounty.Com

RFP 23-HW-014 – Designs Service for County Route 28 Bridge over South Branch Grindstone Creek BIN 3313750, Town of Richland

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC
Barton & Loguidice	443 Electronics Parkway Liverpool, NY 13088	\$79,000.00	89%	X X X X X
C&S Engineers, Inc.	499 Col. Eileen Collins Blvd. Syracuse, NY 13212	\$133,292.00	78.67%	X X X X X
Foit-Albert Associates	295 Main St. Suite 200 Buffalo, NY 14203	\$130,600.00	76.67%	X X X X X

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 23-HW-014 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on September 19, 2023. It was also sent directly to the eleven (11) following vendors:

Aubertine Currier	Barton and Loguidice	BCA A&E	C&S Engineers
CHA Consulting	EDR	Foit-Albert	Plumley Engineering
Prudent Engineering	Ram Tech Engineers	Shumaker Engineering	

Number of Responses: Three (3)

BARTON & LOGUIDICE	Pro <ul style="list-style-type: none"> • Experienced • Provided project approach. • Founded in 1961. Con <ul style="list-style-type: none"> • NONE
--------------------	--

C&S ENGINEERS	Pro <ul style="list-style-type: none"> • Project approach provided. • Founded in 1968 Con <ul style="list-style-type: none"> • Cost
FOIT-ALBERT ASSOCIATES	Pro <ul style="list-style-type: none"> • Founded in 1977 Con <ul style="list-style-type: none"> • No project approach provided. • Cost

Proposals Reviewed By:

Chris Baldwin, Shawn Walker, Joe Pritchard

Evaluation Summary: The evaluation committee reviewed and rated each proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to **Barton & Loguidice**.

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

Evaluation Comparison
RFP 23-HW-014 Design Services for CR 28 Bridge

Total Points	Evaluation Criteria	B & L			C & S			Foit - Albert		
		C.B.	J.P.	S.W.	C.B.	J.P.	S.W.	C.B.	J.P.	S.W.
40	Evaluator Experience & Capabilities	35	35	32	35	38	30	35	37	30
30	Management Outline and Project Approach	28	25	25	25	23	20	25	20	20
10	Business & Organization	8	10	9	8	9	8	8	5	7
20	Cost	20	20	20	15	15	10	15	18	10
100	Total Points	91	90	86	83	85	68	83	80	67
Rating per Evaluation		89.0			78.67			76.67		

C.B. = Chris Baldwin

J.P. = Joe Pritchard

S.W. = Shawn Walker

RESOLUTION NO. 413

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO INCREASE
CAPITAL PROJECT NO. B0521 COUNTY ROUTE 28 BRIDGE OVER SOUTH
BRANCH GRINDSTONE CREEK**

By Legislator Paul House:

WHEREAS, this body has established Capital Project No. B0521 with a maximum authorization of \$50,000; and

WHEREAS, this increase is necessary to progress this project through the design phase. The increase is based on the Requests for Proposals (RFP 23-HW-014) from multiple quality engineering consultant firms to provide design services; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$29,000 from the Capital Reserve No. 16 to Capital Project No. B0521 – to fund the design phase for the replacement of CR 28 bridge over South Branch Grindstone Creek.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 413 of 2023

H 450310 B0521

(\$29,000.00)

H529000 B0521

\$29,000.00



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of Capital Project No. B0521 for the purpose of replacing the CR 28 Bridge over South Branch Grindstone Creek in the Town of Richland, BIN 3313750, County of Oswego.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize Capital Project No. B0521 to be increased by \$29,000 to an authorization level \$79,000 through a transfer from Capital Reserve No. 16.

SUMMARY: This increase is necessary to progress this project through the design phase. The increase is based on the Requests for Proposals (RFP 23-HW-014) from multiple quality engineering consultant firms to provide design services.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project No. B0521.

Shawn Walker
Highway Superintendent

Date

RESOLUTION NO. 414

RESOLUTION ACCEPTING A GRANT OFFER FROM AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION CONCERNING THE OSWEGO COUNTY AIRPORT PIN NUMBER 3904.04

By Legislator Paul House:

WHEREAS, the County of Oswego owns and operates the Oswego County Airport in Volney, New York; and

WHEREAS, New York State notified the County of Oswego of a grant offer to purchase two (2) new aviation refueling trucks; and

WHEREAS, the maximum obligation of the New York State Department of Transportation payable under this offer is \$458,521.00 representing 90% of the allowable costs for this project; and

WHEREAS, the acquisition of these two new refueling trucks is consistent with the Airport Master Plan; and

NOW, upon the recommendation of the Infrastructure and Facilities Committee of this body, with the approval of the Finance and Personnel Committee, it is hereby

RESOLVED, that the County of Oswego hereby accepts the Grant Offer (PIN 3904.04) from the New York State Department of Transportation; and be it further

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute the annexed Grant Agreement with the New York State Department of Transportation in an amount not to exceed \$458,521.00.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 20 NO: 2 ABSENT: 2 ABSTAIN: 0 VACANT: 1



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

- SUBJECT:** Authorization for the Chairman of the Legislature to execute a grant offer from NYSDOT to purchase two new aviation refueler trucks for the Airport.
- PURPOSE:** To recommend that the Infrastructure, Facilities and Technology Committee and the Oswego County Legislature approve authorization of the Chairman of the Legislature to enter into an agreement with the NYSDOT to accept funding.
- SUMMARY:** The Airport received a grant offer from the NYSDOT to purchase two new fuel trucks for the purpose of selling and dispensing aviation fuel into aircraft. This grant offer is in the amount of \$458,521, and will cover 90% of the anticipated total project cost of \$509,468 with the remaining local share of 10% (\$50,947) coming from the County's Auto Equipment Reserve account. The existing fuel trucks are 31 and 42 years old.
- RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee and the Oswego County Legislature to authorize the Chairman of the Legislature to enter into this agreement to accept funding.

AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Oswego (the "Municipality/Sponsor") with its office at Oswego, NY

This agreement identifies the party responsible for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement as Acquire Aviation Fuel Trucks at Oswego County Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

WITNESSETH:

WHEREAS, Section 14-l of the Transportation Law authorizes the NYSDOT Commissioner to implement the Airport Improvement and Revitalization Program; and

WHEREAS, pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS, the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS, the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

WHEREAS, the Sponsor is not a sectarian institution,

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:
 - Agreement: This document titled "Aviation Project Funding Agreement";
 - Schedule A-1: Description of Project and Funding;
 - Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility;
 - Appendix A: Standard Clauses for New York State Contracts;
 - Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
 - Appendix B - Minority and Women-Owned Business Enterprises (M/WBE) – Service-Disabled Veteran Owned Businesses (SDVOB) - Equal Employment Opportunity (EEO) Policy Statement

- Resolution(s) – duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement, or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall provide its share of the cost of the Project, if any. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance by the amount of such federal assistance, and the Sponsor shall pay to the state the amount by which the state payment actually made exceeds the state financial assistance determined by the recalculation, if any.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible costs shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project.

6.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the lesser of:

(a) the amount stated in Schedule A-1 for the State share of Project Costs; or

(b) amounts described in the preceding paragraph (a), less any duplicative funding of the same Project costs from other State sources.

6.4 *Debt Financing by Sponsor.* Grant monies shall not be used to pay for interest, issuance costs or reserves in connection with the issuance of debt by Sponsor to fund the Project, but may repay principal indebtedness incurred to fund eligible Project costs.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse eligible Project costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that payment requests do not duplicate reimbursement of Project costs being funded from other sources.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited, to the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" manual (available through NYSDOT's web site at: <https://www.dot.ny.gov/plafap>), and as such may be amended from time to time.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties, and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties hereto or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to

establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* The Project and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall only remain in effect so long as State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability; Indemnification.*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

18.2 To the fullest extent permitted by law, the Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees contractors, subcontractors or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or

employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Sponsor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Sponsor is a municipality that self-insures, an endorsement for such self-insurance covering all operations under this Agreement whether performed by it or sub-contractors. Before commencing the work, Sponsor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this Article, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein;

20.2 *For construction and operating support projects,* Comprehensive General Liability Insurance insuring Sponsor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$1 million per occurrence/\$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

20.5 *Protective Public Liability Insurance.* With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000 Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

21. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

22. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement.

23. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

24. *E-Mail Provision Notice.*

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-5008
Facsimile Number: 518-457-9779
E-Mail Address: keely.bannister@dot.ny.gov

County of Oswego

Name: Mr. Shawn Walker
Title: Highway Superintendent
Address: 31 Schaad Drive, Oswego, NY 13126
Telephone Number: (315) 349-8331
Facsimile Number:
E-Mail Address: Shawn.Walker@OswegoCounty.com

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

25. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

26. *Proposed Increase Clause.* Any change in this contract term, or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change to this agreement. Scope changes requested of OSC after the fact may be denied.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements thereunder relating to equal employment opportunity, and utilization goals and

contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a **Sponsor** shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

27.1.2 *M/WBE and SDVOB Goals.* The **Sponsor** must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-Owned Business Enterprises-Service Disabled Veteran Owned Businesses – Equal Employment Opportunity Policy Statement".

27.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at: <https://www.dot.ny.gov/main/business-center/civil-rights/>

Assigned M/WBE and SDVOB goals must be included in the **Sponsor's** proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

27.1.4 *Good Faith Efforts.* If a **Sponsor** fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

27.1.5 *M/WBE and SDVOB Compliance Reports.* The **Sponsor** shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 15th day of the immediately preceding month. The **Sponsor** must apply for access to EBO at the following website: <https://www.dot.ny.gov/dotapp/ebp>.

27.1.6 *Failure to Comply.* If the **Sponsor** fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The **Sponsor** must ensure that any contract it awards under this Agreement has a Minority and Women-Owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the **Sponsor's** contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts funded in whole or in part by this agreement, to which contract goals are established by NYSDOT.

27.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in "CAPITAL PROJECT GUIDELINES"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's Standard Specifications §102-11 *Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.
<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

27.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the **Sponsor** as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

27.2 *New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

28. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Aviation Project Funding Agreement - Schedule A-1

OSC Contract # _K007569

Project Commencement Date 10/20/23

Project Completion Date: 10/19/28

AGREEMENT PURPOSE **MAIN** Agreement **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

Grant Agreement

PROJECT TYPE:
Capital Improvement

PROJECT IDENTIFICATION NUMBER: 3904.04

The existing aircraft refueling trucks have greatly exceeded their useful service life and require replacement.

The sponsor attests that the above Project has a useful service life of 10 years.

Estimated Expenditure Activities (Planning, Design, etc) as per original submitted application

Location: Oswego County Airport

Owner/Operating and Maintenance Responsibility: County of Oswego

Type of Airport Organization:

Municipality Public Authority Not-for-Profit Corporation Public Benefit Corporation

Business Corporation Partnership Proprietorship _____

B. SUMMARY OF ELIGIBLE PROGRAM COSTS			
AIR'99 FUNDING		OTHER NECESSARY FUNDING	TOTAL
GRANT	LOCAL SHARE		
\$458,521.00	\$50,947.00	\$ 0.00	\$509,468.00

Project is: (check which applies) part of an approved airport layout plan, OR
 consistent with an approved airport layout plan

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|--------------------------|
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for County of Oswego adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Oswego County Airport.

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnyccontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007569) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY22-23 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

County of Oswego

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).

Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).

Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).

Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).

Type II Action

Ministerial Act

Exempt Act

PROJECT DESCRIPTION

The existing aircraft refueling trucks have greatly exceeded their useful service life and require replacement.

Authorized Signature

Title

Date

RESOLUTION NO. 415

**RESOLUTION ESTABLISHING CAPITAL PROJECT NUMBER 0423
OSWEGO COUNTY AIRPORT – AIRPORT FUEL TRUCKS**

By Legislator Paul House:

WHEREAS, the County of Oswego has accepted a New York State Department of Transportation Grant (NYSDOT) (PIN PROJECT NUMBER: 3904.04) in the amount of \$458,521.00 for the acquisition of two (2) new aviation refueler trucks to be used at the Oswego County Airport; and

WHEREAS, this NYSDOT grant is ninety (90) percent New York State funds (\$458,521.00) and has a local county share of ten (10) percent (\$50,947.00) for a total project cost of \$509,468.00; and

NOW, upon the recommendation of the Infrastructure and Facilities Committee of this body, with the approval of the Finance and Personnel Committee, it is hereby

RESOLVED, that the Treasurer be, and is hereby, authorized to transfer the sum of \$50,947.00 from Auto Equipment Reserve to Capital Project Number 0423 Oswego County Airport Fuel Trucks and that the following capital project is hereby authorized for the maximum expenditure as indicated hereinbelow:

<u>Capital Project No.: 0423</u>	<u>Total Authorization</u>
Oswego County Airport Fuel Trucks	\$509,468.00

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 20 NO: 2 ABSENT: 2 ABSTAIN: 0 VACANT: 1

Authorized Budget Modification

Res. 411 of 2023

H 529000 0423
H 435010 0423
H 450310 0432

\$509,468.00
(\$458,521.00)
(\$50,947.00)



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a Capital Project utilizing funds acquired from the New York State Department of Transportation to purchase two new aviation refueler trucks for the Airport.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, Finance and Personnel Committee, and the Oswego County Legislature approve establishing Capital Project #0423.


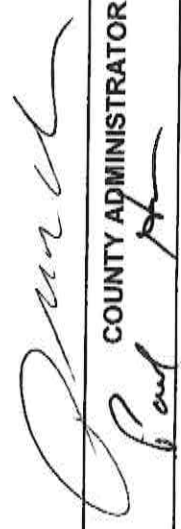

SUMMARY: The Airport received a grant offer from the NYSDOT in the amount of \$458,521 to purchase two new fuel trucks for the purposes of selling and refueling aircraft. This amount represents 90% of the total anticipated project cost of \$509,468. The remaining 10% (\$50,947) will be taken from the County's Auto Equipment Reserve account. The Airport's two existing refueler trucks are 31 and 42 years old and will be replaced.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, Finance and Personnel Committee, and the Oswego County Legislature to establish CP# 0423 with a total authorization level of \$509,468.00.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

11/15/23

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT		
H	529000	0423				509,468.00
					Establish CP# 0423 - Airport Fuel Trucks	
			H	435010	0423	(458,521.00)
			H	450310	0423	(50,947.00)
					State Aid - CP#0423	
					Interfund Transfer - CP#0423	
					This capital project is being established using Capital Reserve 146	


 DEPARTMENT HEAD DATE 12-5-23

 COUNTY ADMINISTRATOR DATE 12-7-23

 CHAIRPERSON DATE 12-5-23

*DIRECTOR OF HUMAN RESOURCES DATE

COUNTY TREASURER DATE

*If Personnel Services are impacted

RESOLUTION NO. 416

**A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW No. 6 OF 2023
ENTITLED A LOCAL LAW AMENDING LOCAL LAW NUMBER 3 OF 2021
PROVIDING FOR THE SALARIES OF CERTAIN ELECTED COUNTY
OFFICERS OF THE COUNTY OF OSWEGO**

By Legislator Laurie Mangano:

WHEREAS, a public hearing was held on December 14th, 2023, and all interested parties having had an opportunity to be heard,

NOW, upon the recommendation of the Finance & Personnel Committee of this body, be it

RESOLVED, that Local Law Number 6 of the year 2023 entitled A LOCAL LAW AMENDING LOCAL LAW NUMBER 3 OF 2021 PROVIDING FOR THE SALARIES OF CERTAIN ELECTED COUNTY OFFICERS OF THE COUNTY OF OSWEGO be and is hereby adopted and enacted in its entirety; and it is further

RESOLVED, that the Clerk of the Legislature shall cause a certified copy of this local law to be filed with the New York State Secretary of State and the Oswego County Clerk forthwith.

ADOPTED BY ROLL CALL VOTE ON DECEMBER 14, 2023:

YES: 18 NO: 4 ABSENT: 2 ABSTAIN: 0 VACANT: 1

**COUNTY OF OSWEGO LOCAL LAW
NUMBER 6 OF 2023**

**“A LOCAL LAW AMENDING LOCAL LAW NUMBER 3 of 2021
PROVIDING FOR THE SALARIES OF CERTAIN ELECTED
COUNTY OFFICERS OF THE COUNTY OF OSWEGO”**

BE IT ENACTED by the Legislature of the County of Oswego as follows:

Section 1. **Purpose**

It is the purpose and intent of this local law to AMEND certain provisions of Local Law Number 3 of 2021 consistent with County Law §200 and other applicable law.

Section 2. **Local Law Number 3 of 2021 is hereby Amended.**

Section 2 (C) and Section 2(D) of Local Law 3 of 2021 be, and are hereby, AMENDED to read as follows, with the rest and remainder of said local law to continue in full force and effect, as otherwise amended. (*Amendments herein are indicated by underlined/bold text and do not include section titles, a strikeout indicates DELETED text*):

Section 2. **Annual Salaries of Certain County Officers to be Amended**

C. Notwithstanding any previous local laws or resolutions, the annual salaries of the hereinafter designated county officers are hereby fixed at the following amounts to be paid effective January 1, 2024:

County Clerk:	\$ 97,399	
County Treasurer:	\$ 97,399	
County Sheriff:	\$118,335	
County Legislator (each):	<u>\$15,625</u>	\$15,170 (does not include Chair of the Legislature, Majority Leader, County Legislature and Minority Leader, County Legislature).
Chair, County Legislature:	<u>\$34,372</u>	\$33,371
Majority Leader, County Legislature:	<u>\$18,748</u>	\$18,202

Minority Leader, County Legislature: **\$18,748** ~~\$18,202~~

D. Notwithstanding any previous local laws or resolutions, the annual salaries of the hereinafter designated county officers are hereby fixed at the following amounts to be paid effective January 1, 2025:

County Clerk: \$100,320

County Treasurer: \$100,320

County Sheriff: \$121,885

County Legislator (each): **\$15,625** ~~\$15,170~~—(does not include Chair of the Legislature, Majority Leader, County Legislature and Minority Leader, County Legislature)

Chair, County Legislature: **\$ 34,372** ~~\$33,371~~

Majority Leader, County Legislature: **\$18,748** ~~\$18,202~~

Minority Leader, County Legislature: **\$18,748** ~~\$18,202~~

Section 3. Severability

If any clause, sentence, phrase, paragraph, subdivision, section, rule or part of this local law shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, phrase, paragraph, subdivision, section, rule or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 4. Effective Date; Filing

This local law shall be subject to a permissive referendum accordance with the provisions of Municipal Home Rule Law §24. This local law shall take effect forty-five (45) days after its adoption as provided for by the Municipal Home Rule Law.

RESOLUTION NO.

RESOLUTION TO INCREASE CAPITAL RESERVE 16 – BRIDGES; CAPITAL RESERVE 21-BUILDING RENOVATIONS; CAPITAL RESERVE 145 TECHNOLOGY; AND CAPITAL RESERVE 146-HIGHWAY AND AUTOMOTIVE EQUIPMENT

By Legislator Laurie Mangano:

WHEREAS, this County has heretofore created, pursuant to General Municipal Law, Capital Reserves 16, 21, 145, and 146; and

WHEREAS, the County experienced higher than anticipated revenues and lower than anticipated expenses at the close of the 2022 fiscal year; and

WHEREAS, the ability to fund necessary capital expenses from reserves results in substantial cost avoidance and promotes a stable property tax structure; and

WHEREAS, the County has identified several capital needs for the next three years and maintaining reserve accounts to support the capital plan is both prudent and fiscally responsible; and

NOW, on recommendation of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer be, and he hereby is, authorized to transfer funds from and to the accounts as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfers and make such adjustments.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification	Res. 417 of 2023
A 159900	(\$8,500,000.00)
A 387800	\$4,500,000.00
A 387800	\$1,000,000.00
A387800	\$1,000,000.00
A387800	\$2,000,000.00



**COUNTY OF OSWEGO
OFFICE OF THE COUNTY ADMINISTRATOR**

County Office Building • 46 East Bridge Street • Oswego, NY 13126
Phone 315-349-8235 Fax 315-349-8237
Philip R. Church, County Administrator

To: Finance & Personnel Committee
From: Philip Church, County Administrator
Date: Nov. 16, 2023
Re: Reserves

SUBJECT

Increasing certain Capital Reserves to appropriate levels and positioning the County to afford identified capital needs.

BACKGROUND

Oswego County owns and maintains numerous buildings, roads and bridges, heavy equipment and vehicles, an asphalt plant, an airport, communication towers, parks and forests. The physical plant of the County represents investments of hundreds of millions of taxpayer dollars. In order to ensure the continued utility of these facilities and equipment, it is necessary to provide for periodic refurbishments, upgrades, and in some instances, replacement.

The County established several Capital Reserve Funds for this purpose, which allow the county to pay for capital projects outside of the annual operating budget, thereby protecting taxpayers from wide swings in the tax levy created by the cost of one or more large capital projects in any given year.

Several of the County's reserve funds have diminished in recent years and it is time to replenish them. Departments' three-year and five-year capital plans, along with discussions with department heads, were used to determine the likely capital costs the County will face in the coming years. Depending on the availability of UFB in 2024 and 2025, an additional infusion into the reserves may be necessary in those years. The County has not replenished its reserves since 2021.

Monies moved into capital reserves are not immediately spent. They remain invested until needed. Funds are not moved from reserves into specific capital projects and expended until authorized by Resolutions of the County Legislature.

FISCAL IMPACT

Transfer \$8,500,000 of unappropriated fund balance (UFB) to Capital Reserves in the amounts identified below under the "Recommended Action" column. The 2022 UFB will be reduced by this amount, leaving an estimated \$24 million. It is estimated that sales tax revenues and savings in vacancies and fringe will restore a similar amount to the UFB at the close of the 2023 books.

UFB will be within the range recommended by the County's Fund Balance Policy. Capital Reserves will total \$17.9 million.

As of Nov. 9, 2023

Project Description	BALANCE 1/1/2023	UNCOMMITTED BALANCE	REQUESTED 23-24	REQUESTED 25...	RECOMMENDED ADDITION	PROPOSED BALANCE
Reserve-Bridges 16	\$ 2,329,839	\$ 876,103	\$3,750,000	\$2,250,000	\$4,500,000	\$5,376,103
Reserve-Road Const 18	\$ 2,037,879	\$ 2,073,655			\$0	\$2,073,655
Reserve-Bldg Renov 21	\$ 3,572,371	\$ 2,740,887	\$1,170,000	\$1,040,000	\$1,000,000	\$3,740,887
Reserve-Debt Service 99	\$ 14,544	\$ 14,799			\$0	\$14,799
Reserve-Retirement 104	\$ 393,580	\$ 393,580			\$0	\$393,580
Reserve-Tax Stabilization 111	\$ 1,513	\$ 1,513			\$0	\$1,513
Reserve-Technology 145	\$ 1,664,901	\$ 1,300,869	\$1,690,095		\$1,000,000	\$2,300,869
Reserve-Hwgy & Auto Equip 146	\$ 1,645,412	\$ 993,329		\$6,208,000	\$2,000,000	\$2,993,329
Reserve-Airport 175	\$ 465	\$ 465			\$0	\$465
Reserve-Silk Rd Remed 195	\$ 528,003	\$ 405,499		0	\$0	\$405,499
Reserve Insurance 1931	\$ 591,287	\$ 591,287			\$0	\$591,287
	\$12,779,793	\$ 9,391,985	\$6,610,095	\$9,498,000	\$8,500,000	\$17,891,985

RECOMMENDATION

Approval of this budget modification transferring \$8.5 million of UFB to four capital reserves.

RESOLUTION NO. 418

**RESOLUTION REESTABLISHING PREQUALIFIED LISTS OF CERTAIN
PROFESSIONAL SERVICE FIRMS**

By Legislator Laurie Mangano:

WHEREAS, the County regularly requires Engineering, Architectural, and Computer services related to various projects throughout the County; and

WHEREAS, Oswego County issued Request for Qualifications #23-PURC-002 for proposals to prequalify firms in accordance with County Policy 2022-19; and

WHEREAS, Oswego County Purchasing evaluated and assessed the responses of both established and new firms; and

WHEREAS, the Finance and Personnel Committee recommends the establishment of the 2024 prequalified listing; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Finance and Personnel Committee that the County of Oswego authorizes a listing of selected professional service firms to be used as outlined in Purchasing Policy PRP 2022-19, Schedule B; and be it

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1



OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126

Phone (315) 326-6050 Fax (315) 342-2468

Email: Holly.Carpenter@oswegocounty.com

Holly F. Carpenter
Purchasing Director

Cheyenne Beardsley
Assistant Buyer

Karla Roberts
Buyer

INFORMATIONAL MEMORANDUM

TO: Oswego County Legislature
FROM: Holly F. Carpenter
DATE: December 14, 2023
RE: Prequalified Listing - 2024

SUBJECT: Authorization from the Oswego County Legislature for the Purchasing Department to renew a prequalified professional service listing of firms to be used during 2024 to purchase engineering, architectural, and computer services.

PURPOSE: Purchasing and contracting for needed professional services must be done conforming to Oswego County PRP 2022-19. This policy requires an annual legislative approval of a prequalified list of firms for certain professions.

SUMMARY: This listing is used primarily by our Energy Recovery Facility and our Highway and B&G departments to purchase needed expertise quickly.

RECOMMENDED ACTION: The Purchasing Department requests the Oswego County Legislature approve the attached listing of professional service firms, per the Oswego County Purchasing Policy.

Prequalified Architectural Firms for 2024

Name of Firm	Address	Phone	Fax	E-mail Address	Website	MWBE WBE/DBE
Aubertine & Carrier Architects, Engineers & Land Surveyors	522 Bradley St, Watertown, NY 13601	315-782-2005	315-785-1472	gja@aubertinecarrier.com	www.aubertinecarrier.com	
Barton & Loguidice	443 Electronics Parkway, Liverpool, NY 13088	315-457-5200 315-488-0377 or 315-257-7220	315-451-0052	baronv@bartonandloguidice.com aharitz@bellandspina.com ralph@bellandspina.com	www.bartonandloguidice.com	
Bell & Spina Architects	215 Wyoming St, Syracuse, NY 13204	315-455-2000	315-487-5947	jeanp@stscos.com	www.bellandspina.com	
C & S Engineers, Inc.	499 Col. Eileen Collins Blvd, Syracuse, NY 13212	315-471-3920	315-455-9667	trasher@casassociations.com	www.casassociations.com	
CHA Consulting, Inc.	One Park Place, 300 So. State St., Ste 600, Syracuse, NY 13202	607-231-6625	315-471-3569	cmoby@chagas.com	www.chagas.com	
Delta Engineers, Architects, & Surveyors	860 Hooper Road, Endwell, NY 13760	607-231-6625	607-231-6650	whatchips@edage.com	www.edage.com	WBE
EDR	217 Montgomery Street, Suite 1100, Syracuse, NY 13202	315-471-0688		keagy@totalfirst.com; gscantz@totalfirst.com	www.totalfirst.com	
Fott-Albert Associates	295 Main St, Ste 200, Buffalo, NY 14203	716-856-3553		albert.com	www.fottalbert.com	MBE/DBE
LaBella Associates	300 State Street, Suite 201, Rochester, NY 14014	585-454-6110 or 585-295-6256		mkukavik@labella.com	www.labella.com	
Tetra Tech Architects & Engineers	Cornell Business & Tech Park, 10 Brown Rd, Ithaca, NY 14850	607-216-6870 or 607-277-7100		kevin.terry@tetratech.com	www.tetratech.com	

Prequalified Engineering Firms for 2024

Name of Firm	Address	Phone	Fax	E-mail Address	Website	MWBE WBE/DBE
Aubertine & Currier Architects, Engineers & Land Surveyors	522 Bradley St, Watertown, NY 13601	315-782-2005	315-782-1472	ja@aubertinecurrier.com	www.aubertinecurrier.com	
Barton & Loguidice	443 Electronics Parkway, Liverpool, NY 13088	315-457-5200	315-451-0052	bartn@bartonandloguidice.com	www.bartonandloguidice.com	
C & S Engineers, Inc.	499 Col. Eileen Collins Blvd, Syracuse, NY 13212	315-455-2090	315-455-9667	csaun@cses.com	www.cses.com	
CHA Consulting, Inc.	One Park Place, 300 So. State St., Ste 600, Syracuse, NY 13202	315-471-3930	315-471-5569	jrasher@chaconsultants.com	www.chaconsultants.com	
Delta Engineers, Architects, & Surveyors	860 Hooper Road, Endwell, NY 13760	607-231-6625	607-231-6650	amab@delta-ens.com	www.delta-ens.com	WBE
EDR	217 Montgomery Street, Suite 1100, Syracuse, NY 13202	315-471-0688		wjuchins@edrbce.com keay@edr-albert.com , rsuz@edr-albert.com	www.edrbce.com	WBE
Foit-Albert Associates	295 Main St, Ste 200, Buffalo, NY 14203	716-856-3933		ckmead@foit.com	www.foit-albert.com	MBE/DBE
JMT of New York, Inc.	307 S. Townsend Street, Syracuse, NY 13202	315-471-2101		linax@jmtengineering.com	www.jmt.com	
M/E Engineering, P.C.	433 State St, 4th Floor, Schenectady, NY 12305	518-533-2171	518-535-2177	pros@mhulexeng.com	www.mhulexeng.com	
Plumley Engineering	8232 Loop Rd., Ballwinville, NY 13027	315-658-8587	315-638-9740	chosis@plumleyeng.com	www.plumleyeng.com	MBE/DBE
Prudent Engineering	6590 Fly Road, East Syracuse, NY 13057	315-748-7700	315-748-7780	truman@prudentengineers.com	www.prudenteng.com	MBE
Ram-Tech Engineers, P.C.	6100 Fairway Dr., PO Box 10, Syracuse, NY 13211	315-463-7716 607-216-6870 or 607-277-7100	315-4563-7716 x2	kevill@ramtechbusiness.com	www.ramtechbusiness.com	
Tetra Tech Architects & Engineers	Cornell Business & Tech Park, 10 Brown Rd, Ithaca, NY 14850			kevill@tetratech.com	www.tetratech.com	

RESOLUTION NO. 419

**RESOLUTION AUTHORIZING AMENDMENTS TO THE MANAGEMENT
COMPENSATION PLAN 2024**

By Legislator Laurie Mangano:

WHEREAS, the County's Management Compensation Plan has not been amended since January 1, 2023; and

WHEREAS, the Chairman of the Legislature directed the County Administrator to review the plan and make recommendations regarding terms and conditions of employment; and

WHEREAS, the County Administrator has presented proposed changes to the Finance and Personnel Committee; and

NOW, on recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that the Chairman of the Legislature is hereby authorized to amend the Oswego County Management Personnel Compensation Plan, 2024, to include the changes as set forth in the attached.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 20 NO: 2 ABSENT: 2 ABSTAIN: 0 VACANT: 1



OSWEGO COUNTY

MANAGEMENT PERSONNEL
COMPENSATION PLAN

APPROVED DECEMBER 14, 2023

OSWEGO COUNTY LEGISLATURE

JANUARY 1, 2024

TABLE OF CONTENTS

MANAGEMENT PERSONNEL COMPENSATION PLAN	2
POLICY:	2
APPLICABILITY:.....	2
TERMS AND CONDITIONS OF EMPLOYMENT	3
EQUAL EMPLOYMENT OPPORTUNITY POLICY:	3
RESPONSIBILITIES:.....	3
STANDARDS OF CONDUCT:	3
BASIC WORKWEEK:.....	4
TIME AND ATTENDANCE:	4
SECONDARY EMPLOYMENT:.....	4
HOLIDAYS:	4
ANNUAL LEAVE:	5
SICK LEAVE:.....	6
BEREAVEMENT LEAVE:.....	6
EDUCATIONAL LEAVE:	6
MILITARY LEAVE:	7
JURY DUTY:.....	7
LEAVE OF ABSENCE:.....	7
SICK LEAVE DONATIONS:	8
SHORT-TERM DISABILITY INSURANCE:	8
LONG-TERM DISABILITY INSURANCE:	8
REPLACEMENT OF PERSONAL ITEMS:.....	8
HEALTH AND MEDICAL INSURANCE:	9
EMPLOYEE ASSISTANCE PROGRAM (EAP):.....	10
EMPLOYER PAID FLEXIBLE SPENDING ACCOUNT:	10
FLEXIBLE SPENDING ACCOUNT:.....	10
LIFE INSURANCE:.....	10
RETIREMENT PLAN:.....	11
SOCIAL SECURITY AND WORKERS' COMPENSATION:	11
DEFERRED COMPENSATION:	11
EXPENSE REIMBURSEMENT:	11
EDUCATIONAL INCENTIVE:.....	11
WAGE AND SALARY POLICY	11
A. WAGE AND SALARY PHILOSOPHY:.....	11
B. SALARY ADMINISTRATION:.....	12
1) JOB DESCRIPTIONS:.....	12
2) EVALUATION OF JOBS - JOB GRADES:	12
3) PERIODIC REVIEW OF JOB DESCRIPTIONS:.....	12
C. SALARY STRUCTURE:.....	12
D. COMPENSATION RATE:.....	12
E. LONGEVITY ADJUSTMENT:.....	13
F. STARTING SALARIES:.....	14
G. PROMOTIONAL INCREASES:.....	14
H. DOWNGRADING:.....	14
I. INFORMING EMPLOYEES:	14
J. PERFORMANCE EVALUATIONS:.....	14
K. LEGISLATIVE RESOLUTION/AUTHORIZATIONS/COURT ORDER:	15
APPENDIX A: DEPARTMENT HEADS AND OTHER MANAGEMENT EMPLOYEES	16
APPENDIX B: SALARY SCHEDULES	18
APPENDIX C: CODE OF ETHICS	19
APPENDIX D: GRADE/STEP ASSIGNMENT	22
APPENDIX E: SHORT-TERM DISABILITY INSURANCE FORM	23

MANAGEMENT PERSONNEL COMPENSATION PLAN

ISSUED: 3/21/85

REVISED: 12/14/95, 10/10/96, 12/11/97, 3/12/98, 6/10/99, 7/13/00, 12/15/05; 12/15/06; 6/15/07; 2/12/09; 12/10/2015; 11/10/22; 9/11/23; 12/14/23

Policy:

This policy shall establish the terms and conditions of employment for department heads and managerial unrepresented personnel of Oswego County. The policy includes the compensation schedule, wage and benefit plan, and performance evaluation procedures. Amendment of the policy is subject to the approval of the County Legislature. Interpretation of the policy shall be subject to action of the Finance and Personnel Committee and Chairman of the Legislature.

Applicability:

This policy manual applies to employees of Oswego County classified as Department Heads and Managerial Personnel as specified below. It does not include employees covered by recognized bargaining units. The following is a list of positions considered to be in the Department Head category:

Aging Services Administrator	Director of Human Resources
Buildings & Grounds Superintendent	Director of Community Development, Tourism & Planning
Clerk to County Legislature	Director of Public Health
Commissioner of Social Services	Director of Solid Waste Programs
County Administrator	Director of Strategic Initiatives
County Attorney	Director of Veteran Services
County Fire Coordinator	Director of Youth Bureau
Director of 911 Communication System	Highway Superintendent
Director of Buildings and Grounds	Probation Director
Director of Central Services	Public Defender
Director of Emergency Management	Director of Information Technology
Director of Workforce Development	Purchasing Director

The following are considered to be in the Managerial category:

Administrative Secretary (County Attorney)	Deputy County Clerk of Operations
Administrative Secretary (County Admin)	Deputy County Clerk of Motor Vehicles
Administrative Secretary (Human Resources)	Deputy County Treasurer
Deputy Clerk, County Legislature	Deputy Elections Commissioner
Administrative Assistant to the County Administrator	Deputy Director Community Development, Tourism & Planning
Administrative Assistant to the Commissioner of Social Services	Deputy Director of Public Health
Applications Systems Administrator	Deputy Highway Superintendent
Assistant County Attorney	Director of Mobility Management
Assistant District Attorney	Director of Real Property Tax Services II
Assistant Public Defender	Director of Records Management
Budget Analyst	Employee Benefits Specialist
Chief Accountant	Family Court Attorney
Compliance Program Administrator	First Assistant District Attorney
Chief Correction Administrator	First Assistant Public Defender
Correction Supervisor	Patrol Officer – Lieutenant
D.A. Investigator	Payroll Administrator
Deputy Commissioner of Social Services	Public Defender Investigator
Deputy County Clerk	Human Resources Administrator
	Human Resources Specialist

Human Resources Specialist Trainee
Land Bank Executive Director

Senior Assistant Public Defender

Applicability: (Continued)

Secretary to County Attorney
Secretary to District Attorney
Secretary to Public Defender
Secretary to Sheriff
Secretary to Highway Superintendent
Security Specialist
Senior Assistant District Attorney

Senior Help Desk Administrator
Senior Social Services Attorney
Senior Systems Administrator
Social Services Attorney
Support Attorney
Undersheriff

The following elected department heads' compensation is set by Local Law or State Law and accruals in this policy do not apply to them. However, they are to receive all other benefits described herein.

District Attorney
County Sheriff
County Clerk
County Treasurer

Board of Elections Commissioners' salaries are set by Resolution upon appointment, and must be equal by State Law. Thereafter, they receive the same step increases as the rest of management as described within this plan, with the exception of longevity steps due to the State's equal pay requirement.

Due to equity requirements in State Law, and notwithstanding the Salary Structure of this policy, the Public Defender's salary may be less than, but shall not exceed, the state-mandated salary of the District Attorney.

TERMS AND CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Policy:

Acknowledging the moral principles inherent in Federal and State Legislation, the parties to this Agreement hereby affirm that they shall ensure equal employment opportunities for all qualified individuals without consideration of their sex (including self-identified or perceived sex, gender identity, gender expression, and transgender status), race (and traits historically associated with race, including, but not limited to, hair texture or protective hairstyles), color, religion (including the wearing of any attire, clothing, or facial hair in accordance with the requirements of one's religion), creed, national origin, age, disability (including pregnancy related conditions), sexual orientation, marital status, familial status, military status, genetic information or predisposing genetic characteristics, prior arrest or conviction record, domestic violence victim status, or any other class protected by law.

It is furthermore affirmed the concept and philosophy of equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

Responsibilities:

The responsibilities of employees covered by this policy are reflected in the official position description as adopted pursuant to the Civil Service Law, or other applicable State or Local Laws. Further, the employee is responsible to meet and comply with all requirements of federal, state and local law, rule and regulation, administrative directive, and assignments as directed by the County Legislature and/or its Chairman.

Standards of Conduct:

The standards of conduct for all officers, supervisors, and employees of Oswego County are contained in Resolution No. 57, adopted by the Legislature on June 4, 1970, and issued in Oswego County Operating Policies, Regulations & Procedures, PRP 2006-6, Code of Ethics, (attached as Appendix C).

Basic Workweek:

Department heads and managerial personnel are responsible for performing the duties of their office. The workday is determined by the tasks to be performed. The workweek shall be a minimum of 35 hours, except where a 40-hour workweek is required. In such instances, employees shall be compensated for all additional hours at their normal rate of compensation. The basic work week shall be Monday through Friday consisting of five (5) workdays of seven (7) hours per day. Temporary or occasional flexibility of work schedule, within reason, shall be at the discretion of the Department Head and approved on a case by case basis. Those positions working a 40-hour workweek are as follows:

- | | |
|----------------------------------|--------------------------------|
| Correction Administrator | Secretary to District Attorney |
| County Fire Coordinator | Secretary to Sheriff |
| Director of Solid Waste Programs | Undersheriff |
| Patrol Officer Lieutenant | Director of 911 |

Time and Attendance:

The employees covered by this policy are considered salaried personnel. Department heads and managerial employees are responsible for performing the duties of their office. The workday is determined by the tasks to be performed. They shall submit a time and attendance report bi-weekly, via the current ESS payroll system or any successor program, to payroll identifying leave utilized during the bi-weekly pay period. In addition, Department heads shall submit their time and attendance report to the County Administrator bi-weekly, and the County Administrator shall submit his/her time and attendance report to the Legislature Chairperson bi-weekly.

Secondary Employment:

No employee covered by this policy shall engage in other employment or professional activity which could impair his/her independence of judgment in the exercise of his/her official duties. Should any employee accept additional employment, he/she must advise the Chairman of the Legislature or department head in writing prior to beginning additional employment, and submit an updated financial disclosure statement to the County Board of Ethics.

Holidays:

Department heads and managerial personnel shall be entitled to paid holidays as identified herein:

- | | |
|------------------------|------------------------|
| New Year's Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Floating Holidays (2) |
| Labor Day | |

When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. A holiday falling on a Sunday shall be observed on the following Monday.

In the event that an employee covered by this policy is required to work on a holiday, said employee shall be eligible for a day in lieu at a date convenient to the employee and his/her duties.

Prior to utilizing the floating holiday, a management employee must notify his/her department head in writing at least ten (10) working days in advance of the requested date. Floating holidays shall not be accumulated from year to year, but rather must be used no later than December 31 of the year in which they are earned.

Annual Leave:

An employee covered by this policy shall earn annual leave credit in accordance with the following schedule. The rate of earnings is determined by the designated number of work hours per year divided by the total number days earned per payroll year.

Years of Service	Earnings	Total Days Per payroll year
0 - 5	7 hours	15
6 - 10	7 hours plus 3 days January 1	18
11 - 17	7 hours plus 8 days January 1	23
18	7 hours plus 9 days January 1	24
19	7 hours plus 10 days January 1	25
20	7 hours plus 11 days January 1	26
21	7 hours plus 12 days January 1	27
22 and over	7 hours plus 13 days January 1	28

Department heads and managerial employees shall be entitled to a two-year annual leave carry-over. Department heads shall advise the County Administrator of their intent to utilize annual leave, of three (3) consecutive days or more, a minimum of five (5) working days in advance. The notification shall be submitted in writing specifying the dates of leave. A department head, and second in command in the department, cannot take annual leave at the same time.

Managerial employees must file a written request, for annual leave of three (3) consecutive days or more, with the department head at least ten (10) days in advance. For annual leave requests of less than three (3) consecutive days, the employee must file a written request for annual leave with the department head at least 48 hours in advance of the requested leave.

Exceptions may be granted by the department head, upon written request, for leave time. The department head shall respond in writing within five (5) working days.

Department heads and managerial employees may receive pay in lieu of vacation time, subject to the following conditions:

- A. Requests must be in writing,
- B. Requests must be for full-day (seven or eight-hour) time periods,
- C. Requests will be limited to 50 percent of vacation time earned in a calendar year,
- D. Only one (1) request per employee per calendar year will be considered,
- E. Pay in lieu of vacation will be made at the employee's regular rate,

An employee whose employment is terminated by reason of resignation, death, layoff or retirement shall receive compensation for unused annual leave accruals.

Sick Leave:

Department heads and managerial employees shall earn sick leave credit at the rate of seven (7) hours with pay, not to exceed annual earnings of 84 hours per payroll year. Comparable credit shall be provided 40-hour employees on a prorated basis to a maximum of 96 hours per payroll year. Employees newly hired on or after January 1, 2006 will earn seven (7) hours of sick leave credit, not to exceed annual earnings of 70 hours per payroll year. Comparable credit shall be provided 40-hour employees on a prorated basis to a maximum of 80 hours. The rate of earnings is determined by the designated number of work hours per year divided by the total number days earned per payroll year Sick leave earnings and utilization shall commence upon employment. There is no maximum on hours that may be accrued.

This clause defines the method of accruing sick leave credit and does not establish a minimum standard use.

Sick leave shall be granted for the following reasons: personal illness, bodily injury, exposure to contagious diseases, medical appointments and procedures, and attendance upon members of their immediate family whose illness requires the care of said employee. Immediate family, in regard to sick leave, shall be defined as employee's mother, father, spouse, and children. Children are further defined to include an employee's natural and step sons(s) and daughter(s) and those for whom the employee has legal guardianship.

When it is necessary to be absent from work, it is the responsibility of the department head to insure that the Chairman's Office and County Administrator's Office is notified of his/her anticipated absence. Managerial employees are responsible for notifying their department heads. Notice should be given at the earliest opportunity practical.

When a holiday falls within a sick leave period, no sick leave credit charge shall be made for that day.

Upon an employee's retirement under the New York State Employees' Retirement System, the following will apply:

- A. Unused sick leave shall be applied to an employee's years of service in accordance with the provisions of Section 41-j of the New York State Retirement Law; and
- B. After applying for retirement, and upon completion of the Request to Bank Sick Leave Form provided to you by the Human Resources Department, cash equivalent of sick time accrued as of date of retirement may be banked at 100 percent.

Cash value will be calculated by multiplying total sick hours accrued by hourly rate as of the date of retirement. Money so banked shall be used to offset cost of dependents' health insurance and/or a prescription drug card or life insurance. In the event a retiree dies prior to exhausting available funds, the remainder may be used to pay premiums for any COBRA benefits available to and selected by the retiree's dependent(s).

There shall be no direct cash payment to the retiree, retiree's dependents, or their estate.

Upon employee's death, while still in County service, an employee's sick leave credit shall be paid to the beneficiary at the employee's regular rate of compensation.

Bereavement Leave:

The employees covered by this policy are entitled to up to three (3) days bereavement leave for each death in the immediate family. Immediate family is defined as husband, wife, mother, father, son, daughter, brother, sister, grandparents, grandchildren, or same-sex committed partner. The above definitions shall include natural, step, and in-law relationships. Same sex committed partners are defined as those who are financially and emotionally interdependent in a manner commonly presumed of spouses.

Educational Leave:

The Chairman of the Legislature may grant a leave of absence without pay of not more than one (1) year at a time to a department head or managerial employee for job-related educational purposes. Said employee shall not lose previously

earned salary or benefits when returning from such leave. Managerial leave requests will require the recommendation of the department head.

Military Leave:

In accordance with Section 242 of the Military Law, employees serving as members of the organized militia or any reserve force or reserve component of the Armed Forces of the United States are entitled to paid military leave in conjunction with such services not to exceed 30 days per calendar year. Employees who wish to use said military leave must notify the Chairman of the Legislature or department head of their intentions.

Jury Duty:

On receipt of proof of the necessity of jury services or appearance as a witness to subpoena or other order of the court (for job-related actions only), employees covered by this policy shall be granted leave of absence with pay with no charge against leave time.

The employee is to submit to the Chairman of the Legislature or department head the proof of the necessity of jury service or subpoena, or court order in each event. No employee shall be entitled to any additional compensation from the courts for said appearances.

Compensation received by the employee, except mileage fees, will be paid by employee to the County of Oswego.

Leave of Absence:

A leave of absence without pay of any duration, but not to exceed one year, may be granted an employee covered by this policy, provided there is sufficient medical justification stipulated by written documentation of a physician, or sufficient personal reasons acceptable to the Chairman of the Legislature, or department head.

When a leave of absence is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County's policy and procedures on the FMLA.

Leave Requirements

During a leave without pay, all benefits provided an employee shall be suspended, unless the employee assumes all costs. No longevity credit shall be earned during the leave period. No annual or sick leave credits shall be earned.

During a qualifying Family/Medical Leave, the employee will continue to receive benefits as defined in the County's policy on the Family and Medical Leave Act (FMLA).

During any leave of absence without pay, credits and benefits do not accrue.

Before a leave without pay for medical reasons will be granted, all accrued sick leave must be exhausted. No leave without pay will be considered for reasons other than medical before accrued annual leave has been exhausted.

Not less than 30 days prior to the expiration of an employee's leave, the employee shall be required to submit written notification to the Chairman of the Legislature or department head, of his/her intention to return to work.

Upon the expiration of a leave without pay, the employee shall be reinstated to the position that he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned. No leave shall be authorized which may exceed the remaining period of a term appointment.

Return from Leave

For any leave of 60 days or greater, not less than 30 days prior to the expiration of an employee's leave, the employee shall be required to inform the department head in writing of his/her intention to return to work. Failure to provide written notification of intentions as required shall be considered a voluntary quit.

Leave Rights

During a leave without pay, all benefits provided an employee shall be discontinued unless the employee assumes all costs. No longevity or seniority rights shall be earned during the leave period. No sick or annual leave credits shall be earned.

Upon the expiration of a leave without pay, the employee shall be reinstated to the position that he/she occupied at the time the leave was granted provided the position is still active.

In the event no position is available, the employee shall be considered to be on layoff. Employee will be considered for any part-time opening for which they are qualified but no guarantee of employment is given or implied.

Sick Leave Donations:

Management employees may make and receive voluntary donations of sick and/or annual leave time to and from other employees similarly classified as a department head or managerial employee, including those employees represented by the Oswego County Professional Association (OCPA). Such donations will be voluntary, must be from current accruals and not from future earnings, are donated to the individual who has the sole discretion as to how/when they are used, and are non-refundable. A request for donations must be for a serious health condition or other qualifying family or medical condition as defined in the Family and Medical Leave Act (FMLA). Employee's current sick and annual leave accruals must be used before sick leave donations may be granted. The Director of Human Resources and department head must approve all requests for donations of sick and/or annual leave on behalf of employees.

Short-Term Disability Insurance:

The County agrees to participate in an income protection plan for injuries or illnesses that are non-work related.

Benefit level will be 26 weeks maximum, based on 60 percent of wages to a maximum of \$1,000 weekly. A seven (7) calendar-day waiting period will be required.

There will be three (3) options available regarding use of disability in conjunction with sick time. The employee will submit his/her choice of option on the Option Form in Appendix E.

With any option, sick time may be used for the seven (7) calendar-day waiting period if employee has accrued sufficient hours.

The County agrees to pay 100% of the cost with no contribution from employees.

Long-Term Disability Insurance:

The County provides a Long-Term Disability Insurance Program to all full-time management employees. The program provides for a six (6) month waiting period. Detailed specifics are given at the time of orientation. This is a County-paid benefit.

Replacement of Personal Items:

In the event an employee's personal items, including but not limited to watches, glasses, or clothing, should be damaged or broken as a result of the employee performing his/her job, by no fault of the employee, the County agrees to reimburse such employee. Personal items involved must be necessary for proper performance of employee's job as approved by department head or County Administrator.

Loss must be reported within two (2) working days of the incident causing damage.

Reimbursement shall be subject to the following limitations:

Item	Total per incident
Watch	\$ 75.00

Glasses	\$150.00
Miscellaneous Clothing	\$150.00

Health and Medical Insurance:

The County shall provide a health insurance plan covering medical and prescription drug benefits at no cost to the employees covered by this policy. The provisions of this plan shall be extended to dependents and the County will provide 85 percent of the department heads' and managerial employees' dependent coverage. The County may modify the plan, or carrier, provided the employees receive equivalent coverage. The County shall establish the effective date of enrollment. As established by the County, any co-pays for prescription coverage and preventive health care, and deductibles, will be paid by employees covered under the County health plan as follows:

Prescription Drug Co-Pays

	<u>Retail</u> (30-day supply)	<u>Mail</u> (90-day supply)
Generic drugs (Tier 1)	\$10	\$10
Preferred brand drugs (Tier 2)	\$20	\$30
Non-Preferred brand drugs (Tier 3)	\$40	\$75
Specialty (Tier 4)	up to \$40	N/A

Below is a subset of the cost-sharing features of the plan. For the full description of plan benefits, please refer to the Plan 001 sections of the County's Summary Plan Description:

Benefit	In Network	Out of Network
Individual Deductible	\$0	\$250
Family Deductible	\$0	\$625
Individual Out of Pocket Max	\$6,600 includes prescription drug costs.	\$6,600 includes prescription drug costs.
Family Out of Pocket Max	\$13,200 includes prescription drug costs.	\$13,200 includes prescription drug costs.
Network Co-Payment	\$20.00	N/A
Most Medical Benefits	Subject to \$20 network payment then 100% of allowed charges.	80% of allowed charges, subject to deductible.
Inpatient	100% of allowed charges.	100% of allowed for the first 365 days, after 365 days subject to deductible then 80% of allowed charges.
Emergency Room visit	100% of allowed charges if sudden and serious. \$150 copayment if not sudden and serious.	100% of allowed charges if sudden and serious. 80% of allowed charges after deductible for non-sudden and serious
Urgent Care Visit	\$35 copayment.	80% of allowed charges, subject to deductible.

Management employees must have 5 years of continuous service if they are an internal promotion, or 8 years of continuous service if they are an external hire within the management compensation plan, or 10 years of cumulative service with the County, to be eligible to retire with health benefits. Upon obtaining County retirement status, medical and prescription drug coverage will be provided subject to the following:

The County will pay the premium for the retirees' insurance as described in 1 and 2 below:

1. Retirees not yet Medicare eligible will be offered medical and prescription drug coverage through a county sponsored plan.

--Retirees with dependents who are not yet Medicare eligible will pay 100% of the cost for dependent medical and prescription drug coverage unless offset in accordance with Sick Leave Article.

2. Retirees eligible for Medicare will receive medical and prescription drug coverage provided through a plan that is specifically designed for Medicare eligibles, conditional upon the retiree's enrollment in Medicare Parts A and B.

--Retirees with dependents who are Medicare eligible will pay 100% of the cost for dependent coverage of the medical and prescription drug premium equivalent rate in effect for Medicare eligibles unless offset in accordance with Sick Leave Article.

Nothing contained within this section is intended to conflict or be interpreted inconsistent with the insurance contracts entered into by the County.

Employee Assistance Program (EAP):

The County will provide an Employee Assistance Program (EAP) available to employees and eligible dependents, effective March 1, 2009.

Employer Paid Flexible Spending Account:

The County shall provide (through a Third-Party Administrator) reimbursement of documented health-related expenses up to a maximum of \$1,600 annually for department heads and for managerial personnel, including their dependents, as defined by the health insurance benefit, laws, and regulations.

Flexible Spending Account:

The County offers an Internal Revenue Service (IRS) 125 Voluntary Flexible Spending Account for employee premium contributions for individual/family health insurance, dental, and vision benefit plans.

The County also provides the IRS 125 Voluntary Flexible Spending Account to include Dependent Care Account (child and elder) expenses permitted by the IRS, up to IRS maximum, and Unreimbursed Medical Account for medical, dental, hearing, and vision co-pays and deductibles, and out-of-pocket medical costs for eligible expenses permitted by the IRS not covered by insurance plans, up to the IRS maximum.

Life Insurance:

The County shall provide department heads and managerial personnel a \$50,000 life insurance policy, at no cost to the employees. The policy shall include an accidental death and dismemberment provision, as well as a protection while disabled provision.

An employee may purchase additional coverage for his/her dependents by paying the additional premiums. The County shall also provide department heads and managerial personnel with the option of a supplemental \$50,000 life insurance policy. The entire cost of the supplemental insurance shall be paid for by the department head or managerial employee.

Upon retirement, the County shall continue the employee's life insurance coverage up to a maximum of \$50,000. The face value of the policy shall decline at ten (10) percent per year for the first five (5) years, and thereafter shall remain in effect at County expense at 50 percent of face value at the time of the employee's retirement.

Accidental death and dismemberment are discontinued upon retirement. Those employees who have the Supplemental Life Insurance at the time of retirement have the option of also carrying the supplemental amount reduced to 50 percent as of the date of retirement by paying the full premium cost.

Retirement Plan:

The County shall provide a retirement plan in accordance with provisions of Section 75-i of the New York State Retirement and Social Security Law for all eligible employees. Section 41-j shall also be provided eligible personnel. The County's liability for retirement is limited to payment of costs as billed by the State Retirement System and all applicable provisions of the State Retirement Law and regulations.

Retiree shall mean an individual who has retired from County service, and is eligible for, and receiving a New York State Employee's Retirement System Pension.

Social Security and Workers' Compensation:

The County shall provide Social Security coverage as required by law.

The County shall provide Workers' Compensation Insurance in compliance with the New York State Workers' Compensation Law.

Deferred Compensation:

The County shall provide a Deferred Compensation Plan at no cost to the County. Employees may participate in the plan by authorizing payroll deductions.

Expense Reimbursement:

Employees covered by this policy shall be entitled to reimbursement by the County of all actual and necessary travel and expenses incurred while performing official County business, according to Oswego County Operating Policies, Regulations & Procedures, PRP 2022-7, Expense Reimbursement and Travel. All claims for expense reimbursement will be supported by receipts and audited by the County.

The County shall provide mileage reimbursement at the current IRS rate.

Educational Incentive:

The County shall provide an education cost-sharing program for educational courses that are job-related. The County shall reimburse department heads and managerial employees 90 percent of tuition only, upon satisfactory completion of a course.

WAGE AND SALARY POLICY

A. Wage and Salary Philosophy:

Salaries paid for Management employees will be paid with the following philosophy:

- 1) It is the policy of Oswego County to pay salaries without regard to race, creed, color, religion, national origin, age, gender, disability or sexual orientation, and in accordance with the sound economical operations of the County.
- 2) Established ranges reflect similar jobs in the market place and are adjusted periodically based upon salary surveys and economic conditions.
- 3) Salaries are paid according to experience and qualifications. Adjustments to salaries will be based on the need to remain competitive with the market place. This may include all jobs or selected jobs, as the market dictates. Oswego County believes that any increases would depend upon the economic condition of the County.

B. Salary Administration:

The County's management salary program is based on a job evaluation plan consisting of the following:

1) Job Descriptions:

Accurate, up-to-date job descriptions are maintained for each authorized job. The description states all important aspects of the job as it is being performed, including but not limited to: job title, department, supervisory relationships, job functions, regular duties, education required, experience required, contacts involved, and decision making.

The job description, and any subsequent changes in it, shall be written by the Human Resources Department with help from the department head and with participation by the employee holding the job. Job descriptions shall be reviewed by the employee and the department head before final approval, and adoption by the Director of Human Resources. Job descriptions shall be dated and approved as indicated.

2) Evaluation of Jobs - Job Grades

The County utilizes the job description to determine the value of each job to the County and its relation to other jobs in the County. The evaluations of the job shall be completed by the Human Resources Department. Evaluations will employ a predetermined set of factors, common to all jobs. Each factor is broken down into degrees that are defined in advance and given point values. These factors, definitions and point values apply consistently to all jobs covered by the job evaluation plan. The process of evaluation consists principally of the analysis of a job description to determine what degree, if any, each factor applies to the job. The total number of points determines the "evaluation" of the job. Jobs with approximately the same evaluation are grouped together in what is known as a Job Grade. Job grades are specified ranges of evaluated points.

3) Periodic Review of Job Descriptions

It is the responsibility of the department head to ensure that all job descriptions are reviewed periodically (at least once every twelve months) and modified, as appropriate, or reaffirmed. Department heads shall review the description with the employees who hold the positions.

When the review reveals changes in job content, the department head initiates preparation of a new job description and initiates a review for possible reevaluation and change in job grade.

C. Salary Structure:

A range of salaries shall be adopted for each job grade. (See Appendix A and B)

The salary structure shall be periodically reviewed and adjusted, as needed, so that the ranges are at levels that constitute a fair rate of pay; i.e., have a reasonable general relationship to the pattern of salaries paid for similar jobs in competitive employment as shown by salary comparisons. Salary comparisons will be conducted periodically by the Human Resources Department with recommendation for adjustment as needed. Information is available through organizations of which the County is a member and will be used to verify pay in these comparable jobs.

For the purpose of establishing the new compensation schedule (Appendix B), management employees initially are placed on the schedule on the step close to their current salary.

D. Compensation Rate:

2013	0% increase
2014	0% increase

Compensation Rate: (Continued)

2015	0% increase
2016	Assignment to new step, (approximately 3% increase).
2017	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2018	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2019	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2020	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2021	1.5% increase (one step)
2022	3% increase (two step)
2023**	6% minimum increase (newly restructured plan in accordance with the attached grade/step assignment of Appendix D)
2024	3% increase (two steps): Comprised of 1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation*
2025	3% increase (two steps): Comprised of 1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation*
2026	3% increase (two steps): Comprised of 1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation*
*	If extraordinary circumstances have prevented the completion of an employee's evaluation, through no fault of their own or their supervising evaluator, the employee shall receive the full two-step increment.
**	Beginning January 1, 2023, in addition to the schedule above, employees currently covered by this plan who were in County service during the pandemic, March. 1, 2020 through September 12, 2022, shall receive a one-time Pandemic Compensation Stipend of \$1,500 for full-time employees and \$750 for part-time employees. Thereafter all employees covered by this plan shall receive a non-retro active 1.5% longevity step every four years to be paid on their anniversary date with the County.

E. Longevity Adjustment:

If an employee exceeds years of service beyond the maximum provided (Step 30) in the compensation schedule, a longevity increase of 1.5% will be given on January 1 every year, and an additional 1.5% every fourth year on their anniversary date thereby increasing hourly rate used to calculate a 70 or 80 hour, two (2) week pay. An employee on Step 29 will receive the full two-step (3%) increment on January 1, if eligible.

Longevity Adjustment: (Continued)

Increase will be calculated by dividing longevity increase by hours as projected for current year.

Department heads and managerial personnel will not receive the annual one-step increase nor the longevity adjustment unless an increase is recommended as a result of the performance evaluation.

Employees hired or promoted in the last quarter of the year (October through December) will not be eligible for the 1.5% (one step) increase in January of the following year.

F. Starting Salaries:

A new employee shall ordinarily start at the minimum of the salary range unless there is difficulty in recruiting qualified candidates at the minimum salary or it is necessary to exceed the minimum to hire an eminently qualified candidate. All salaries above the minimum must be approved by the Director of Human Resources, County Administrator, and the Finance and Personnel Legislative Committee. All department head salaries will need approval of the full Legislature.

G. Promotional Increases:

Administrative positions are critical to the efficient and effective operation of County government. It is the policy of Oswego County to seek professionals with the qualifications and experience necessary to fulfill this goal. Emphasis will be placed on recruitment of current employees who possess the qualifications, experience, and employment history necessary for the quality operation of the department.

When an employee is promoted to a higher job grade, the employee shall receive a promotional increase in the form of a percentage increase to the present salary or the minimum of the graded salary range, whichever is greater, subject to approval by the Finance and Personnel Legislative Committee. Promotional increases will depend on the qualifications of the individual accepting the new position.

H. Downgrading:

When an employee's assignment is permanently changed to a job in a lower salary grade, the salary will normally be reduced by the amount of the promotional increase for the lower grade. The supervisor to whom the employee will report may, at his/her discretion, recommend that the employee retain the previous salary, if it does not exceed the maximum of the lower grade. If the salary would exceed the maximum, the salary normally will be reduced to this maximum. NOTE: If a job is upgraded or an employee is promoted or downgraded, some related benefits may be affected based on this plan's language.

I. Informing Employees:

General information about salary policies shall be provided to employees through orientation discussions, Management Personnel Compensation Plan, memoranda, news organs, and the County's regular communication channels.

Each employee at the time of hire shall be specifically informed by the Human Resources Department and the supervisor about the job description, the salary grade, and the basis for salary progress. An employee should be notified by the supervisor, in advance, of an approved salary increase or other salary action. All employees should be made aware by their supervisor, that salary changes may be made from time to time at the discretion of the County.

J. Performance Evaluations:

The performance evaluation system provides a means for improving operations and employee performance through the development of a mutual understanding of performance objectives between the employee and supervisor. Written evaluations will be prepared to assess the employees' performance relative to their management ability, accountability, interpersonal relations, skills and achievement. Evaluations for department heads may involve the

department's legislative Committee Chair, Chair of the Legislature, and County Administrator. Other managerial performance evaluations will be the responsibility of their department head. Department heads and other managerial performance evaluations must be done at least once a year or more if requested by the legislative committee or the employee's supervisor. Department heads and managerial personnel will advance a step in the salary grade if an increase is recommended as a result of the performance evaluation, or if circumstances prevented an evaluation. Annual evaluation should be completed by August 31 so that earned increased may be budgeted for the following year. Employees hired or promoted in the last five (5) months of the year will not be eligible for the performance-based movement of 1.5% (one step) in January of the following year.

K. LEGISLATIVE RESOLUTION/AUTHORIZATIONS/COURT ORDER:

- | | | |
|--------------------------|------------------------------|--------------------------------|
| #222 - December 23, 1982 | #152 - November 14, 1996 | #3- February 15, 2007 |
| #198 - December 13, 1984 | Court Order | # 35 - February 12, 2009 |
| #199 - December 13, 1984 | #156 - December 12, 1996 | # 237 -December 10, 2015 |
| #200 - December 13, 1984 | # 83 - June 10, 1999 | # 318- November 10, 2022 |
| #201 - December 13, 1984 | (County Administrator, | #306 & 307- September 11, 2023 |
| #103 - July 11, 1985 | Deputy County Administrator) | # - December 14, 2023 |
| # 14 - January 2, 1986 | # 76 - May 11, 2000 | |
| # 70 - May 15, 1986 | #113 - July 13, 2000 | |
| # 24 - February 12, 1987 | #150 - September 14, 2000 | |
| # 25 - February 12, 1987 | #199 - December 9, 2004 | |
| # 62 - April 14, 1988 | #173 - December 15, 2005 | |
| # 25 - February 9, 1989 | #174 - December 15, 2005 | |
| # 26 - February 9, 1989 | # 98 - May 11, 2006 | |
| # 20 - January 18, 1990 | #135 - July 13, 2006 | |
| # 30 - February 14, 1991 | #164 - September 14, 2006 | |
| # 8 - March 12, 1992 | #170 - October 12, 2006 | |
| #101 - July 15, 1993 | #171 - October 12, 2006 | |
| #140 - December 14, 1995 | #172 - October 12, 2006 | |

APPENDIX A

DEPARTMENT HEADS AND OTHER MANAGEMENT EMPLOYEES

SALARY GRADE	POSITION	CIVIL SERVICE JURISDICTIONAL CLASSIFICATION
SG20	ADMINISTRATIVE SECRETARY (HUMAN RESOURCES) ADMINISTRATIVE SECRETARY (COUNTY ADMINISTRATION) ADMINISTRATION SECRETARY (COUNTY ATTORNEY) DEPUTY ELECTION COMMISSIONER DIRECTOR OF RECORDS MANAGEMENT HUMAN RESOURCES SPECIALIST TRAINEE	COMPETITIVE COMPETITIVE COMPETITIVE UNCLASSIFIED COMPETITIVE COMPETITIVE
SG30	ADMINISTRATIVE ASSISTANT TO THE COMMISSIONER OF SOCIAL SERVICES ADMINISTRATIVE ASSISTANT TO THE COUNTY ADMINISTRATOR COMPLIANCE PROGRAM ADMINISTRATOR DEPUTY CLERK, COUNTY LEGISLATURE DEPUTY COUNTY CLERK DEPUTY COUNTY CLERK OF OPERATIONS DEPUTY COUNTY CLERK OF MOTOR VEHICLES DEPUTY COUNTY TREASURER EMPLOYEE BENEFITS SPECIALIST HUMAN RESOURCES SPECIALIST SECRETARY TO COUNTY ATTORNEY SECRETARY TO PUBLIC DEFENDER SECRETARY TO SHERIFF SECRETARY TO THE DISTRICT ATTORNEY AND CORONER SECRETARY TO HIGHWAY SUPERINTENDENT	COMPETITIVE EXEMPT COMPETITIVE UNCLASSIFIED EXEMPT EXEMPT EXEMPT EXEMPT COMPETITIVE COMPETITIVE EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT COMPETITIVE COMPETITIVE EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT
SG40	AGING SERVICES ADMINISTRATOR ¹ APPLICATIONS SYSTEMS ADMINISTRATOR CLERK TO COUNTY LEGISLATURE ¹ COUNTY FIRE COORDINATOR ^{1,2} D.A. INVESTIGATOR DIRECTOR OF EMERGENCY MANAGEMENT ¹ DIRECTOR OF VETERAN SERVICES ¹ HUMAN RESOURCES ADMINISTRATOR PAYROLL ADMINISTRATOR PUBLIC DEFENDER INVESTIGATOR SECURITY SPECIALIST SENIOR HELP DESK ADMINISTRATOR SENIOR SYSTEMS ADMINISTRATOR	NON-COMPETITIVE COMPETITIVE UNCLASSIFIED COMPETITIVE EXEMPT EXEMPT NON-COMPETITIVE COMPETITIVE COMPETITIVE NON-COMPETITIVE COMPETITIVE COMPETITIVE COMPETITIVE COMPETITIVE COMPETITIVE

SG50	CORRECTIONS SUPERVISOR DEPUTY DIRECTOR COMMUNITY DEVELOPMENT, TOURISM & PLANNING DIRECTOR OF YOUTH BUREAU ¹ DIRECTOR OF 911 COMMUNICATION SYSTEM ¹ DIRECTOR OF MOBILITY MANAGEMENT DIRECTOR OF REAL PROPERTY TAX SERVICES II LAND BANK EXECUTIVE DIRECTOR PURCHASING DIRECTOR ¹ PATROL OFFICER - LIEUTENANT ²	COMPETITIVE NON-COMPETITIVE NON-COMPETITIVE UNCLASSIFIED COMPETITIVE NON-COMPETITIVE COMPETITIVE NON-COMPETITIVE COMPETITIVE
SG60	BUDGET ANALYST BUILDINGS AND GROUNDS SUPERINTENDENT ¹ CHIEF ACCOUNTANT CHIEF CORRECTION ADMINISTRATOR DEPUTY HIGHWAY SUPERINTENDENT ² DIRECTOR OF BUILDINGS AND GROUNDS DIRECTOR OF CENTRAL SERVICES ¹ DIRECTOR OF INFORMATION TECHNOLOGY DIRECTOR OF HUMAN RESOURCES ¹ DIRECTOR OF COMMUNITY DEVELOPMENT, TOURISM & PLANNING ¹ DIRECTOR OF WORKFORCE DEVELOPMENT PROBATION DIRECTOR ¹ UNDERSHERIFF ²	COMPETITIVE COMPETITIVE COMPETITIVE NON-COMPETITIVE EXEMPT COMPETITIVE NON-COMPETITIVE NON-COMPETITIVE NON-COMPETITIVE NON-COMPETITIVE NON-COMPETITIVE COMPETITIVE EXEMPT
SG70	ASSISTANT COUNTY ATTORNEY ASSISTANT DISTRICT ATTORNEY ASSISTANT PUBLIC DEFENDER DEPUTY COMMISSIONER OF SOCIAL SERVICES DEPUTY DIRECTOR OF PUBLIC HEALTH DIRECTOR OF STRATEGIC INITIATIVES SOCIAL SERVICES ATTORNEY SUPPORT ATTORNEY	EXEMPT EXEMPT EXEMPT NON-COMPETITIVE COMPETITIVE NON-COMPETITIVE COMPETITIVE COMPETITIVE
SG80	COMMISSIONER OF SOCIAL SERVICES ¹ DIRECTOR OF PUBLIC HEALTH ¹ DIRECTOR OF SOLID WASTE PROGRAMS ^{1,2} HIGHWAY SUPERINTENDENT ^{1,2} SENIOR ASSISTANT DISTRICT ATTORNEY SENIOR ASSISTANT PUBLIC DEFENDER SENIOR SOCIAL SERVICES ATTORNEY	NON-COMPETITIVE NON-COMPETITIVE NON-COMPETITIVE UNCLASSIFIED EXEMPT EXEMPT COMPETITIVE
SG90	COUNTY ADMINISTRATOR ¹ FIRST ASSISTANT DISTRICT ATTORNEY FIRST ASSISTANT PUBLIC DEFENDER	UNCLASSIFIED EXEMPT EXEMPT
SG100	COUNTY ATTORNEY¹	EXEMPT

APPENDIX C

OSWEGO COUNTY OPERATING POLICIES, REGULATIONS & PROCEDURES

SUBJECT: Code of Ethics

NUMBER: PRP 2006-6

TYPE: Legislative

EFFECTIVE: October 12, 2006

HISTORY:

This policy replaces ADMs 82-2 and 95-2, which are hereby rescinded. The policy statement was adopted by the Oswego County Board of Supervisors on June 4, 1970.

SCOPE:

All officers and employees, whether elected or appointed, paid or unpaid, and officers, members and employees of all boards, commissions or agencies of this local government.

DEFINITIONS:

POLICY:

No County officer, employee, or member of a board, commission or agency shall knowingly:

1. Engage in any business or transaction or have any financial or personal interest, direct or indirect, which is incompatible with the proper discharge of his or her duties or would tend to impair his or her independence of judgment or action in the performance of official duties or discharge of official responsibilities.
2. Engage in or accept private employment or render services for private interest when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of official duties.
3. Disclose confidential information concerning the property, government, or affairs of the governmental body by which he or she is employed without proper legal authorization, or use such information to advance the financial or other private interest of him or herself, or others.
4. Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which, to his or her knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the governmental body by which he or she is employed: provided, however, that any officer or employee who is a candidate for public office may accept campaign contributions and service in connection with any such campaign.

5. Vote, or otherwise participate in the negotiation or in the making of any contract with any business or entity in which he or she has a financial interest.
6. Use property owned by such governmental body for personal benefit, convenience, or profit except in accordance with policies promulgated by the legislature or governing body of such board, commission or agency.

REGULATIONS & PROCEDURES:

1. Disclosure

- A. Any officer or employee of a government or board, commission or agency who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of government shall disclose such private interest to the legislative body.
- B. Any member of the legislative body who has a private interest in any matter pending before the legislature shall disclose such private interest on the records of the legislature and shall disqualify himself or herself from participating in any decision or vote relating thereto.

2. Political Campaigns

It is unethical for county resources to be used to promote a political candidate or campaign issue.

- A. Campaign writing: Oswego County employees will not write, edit, or publish any materials for political, business, or personal purposes during their working hours, nor will any county owned equipment or resources be used for such purposes at any time.
- B. Photographs: All requests for photographs to be taken by county staff must meet the following criteria:
 1. Directly relate to current county government activities, the activities of a standing committee, or a duly-appointed county committee or board.
 2. All members of the committee or board must be invited to participate in the photo opportunity. The Legislator(s) from any affected district(s) will be invited to participate in the photo opportunity.
 3. No individual photographs of Legislators will be taken by county staff, except for photos taken of officers of the Legislature while performing the duties of their office.
 4. Legislators may borrow negatives of photos on file in the Public Information Office and reproduce these photos at their own expense.
- C. Brochures: Legislators may distribute County brochures at any time. However, they may not affix their name or any political affiliation to the brochure.
- D. Supply Request: The following guidelines regarding use of letterheads and stamps were established by the General Government Committee December 3, 1992.

1. Each Legislator will receive from the Chairman's Office 500 sheets of letterhead, 500 envelopes, and 200 stamps at the beginning of each term, to be used for official county business
2. If more supplies are needed, the request will be forwarded to the Strategic Planning and Government Committee for review and consideration. The use of stationery supplies for campaign purposes of any kind is prohibited.

3. Notice

The Department of Personnel shall provide a copy of this to all new county officers, employees, or members of a board, commission or agency upon their appointment.

REFERENCE:

1. Chapter 1019 of the Laws of 1970.
2. Legislative Resolution 57, June 4, 1970

ISSUED:

Philip Church
County Administrator

James Weatherup
Chairman of the Legislature

APPENDIX D

Last Name	First Name	Job Class Code Desc	Grade	Step
BRAY	JENNIFER	ADMIN SECRETARY (COUNTY ADMIM)	SG20	7
PRITCHARD	SUSAN	ADMIN SECRETARY (HUMAN RESOURCES)	SG20	19
HUTCHINSON	CRYSTAL	DEPUTY ELECTION COMMISSIONER	SG20	10
INGERSON	MARIANNE	DEPUTY ELECTION COMMISSIONER	SG20	14
		DIRECTOR OF RECORDS MANAGEMENT	SG20	10
CHEWNING-KULICK	KASEY	ADMIN ASSIST TO COUNTY ADMINISTRATOR	SG30	8
KING	JEANNE	COMPLIANCE PROG ADMINISTRATOR	SG30	10
REITZ	MATTHEW	DEPUTY CLERK, COUNTY LEGISLATURE	SG30	1
BACON	MATTHEW	DEPUTY COUNTY CLERK	SG30	25
PAROW	DIANE	DEPUTY COUNTY CLERK OF MOTOR VEHICLES	SG30	4
BELCHER	NANCY	DEPUTY COUNTY CLERK OF OPERATIONS	SG30	12
TWISS	BRIAN	DEPUTY COUNTY TREASURER	SG30	24
TURNER	MELISSA	EMPLOYEE BENEFITS SPECIALIST	SG30	12
HENDERSON	MARGARET	HUMAN RESOURCES SPECIALIST	SG30	1
SHEPARDSON	JENNIFER	SECRETARY TO COUNTY ATTORNEY	SG30	7
WETTERING	SHERYL	SECRETARY TO DA & CORONER	SG30	14
		SECRETARY TO PUBLIC DEFENDER	SG30	1
TRUDELL	KIMBERLY	SECRETARY TO SHERIFF	SG30	10
		SECRETAY TO HIGHWAY SUPT	SG30	1
SUNDAY	SARA	AGING SERVICES ADMINISTRATOR	SG40	17
BROWN	ROBERT	APPLICATIONS SYSTEM ADMINISTRATOR	SG40	24
SHERMAN-SAUNDERS	KAREN	CLERK OF LEGISLATURE	SG40	7
DELANO	JASON	DA INVESTIGATOR	SG40	10
PALMITESSO	CATHLEEN	DIRECTOR OF EMERGENCY MANAGEMENT	SG40	20
BOOZER	ERIC	DIRECTOR OF VETERAN SERVICES	SG40	5
LAWS	SHANE	COUNTY FIRE COORDINATOR	SG40	6
VANELLA	JESSICA	HUMAN RESOURCES ADMINISTRATOR	SG40	6
DEVEAU	PATRICIA	PAYROLL ADMINISTRATOR	SG40	1
		PUBLIC DEFENDER INVESTIGATOR	SG40	1
HAWKS	MATTHEW	SECURITY SPECIALIST	SG40	8
KANDT	RANDY	SR HELP DESK ADMINISTRATOR	SG40	11
SHERMAN	RICHARD	SR SYSTEMS ADMINISTRATOR	SG40	27
BARTLETT	BRENT	CORRECTION SUPERVISOR	SG50	11
BERESFORD	GEOFFRELY	CORRECTION SUPERVISOR	SG50	12
BREITWEG	DANIEL	DEP DIRECTOR OF COMM DEV TOURISM PLANNING	SG50	5
POOLEY	KEVIN	DIRECTOR OF 911	SG50	28
CARPENTER	HOLLY	DIRECTOR OF PURCHASING	SG50	6
METZ	COREY	DIRECTOR OF REAL PROPERTY	SG50	7
CHETNEY	BRIAN	DIRECTOR OF YOUTH BUREAU	SG50	15
PARK	KIM	LAND BANK EXECUTIVE DIRECTOR	SG50	22
PRITCHARD	TIMOTHY	PATROL LIEUTENANT	SG50	25
HAZZELL	WILLIAM	PATROL LIEUTENANT	SG50	27
WILLS	BRIAN	PATROL LIEUTENANT	SG50	29
BUCHER	ANDREW	PATROL LIEUTENANT	SG50	29
GUILE	DELBERT	ASSISTANT COUNTY ATTORNEY	SG60	17
		ASSISTANT COUNTY ATTORNEY	SG60	1
BUGAYOV	OKSANA	ASSISTANT DISTRICT ATTORNEY	SG60	5
GLEASON	MARISSA	ASSISTANT DISTRICT ATTORNEY	SG60	6
RAUB	AMANDA	ASSISTANT DISTRICT ATTORNEY	SG60	6
WENTWORTH-MULLIN	CHANTAL	ASSISTANT DISTRICT ATTORNEY	SG60	12
VENDITTE	COURTNEY	ASSISTANT DISTRICT ATTORNEY	SG60	18
TWICHELL	LAURA	ASSISTANT DISTRICT ATTORNEY	SG60	16
MANNARA	LOUIS	ASSISTANT DISTRICT ATTORNEY	SG60	22
DOYLE	JOSEPH	ASSISTANT DISTRICT ATTORNEY	SG60	22
		ASSISTANT PUBLIC DEFENDER	SG60	1
TURNER	VERONICA	BUDGET ANALYST	SG60	13
McMILLEN	ROBIN	CHIEF ACCOUNTANT	SG60	22
BENJAMIN	MICHAEL	CHIEF CORRECTION ADMINISTRATOR	SG60	19
PRIOR	KELLY	DEPUTY HIGHWAY SUPERINTENDENT	SG60	6
DOTEN	RICHARD	DIRECTOR OF BUILDINGS & GROUNDS	SG60	19
POWLIN	GREGORY	DIRECTOR OF CENTRAL SERVICES	SG60	19
BELL	JULIE	DIRECTOR OF HUMAN RESOURCES	SG60	10
O'NEILL	ALLISON	DSS ATTORNEY	SG60	17
PERRONE	TARYN	DSS ATTORNEY	SG60	17
DINET-FIELDS	ASHLEY	DSS ATTORNEY	SG60	17
DETTOR	LOUIS	DSS ATTORNEY	SG60	17
		DSS ATTORNEY	SG60	1
HALL	DAVID	PROBATION DIRECTOR	SG60	18
TOOMEY	JOHN	UNDERSHERIFF	SG60	24
BABCOCK	MARTHA	DEPUTY COMMISSIONER SOCIAL SERVICES	SG70	15
		DEPUTY DIRECTOR OF PUBLIC HEALTH	SG70	1
TURNER	DAVID	DIRECTOR STRATEGIC INITIATIVES	SG70	27
BELL	MATTHEW	SR ASSISTANT DISTRICT ATTORNEY	SG70	19
		SR ASSISTANT PUBLIC DEFENDER	SG70	1
MOODY	MARK	1ST ASSISTANT DA	SG80	21
		1ST ASSISTANT PUBLIC DEFENDER	SG80	10
ALVORD	STACY	COMMISSIONER OF SOCIAL SERVICES	SG80	12
DUNSMOOR	VERA	DIRECTOR OF PUBLIC HEALTH	SG80	2
SCHMIDT	CARL	DIRECTOR OF SOLID WASTE PROGRAMS	SG80	6
WALKER	SHAWN	HIGHWAY SUPERINTENDENT	SG80	4
CHURCH	PHILIP	COUNTY ADMINISTRATOR	SG90	21
MITCHELL	RICHARD	COUNTY ATTORNEY	SG90	22
		PUBLIC DEFENDER	SG100	5

APPENDIX E

MANAGEMENT DISABILITY INSURANCE – PAYROLL OPTION FORM

OPTION 1: I elect to use all my sick leave accruals and then, if eligible as determined by Guardian Life Insurance Co. and New York State Law/Regulations, apply for disability.

OPTION 2: I elect to apply for disability, if eligible as determined by Guardian Life Insurance Co. and New York State Law/Regulations, and "freeze" my sick leave accruals. Under this option, sick leave may be used to satisfy the 7-day waiting period and then the employee will freeze any remaining sick leave up to a maximum of 35 hours (for 35-hour employees) to 40 hours (for 40 hour employees).

OPTION 3: I elect to use my sick leave accruals with disability money used to extend my sick leave. Under this option, the employee is initially charged the full sick leave. The amount of disability paid would be divided by your hourly rate and the number of sick hours it equals would be credited. With this option it is the employee's responsibility to endorse his/her disability check and forward it to the County. Sick hours will not be credited until the County receives the disability check. Note: If employee does not have sufficient sick leave to cover the pay period, he/she is not eligible for this option. This option may be beneficial if you anticipate retirement within the next three years. The County reports your full earnings so your final average salary will not be affected if you retire within three years. However, since you will receive a County paycheck in addition to a disability check, there may be tax implications.

Signature

Date

Name (Print)

RETURN THIS FORM TO THE HUMAN RESOURCES DEPARTMENT BEFORE THE START OF YOUR DISABILITY OR, IF YOUR DISABILITY IS UNEXPECTED, YOU MUST RETURN IT WITHIN 5 BUSINESS DAYS.

RESOLUTION NO. 420

RESOLUTION AUTHORIZING THE CHAIR OF THE LEGISLATURE TO EXECUTE A FOURTH AMENDED STIPULATION ON CERTAIN TERMS WITH HIGHSORE CAPITAL, LLC REGARDING THE FORMER ATTIS ETHANOL FULTON, LLC TAX DELINQUENT PARCELS

By Legislator Holst:

WHEREAS, the County and Highscore Capital, LLC have, heretofore, entered into a Stipulations concerning four (4) former Attis Ethanol Fulton, LLC facility parcels in the Town of Volney now owned by the county; and

WHEREAS, the County has been advised that further progress is being made towards a possible closing and sale but certain issues remain; and

WHEREAS, both Highscore and the County are amenable to granting a further extension and amendment of the deadlines of the original stipulation by and between the parties dated February 27, 2023 and the Judgment and Order based upon same signed February 27, 2023; and, said stipulation having been continued and amended by way of subsequent stipulations now on file with the Court; and

WHEREAS, the parties are amenable to a FOURTH Amended Stipulation to extend the deadlines and amend certain terms to be so ordered by the Court, with the rest and remainder thereof as reflected in the original stipulation to remain in full force and effect; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body, it is hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute the annexed FOURTH Amended Stipulation and the County of Oswego hereby consents to the entry of an amended Judgment or Order concerning same conditioned upon payment, in full, of all delinquent taxes, penalties, interest and other lawful charges upon sale or transfer of the properties; and, it is further

RESOLVED, that the Chair of the Legislature and County Attorney be, and are hereby, authorized to execute any non-disclosure or confidentiality agreements with Global Partners and/or any potential parties as may be necessary to assist with the eventual sale and transfer of the parcels covered by the Fourth Amended Stipulation.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF OSWEGO**

In the Matter of the Application of:
The Treasurer of the County of Oswego
as Enforcing Officer of the County of Oswego,

**FOURTH
AMENDED
STIPULATION**

Petitioner,
by Proceeding *in rem* pursuant to Article 11 of the
RPTL of the State of New York,
regarding the following parcels:

Index No.:
C-2021-0686
RJI No.:

Attis Ethanol Fulton, LLC 254.00-05-04.11
Attis Ethanol Fulton LLC 254.00-05-04.12
Attis Ethanol Fulton LLC 254.00-05-04.03
Attis Ethanol Fulton, LLC 254.00-05-04.08,
in the Town of Volney,

Respondents.

THIS THIRD AMENDED STIPULATION by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York with a principal office for business located at 46 East Bridge Street, Oswego, New York 13126 (hereinafter "County") and **HIGHSORE CAPITAL, LLC**, a domestic limited liability company, with an office for conducting business located at 2233 Nostrand Avenue, 3rd Floor, Brooklyn, New York 11210 (hereinafter "Highscore"), sets forth as follows:

WITNESSETH:

1. WHEREAS, the County and Highscore have, heretofore, entered into a Stipulation concerning the above-referenced parcels; and
2. WHEREAS, the County is aware of further progress being made towards a possible closing and sale but more time is necessary as concerns due diligence, permits and the like; and
3. WHEREAS, both Highscore and the County are amenable to a **FOURTH** amended stipulation granting a further deadline extension and amendment of the original Stipulation (hereinafter "original Stipulation") signed February 27, 2023 and Judgment and Order entered February 27, 2023, and as subsequently so ordered by the Court, upon mutual consent of the parties with the rest and remainder of the original Stipulation to remain in full force and effect.

NOW, THEREFORE, the County and Highscore mutually agree to amend the Stipulation as follows and consent to an amendment of the February 27, 2023 Judgment and Order, as subsequently extended and amended, as may be necessary to confirm or so order same:

4. Paragraph 19.c. of the original Stipulation entered into by an between the County and Highscore be and is hereby **AMENDED** to grant an extension as follows (deletions are stricken out, new language is in **bold**):

19.c. Highscore consents to the county acquiring tax title by deed consistent with this stipulation a judgment based thereupon and, should a sale to Global Partners not close by ~~June 20, 2023~~ **February 15, 2024**, Highscore shall have the exclusive right to purchase the property from the County for the sum of all taxes, penalties and interest presently owed as of December 31, 2022 **together with all 2023 and 2024 county and town taxes interest and penalties and all delinquent/unpaid school taxes and any returned taxes or other lawful charges and together with interest and penalties then due and owing.** Notwithstanding the foregoing, if either (i) Highscore and Global are unable to agree on final terms of the Transaction following a good faith effort in respect thereof, or (ii) Global determines that it no longer wishes to proceed with the Transaction, Highscore shall be entitled to exercise its right to purchase the property promptly thereafter on the terms described above. In furtherance of the foregoing, Highscore, its representatives, or advisors may enter onto, evaluate, and perform such diligence on the property as it may determine until any sale of the property closes. Upon the failure or inability of Highscore to pay same by close of business on ~~June 23, 2023~~ **February 15, 2024**, all of its rights, title and interest in and to the Attis Facility properties covered by this stipulation shall be foreclosed and the county shall be free to market and sell the Attis Facility as of ~~June 24, 2023~~ **February 16, 2024** and to retain the proceeds thereof **as allowed by law**. This does not affect Highscore's rights to proceed under the note against Attis and/or guarantors.

5. The rest and remainder of the Stipulation remains in force and effect per its terms except as amended herein. The parties further consent to an amended Judgment and Order or submitting this stipulation to be "so ordered" as concerns the extension granted herein.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation as of the dates set forth hereinbelow.

COUNTY OF OSWEGO

HIGHSCORE CAPITAL, LLC

By: _____
Hon. James Weatherup
Chair of the Legislature

By: _____
Name and title to be printed beneath.

Dated: December 14, 2023

Dated: December ____, 2023

RESOLUTION NO. 421

**RESOLUTION CONTINUING AND RENEWING THE FORM AND AMOUNT OF
BLANKET SURETY COVERING ALL OFFICERS AND EMPLOYEES OF THE
COUNTY OF OSWEGO (*Insurance Department*)**

By Legislator Holst:

WIHEREAS, the County of Oswego has, for many years, maintained a continuous blanket surety bond for all of its elected and appointed officers and employees consistent with requirements of state law; and

WHEREAS, certain county agreements with New York State also require the county maintain same; and

WIHEREAS, a resolution is both necessary and desirable,

NOW, therefore, upon the recommendation of the Government, Courts and Consumer Affairs Committee of this body, it is hereby,

RESOLVED that the Oswego County Legislature hereby continues, renews and approves a continuous blanket surety bond in an amount not less than \$500,000 from a corporate surety company duly authorized to conduct business within the State of New York, as sufficient surety for the purpose of covering all elected and appointed county officers and employees of the County of Oswego; and, to ensure that said county officers and employees will faithfully discharge the duties of their respective offices and positions; and, that all trusts imposed upon them by virtue of their respective offices and positions, including the duty of promptly accounting for and paying over all county monies and property received by them as such officer or employee, in accordance with law; and, that if any of the said officers and employees fail to perform any of the above-mentioned conditions, or is in default thereof, that said corporate surety will pay to the County of Oswego and/or the People of the State of New York, as the case may be, all damages, costs and expenses resulting from said default or omission not exceeding the amount specified hereinabove. Furthermore, this body finds and determines a separate bond or undertaking for any elected or appointed official, position and/or employee, shall not be required for that individual's faithful performance and waives any separate obligation for same due to the continuous blanket surety bond being in force which includes faithful performance coverage; and, it is further

RESOLVED, that this resolution shall continue in full force and effect pending subsequent resolution of the County Legislature.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

RESOLUTION NO. 422

**RESOLUTION ADOPTING COUNTY BUDGET FOR THE FISCAL YEAR
COMMENCING JANUARY 1, 2024**

By Legislator Laurie Mangano:

PURSUANT to the formal actions taken by this body during meetings of the 2023 Legislature, in reviewing the requests and recommendations and the approved amendments thereto, for the appropriation of funds of the County General and Highway Services for the year 2023, be it

RESOLVED, that the County General Budget for the year 2024, including all County General and Highway Services, as the same was presented by the Finance and Personnel Committee, and as amended and revised by this body during the meetings thereon, be, and the same hereby is, adopted by general object number appropriation within each department, for and as the official budget for the County of Oswego for the Fiscal Year commencing January 1, 2024.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 19 NO: 3 ABSENT: 2 ABSTAIN: 0 VACANT: 1

RESOLUTION NO. 423

RESOLUTION MAKING APPROPRIATION FOR THE CONDUCT OF COUNTY GOVERNMENT FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024

By Legislator John Martino:

WHEREAS, this County Legislature by Resolution heretofore adopted, has approved and adopted the budget for the provision of County Government Services; now therefore be it

RESOLVED, that the several amounts, as specifically recited and reflected in the final column (total) of the respective budgets be, and the same hereby are, appropriated for the objects and purposes as so recited and specified, effective the 1st day of January, 2024.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1

RESOLUTION NO. 424

RESOLUTION AUTHORIZING CHAIRMAN AND CLERK TO HANDLE ALL UNFINISHED BUSINESS THROUGH DECEMBER 31, 2023

By Legislator David Holst:

Pursuant to the approval and recommendation of the Government, Courts and Consumer Affairs Committee of this body, be it

RESOLVED, that the Chairman and Clerk of the Oswego County Legislature be, and they hereby are, authorized to look after the interest of the County in all matters unfinished or in any matter which may arise which the County may be interested through the end of the calendar year 2023: Also to direct the prosecution and defense of all legal claims and proceedings in which the County may be interested and either of them are hereby authorized to verify any and all proceedings, affidavits or other papers in such actions or proceedings, to attend all highway and other meetings in which the County may be interested: Also to look after any legislation in which the County may be interested or which may affect the county.

ADOPTED BY VOICE VOTE ON DECEMBER 14, 2023:

YES: 22 NO: 0 ABSENT: 2 ABSTAIN: 0 VACANT: 1