

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR  
SEPTEMBER 11, 2023**

OSWEGO COUNTY LEGISLATURE

- 269 RESOLUTION APPOINTING AN INDIVIDUAL TO FILL A VACANCY IN THE OFFICE OF COUNTY LEGISLATOR IN AND FOR THE 15<sup>TH</sup> LEGISLATIVE DISTRICT
- 270 RESOLUTION RE-APPOINTING A DIRECTOR TO THE BOARD OF DIRECTORS OF THE WESTERN REGIONAL OFF TRACK BETTING CORPORATION PURSUANT TO RACING, PARI-MUTUEL WAGERING AND BREEDING LAW §502
- 271 RESOLUTION URGING GOVERNOR HOCHUL TO VETO A.04282B/S.3505B AS CONCERNS MOVING LOCAL ELECTIONS TO EVEN NUMBERED YEARS
- 272 RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH SIMMONS HANLY CONROY, LLC RELATIVE TO INVESTIGATING THE FEASIBILITY OF COMMENCING LITIGATION AGAINST INSULIN AND DIABETES MEDICATION MANUFACTURERS ET AL.
- 273 RESOLUTION AMENDING RESOLUTION NUMBER 207 OF 2020 CONCERNING THE RETENTION AND DISPOSITION SCHEDULE FOR LOCAL GOVERNMENT RECORDS (LGS-1), AS AMENDED
- 274 RESOLUTION AUTHORIZING ENTERING INTO A STIPULATION IN A TAX CERTIORARI PROCEEDING WITH THE TOWN OF VOLNEY AND HIGHSORE CAPITAL CONCERNING THE FORMER ATTIS ETHANOL FULTON FACILITY PARCELS
- 275 RESOLUTION AUTHORIZING ACCEPTANCE OF ADDITIONAL ABPP GRANT FUNDING OF \$30,083.98 FROM STATE BOARD OF ELECTIONS TO OSWEGO COUNTY
- 276 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION COUNTY CLERK PURCHASE OF RECORDS MANAGEMENT SYSTEM FOR RECORDS CENTER
- 277 RESOLUTION SETTING STANDARD WORKDAYS AND REPORTING FOR ELECTED AND APPOINTED OFFICIALS
- 278 RESOLUTION ACCEPTING GRANT FROM THE OSWEGO COUNTY ATV CLUB, INC. REGARDING ENHANCED ATV SAFETY AND ENFORCEMENT

- 279 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FOR SHERIFF'S OFFICE TO PURCHASE TWO (2) TRUNARC DEVICES FOR SHERIFF'S OFFICE AND DRUG TASK FORCE, FROM ARPA FUNDS
- 280 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO TRANSFER FUNDS FROM SALARIES & WAGES TO ADDITIONAL HOURS IN THE PROBATION DEPARTMENT
- 281 RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES-OTHER EQUIPMENT EXTERNAL SPEAKER INSTALL
- 282 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES-OTHER EQUIPMENT FOR TECHNOLOGY EQUIPMENT
- 283 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES-ACCEPT NYS CHILD CARE BLOCK GRANT 2023 PANDEMIC FUNDS
- 284 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE ADOPTION SUBSIDY
- 285 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE FOSTER CARE FUNDING
- 286 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE FOOD BANK OF CENTRAL NEW YORK
- 287 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES-OTHER EQUIPMENT MEDICAID COPIER
- 288 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE CODE BLUE ALLOCATION ACCEPTANCE
- 289 RESOLUTION APPROVING PARKS & RECREATION, CAMP HOLLIS AND CAMP ZERBE, 2024 FEE SCHEDULE
- 290 RESOLUTION CONCERNING A ZONING AREA VARIANCE REQUEST CONCERNING THE KONU PROPERTY ADJACENT TO CAMP HOLLIS IN THE TOWN OF OSWEGO

- 291 RESOLUTION AUTHORIZING BUDGET MODIFICATION OFFICE FOR THE AGING; ACCEPTING SENIOR PICNIC TRANSPORTATION DONATIONS 2023
- 292 RESOLUTION AUTHORIZING THE CREATION/BUDGET MODIFICATION OF THREE POSITIONS IN THE HEALTH DEPARTMENT (1) SENIOR HEALTH PROGRAM SPECIALIST AND (2) HEALTH PROGRAM SPECIALISTS
- 293 RESOLUTION AUTHORIZING HEALTH DEPARTMENT FEE SCHEDULE FOR ENVIRONMENTAL SERVICES
- 294 RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT, PART ERF 360 PERMIT RENEWAL ENGINEERING SERVICES, BETWEEN OSWEGO COUNTY DEPARTMENT OF SOLID WASTE AND BARTON+LOGUDICE, D.P.C
- 295 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE- INSURANCE RECOVERY FUND TO DEPARTMENT OF SOLID WASTE EXPENSE ACCOUNT
- 296 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE- MRF BUILDING ROOF REPAIR
- 297 RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1323, ERF CAPITAL REPAIRS, REDUCING 0422 AND CLOSING 1122
- 298 RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT COOLING WATER INTAKE STRUCTURE REPAIRS ENGINEERING
- 299 RESOLUTION AUTHORIZING BUDGET MODIFICATION AT THE OSWEGO COUNTY AIRPORT TO INCREASE THE GAS AND OIL BUDGET LINE TO PURCHASE AVIATION GAS FOR RESALE
- 300 RESOLUTION AUTHORIZING THE CHAIR OF THE LEGISLATURE TO ENTER INTO AN AGREEMENT WITH FIELDTURF USA, INC. CONCERNING TURF REPLACEMENT AT LEGENDS FIELDS
- 301 RESOLUTION ESTABLISHING CAPITAL PROJECT #1423 – PARKING LOTS
- 302 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT BETWEEN OSWEGO COUNTY TREASURER’S OFFICE AND THREE+ONE INVESTMENT SERVICES TO PROVIDE PROPRIETARY REPORTS AND DATA RELATED SERVICES

- 303 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO TRANSFER FUNDS FROM THE HEALTH DEPARTMENT TO HUMAN RESOURCES DEPARTMENT FOR THE SAFETY DATA SHEET SYSTEM PROGRAM
- 304 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FROM GENERAL FUND BALANCE TO THE OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT TO PAY BACK NYS HEALTHCARE WORKER BONUS PAY
- 305 RESOLUTION AUTHORIZING BUDGET MODIFICATION TO TRANSFER FUNDS FROM REPRODUCTION EXPENSE TO ADDITIONAL HOURS EXPENSE
- 306 RESOLUTION AUTHORIZING THE AMENDMENT OF GRADES IN THE MANAGEMENT COMPENSATION PLAN FOR ATTORNEY TITLES
- 307 RESOLUTION AUTHORIZING THE AMENDMENT OF THE MANAGEMENT COMPENSATION PLAN
- 308 RESOLUTION AUTHORIZING BUDGET MODIFICATION TO INCREASE OTHER EQUIPMENT FOR FIXED ASSET MONITORING
- 309 RESOLUTION AUTHORIZING ACCEPTANCE OF ADDITIONAL TIER GRANT FUNDING AND ESTABLISHING CAPITAL PROJECT NO. 1523 – CLEAR BALLOT VOTING MACHINES
- 310 RESOLUTION AUTHORIZING THE COMMENCEMENT OF A PHASE II ENVIRONMENTAL ASSESSMENT STUDY ON CERTAIN COUNTY PROPERTY LOCATED IN THE VILLAGE OF CLEVELAND
- 311 RESOLUTION AUTHORIZING THE COUNTY HIGHWAY SUPERINTENDENT TO ENTER INTO SNOW AND ICE AGREEMENTS ON CERTAIN TERMS

**RESOLUTION NO. 269**

**RESOLUTION APPOINTING AN INDIVIDUAL TO FILL A VACANCY IN THE  
OFFICE OF COUNTY LEGISLATOR IN AND FOR THE 15<sup>th</sup> LEGISLATIVE  
DISTRICT**

By Legislator David Holst:

WHEREAS, a vacancy has occurred in and for Legislative District 15, and

WHEREAS, section two of County of Oswego Local Law Number 2 of 1971 provides that a vacancy in the office of county legislator shall be filled by the appointment of the County Legislature; and

WHEREAS, it is both necessary and desirable to appoint to said vacancy a person who is a duly qualified resident of the 15<sup>th</sup> legislative district and whom will continue to represent the constituents of the 15<sup>th</sup> legislative district until such time as a successor is chosen in the November General Election of 2023; and

WHEREAS, the Government Courts and Consumer Affairs Committee of this body was presented with one qualified candidate and has forwarded to this body the name of Kevin Hill of the City of Oswego as the committee's recommended candidate.

NOW, THEREFORE, upon recommendation of the Government Courts and Consumer Affairs Committee, and the approval of the County Legislature, it is hereby

RESOLVED, that by the following roll call vote, the candidate receiving a majority vote is hereby appointed to the Office of County Legislator in and for the 15th Legislative District, together with all the rights and privileges pertaining thereto, for a term ending on December 31<sup>st</sup>, 2023.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 17    NO: 2    ABSENT: 5    VACANT: 1    ABSTAIN: 0**

**RESOLUTION NO. 270**

**RESOLUTION RE-APPOINTING A DIRECTOR TO THE BOARD OF  
DIRECTORS OF THE WESTERN REGIONAL OFF-TRACK BETTING  
CORPORATION PURSUANT TO RACING, PARI-MUTUEL WAGERING AND  
BREEDING LAW §502**

By Legislator David Holst:

WHEREAS, the Western Regional Off-Track Betting Corporation is a body corporate and politic constituting a public benefit corporation which encompasses a region which includes the County of Oswego; and

WHEREAS, pursuant to Racing, Pari-Mutuel Wagering and Breeding Law §502, and according to the last federal census, the County of Oswego may appoint one (1) member to the board of directors of said corporation; and

WHEREAS, the candidate for appointment has successfully passed a background investigation as required by 9 N.Y.C.R.R. 5207.1 and is a resident of the County of Oswego; and

WHEREAS, it is in the best interests of the County of Oswego to re-appoint Mark Bombardo, qualified member, to the board to represent this county,

NOW, THEREFORE, upon recommendation of the Government, Courts & Consumer Affairs Committee of this body it is hereby,

RESOLVED, that Mark Bombardo, a resident of the Town of Hastings be and is hereby appointed as a member of the Board of Directors of the Western Regional Off-Track Betting Corporation effective immediately to serve at the pleasure of this Legislature pursuant to Racing, Pari-Mutuel Wagering and Breeding Law §502(1) ; and, it is further

RESOLVED, that the Clerk of the Legislature shall cause a certified copy of this resolution to be sent to the corporation upon its adoption.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**



**RESOLUTION NO. 271**

**RESOLUTION URGING GOVERNOR HOCHUL TO VETO A.04282B/S.3505B AS  
CONCERNS MOVING LOCAL ELECTIONS TO EVEN NUMBERED YEARS**

By Legislator Holst:

WHEREAS, the Legislature of the County of Oswego believes that increasing participation in the election process and reducing costs of government operations is good for our republic, and

WHEREAS, during the 2023 legislative session, Assembly Member Amy Paulin and State Senator James Skoufis reintroduced this legislation, which would move local elections to even-numbered years, and

WHEREAS, versions of this legislation were introduced in previous years and failed to reach the floor for a vote due to lack of support, and

WHEREAS, after the 2022 session concluded, the bill sponsor indicated that hearings would be held on the proposal through the Election Committee process, and

WHEREAS, no such hearings were held, and

WHEREAS, the proposed legislation circumvented the legislative committee process during the legislative session, limiting public input and understanding of the impacts, and

WHEREAS, there has been no financial analysis or operational analysis of the impacts on local Boards of Elections, and

WHEREAS, this legislation passed in the middle of the night on the last days of the legislative session, which is counter to the idea of an open and transparent government, and

WHEREAS, the Legislature of the County of Oswego has many concerns with this bill, especially its diminishment of adequate attention to local issues and local voices, and

WHEREAS, by forcing local elections to compete against national and state-level campaigns, this legislation will decrease voters' attention to important local issues and deprive local candidates of appropriate platforms to explain their stance on issues, and

WHEREAS, moving local elections to even-numbered years would increase the cost of campaigns for local office due to advertising prices being driven up by demand from national and state level campaigns, thereby reducing the ability of local campaigns to get their messages out, and

WHEREAS, this legislation excludes elections to offices in New York City and all

other cities and villages in New York State, as well as certain offices within all counties and towns, thereby negating any possible savings to local Boards of Election, and

WHEREAS, this legislation usurps Home Rule powers reserved by local governments and protected by the Constitution of the State of New York, raising questions of legality and constitutional authority, and

WHEREAS, local municipalities have had the ability to change their elections to even-numbered years for decades, and have chosen not to do so, and

WHEREAS, establishing the schedule of local elections is the right of the local government, supported by more than a century of precedent, and

WHEREAS, the Assembly Bill sponsor indicated that she had not received any messages of support for this proposal from any of the 57 Counties and 933 Towns across New York State impacted by this legislation,

NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body it is hereby,

RESOLVED, that the Legislature of the County of Oswego calls on Governor Hochul to strongly oppose this legislation and utilize her veto authority to reject this proposal, and be it further

RESOLVED, that the Clerk of the Oswego County Legislature be, and hereby is, directed to forward certified copies of this resolution to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart Cousins, Assembly Speaker Carl Heastie, Senate Minority Leader Robert Ort, Assembly Minority Leader William Barclay, Assembly Bill Sponsor Amy Paulin, Senate Bill Sponsor James Skoufis, Senator Mark Walczyk, Senator John Mannion, Assemblyman Brian Manktelow, as well as to any others deemed necessary and appropriate.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 18    NO: 2    ABSENT: 5    ABSTAIN: 0**



**RESOLUTION NO. 272**

**RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER  
AGREEMENT WITH SIMMONS HANLY CONROY, LLC RELATIVE TO  
INVESTIGATING THE FEASIBILITY OF COMMENCING LITIGATION  
AGAINST INSULIN AND DIABETES MEDICATION MANUFACTURERS ET AL.**

By Legislator Holst:

WHEREAS, insulin was first invented in 1921 and ranks among the leading medical miracles of the 20<sup>th</sup> Century; and

WHEREAS, it has been alleged that major insulin manufacturers such as Novo Nordisk Inc., Sanofi-Aventis U.S. LLC and Eli Lilly and Company, as well as some major pharmacy benefit managers, have engaged in conduct which have artificially inflated the cost of insulin and other diabetic medications for individuals as well as health insurance plans; and

WHEREAS, the states of New York, California, Kentucky, Illinois as well as other jurisdictions have sued insulin manufacturers and pharmacy benefit managers for engaging in coordinated activities to artificially increase the cost of insulin and other diabetic medications and on other related grounds; and

WHEREAS, the county is self-insured for employee health (and their dependents), retiree health and prescription costs for incarcerated individuals; and

WHEREAS, Simmons Hanly Conroy, LLC has, heretofore, represented the county in opioid-related litigation and possesses the requisite skills and experience to investigate and explore the feasibility of the County of Oswego bringing litigation against insulin manufacturers and major pharmacy benefit managers on a contingent fee basis; and

WHEREAS, the commencement of any litigation will require a subsequent resolution of the County Legislature,

NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body and the County Attorney, it is hereby,

RESOLVED, that the Chair of the Legislature and County Attorney be, and are hereby, authorized to execute the annexed agreement with Simmons Hanly Conroy, LLC.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**AGREEMENT**

**WITNESSETH:**

**WHEREAS**, the Oswego County Attorney wishes to determine the feasibility of Oswego County ("COUNTY") bringing an action against the manufacturers of insulin and diabetes medications (Manufacturers) and pharmacy benefit managers that work in concert with such Manufacturers (PBMs) for damages to the COUNTY arising out of the Manufacturers and PBMs' concerted actions to dictate the availability and pricing of insulin and diabetes medications for most of the U.S. market, including the COUNTY; and

**WHEREAS**, the County Attorney understands based upon the pendency of similar litigation pending in the United States that the COUNTY may have various viable causes of action under state law against such Manufacturers and PBMs; and

**WHEREAS**, the COUNTY wishes to retain outside counsel to investigate and if appropriate commence litigation against such Manufacturers and PBMs, with all work to be performed on a contingency fee basis and without the COUNTY advancing costs and expenses for such litigation; and

**WHEREAS**, the COUNTY has investigated the qualifications of various outside law firms with respect to a potential action against the Manufacturers and PBMs of; and

**WHEREAS**, the COUNTY has decided that it wishes to engage SIMMONS HANLY CONROY LLC ("SHC"), a national law firm with offices in New York, Illinois, Missouri and California, to investigate the viability of and if appropriate prosecute an action against such Manufacturers and PBMs;

**NOW THEREFORE**, in consideration of the covenants, promises, and consent herein contained, the parties agree as follows; and

1. SHC, for the consideration herein provided, agrees to represent the COUNTY in connection with investigating and if appropriate bringing an action against Manufacturers and

PBMs. At a minimum SHC shall provide the following services: work with the COUNTY to determine the extent to which the COUNTY may have been harmed by the Manufacturers and PBMs' actions; work with COUNTY personnel to determine the viable causes of action available to the COUNTY; and determine which if any Manufacturers and PBMs should be targeted in a lawsuit. After such identification, and only as authorized by the COUNTY, SHC will, on behalf of the COUNTY, bring a lawsuit against those parties identified by SHC and agreed to by the COUNTY.

2. This Agreement shall cover the period from July, 2023, until the termination of the litigation or termination of the legal services rendered hereunder, whichever is sooner. This Agreement may be terminated by the COUNTY upon at least 10-days' notice, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by the COUNTY against the defendants subsequent to termination, SHC shall have rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to its work prior to termination. In the event of termination of this Agreement for any reason, SHC shall immediately return to the COUNTY all materials and documents of every kind and nature, including but not limited to COUNTY documents and computer disks, relating to this Agreement and the above-mentioned matter.

3. a. There is no fee for this representation unless a monetary recovery acceptable to the COUNTY is obtained by SHC in favor of the COUNTY, whether by suit, settlement, or otherwise. SHC agrees to advance all costs associated with prosecuting the litigation. Subject to paragraph 3 (b), below, and in consideration of the legal services to be rendered by SHC, the COUNTY agrees that the maximum contingent attorneys' fees for this representation shall be a 33.33% gross fee.

Upon the application of the applicable fee percentage to the gross amount recovered, and that dollar amount set aside as attorneys' fees to SHC, the amount remaining shall first be reduced

by the costs and disbursements that have been advanced by SHC and approved by the COUNTY, and that amount shall be remitted to SHC. By way of example only, if the litigation is settled after rulings on motions to dismiss (section 3 (a) (ii), above) for the gross amount of \$1,000,000.00, and the approved costs and disbursements are \$100,000.00, then the fee to SHC shall be \$200,000, the costs amount of \$100,000 shall be deducted from the balance, and the net recovery to the COUNTY shall be \$700,000. The costs and disbursements which may be deducted from a monetary recovery acceptable to the COUNTY that is obtained by SHC include the following, without limitation: court fees, process server fees, transcripts fees, expert witness fees, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses and the like, and other appropriate out-of-pocket expenses, as determined in the reasonable discretion of the COUNTY. In the event that any settlement, final judgment, or other resolution of the action results in a monetary recovery to the COUNTY that is less than the amount of the costs incurred and/or disbursements made by SHC, the COUNTY shall not be required to pay SHC any more than the sum of the full monetary recovery.

b. No monies shall be paid to SHC for any work performed, costs incurred or disbursements made by SHC in the event no monetary recovery to the COUNTY has been obtained by SHC. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the lawsuit by the court, no monies shall be paid to the SHC for any work performed, costs incurred or disbursements made by the SHC. In such an event, neither party shall have any further rights against the other.

4. The COUNTY shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the COUNTY's option to withhold, for the purposes of set-off, any moneys due to SHC under this Agreement up to any amounts due and owing to the COUNTY with regard to this Agreement. The COUNTY shall exercise its set-off rights in accordance with normal COUNTY practices including, in cases of set-off pursuant to an

audit, the finalization of such audit by the COUNTY agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

5. SHC shall report to and keep the County Attorney fully and currently informed as to its activities under this Agreement.

6. It is expressly agreed that SHC's status hereunder is that of an independent contractor and the SHC shall not be considered an employee of the COUNTY for any purpose.

7. All professional work performed under this Agreement shall be performed by SHC in accordance with existing professional standards. SHC shall exert its best efforts and use its best judgment in review and analysis and preparation of opinions and memoranda and representation in such proceedings.

8. Without the prior written approval of the County Attorney, SHC shall not simultaneously represent other private clients in actions or proceedings against the COUNTY, its agencies or COUNTY employees in their official capacity. The representation of any individual in a dispute concerning the legal relationship between the individual and the COUNTY or its agencies would also create a conflict which could require disqualification. SHC shall disclose to the COUNTY the existence of any such adverse interests whether existing or potential. This duty shall continue so long as SHC is retained on behalf of the COUNTY or its employees. The determination as to when a conflict exists shall ultimately be made by the County Attorney after full disclosure is obtained.

9. SHC shall not have the power to enter into any agreement binding the COUNTY or otherwise obligating the COUNTY without the prior written approval of the County Attorney.

10. SHC represents and warrants that it has not offered or given any gratuity to any official, employee or agent of COUNTY, of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the

performance of an agreement.

11. The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid agreements with the COUNTY, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of any party to this Agreement.

12. SHC shall provide a certificate of lawyers' professional liability insurance with limits of not less than \$2,000,000 per claim. It is further expressly agreed that SHC shall hold the COUNTY harmless from any liability arising from any negligence, act or omission of SHC with respect to this Agreement or any terms thereof.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law rules. Venue shall be designated in the Supreme Court of the State of New York, in and for Oswego County, New York, or in the United States District Court for the Northern District of New York.

14. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

15. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.



SIMMONS HANLY CONROY LLC

COUNTY OF OSWEGO

By (printed): \_\_\_\_\_

By (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

APPROVED by County Attorney (as necessary):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



**SIMMONS HANLY CONROY**  
A NATIONAL LAW FIRM

# Leaders in the Fight Against Corporate Wrongdoing

Simmons Hanly Conroy is one of the country's largest plaintiff law firms dedicated to helping those injured by corporate wrongdoing. Our attorneys have effectively invented large-scale, multi-defendant opioid litigation against drug manufacturers and distributors, recovering billions on behalf of individuals, businesses and municipalities.

Simmons Hanly Conroy is proud to serve as a trusted ally to local and state governments who need help covering the often debilitating costs associated with fighting the opioid crisis on a county and city level.



## **Insulin Price Fixing Investigation**

The firm is now partnering with counties to hold manufacturers and pharmacy benefit managers responsible for manipulating the availability and pricing of insulin and diabetes medications.



**SIMMONS HANLY CONROY**  
A NATIONAL LAW FIRM



"We are a threat to defendants because we are everywhere. They know they have to deal with us, and we are prepared to try cases."

– Named Shareholder & Trial Attorney Jayne Conroy

## What Sets Us Apart

Our lawyers have held key leadership roles in groundbreaking litigation against Purdue Pharma and Abbott Laboratories, alleging 5,000 clients' addictions to OxyContin was a result of the manufacturers' fraudulent marketing campaigns that claimed the opiate was not as addictive as alternative drugs. We have secured over \$1.7 billion in settlements from multiple major opioid manufacturers and distributors for Suffolk and Nassau County, as well as the state of New York, its counties and New York City.

We have a long track record of holding opioid manufacturers accountable for misleading marketing. In 2003, Jayne served as co-lead of the ongoing opioid MDL, representing more than 5,000 individuals against Purdue Pharma, the manufacturer of OxyContin.

By implementing a successful discovery plan, our legal team uncovered evidence proving the full extent of Purdue's criminality and its fraudulent marketing campaign designed to persuade physicians that OxyContin was not addictive. Following a 3-year battle, which included the firm filing more than 1,200 cases in various courts across the country, Purdue Pharma settled the litigation for a significant confidential settlement in 2007.

The litigation also led to a Department of Justice investigation that resulted in Purdue Pharma paying more than \$600 million in fines. Three of its executives also pled guilty to criminal charges that they misled regulators, doctors and patients about the drug's risk of addiction and personally paid millions of dollars in fines.

## Simmons Hanly Conroy Results

- \$523 Million in settlements by Teva and Andia to pay New York opioid claims
- \$34 Million in cash and to provide \$20 million of the overdose reversal drug Narcan from Teva and Allergan to pay San Francisco
- \$4.25 Billion to be paid by Teva Pharmaceuticals to New Mexico
- \$2.37 Billion in settlements to New Mexico by Allergan
- \$13 Billion in settlements by Walgreens, CVS, and Walmart
- Over \$1.7 Billion in settlements with multiple opioid manufacturers and distributors as part of the consolidated New York State opioid trial
- \$26 Billion global settlement with McKesson Corp., Cardinal Health Inc., AmerisourceBergen Drug Corp. and Johnson & Johnson as part of the National Prescription Opiate MDL
- Over \$1.7 Billion for those affected by J&J/DePuy Pinnacle hip replacement devices
- \$650.5 Million in abatement fees against CVS, Walgreens and Walmart in Lake and Trumbull counties in Ohio for contributing to the opioid epidemic
- \$1.69 Billion for clients who suffered serious side effects after taking Yaz/Yasmin birth control medication
- \$290 Million in verdicts as part of the testosterone replacement therapy (TRT) MDL for failing to warn men about the risk of heart attacks and other complications
- \$2.3 Billion global settlement for more than 3,500 clients who took the diabetes drug Actos, which allegedly caused bladder cancer and other serious health problems
- \$3 Million trial verdict for the family of a child born with bilateral cleft palate and lip as a result of her mother taking the migraine headache drug Topamax during her pregnancy
- \$299 Million global settlement for Chantix multidistrict litigation

[simmonsfirm.com](http://simmonsfirm.com) | Headquarters | One Court Street, Alton, Illinois 62002

Simmons Hanly Conroy, LLC, One Court Street, Alton, IL 62002. John Simmons, admitted in IL, GA and FL. The choice of a lawyer is an important decision that should not be based solely upon advertisements. Prior results do not guarantee a similar outcome. Consult your physician before any medical decision. ©2023 Simmons Hanly Conroy, LLC.

**RESOLUTION NO. 273**

**RESOLUTION AMENDING RESOLUTION NUMBER 207 OF 2020 CONCERNING  
THE RETENTION AND DISPOSITION SCHEDULE FOR LOCAL GOVERNMENT  
RECORDS (LGS-1), AS AMENDED**

By Legislator David Holst:

WHEREAS, the County of Oswego has, heretofore, adopted records retention schedules under the New York State Arts and Cultural Affairs Law by virtue of Resolution Number 207 of 2020; and

WHEREAS, the Retention and Disposition Schedule for Local Government Records (LGS-1) as was updated by the State of New York in 2022; and

WHEREAS, due to the update, certain pages for the 2020 schedule Local Government Records have been amended, superseded or replaced; 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, by the Legislature of the County of Oswego that the Retention and Disposition Schedule for New York Local Government Records, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, be and is hereby ADOPTED as amended in 2022 for use by all officers in legally disposing of valueless records listed therein; and, it is further

RESOLVED, that in accordance with Article 57-A: (a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records after they have met the minimum retention periods described therein; and, (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods; and, it is further

RESOLVED, that this body hereby AMENDS the retention schedule adopted by Resolution Number 207 of 2020 to include the LGS-1 2022 required updates and directs that link to the new Retention and Disposition Schedule for Local Government Records (LGS-1) shall be distributed to all county departments due to the fact it is over 50 pages together with a copy of this resolution indicating it the new schedule is to take effect immediately.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**RESOLUTION NO. 274**

**RESOLUTION AUTHORIZING ENTERING INTO A STIPULATION IN A TAX  
CERTIORARI PROCEEDING WITH THE TOWN OF VOLNEY AND  
HIGHSORE CAPITAL CONCERNING THE FORMER ATTIS ETHANOL  
FULTON FACILITY PARCELS**

By Legislator Holst:

WHEREAS, Highscore Capital, LLC, grieved the tentative assessed values concerning the 2023 assessment year on the former Attis Ethanol Fulton facility, as an interested party, due to its involvement under a stipulation in an *in rem* tax foreclosure proceeding as between Highscore and the county and due to the fact Highscore also holds a pending mortgage foreclosure against one of the five parcels (Messer, LLC) which is not tax delinquent; and

WHEREAS, the County of Oswego, as owner of four of the five former Attis Ethanol Fulton parcels, is a necessary party required to be named in the RPTL Article 7 tax certiorari proceeding; and

WHEREAS, the facility has been assessed at a higher assessed value than full market value due, in part, to the fact that the assessments were not re-visited when the RPTL §412-a exemption was removed due to the COIDA PILOT agreement being cancelled in 2019 on all five parcels; and

WHEREAS, additionally, the former assessed values did not reflect that this facility has not been in operation and has been dormant since 2019; and

WHEREAS, a stipulated reduction in assessed value assists with the marketing of the facility to a third party and also reduces the county's obligation going forward to other jurisdictions on any returned/re-levied taxes to be paid by the county; and

WHEREAS, the Town of Volney, as the assessing unit, and Highscore have, after various negotiations, reached a proposed stipulation as to the assessed values of the facility and are now seeking the county's consent and approval regarding same; 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 this body consents and approves a stipulation substantially in the following form as the attached draft under index number EFC-2023-1047 and hereby authorizes and directs the execution of same by the County Attorney.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 19    NO: 1    ABSENT: 5    ABSTAIN: 0**

STATE OF NEW YORK  
SUPREME COURT COUNTY OF OSWEGO

In the Matter of the Application for a Review Under  
Article 7 of the Real Property Tax Law of a Tax  
Assessment by

HIGHSCORE CAPITAL, LLC AND OSWEGO COUNTY,

Petitioner,

-against-

THE ASSESSOR FOR THE TOWN OF VOLNEY, THE  
BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF  
VOLNEY, AND THE TOWN OF VOLNEY, IN THE COUNTY  
OF OSWEGO, NEW YORK,

Respondents.

**STIPULATION OF  
SETTLEMENT AND  
JUDICIAL ORDER**

Index No(s).  
EFC-2023-1047

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**WHEREAS** Petitioners Highscore Capital, LLC and Oswego County (hereinafter collectively, the "Petitioner"), having duly and timely commenced the above-captioned proceedings pursuant to Article 7 of the Real Property Tax Law by and through its attorneys, Speno MacLeod, PLLC (Rebecca M. Speno, Esq., of counsel) against the Assessor for the Town of Volney, the Board of Assessment Review for the Town of Volney, the Town of Volney (collectively, the "Respondents" or "Town"), to review the assessment on real property owned by the Petitioner that was, for the 2023 assessment roll year at issue, identified by the Assessor as follows:

Parcel Nos.	Addresses
254.00-05-04.11	Co Route 57
254.00-05-04.12	OFF Co Route 57
254.00-05-04.03	376 Owens Road
254.00-05-04.08	Owens Road
254.00-05-04.06	370 Owens Road

(hereinafter, the "Subject"); and

**WHEREAS** the Town Respondents appeared by and through their attorneys, Seiter Law Firm (Graham Seiter, Esq., of counsel) and there were no other intervenors in this proceeding;



**WHEREAS**, Petitioner and Respondents are collectively referred to herein as the "Parties"; and

**WHEREAS**, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in the best interests of the Parties, so as to avoid the cost of further litigation, among other things; and

**NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED** that the Parties propose to settle and resolve their differences upon the terms and conditions set forth in this Stipulation of Settlement and Judicial Order:

1. The Subject is located in the Town of Volney, Fulton City School District and Oswego County of taxing and assessing jurisdictions and their special and other districts (e.g., fire and library districts).

2. The Parties agree that this Proceeding shall be discontinued in full as it relates to Parcel 254.00-05-04.06/370 Owens Road only, and, moreover, that this Stipulation of Settlement and Judicial Order shall not affect, in any way, the related RPTL Article 7 proceedings concerning this parcel known as "Messer, LLC v The Assessor, The Board of Assessors, and the Board of Assessment Review of the Town of Volney and the Town of Volney", Index Nos. EFC-2021-1020, EFC-2022-0864, and EFC-2023-0972 (the "Related Proceedings"). These Related Proceedings shall continue as if the above-captioned matter that originally included this parcel (Index No. EFC-2023-1047) never existed. Hereinafter, for sake of clarity, references to the "Subject" shall not include Parcel 254.00-05-04.06/370 Owens Road.

3. The original assessment on the Subject for the year at issue was:

Parcel No.	Eqr. Rate	Total Assessed Value	Equalized Assessed Value
254.00-05-04.11	70%	\$275,000	\$392,857
254.00-05-04.12	70%	\$400,000	\$571,429
254.00-05-04.03	70%	\$27,550,000	\$39,357,143
254.00-05-04.08	70%	\$200,000	\$285,714

DRAFT

4. The assessment on the Subject shall be reduced as follows:

Parcel No.	Egr. Rate	Reduced Assessed Value	Reduced Fair Market Value
254.00-05-04.11	70%	\$86,806	\$124,008
254.00-05-04.12	70%	\$126,263	\$180,375
254.00-05-04.03	70%	\$8,696,338	\$12,423,341
254.00-05-04.08	70%	\$63,131	\$90,188

5. The Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions are hereby authorized and directed to immediately make and correct the Subject's assessment as outlined above in paragraph 4 on the appropriate books and records of each such jurisdiction.

6. The Parties acknowledged and agree that the aforementioned reduced assessment on the Subject is fair, equitable, proper and just.

7. There shall be no refunds from any taxing jurisdiction or special district as applicable **provided** all future applicable tax bills for the Subject (or any one of the parcels listed herein) including specifically the 2023/24 Fulton City School District and 2024 Town of Volney and Oswego County tax bills for the Subject are corrected and reduced as set forth herein. All that is required to change these tax bills is a copy of this Entered Stipulation of Settlement and Judicial Order. No other forms or applications shall be necessary to effectuate the terms of this Order.

That said, parcels 254.00-5-04.11, -04.12, -04.03 and -04.08 are currently exempt from taxation by both the Town and County due to County ownership for the 2023/24 assessment cycle (2024 town and county bill). These parcels shall remain tax exempt until such time as the they are transferred to a nonexempt entity.

Regardless, if any such bills are not correct or corrected to reflect this Stipulation of Settlement and Judicial Order, full refunds (including but not limited to any overpayments for library taxes, fire district taxes and any other ad valorem levies) if paid shall be paid to the Petitioner as a result of the reduced assessment set forth herein for the years at issue.

DRAFT

Refund payments shall be paid within 60 days of service on the taxing entities of a demand for such refunds. Refund checks shall be made payable to Speno MacLeod, PLLC as attorneys and agents of the Petitioner, and mailed to PO Box 152, Baldwinsville, New York 13027. Interest on said refunds shall be waived if all refunds are received within 60 days of service of a demand therefore. Service on the School District, County and/or Town of Volney of any refund demand shall be sufficient to secure any special district or library refunds.

8. This action shall be discontinued without prejudice upon entry of this Stipulation of Settlement and Judicial Order. Petitioner shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and Judicial Order and to otherwise enforce this Stipulation of Settlement and Judicial Order by whatever means provided by law.

9. This Stipulation of Settlement and Judicial Order shall not be construed as a waiver of Petitioner's right to raise any constitutional claims associated with this action or the parcel(s) at issue.

10. This Stipulation of Settlement and Judicial Order shall be considered the Parties' entire understanding and agreement between and among them. There shall be no modification of this Stipulation of Settlement and Judicial Order except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court.

11. The Parties authorize their attorneys to execute this Stipulation of Settlement and Judicial Order and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this Stipulation.

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12. If any provision of this Stipulation of Settlement and Judicial Order shall be determined to be invalid, illegal, null or void, or unenforceable to any extent, the reminder of this Stipulation shall remain in effect to the fullest extent of the law.

13. This Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this Stipulation of Settlement and Judicial Order.

14. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Stipulation of Settlement and Judicial Order.

15. This Stipulation of Settlement and Judicial Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

16. An executed copy of this Stipulation of Settlement and Judicial Order, shall be entered and docketed in the appropriate County Clerk's Office by Petitioner, then filed with the Assessor's permanent records. E-mail transmission of the Notice of Entry of this Stipulation of Settlement and Judicial Order to counsel shall be sufficient.

DATED: \_\_\_\_\_

SPENO MACLEOD, PLLC

By: \_\_\_\_\_

Rebecca M. Speno, Esq.  
Kevin R. MacLeod, Esq.  
Attorneys for Petitioner  
PO Box 152  
Baldwinsville, New York 13027  
315.254.9558  
rebecca@spenomacleod.com

DATED: \_\_\_\_\_

THE TOWN OF VOLNEY

By: \_\_\_\_\_

Graham Seiter, Esq.  
Seiter Law Office  
3306 Main Street  
Mexico, New York 13114

DRAFT

315.963.7333  
gseiter@seiterlaw.com

DATED: \_\_\_\_\_

THE COUNTY OF OSWEGO

By: \_\_\_\_\_  
Richard Mitchell, Esq.  
County Attorney's Office  
46 East Bridge Street  
Oswego, New York 13126  
315.349.8296  
Rich.mitchell@oswegocounty.com

SO ORDERED AND ENTERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Hon. Gregory R. Gilbert, J.S.C.

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**RESOLUTION NO. 275****RESOLUTION AUTHORIZING ACCEPTANCE OF ADDITIONAL ABPP GRANT  
FUNDING OF \$30,083.98 FROM STATE BOARD OF ELECTIONS TO OSWEGO  
COUNTY**

By Legislator Holst:

WHEREAS, The NYSBOE has appropriated additional funds to be distributed, Oswego has been allotted \$30,083.98 to be added to budget line 545500 ABPP.

NOW, upon recommendation of the Government, Courts and Consumer Affairs committee; be it

RESOLVED, that the treasurer accept these funds to be used towards the costs of mailing absentee ballots for both the 2023 General Election and the April 2nd, 2024 Presidential Primary; now be it further

RESOLVED, that a certified copy of this resolution is delivered to the County Treasurer and by their authority to make such adjustments.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 275 of 2023**

**A1450 430890 ABPP**

**(\$30,083.98)**

**A1450 545500 ABPP**

**\$30,083.98**





# BOARD OF ELECTIONS

COUNTY OF OSWEGO  
185 EAST SENECA STREET - BOX 9 - OSWEGO, NEW YORK 13126  
FAX (315-349-8357)



Laura Brazak, Commissioner  
315-349-8350

Carol M. Bickford, Commissioner  
315-349-8351

**TO:** Phil Church, Legislator Holst

**FROM:** Board of Elections

**DATE:** 9/11/23

**RE:** Accepting Grant Funds

## INFORMATIONAL MEMORANDUM

**SUBJECT:** Acceptance of additional ABPP Grant funds

**BACKGROUND:** ABPP Grant has been extended. Additional funds have been appropriated and will be dispersed to local BOE offices.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Oswego County has been allocated an additional amount of \$30,083.98. We urge the treasurer to accept these funds into budget line 545500 ABPP. This additional money will be used towards the costs of mailing absentee ballots for both the 2023 General Election and the April 2<sup>nd</sup>, 2024 Presidential Primary. We urge you to accept these funds.

# COUNTY OF OSWEGO BUDGET MODIFICATION REQUEST

[illegible]

\$0.00 9/17/23 DATE	\$0.00 9/17/23 DATE
COUNTY ADMINISTRATOR [Signature] DATE 9-2-23	COUNTY ADMINISTRATOR [Signature] DATE 9-2-23
CHAIRPERSON [Signature] DATE 9-2-23	CHAIRPERSON [Signature] DATE 9-2-23

**\*If Personnel Services are impacted**

**RESOLUTION NO. 276**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
COUNTY CLERK PURCHASE OF RECORDS MANAGEMENT SYSTEM FOR  
RECORDS CENTER**

By Legislator David Holst:

WHEREAS, the Oswego County Legislature has approved a contract with ICC Community Development Solutions LLC; and

WHEREAS, this company will fulfill the desire of both the County Clerk and the County Legislature to modernize the Records Center; and

WHEREAS, this system will help all County Departments have access to document storage and alleviate the backlog waiting for access to the Records Center; and

Now, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body, with approval of the Finance and Personnel Committee of this body; be it

RESOLVED, that the County Treasurer be, and hereby is authorized to transfer \$40,000 from Internal ARPA A268805 into Records Management revenue line A1460.440890.ARPA and move \$40,000 from A1460.440890.ARPA to Records Management Consulting A1460.543700 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 effect such transfer and make such adjustments.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 276 of 2023**

**A1460 543700 ARPA  
A1460 408900 ARPA**

**\$40,000.00  
(\$40,000.00)**



**OSWEGO COUNTY CLERK'S OFFICE**  
46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126  
Phone 315-349-8621 315-349-8383 (Fax)

**MATHEW F BACON**  
**DEPUTY CLERK**

**TERRY M. WILBUR**  
**OSWEGO COUNTY CLERK**  
**CLERK OF SUPREME**  
**AND COUNTY COURTS**

**NANCY L. BELCHER**  
**DEPUTY CLERK OF**  
**OPERATIONS**

**DIANE PAROW**  
**DEPUTY CLERK OF MOTOR**  
**VEHICLES**  
**DMV OFFICES**  
**OSWEGO/FULTON/PULASKI**

Date: August 23, 2023

To: Members of the Government, Courts, and Consumer Affairs Committee

From: Terry M Wilbur County Clerk

**Informational Memorandum**

Subject: Purchase of Records Management System for Records Center

Purpose: To increase accounts for the purchase and implementation of the ICC Community Development Solutions LLC. Records Management system at the Records Center. The purchase of this system will be made from the Internal ARPA fund account ARPA A268805 into the Records Management revenue line A1460. 440890.ARPA and ultimately moved to the Records Management Consulting line A1460.543700. The total amount moved into these accounts is \$40,000.





Summary: The implementation of this Records Management System at the Records Center will alleviate the backlog of records waiting to be stored in the center. This will also cut time and expense for departments when they are looking to obtain records they placed in the center. In the end we will be able to free up space in the Records Center and be able to assist our local municipalities with records management issues.

Recommended: The Government, Courts and Consumer Affairs Committee along with the Finance and Personnel Committee approve the transfer of funds.

Action:

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

[illegible]

 DEPARTMENT HEAD		 COUNTY ADMINISTRATOR	
DATE Sept 7th 2023		DATE 9-7-23	
 *DIRECTOR OF HUMAN RESOURCES		 CHAIRPERSON	
DATE		DATE	

**\*If Personnel Services are impacted**

## RESOLUTION NO. 277

### RESOLUTION SETTING STANDARD WORKDAYS AND REPORTING FOR ELECTED AND APPOINTED OFFICIALS

By Legislator David Holst:

BE IT RESOLVED, that the County of Oswego hereby establishes the following as standard workdays for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Standard Work Day Hrs/Day	SS Number (Last 4 digits)	NYS Retirement Registration No.	Term Begins/Ends	Days/ Month based on Record of Activities
<b>ELECTED</b>						<b>ROA</b>
Legislator	Frank Bombardo	6	xxxx	xxxx	01/01/22-12/31/23	15.02
Legislator	Frank Castiglia	6	xxxx	xxxx	01/01/22-12/31/23	20.00
Legislator	Cornelius-Mangano, Laurie	6	xxxx	xxxx	01/01/22 -- 12/32/23	4.62
Legislator	Emmons, Nathan	6	xxxx	xxxx	01/01/22-08/31/23	3.06
Legislator	House, Paul	6	xxxx	xxxx	01/01/22-12/31/23	6.93
Legislator	Karasek, James	6	xxxx	xxxx	01/01/22-12/31/23	5.77
Legislator	Kline, Richard P.	6	xxxx	xxxx	01/01/22-12/31/23	9.03
Legislator	Martino, John J.	6	xxxx	xxxx	01/01/22-12/31/23	7.32
Legislator	Reehil, Roy E.	6	xxxx	xxxx	01/01/22-12/31/23	9.17
Legislator	Noelle Salmonsens	6	xxxx	xxxx	01/01/22-12/31/23	4.38
Legislator	Stahl, Tim M.	6	xxxx	xxxx	01/01/22-04/05/23	2.57
Legislator	Twiss, Patrick	6	xxxx	xxxx	01/01/22-12/31/23	5.52
Legislator	Walpole, Stephen M.	6	xxxx	xxxx	01/01/22-12/31/23	17.96
Legislator	Weatherup, James S.	6	xxxx	xxxx	01/01/22-12/31/23	19.30
Legislator	Wilmott, Robert	6	xxxx	xxxx	01/01/22-12/31/23	1.80
County Treasurer	Kevin Gardner	7	xxxx	xxxx	01/01/22 -- 12/31/25	22.79
District Attorney	Oakes, Greg	7	xxxx	xxxx	01/01/20 -- 12/31/23	20.00



County Clerk	Wilbur, Terry M.	7	xxxx	xxxx	01/01/22 – 12/31/25	20.00
<b>APPOINTED</b>						
Board of Elections	Bickford, Carol	7	xxxx	xxxx	01/01/21 – 12/31/24	19.62
Board of Elections	Brazak, Laura	7	xxxx	xxxx	01/01/21 – 12/31/24	20.00
Administrator – Indigent Defendants	Davis, Sara	6	xxxx	xxxx	01/01/22 – 12/31/23	11.31
Medical Consultant, Preventative	Liepke, Christina	6	xxxx	xxxx	01/01/23 – 12/23/23	4.78
Deputy County Coroner	Tesoriero, Richard	6	xxxx	xxxx	01/01/20 – 12/31/23	1.72

BE IT FURTHER RESOLVED that the last four digits and retirement registration number of the elected or appointed official will be shared with the New York State Retirement System as requested.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20 NO: 0 ABSENT: 5 ABSTAIN: 0**

**RESOLUTION NO. 278**

**RESOLUTION ACCEPTING GRANT FROM THE OSWEGO COUNTY ATV CLUB, INC. REGARDING ENHANCED ATV SAFETY AND ENFORCEMENT**

By Legislator Greco:

WHEREAS there are 4,615 All-Terrain Vehicles registered within Oswego County; and

WHEREAS, although the vast majority of owners are responsible and comply with laws regarding speed, use and other requirements such as registration and insurance, some do not; and

WHEREAS, the Oswego County ATV Club, Inc. has 2,000 members and wishes to donate to the Oswego County Sheriff's Office to promote ATV safety and enforcement of laws pertaining to the use of ATVs by way of enhanced patrols along public roadways and county-owned trails; and

WHEREAS a resolution is both necessary and desirable,

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

RESOLVED, that the County of Oswego hereby accepts a grant of \$1,000 from the Oswego County ATV Club, Inc., into revenue line A3110.427700 (Miscellaneous Revenue) and transfer the funds into expenditure line A3110.511000 (Salary Expense), to be used by the Oswego County Sheriff's Office for enhanced ATV patrols and safety checks along county-owned trails and roadways; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and by their authority to make such adjustments.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

Authorized Budget Modification

Res. 278 of 2023

A3110 427700

(\$1,000.00)

A3110 511000

\$1,000.00



# OSWEGO COUNTY SHERIFF'S OFFICE

ADMINISTRATION  
(315) 349-3307  
FAX (315) 349-3433

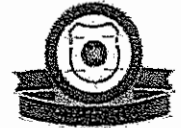
ROAD PATROL  
(315) 349-3411  
FAX (315) 349-3302

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

DONALD R. HILTON  
SHERIFF



JOHN F. TOOMEY  
UNDERSHERIFF



CIVIL DIVISION  
(315) 349-3302  
FAX (315) 349-3379  
1-800-882-7583

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

39 Churchill Road, Oswego, New York 13126-6613

## INFORMATIONAL MEMORANDUM

**SUBJECT:** Budget Modification      **DATE:** August 8, 2023

**PURPOSE:** To accept and transfer funding received from the Oswego County ATV Club.

**SUMMARY:** The Sheriff's Office requests permission to accept funds from the Oswego County ATV Club in the amount of \$1,000 into revenue line A3110.427700 (Miscellaneous Revenue) and to transfer the funds into expenditure line A3110.511000 (Salary Expense). The funds will be used to enhance patrols along public roadways and county-owned trails.

**RECOMMENDED ACTION:** The Sheriff's Office respectfully recommends the approval of this budget modification.

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT		
A3110	427700				Miscellaneous Revenue	(\$1,000)
			A3110	511000	Salary Expense	\$1,000
TOTAL AMOUNT						\$0.00

*[Signature]*  
DEPARTMENT HEAD

DATE 9-7-23

*[Signature]*

COUNTY ADMINISTRATOR

DATE

*[Signature]*

CHAIRPERSON

DATE

\*DIRECTOR OF HUMAN RESOURCES

DATE

COUNTY TREASURER

DATE

\*If Personnel Services are impacted

**RESOLUTION NO. 279****RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FOR SHERIFF'S OFFICE TO PURCHASE TWO (2) TRUNARC DEVICES FOR SHERIFF'S OFFICE AND DRUG TASK FORCE, FROM ARPA FUNDS**

By Legislator Marc Greco:

WHEREAS, the county is experiencing a rise in the use and sales of illegal narcotic drugs and controlled substances, including dangerous substances like fentanyl and carfentanil; and

WHEREAS, these substances are posing a huge risk to both the public and law enforcement officers on the front line through exposure, particularly to officers working narcotics interdiction; and

WHEREAS, in order to meet the safety needs of our community and protect officers and the residents of the county, purchasing two handheld chemical identification devices (brand name TruNarc Unlimited Model) demonstrates significant safety and law enforcement advantages for seizure and prevention of distribution of these illegal substances;

NOW, upon recommendation of the Public Safety 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 from ARPA funds from A268805 to A3110 526000 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

Authorized Budget Modification

Res. 279 of 2023

A3110 526000 ARPA  
A3110 440890 ARPA

\$67,562.16  
(\$67,562.16)



ADMINISTRATION  
(315) 349-3307  
FAX (315) 349-3483  
ROAD PATROL  
(315) 349-3411  
FAX (315) 349-3393  
CRIMINAL INVESTIGATION  
(315) 349-3378  
FAX (315) 349-3317

# OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON  
SHERIFF



JOHN F. TOOMEY  
UNDERSHERIFF

39 Churchill Road, Oswego, New York 13126-8613



CIVIL DIVISION  
(315) 349-3302  
FAX (315) 349-3373  
1-800-562-7593  
JAIL DIVISION  
(315) 349-3306  
FAX (315) 349-3349

## INFORMATIONAL MEMORANDUM

**DATE:** August 21, 2023

**SUBJECT:** Request to Purchase TruNarc

**PURPOSE:** To request ARPA funds of \$67,562.16 to purchase 2 TruNarc models and a solution kit for Road Patrol and CID. TruNarc is a portable analytical instrument used for drug detection.

**SUMMARY:** The Sheriff's Office is requesting funds for the purchase of a Thermo Scientific TruNarc handheld drug analyzer to be used for non-contact presumptive testing of unknown substances. The device can be shared inter-departmentally across Oswego County. TruNarc allows law enforcement on the scene or back at the office to test different substances to determine if they are narcotics or harmless.

**ATTACHMENTS:**

1. Budget Modification
2. Resolution authorizing Budgetary Modification: Sheriff's Office Modification To Purchase TruNarc devices and Solution Kit for Sheriff's Office and Drug Task Force



**RECOMMENDED  
ACTION:**

The Sheriff's Office recommends the approval of this budget modification to purchase the TruNarc devices and collateral kit for \$67,562.16 with ARPA funds.

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

James R. H. 9-7-23  
DEPARTMENT HEAD DATE

	
COUNTY ADMINISTRATOR	CHAIRPERSON
DATE 9/7/23	DATE 9/7/23

*DIRECTOR OF HUMAN RESOURCES	DATE
------------------------------	------

**\*If Personnel Services are impacted**

COUNTY TREASURER	DATE
------------------	------



**RESOLUTION NO. 280**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO TRANSFER FUNDS FROM SALARIES & WAGES TO ADDITIONAL HOURS IN THE PROBATION DEPARTMENT**

By Legislator Greco:

WHEREAS, the Probation Department has needed to increase the frequency of unannounced field visits during non-traditional work hours; and

WHEREAS, the Probation Department has increased the frequency of Violation of Probation warrant operations; and

WHEREAS, the Probation Department's Special Services Officers have been required to work additional hours;

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

RESOLVED, that \$6,000 be transferred from the department's budget line Salaries & Wages (A3140.511000) to budget line Additional Hours (A3140.514300). Due to a surplus in the Salaries & Wages line, this transfer will have no overall budget impact; and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer funds in the accounts as shown on the attached 2023 budget amendment request; and be it further

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

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

Authorized Budget Modification

Res. 280 of 2023

A3140 511000

(\$6,000.00)

A3140 514300

\$6,000.00

# OSWEGO COUNTY PROBATION DEPARTMENT

Public Safety Center  
39 Churchill Road  
Oswego, New York 13126  
Phone: (315) 349-3477

**DIRECTOR**  
David L. Hall

**SUPERVISORS**  
Margaret A. Fitzgibbons  
Shannon M. Perkins  
Karen J. Smith  
Chrystal L. Thompson

**TO:** Members of Public Safety Committee & Oswego County Legislature

**FROM:** David L. Hall  
Probation Director

**DATE:** August 21, 2023

**SUBJECT:** Request for Budget Modification-Additional Hours

**SUMMARY:** Many of the Probation Department's Officers have responsibilities over and above their regular duties. This is mostly due to the need for the department's Special Services Officers to conduct unannounced field visits afterhours as well as to execute probation violation warrants. Both of these functions are essential for the department to effectively supervise probationers and ensure community safety. And, based on current drug trends and seriousness of criminal offenses being committed, the department has had to increase the number of field visits.

Although it equates to much less time, some officers also work additional hours to provide evidenced-based programming to probationers. This not only benefits the individuals by helping them improve their lives, but also the department as reducing recidivism decreases workload.

Based on the above-stated needs and the fact that officers' hourly rates increased by contract, the department's additional hours budget line (A3140.514300) will be depleted before the end of the budget year.

As the department has had a vacant Sr. Typist position since 5/29/23, there has been an approximate savings in salaries to date of \$7,487. Therefore, it is requested that \$6,000 be transferred to the department's Additional Hours budget line.

## **RECOMMENDED**

**ACTION:** The Probation Department requests that the Public Safety Committee and Oswego County Legislature approve \$6,000 be transferred from the department's budget line Salaries & Wages (A3140.511000) to budget line Additional Hours (A3140.514300). Due to a surplus in the Salaries & Wages line, this transfer will have no overall budget impact.

**COUNTY OF OSWEGO**

[illegible]

\_\_\_\_\_  
 DEPARTMENT HEAD

\_\_\_\_\_  
 DATE

	DATE 9/7/23
COUNTY ADMINISTRATOR	
	DATE 9/7/23
CHAIRPERSON	

*DIRECTOR OF HUMAN RESOURCES	DATE
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COUNTY TREASURER	DATE
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**\*If Personnel Services are impacted**

**RESOLUTION NO. 281**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF  
SOCIAL SERVICES-OTHER EQUIPMENT EXTERNAL SPEAKER INSTALL**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services has identified a need for an outside paging system to address visitors who wish to wait outside for their appointments;

NOW, upon recommendation of the Human Services 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 A6010 511000-Salaries and Wages Reg to A6010 526000-Other Equipment 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, Budget Office and Human Resources Director shall be their authority to make such adjustments.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 17    NO: 3    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 281 of 2023

A6010 511000  
A6010 526000

(\$3,016.00)  
\$3,016.00



COUNTY OF OSWEGO  
Department of Social Services

Stacy Alvord, MSW  
Commissioner

P.O. Box 1320 • Mexico, New York 13114  
phone 315.963.5435 • fax 315.963.5477

**INFORMATIONAL MEMORANDUM**

**TO:** Oswego County Board of Legislators

**DATE:** 8/10/2023

**PURPOSE:** To recommend that the Human Services Committee, the Finance and Personnel Committee and the Oswego County Legislature approve a budget modification to cover the installation of two (2) external speakers at the Department of Social Services building in Mexico.

**SUMMARY:** Visitors and clients that come to the department for appointments or to inquire about benefits & services often will prefer to wait for their appointment outside after they have registered with reception. The lobby is often quite full and active with small children and with others conversing. For some, waiting in a crowded waiting room triggers anxiety and frustration.

Clients that choose to wait outside sometimes miss their appointments because they are unable to hear their name being called in the lobby. The external speakers will allow us to announce an appointment outside so that clients don't have to wait further or reschedule. The department was equipped with an external speaker in the past, but it has long since stopped functioning.

**RECOMMENDED  
ACTION:**

The Department of Social Services recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize the installation of the external speakers at a total cost of \$3,016. After applying 75% fed/state reimbursement, the local share cost will be \$754.



17 Technology Place Ste 3 East  
Syracuse, NY 13057  
315-451-4777

## 1-May-23 Estimate

### Installation Address

For **John Ferry**  
Customer **Oswego County**  
Address **100 Spring Street**  
City **Mexico, NY 13114**  
Phone  
email **John.Ferry@OswegoCounty.com**  
**Outside Vestibule Speaker**

### Bill To Address:

**Oswego County**  
**100 Spring Street**  
**Mexico, NY 13114**  
**John Ferry**

[www.matrixcommunications.com](http://www.matrixcommunications.com)

Mat'l Labor

### Qty

(1)	Provide and install Cat6 cable the main entrance outside the vestibule			
(1)	Provide and install Outdoor IP page speaker			
(1)	Program new single zone IP extension to access outdoor speakers			
(1)		\$ 592.00	\$ 1,622.00	\$ 2,214.00
(1)	Add additional speaker outside the breakroom on the Southwest corner of the building	\$ 204.00	\$ 598.00	\$ 802.00

Initial page speaker will require (1) sip extension and (1) PoE port, the additional speaker will work as a slave to the first speaker. Both speakers will be accessed by 1 extension number dialed from any phone

### Pricing Notes

This installation is being performed for a municipality, our proposal is based on the current prevailing wage rate for telecom installations in the County of Oswego

Pricing includes all necessary parts, labor and material (excluding surface raceway) for a complete installation.

Conduit and electrical wiring are not included. We can price these items on an as-needed basis.

Pricing assumes the work above will be completed in a consecutive workday schedule. Additional trips may billed additional if required.

Pricing includes all necessary parts, labor and material (excluding surface raceway) for a complete installation.

Our pricing assumes that if it is granted, all parties will work together to an agreed upon construction schedule. Standard work hours, **Monday through Friday, 8:00 a.m. to 4:30 p.m.** Overtime will not billed for normal agreed upon scheduling circumstances under our control

	Labor	\$2,220.00
	Material	\$796.00
	Sales Tax	
8.00% (credit for sales tax will be applied with proper exemption certificates )	Total	\$3,016.00



17 Technology Place Ste 3 East  
Syracuse, NY 13057  
315-451-4777

## 1-May-23 Estimate

### Installation Address

For **John Ferry**  
Customer **Oswego County**  
Address **100 Spring Street**  
City **Mexico, NY 13114**  
Phone  
email **John.Ferry@OswegoCounty.com**  
**Outside Vestibule Speaker**

### Bill To Address:

**Oswego County**  
**100 Spring Street**  
**Mexico, NY 13114**  
**John Ferry**

[www.matrixcommunications.com](http://www.matrixcommunications.com)

### ACCEPTANCE

The listed prices, quantities, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

The above quantities, specifications and conditions are satisfactory and are hereby accepted.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents sever weather conditions or conditions beyond our control.

Additional labor and material not included in this document include, additional support to troubleshoot connectivity issues, poor workmanship issues, that are the result of Customer networks, Local Exchange Carrier, Long Distance, ISP providers.

Circumstances not disclosed in writing to Matrix Communications prior to configuration design, i.e., asbestos contamination, core drilling, special permits, hazardous working conditions, second or third shift working hours, will be billed additional.

Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on the above work to be taken out by Matrix Communications.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

### Payment Terms:

30%	\$904.80	<b>Due upon Signing</b>
60%	\$1,809.60	<b>Due upon Equipment Delivery</b>
10%	\$301.60	<b>Due upon Completion</b>
100%	\$3,016.00	

Quoted On:  
5/1/2023

Quoted By:  
**Jerry Burgwin**  
**17 Technology Place**  
**E. Syracuse, NY 13057**  
**For Service Call:**  
**1-800-925-6788**  
**315-451-4777**  
**315-451-4847**

Toll Free  
Phone  
Fax



**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

Chair person \_\_\_\_\_ DATE 9/5/23

County Administrator  
Stacy Word  
Department Head

DATE 9/5/23

*DIRECTOR OF HUMAN RESOURCES	DATE
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**\*If Personnel Services are impacted**

COUNTY TREASURER

**RESOLUTION NO. 282**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES-OTHER EQUIPMENT FOR TECHNOLOGY  
EQUIPMENT**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services has identified a need to purchase 2 new laptops for the Agency's Child Support Enforcement Coordinator and the Accounting Division's Principal Account Clerk; and

WHEREAS, the Department of Social Services has identified a need to purchase 10 new laptops for mandated Financial Assistance Programs Case Supervisory Review; and

WHEREAS, the Department of Social Services has identified a need to purchase 25 laptops and 30 iPads for Caseworkers in the Services Division; and

WHEREAS, the Department of Social Services has determined current technology is inoperable or the Agency does not have a sufficient volume of equipment to meet staff needs; 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 ADMIN Salaries and Wages to A6010.526000 ADMIN Other Equipment and from A6070.511000 AFS Salaries and Wages to A6070.526000 AFS Other Equipment 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 282 of 2023**

A6010 526000	\$10,100.00
A6070 526000	\$41,048.00
A6010 511000	(\$10,100.00)
A6070 511000	(\$41,048.00)



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

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**TO:** Oswego County Legislature  
**FROM:** Stacy Alvord, Department of Social Services Commissioner  
**DATE:** August 8, 2023  
**RE:** Budget Modification – Transfer of Funds from Personnel Line to Equipment Line

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Budget modification to transfer funds from salary & wages lines to equipment lines

**BACKGROUND:** DSS is in need of the following equipment:

**2 Laptops for Management:** Oswego County DSS is requesting 2 replacement laptops for the Agency's Child Support Enforcement Coordinator and the Accounting Unit's Principal Account Clerk. Both positions require laptop mobility for off-site meetings, real-time auditing and reporting. Both current laptops are in an inoperable state and not inclusive of an accounting pad for numerical data entry and invoicing. The new laptops were priced with an accounting pad for workflow efficiency.

**10 Laptops for Assistance Programs:** Oswego County DSS has been granted a waiver to create their own internal Case Supervisory Review (CSR) process that is approved via the Office of Temporary and Disability Assistance (18 NYCRR 351.7). All new Social Welfare Examiner Trainees are under 100% review while more experienced Social Welfare Examiners are subject to monthly random reviews as well as periodic targeted reviews. The Assistance Programs Supervisory Team is seeking approval to purchase 10 laptops so the Supervisory Team will be able to provide new or struggling staff with real-time feedback, increasing the effectiveness and efficiency of training and performance improvement. This purchase would also eliminate an abundance of paperwork associated with the current CSR process, allow laptop access when attending community outreach events, attending off-site meetings or conducting face to face pre-Fair Hearing Conferences.

**25 laptops, mice and docking stations for Services Staff:** The Services Division at the Oswego County Department of Social Services has hired 15 new caseworkers between 3/1/2023 and 7/31/2023. Caseworkers are required to participate in a flexible work schedule to accommodate overnight and on-call responsibilities. Caseworkers may also be required to travel to other locations within NYS and attend court ordered appearances. To effectively deliver social casework services to individuals and families during those circumstances and access the state and county networks, Caseworkers require the mobility and use of a laptop. OCDSS seeks to purchase 25 laptops to disburse to newly hired caseworkers and replace broken or outdated laptops.

**30 iPads for Services Caseworkers:** Caseworkers are required to conduct assessments and case management while actively out in the field. Caseworkers utilize iPads to complete required paperwork, obtain appropriate signatures, access the Traverse Portal to upload documents and take photos. iPads also provide a mobile hotspot to continue data entry when in households that do not have internet access. Caseworkers utilize iPads to access new reports of abuse and as a direct communication conduit with the management team. Given the increased need for safety while in the field, Caseworkers may also utilize iPads as a location tracking device should they require law enforcement back-up. To effectively deliver social casework services to individuals and families in the field, OCDSS seeks to purchase 30 iPads to disburse to newly hired caseworkers and replace outdated iPads.

**FISCAL IMPACT: BUDGET NEUTRAL**

Item	From Account	To Account	Total	Reimb Rate	State/Fed Reimb	Local Share
2 laptops (Medicaid)	A6010-511000	A6010-526000	\$1,561	100%	\$1,561	\$0
8 laptops (AP)	A6010-511000	A6010-526000	\$6,241	75%	\$4,681	\$1,560
25 laptops (Services)	A6070-511000	A6070-526000	\$21,544	62%	\$13,357	\$8,187
30 iPads (Services)	A6070-511000	A6070-526000	\$19,504	62%	\$12,092	\$7,412
Child Support Mngr laptop	A6010-511000	A6010-526000	\$1,149	66%	\$758	\$391
AP Mngr laptop	A6010-511000	A6010-526000	\$1,149	75%	\$862	\$287
<b>Totals</b>			<b>\$51,148</b>		<b>\$33,312</b>	<b>\$17,836</b>

**A6010-511000:** Decrease \$10,100

**A6010-526000:** Increase \$10,100

**A6070-511000:** Decrease \$41,048

**A6070-526000:** Increase \$41,048

**RECOMMENDATION:** The Department of Social Services recommends that the Human Services Committee, Finance and Personnel Committee and the Legislature approve this budget modification to transfer funds from ADMIN Salary & Wages Line A6010-511000 to ADMIN Equipment Line A6010-526000 as well as transfer funds from AFS Salary & Wages Line A6070-511000 to AFS Equipment Line A6070-526000.

2023  
9/11/2023

9/5/23

$$\begin{array}{r} 95 \\ \hline 423 \end{array}$$

9523

DATE 9-5-73

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**RESOLUTION NO. 283**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES-ACCEPT NYS CHILD CARE BLOCK GRANT 2023  
PANDEMIC FUNDS**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services has identified a need to accept 2023 CCBG funding to allow timely payment for projected low-income day care expenses; 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 increase funds A6055.436550 State Aid Day Care and A6055.545500 LIDC Other Supplies and 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 283 of 2023

A6055 545500  
A6055 436550

\$1,071,075.00  
(\$1,071,075.00)



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: August 7, 2023**

**RE: Budget Modification – Pandemic Funds Allocation -DAY CARE–Other Supplies & Expenses LIDC**

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Budget Modification accepting NYS Child Care Block Grant (CCBG) Pandemic Funds Allocation for 2023.

**BACKGROUND:** The Oswego County Department of Social Services provides childcare assistance per Title 18 of the New York Code of Rules and Regulations (18 NYCRR) and per the annual Child and Family Services Plan that is submitted and approved by OCFS. OCFS provides funding for the childcare assistance program through the Child Care Block Grant. In April of 2022, OCFS began passing through additional funds under the title of Pandemic Fund Allocations. The Pandemic Fund Allocation was not included in the DSS Day Care LIDC budget line because in previous years we have not needed to use the Pandemic Funds and we did not want to overstate the expected revenue. The amount being requested for acceptance for 2023 includes prorated portions of the FFY23 and FFY24 allocations.

Alternatives to acceptance of the Pandemic Funds Allocation would be to request acceptance of the CCBG rollover funds from 2022. To accept the total amount of the CCBG rollover funds would lead to overstating our childcare revenue, knowing that we do not need the full amount of those funds to meet this year's expenses, but we will need them for next year.

If additional funds are not transferred to the A6055.545500 Other Supplies & Expenses LIDC account, then we will not have enough funds in our budget line to allow payment for the projected LIDC expenses for 2023.

**FISCAL IMPACT:** Increase the A6055.545500 Other Supplies & Expenses LIDC budget line \$1,071,075 and increase the A6055.436550 St Aid Day Care budget line \$1,071,075. There will be no increase or decrease in the local share for 2023 or any future years due to the acceptance of these funds.

**RECOMMENDATION:** Approve this budget modification to accept \$1,071,075 in NYSCCBG Pandemic Funds.

/fw



2023  
9/11/2023

9/5/23

COUNTY ADMINISTRATOR,

DATE 9-5-73

DATE \_\_\_\_\_

Department Head

**\*If Personnel Services are impacted**

DATE \_\_\_\_\_

**RESOLUTION NO. 284**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE ADOPTION  
SUBSIDY**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services has identified a need to pay the Maximum State Aid Rate for adoptive and foster parents as mandated by New York State Office of Children and Family Services; 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 to and from 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 284 of 2023**

A6070 545500	\$852,000.00
A 159900	(\$176,449.00)
A6070 446700	(\$387,660.00)
A6070 436090	(\$287,891.00)



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: August 18, 2023  
RE: Adoption Subsidy Funding

INFORMATIONAL MEMORANDUM

**SUBJECT:** Budget modification to transfer funds from Fund Balance to cover adoption subsidy expenses

**BACKGROUND:** New York State Office of Children and Family Services has mandated all counties to provide the Maximum State Aid Rate (MSAR) for adoptive and foster parents. Historically Oswego County DSS did not pay the maximum rate. As well, there were significant increases in the MSAR over the past two years, the most recent increase of 4% was on May 1, 2023. Below are the present rates for Adoption Subsidy:

ADOPTION SUBSIDY RATES				
4/1/2023 - present				
	Income Group	AGE		
		0 to 5	6 to 11	12 & over
MSAR - Regular		\$ 30.58	\$36.43	\$36.82
Regular - Mod 1	100%	\$30.58	\$36.43	\$36.82
Regular - Mod 1A	95%	\$29.05	\$34.61	\$34.98
Regular - Mod 1B	90%	\$27.52	\$32.79	\$33.14
Regular - Mod 1C	85%	\$25.99	\$30.97	\$31.30
Regular - Mod 1D	80%	\$24.46	\$29.14	\$29.46

Regular - Mod 1E	75%	\$22.94	\$27.32	\$27.62
MSAR - Special		\$65.98		
Special - Mod 2	100%	\$65.98		
Special - Mod 2A	95%	\$62.68		
Special - Mod 2B	90%	\$59.38		
Special - Mod 2C	85%	\$56.08		
Special - Mod 2D	80%	\$52.78		
Special - Mod 2E	75%	\$49.49		
MSAR - Exceptional		\$100.01		
Exceptional - 3A	100%	\$100.01		
Exceptional - 3B	95%	\$95.01		
Exceptional - 3C	90%	\$90.01		
Exceptional - 3D	85%	\$85.01		
Exceptional - 3E	80%	\$80.01		
Exceptional - 3F	75%	\$75.01		
Separate clothing & diaper allowances discontinued effective 7/01/22				

As the chart reflects, there are different rates for different age groups, needs of a child (regular / special / exceptional) and the subsidy amount varies based on income of the adoptive parents. There are presently 195 open adoption subsidy cases. At the end of 2021 there were 157 subsidy cases. Thus a 20% increase in cases over the past 19 months. DSS projects a deficit of \$852,000 in this fiscal year. The approved 2023 budget projected \$2,210,514 in adoption subsidy expenses.

**FISCAL IMPACT:** Increase Other Supplies & Expense ADPTS line A6070.545500 by \$852,000.00 using unappropriated fund balance.

**RECOMMENDATION:** The Department of Social Services recommends that the Human Services Committee, Finance and Personnel Committee and the Legislature approve this budget modification.

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A6070	545500	ADPTS				Other Supplies and Expense - ADPTS	852,000.00
			A	159900		Appropriated Fund Balance	(176,449.00)
			A6070	446700		Fed Aid	(387,660.00)
			A6070	436090		State Aid	(287,891.00)
						To increase Adoption Subsidy line using	
						Unappropriated Funds	

9523

COUNTY ADMINISTRATOR  
Stacy Wood  
DATE  
9-5-23

DATE \_\_\_\_\_

COUNTY TREASURER	DATE
------------------	------

98/23

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**\*If Personnel Services are impacted**

**RESOLUTION NO. 285**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE FOSTER CARE  
FUNDING**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services has identified a need to pay the Maximum State Aid Rate for adoptive and foster parents as mandated by New York State Office of Children and Family Services; 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 funds to and from 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 285 of 2023**

A6070 545500	\$3,443,000.00
A 159900	(\$1,164,537.00)
A6102 545500	(\$600,000.00)
A6070 446700	(\$1,678,463.00)



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: August 18, 2023  
RE: Foster Care Funding

INFORMATIONAL MEMORANDUM

**SUBJECT:** Budget modification to transfer funds to use Medicaid, salaries and wages and fund balance to cover Foster Care funding to meet state mandate

**BACKGROUND:** New York State Office of Children and Family Services (OCFS) has mandated all counties to provide the Maximum State Aid Rate (MSAR) for adoptive and foster parents. Historically Oswego County DSS did not pay the maximum rate. As such, there were significant increases in the MSAR over the past two years, the most recent increase of 4% was on May 1, 2023. Below are the current rates for foster homes. Please note that the chart reflects different rates for different age groups and needs of a child (regular/special/exceptional).

FOSTER CARE RATES 4/01/23 - present				
Initial Clothing Allowance:		AGE		
		0 to 5	6 to 11	12 & over
0-5years	\$250			
6-11 years	\$300			
12 & over	\$350			
MSAR - Regular		\$30.58	\$36.43	\$36.82
Regular - Mod 1		\$30.58	\$36.43	\$36.82
MSAR - Special		\$65.98		
Special - Mod 2		\$65.98		



MSAR - Exceptional	\$100.01		
Exceptional - Mod 3	\$100.01		
MSAR - Emergency	\$61.16	\$72.86	\$73.64
Emergency - POS 62 (1st 3 days max, local home only)	\$61.16	\$72.86	\$73.64

revised 6/07/23

#### Placements as of July 2023:

TYPE OF PLACEMENT	LAST MONTH	IN		OUT		END OF MONTH TOTALS
		Admitted	Transfer	Discharge	Transfers	
Local Foster Care	107	5	3	8	3	104
Purchased Foster Care	27	-	1	-	4	24
Group Home	0	-	-	-	-	0
Institution/ Residential Care	19	2	1	-	-	22
Group Emergency/Diagnostic	1	-	-	-	-	1
Hospital/ <i>RTF</i>	2	-	-	-	-	2
AWOL	1	-	-	-	-	1
Home/College/Other/OCFS	0	-	-	-	-	0
Trial Discharge	7	-	2	4	-	5
<b>TOTAL IN PLACEMENT</b>	<b>164</b>	<b>7</b>	<b>7</b>	<b>12</b>	<b>7</b>	<b>159</b>

As the chart reflects, 22 youth are placed in institution / residential care due to them not being safe in a foster home. These are high-cost placements, and their daily rates are set by NYS. Federal laws under the Family First Preventive Services Act also require aftercare payments, which NYS has set at \$75 a day, start the day of placement and end six months post discharge. This has added to the cost. Average cost of a residential placement is \$180,000 per year.

Historically when relatives take custody of a child, they were able to receive TANF Family Assistance under a "child only" case. This averaged about \$500 per child per month. Several years ago, new mandates were implemented by NYS OCFS that require local districts to offer to certify the relatives or fictive kin as "kinship foster homes" and pay the MSAR. There are 70 kinship care homes receiving the foster care rate. Similar to adoption subsidy cases, there are no ongoing services provided to the family nor monitoring of how these payments are spent.

DSS projects a deficit of \$3,443,000 in this fiscal year. The approved 2023 budget projected \$8,000,000 in foster care expenses.

**FISCAL IMPACT:** Increase AFS Other Supplies & Expense line A6070.545500 by \$3,443,000.00 using balances in salaries and wages, Medicaid, and unappropriated fun balance.

**RECOMMENDATION:** The Department of Social Services recommends that the Human Services Committee, Finance and Personnel Committee and the Legislature approve this budget modification. To pay for foster care expense for the remainder of the year.

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

OL 9/5/23

County Administrator  
Stacy Wood  
Department head.

DATE	DATE
Chair person	
*DIRECTOR OF HUMAN RESOURCES	

COUNTY ADMINISTRATOR	DATE
Stacy Ward	9-5-23
Department head.	DATE

**\*If Personnel Services are impacted**

COUNTY TREASURER

DATE

**RESOLUTION NO. 286**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE FOOD BANK OF  
CENTRAL NEW YORK**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services has identified a need to provide SNAP outreach services; and

WHEREAS, the Department of Social Services has contracted with the Food Bank of CNY to conduct application assistance, case management and provide resource connectivity and outreach; 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 line to A6010.545500 Other Supplies and Expenses FBCNY 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

LEGISLATURE  
COUNTY  
OSWEGO

**Authorized Budget Modification**

**Res. 286 of 2023**

**A6010 545500**  
**A6010 511000**  
**A6010 446110**

**\$38,062.00**  
**(\$19,031.00)**  
**(\$19,031.00)**



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: August 8, 2023**

**RE: Budget Modification – Transfer of Funds from Salaries and Wages to Other Supplies and Expenses FBCNY**

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Budget modification to transfer funds from Salaries and Wages line to Other Supplies and Expenses line for Food Bank of CNY contract increase.

**BACKGROUND:** The Food Bank of CNY is contracted to provide SNAP outreach services which include conducting prescreening & application assistance, case outcome follow-up, addressing systemic barriers to participation, providing referrals to other community resources, and general SNAP education.

The Food Bank of CNY federal fiscal year (FFY) 2022-23 contract is \$67,206.00 for 10/1/2022-9/30/2023. Oswego County Department of Social Services seeks a transfer of \$38,062.00 to cover anticipated expenses for October, November and December of 2023.

**FISCAL IMPACT:** Increase Other Supplies and Expense- FBCNY line A6010-545500 by \$38,062.00 and decrease Salaries and Wages line A6010-511000 by \$38,062.00. Reimbursement is as follows: 50% federal (\$19,031.00) and a 50% local share (\$19,031.00). The local portion for this budget modification is being moved from underspent salaries and wages. This requested budget modification is budget neutral for 2023.

**RECOMMENDATION:** The Department of Social Services recommends that the Human Services Committee, Finance and Personnel Committee and the Legislature approve this budget modification to transfer funds from Salaries and Wages line A6010-511000 to Other Supplies and Expenses FBCNY Line A6010-545500

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A6010	545500	FBCNY				Other Supplies and Expense	38,062.00
			A6010	511000		Salaries and Wages	(19,031.00)
			A6010	446110	SNAP	FED Aid Food Stamp Program Admin	(19,031.00)
						Provide Funding to meet Food Bank of Central New York	
						contractual expenses 2023	

ad 9/5/23

9523

Chair person

DATE \_\_\_\_\_

COUNTY ADMINISTRATOR

DATE \_\_\_\_\_

DATE 9-5-73

Department head.

DATE \_\_\_\_\_

**\*DIRECTOR OF HUMAN RESOURCES**

DATE \_\_\_\_\_

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

DATE \_\_\_\_\_

**RESOLUTION NO. 287**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES-OTHER EQUIPMENT MEDICAID COPIER**

By Legislator Roy Reehil:

WHEREAS, the Department of Social Services is responsible for the determination, management and documentation of Medicaid cases; and

WHEREAS, the Department of Social Services has identified a need to purchase 1 high-volume copying machine for Medicaid program staff; 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 modify the account lines 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 287 of 2023**

A6010 526000	\$7,114.00
A6010 436100	(\$3,557.00)
A6010 446100	(\$3,557.00)



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

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**TO: Oswego County Legislature**  
**FROM: Stacy Alvord, Department of Social Services Commissioner**  
**DATE: August 22, 2023**  
**RE: Budget Modification – Transfer of Funds State and Federal Admin to Equipment Line**

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Budget modification to transfer funds in the amount of \$7,114 from State and Federal Admin to Equipment Line

**BACKGROUND:** Local Medicaid staff are currently responsible for managing and documenting Medicaid cases for our most vulnerable populations including our aged, disabled and Nursing Home. These cases are complex and require large amounts of verification to be submitted to the agency surrounding their income and resources. The Medicaid team needs a designated copier/printer for their team so that they can independently copy and print large amounts of documents without interfering with other processes within the team.

**FISCAL IMPACT:** Transfer of \$7,114 (\$3,557 Federal/\$3557 State) has no local fiscal impact. Medicaid administrative costs are 100% reimbursable (50% federal/50% state).

**RECOMMENDATION:** The Department of Social Services recommends that the Human Services Committee, Finance and Personnel Committee and the Legislature approve this budget modification to transfer funds from Admin Lines 6010436100 & 6010446100 to Equipment Line 6010526000.





Real People. Real Service. Real Solutions.

August 9, 2023

Oswego County – Medicaid Office  
Lynda Thurlow  
100 Spring St.  
Mexico, NY, 13114

Dear Lynda,

Thank you for your continued interest in Ed & Ed Business Technology to accommodate your copier requirements. We are proud to be celebrating our 46th year in business, specializing in postage meters and printing systems, while also being a locally owned and operated company.

Choosing Ed & Ed Business Technology, you will receive the following added benefits:

- *Fast Local 4-Hour Service Response Time*
- *Over **46+** Years of Experience in the Office Equipment Industry*
- *Knowledgeable Support Staff Eager to Serve You*
- *Easy To Deal With – You Call, We Respond*
- **NYS Certified MWBE**

I trust the attached information will meet with your approval. Should you have any questions please call me @ 315-546-4056

Sincerely,

Mike Rice  
Business Technology Consultant

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**Ed & Ed Business Technology**

4919 State Route 233  
Westmoreland, NY 13490  
O 315.853.4111 • F: 315.853.6731

**Repeat Business Systems**

4 Fritz Blvd.  
Albany, NY 12205  
O: (518) 869-8116 • F: (518) 869-8117



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Real People. Real Service. Real Solutions.

After understanding your needs, we are recommending a new **Kyocera TASKalfa 7003i** digital copier for your office. This solution will handle your current needs while also allowing for future growth, and will afford you the following benefits:

**Kyocera TA7003i:**

- High speeds up to 70 ppm b&w
- 10.1" color TSI - intuitive user interface
- High quality output at 1200 x 1200 dpi
- Reliable media handling on stocks up to 12" x 18" and substrates up to 300 gsm
- Professional finishing options designed for high-speed, high-volume workplaces.
- Robust and accurate scanning at up to 220 ipm
- Standard Paper Capacity: 4,150 sheets
- 270 Sheet Dual Scan Document Processor
- 4,000 Sheet Finisher/Stapler
- Electronic Surge Protector

**Kyocera TA7003i Acquisition Cost:**

- Purchase Price: **\$7,113.74**
- **Omnia Contract Pricing**
- Acquisition Includes: Delivery, Set-up, Installation, Networking, and Training.

**Kyocera TA7003i Maintenance Program:**

- **\$0.007** cost per page
- Our maintenance program includes all parts, labor, drums, and toner.
- Guaranteed 4-hr or better response time for on-site service.
- \$35.00 minimum monthly billing

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- Locally Owned & Operated CNY Company
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- Friendly Knowledgeable Staff Eager to Serve You
- Easy To Work With
- Locally Stocked Supplies
- Better Products
- Better Prices
- CenterState CEO Member
- Greater Utica Chamber of Commerce Member
- Syracuse Builders Exchange Member
- **NYS Certified MWBE**
- **See References on Page 4...**

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## References

### **Nick Dereszynski, President**

*Brown & Brown Empire State*

500 Plum St., Suite 200

Syracuse, NY, 13204

Phone: 315-671-8881

Email: [ndereszynski@bbempirestate.com](mailto:ndereszynski@bbempirestate.com)

### **Randy Holbrook, President**

*Holbrook Heating, Inc.*

3140 Sweet Rd.

Jamesville, NY 13078

Phone: 315-677-5555

Email: [rholbrook@holbrookheating.com](mailto:rholbrook@holbrookheating.com)

### **Elizabeth Conrad, Financial Manager**

*Syracuse Builders Exchange*

6563 Ridings Rd.

Syracuse, NY 13206

Phone: 315-437-9936 ext. 28

Email: [econrad@syrabex.com](mailto:econrad@syrabex.com)

### **Lisa Nickerson, Accounting Manager**

*United Methodist Homes*

10 Acre Place

Binghamton, NY 13904

Phone: 607-775-6400

Email: [lnickerson@umhwc.org](mailto:lnickerson@umhwc.org)

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#### **Ed & Ed Business Technology**

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2023  
9/11/2023

92 95/23

COUNTY ADMINISTRATOR

DATE 9-5-23

DATE \_\_\_\_\_

**\*DIRECTOR OF HUMAN RESOURCES**

DATE \_\_\_\_\_

**RESOLUTION NO. 288**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES-OTHER SUPPLIES AND EXPENSE CODE BLUE  
ALLOCATION ACCEPTANCE**

By Legislator Roy Reehil:

WHEREAS, per 18 NYCRR 304.1, the Department of Social Services must identify a Code Blue alert when seasonal temperatures fall below the designated threshold; and

WHEREAS, the Department of Social Services is mandated to utilize Code Blue funding to provide emergency housing to homeless individuals when the temperature falls below the designated threshold; and

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

RESOLVED, that the County Treasurer be, and is, authorized to increase funds from A6010.436890 State Aid for Code Blue line and increase A6010.545500 Other Supplies and Expenses Code Blue line 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 288 of 2023

A6010 545500  
A6010 436890

\$80,000.00  
(\$80,000.00)



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:** August 22, 2023  
**RE:** Budget Modification – Acceptance of 2023-2024 Code Blue Allocation

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Budget modification to accept a portion (\$80,000) of the 2023-2024 Code Blue Season allocation from the Office of Temporary and Disability Assistance (OTDA) for the 2023 calendar year. Oswego County's allocation total is for \$160,000 for 10/01/23-9/30/24.

**BACKGROUND:** Per 18 NYCRR 304.1, a Code Blue alert must be called when temperatures are expected to fall below 32 degrees Fahrenheit with wind chill for at least two consecutive hours. Code Blue Funds support the mandated costs associated with meeting this requirement for sheltering homeless individuals. Oswego County experiences an average of 150 nights of Code Blue annually. This supports the Warming Shelter hosted by Victory Transformation and is the most effective strategy in responding to off hours homeless situations (evening and weekends). Off hours coverage for intake is contracted through CNY United Way Contact's 2-1-1 hotline.

**FISCAL IMPACT:** There is no local fiscal impact to this request as Code Blue Funds are reimbursed 100% based on their allocation amount.

**RECOMMENDATION:** The Department of Social Services recommends that the Human Services Committee, Finance and Personnel Committee and the Legislature accept this funding as authorized by OTDA.

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

2023  
9/11/2023

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A6010	545500	CODBL				SSADMIN - OTHER SUPPLIES & EXPENSE (CODE BLUE)	\$ 80,000
			A6010	436890	CODBL	SSADMIN - ST AID OTHER SOCIAL SERV (CODE BLUE)	\$ (80,000)

9/5/23

March 5256

Chairperson	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE

COUNTY ADMINISTRATOR	DATE
Stacy Alvord	9-5-23
1: Department head	

**\*If Personnel Services are impacted**

COUNTY TREASURER

DATE



**RESOLUTION NO. 289**

**RESOLUTION APPROVING PARKS & RECREATION, CAMP HOLLIS AND  
CAMP ZERBE, 2024 FEE SCHEDULE**

By Legislator Roy E. Reehil:

WHEREAS, the Department of Parks & Recreation has heretofore established a schedule of fees for use of County-operated recreation facilities; and

WHEREAS, it is appropriate that such schedule be revised on a periodic basis to reflect the costs of operation; and

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

RESOLVED, that the schedule of fees as enumerated in Attachment A to this resolution are hereby adopted.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 19    NO: 1    ABSENT: 5P    ABSTAIN: 0**



# Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX  
70 BUNNER STREET  
OSWEGO, NEW YORK 13126  
(315) 349-3451 Fax (315) 349-3231

Brian Chetney, Executive Director



## Informational Memorandum

**Purpose:** To discuss and increase the Parks & Recreation fee schedule

**Summary:** Oswego County Parks & Recreation has not increased the fee schedule since 2020. Minimum wage has increased each year and will be \$15 / hour in 2024. Camp Hollis and Camp Zerbe continue to be popular venues in Oswego County offering recreational opportunities to our youth and families locally.

By increasing the Parks & Recreation fees the revenue will help offset the increase in minimum wage as well as the bottom line.

**Recommended Action:** The department recommends the County increase the Parks & Recreation fees as proposed.

Camp Hollis Rental Rates									
Length of stay	Youth Group				Non Youth Group				Cost/hr
	Current Rate	New Rate	Difference	Cost/hr	Current Rate	New Rate	Difference	Cost/hr	
#1: One Half Day Example: Noon-5PM (Max 5 hours)	\$ 80.00	\$ 100.00	\$ 20.00	\$ 20.00	\$ 220.00	\$ 250.00	\$ 30.00	\$ 50.00	
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		
#2: One Day (Daytime only) Example: 10AM-8PM (Max 10 hours)	\$ 160.00	\$ 200.00	\$ 40.00	\$ 20.00	\$ 440.00	\$ 500.00	\$ 60.00	\$ 50.00	
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		
#3: One Day w/overnight Example: Thurs Noon-Fri Noon (24 hours)	\$ 295.00	\$ 320.00	\$ 25.00	\$ 13.33	\$ 525.00	\$ 650.00	\$ 125.00	\$ 27.08	
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		
#4: Two Days w/overnight Example: Fri Noon-Sun Noon (48 hours)	\$ 480.00	\$ 520.00	\$ 40.00	\$ 10.83	\$ 950.00	\$ 1,100.00	\$ 150.00	\$ 22.92	
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		
#5: Three Days Example: Sun 5PM-Wed 5PM (72 hours)	\$ 720.00	\$ 720.00	\$ -	\$ 10.00	\$ 1,390.00	\$ 1,500.00	\$ 110.00	\$ 20.83	
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		
#6: One Week Example: Mon 10AM-Mon 10AM (Must Obtain Permit)	\$ 1,140.00	\$ 1,400.00	\$ 260.00	\$ 8.33	\$ 3,110.00	\$ 3,400.00	\$ 290.00	\$ 20.24	
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		

# 2024 CAMP HOLLIS USAGE CONTRACT

## GROUP INFORMATION

Name of Group/Organization:	Dates of Event:	Arrival--Departure Times -----
Name of Individual Responsible:		Number of people in group:
Phone: Home:	Cell:	Work:
Address:		
City:	State:	Zip Code:
Will Alcoholic Beverages be used?	YES:	NO:

## FACILITIES

Please Check all of the facilities you would like to use:

- ☐ KITCHEN (\$80 additional) MUST BRING YOUR OWN POTS AND PANS  
☐ DINING HALL (\$50 additional)  
☐ CABINS (4 cabins included in overnight rental, \$50/additional cabin)  
 Total # of additional cabins needed: \_\_\_\_\_  
☐ POOL (see fee structure on back)

## LENGTH OF STAY

LENGTH OF STAY	YOUTH GROUP	NON-YOUTH GROUP
½ Day (maximum 5 hours)	\$100 (Additional hours @ \$20/hour)	\$250 (Additional hours @ \$30/hour)
1 Full Day (daytime only) (maximum 10 hours)	\$200 (additional hours @ \$20/hour)	\$500 (Additional hours @ \$30/hour)
** 4 CABINS INCLUDED WITH ALL OVERNIGHT RENTALS ** ** \$50/Per Night FEE FOR EACH ADDITIONAL CABIN **		
1 Day with Overnight (24 Hours)	\$320 (additional hours @ \$20/hour)	\$650 (Additional hours @ \$30/hour)
2 Day with Overnight (48 hours)	\$520 (additional hours @ \$20/hour)	\$1,100 (Additional hours @ \$30/hour)
3 Day with Overnight (72 hours) (programs over 72 hours must obtain permit)	\$720 (additional hours @ \$20/hour)	\$1,500 (Additional hours @ \$30/hour)
Week Long (programs over 72 hours must obtain permit)	\$1,440 (additional hours @ \$20/hour)	\$3,400 (Additional hours @ \$30/hour)

\*Basic Fees: Include Use of Pavilion, Fields, Trails & Playground.

\*Additional Fees: Per Day--\$50 per Building (Cabins, Dining Hall)  
\$80per Day for Kitchen Use

**\*Note-** The pool is only available from late June until mid-August.  
Please call to check availability.

**\*Note-** effective for 2024, all rentals require a \$100 security deposit.

CHALLENGE COURSE (1 group is considered 8 to 20 people)	YOUTH GROUP	NON-YOUTH GROUP
½ Day (up to 4 hours)	\$95	\$355
1 Full Day (up to 8 hours)	\$180	\$500
POOL FEES @ \$50/hr covers 2 lifeguards (extra lifeguard required for 50 or more people @ \$25/hr)		
Indicate Days and Times You Plan to Use the Pool:		
ADD UP TOTAL FEES		
Facilities Total	\$	
Length of Stay Total	\$	
Challenge Course Total	\$	
Pool Total	\$	
Grand Total	\$	

Security Deposit of \$100 Required with Usage Contract  
(Please include separate security deposit check with this contract)  
(Remaining Balance Due 30 DAYS PRIOR TO EVENT)

Cancellation of your event less than 14 days before date will result in loss of your security deposit.

- Checks Payable to: *Oswego City-County Youth Bureau* and attach to this Contract
- MAIL TO: 70 BUNNER STREET, OSWEGO, NY 13126
- OR for Credit Card Payments, pay online: <https://youthbureau.oswegocounty.com/payments>

ARE YOU PLANNING ON CHARGING ADMISSION? YES NO  
 SELLING ALCOHOL? YES NO  
 AMUSEMENT RIDES? YES NO  
 PUTTING UP A 20X20 TENT OR LARGER? YES NO  
 DO YOU HAVE MORE THAN 250 PEOPLE ATTENDING? YES NO

(IF YOU CHECKED YES TO ANY OF THE ABOVE QUESTIONS, ADDITIONAL INFORMATION/PAPERWORK WILL BE REQUIRED!)

**DO NOT RETURN THIS AGREEMENT WITHOUT A COPY OF YOUR CERTIFICATE OF INSURANCE OR SIGNED WAIVER (SEE BELOW)**

**WAIVER**

I, \_\_\_\_\_, as a representative of the above-named group, and on behalf of the above named group, hereby agree to assume responsibility for supervising the conduct of the group members or guests; to properly clean the premises after use; to follow rules and regulations established by Camp Hollis; to indemnify and hold the County of Oswego, its officers and employees harmless for loss, damage, and expense in connection with such use of this rental agreement; and if alcohol is to be served, to take adequate precautions to insure that minors will not be served; I further agree to procure and obtain all necessary licenses and permits necessary, if any, for my group's use of Camp Hollis in advance of said use of Camp Hollis on \_\_\_\_\_, 20\_\_\_\_. THE UNDERSIGNED, AS REGISTRANT, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ATTACHED CAMP HOLLIS FACILITY RENTAL GUIDE AND UNDERSTANDS THE RULES AND REGULATIONS FOR THE CAMP AND ASSUMES FULL RESPONSIBILITY, INDIVIDUALLY, FOR ANY DAMAGES TO THE GROUNDS OR EQUIPMENT, DURING THE PERIOD FOR WHICH THE AGREEMENT IS IN EFFECT.

SIGNATURE

DATE

This agreement was sent out on \_\_\_\_\_ by \_\_\_\_\_ and must be returned within 30 days of receiving it. If the signed agreement and deposit are not returned in the appropriate time frame, then your event will be cancelled.

Paid: \_\_\_\_\_

Sec. Deposit Paid: \_\_\_\_\_

Balance: \_\_\_\_\_

Camp Zerbe Rental Rates												
Length of stay	Paco Malone					Lodge				Pavillion/Grounds Use		
	Current Rate	New Rate	Difference	Cost/hr		Current Rate	New Rate	Difference	Cost/hr	Current Rate	New Rate	Cost/hr
5 Hours	\$ 100.00	\$ 150.00	\$ 50.00	\$ 30.00		\$ 175.00	\$ 200.00	\$ 25.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 20.00
Additional Hours	\$ 25.00	\$ 30.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00		\$ 15.00	\$ 20.00	\$ 5.00
10 Hours	\$ 200.00	\$ 250.00	\$ 50.00	\$ 25.00		\$ 300.00	\$ 375.00	\$ 75.00	\$ 37.50	\$ 100.00	\$ 175.00	\$ 75.00
Additional Hours	\$ 25.00	\$ 30.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00		\$ 15.00	\$ 20.00	\$ 5.00

# 2024 CAMP ZERBE USAGE CONTRACT

## GROUP INFORMATION

Name of Group/Organization	Dates of Event:	Arrival--Departure Times ----
Name of Individual Responsible:		Number of people in group:
Phone:		
Cell:		Home:
Address:		
City:	State:	Zip Code:

Please check all of the facilities you would like to use:

- ☐ W.H. BRITTON NATURE CENTER
- ☐ PAVILION
- ☐ CAMPFIRE AREA/FIELD
- ☐ PLAYGROUND
- ☐ PACO MALONE BUILDING (5 hours for \$150 or 10 hours for \$250)
- ☐ ZERBE LODGE (5 hours for \$200 or 10 hours for \$375)

**(\$30/hr additional hours for use of Paco Malone Building and/or Zerbe Lodge)**

## BASIC FEES- LENGTH OF STAY

(Basic Fees do not include rental/use of Zerbe Lodge or Paco Malone Building)

LENGTH OF STAY	OSWEGO COUNTY GROUP	OUT OF COUNTY GROUP* <small>*(FEE = 15% of total bill)</small>
½ Day (maximum 5 hours)	\$100 (additional hours x \$20/hr)	
1 Full Day (daytime only) (maximum 10 hours)	\$175 (additional hours x \$20/hr)	
1 Day with Overnight	\$200 (additional hours x \$20/hr)	
2 Day with 2 Overnight	\$300 (additional hours x \$20/hr)	
3 Day with 3 Overnight (programs over 72 hours must obtain permit)	\$400 (additional hours x \$20/hr)	
Week Long (5 days with overnights) (programs over 72 hours must obtain permit)	\$675 (additional hours x \$20/hr)	

I request permission for my group to participate in the following activities:

- ☐ USE OF ALCOHOLIC BEVERAGES
- ☐ FISHING ON LAKE LORAINE
- ☐ BOATING (NO motorized boats permitted)
- ☐ OVERNIGHT STAY

By signing this form, I assume the responsibility for my groups compliance with Camp Zerbe Rules during these activities and their stay at Camp Zerbe

ADD UP TOTAL FEES	
Length of Stay Total	\$
Additional Hours Total	\$
Zerbe Lodge and/or Paco Malone Building Use Total	\$
Grand Total	\$

Security Deposit of \$100 Required with Usage Contract  
(Please include separate security deposit check with this contract)  
(Remaining Balance Due 30 DAYS PRIOR TO EVENT)

**Cancellation of your event less than 30 days before date will result in loss of your rental fees.**

- Checks Payable to: *Oswego City-County Youth Bureau* and attach to this Contract
  - MAIL TO: 70 BUNNER STREET, OSWEGO, NY 13126
- OR for Credit Card Payments, pay online: <https://youthbureau.oswegocounty.com/payments>

ARE YOU PLANNING ON CHARGING ADMISSION? YES NO  
 SELLING ALCOHOL? YES NO  
 AMUSEMENT RIDES? YES NO  
 PUTTING UP A 20X20 TENT OR LARGER? YES NO  
 DO YOU HAVE MORE THAN 250 PEOPLE ATTENDING? YES NO

(IF YOU CHECKED YES TO ANY OF THE ABOVE QUESTIONS, ADDITIONAL INFORMATION/PAPERWORK WILL BE REQUIRED!)

**DO NOT RETURN THIS AGREEMENT WITHOUT A COPY OF YOUR CERTIFICATE OF INSURANCE OR  
SIGNED WAIVER (SEE BELOW)**

**WAIVER**

I, \_\_\_\_\_, as a representative of the above-named group, and on behalf of the above named group, hereby agree to assume responsibility for supervising the conduct of the group members or guests; to properly clean the premises after use; to follow rules and regulations established by Camp Zerbe; to indemnify and hold the County of Oswego, its officers and employees harmless for loss, damage, and expense in connection with such use of this rental agreement; and if alcohol is to be served, to take adequate precautions to insure that minors will not be served; I further agree to procure and obtain all necessary licenses and permits necessary, if any, for my group's use of Camp Zerbe in advance of said use of Camp Zerbe on \_\_\_\_\_, 20\_\_\_\_. THE UNDERSIGNED, AS REGISTRANT, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ATTACHED CAMP ZERBE FACILITY RENTAL GUIDE AND UNDERSTANDS THE RULES AND REGULATIONS FOR THE CAMP AND ASSUMES FULL RESPONSIBILITY, INDIVIDUALLY, FOR ANY DAMAGES TO THE GROUNDS OR EQUIPMENT, DURING THE PERIOD FOR WHICH THE AGREEMENT IS IN EFFECT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

This agreement was sent out on \_\_\_\_\_ by \_\_\_\_\_ and must be returned within 30 days of receiving it. If the signed agreement and deposit are not returned in the appropriate time frame, then your event will be cancelled.

Paid: \_\_\_\_\_ Sec. Deposit Paid: \_\_\_\_\_ Balance: \_\_\_\_\_



Camp Hollis Rental Rates									
	Youth Group					Non Youth Group			
Length of stay	Current Rate	New Rate	Difference	Cost/hr		Current Rate	New Rate	Difference	Cost/hr
#1: One Half Day Example: Noon-5PM (Max 5 hours)	\$ 80.00	\$ 100.00	\$ 20.00	\$ 20.00		\$ 220.00	\$ 250.00	\$ 30.00	\$ 50.00
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00	
#2: One Day (Daytime only) Example:10AM-8PM (Max 10 hours)	\$ 160.00	\$ 200.00	\$ 40.00	\$ 20.00		\$ 440.00	\$ 500.00	\$ 60.00	\$ 50.00
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00	
#3: One Day w/overnight Example: Thurs Noon-Fri Noon (24 hours)	\$ 295.00	\$ 320.00	\$ 25.00	\$ 13.33		\$ 525.00	\$ 650.00	\$ 125.00	\$ 27.08
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00	
#4: Two Days w/overnight Example: Fri Noon-Sun Noon (48 hours)	\$ 480.00	\$ 520.00	\$ 40.00	\$ 10.83		\$ 950.00	\$ 1,100.00	\$ 150.00	\$ 22.92
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00	
#5: Three Days Example: Sun 5PM-Wed 5PM (72 hours)	\$ 720.00	\$ 720.00	\$ -	\$ 10.00		\$ 1,390.00	\$ 1,500.00	\$ 110.00	\$ 20.83
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00	
#6: One Week Example: Mon 10AM-Mon 10AM (Must Obtain Permit)	\$ 1,140.00	\$ 1,400.00	\$ 260.00	\$ 8.33		\$ 3,110.00	\$ 3,400.00	\$ 290.00	\$ 20.24
Additional Hours	\$ 15.00	\$ 20.00	\$ 5.00			\$ 25.00	\$ 30.00	\$ 5.00	

Camp Zerbe Rental Rates												
Length of stay	Paco Malone				Lodge				Pavillion/Grounds Use			
	Current Rate	New Rate	Difference	Cost/hr	Current Rate	New Rate	Difference	Cost/hr	Current Rate	New Rate	Difference	Cost/hr
15 Hours	\$ 100.00	\$ 150.00	\$ 50.00	\$ 30.00	\$ 175.00	\$ 200.00	\$ 25.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 20.00
Additional Hours	\$ 25.00	\$ 30.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		\$ 15.00	\$ 20.00	\$ 5.00	
10 Hours	\$ 200.00	\$ 250.00	\$ 50.00	\$ 25.00	\$ 300.00	\$ 375.00	\$ 75.00	\$ 37.50	\$ 100.00	\$ 175.00	\$ 75.00	\$ 17.50
Additional Hours	\$ 25.00	\$ 30.00	\$ 5.00		\$ 25.00	\$ 30.00	\$ 5.00		\$ 15.00	\$ 20.00	\$ 5.00	

**RESOLUTION NO. 290**

**RESOLUTION CONCERNING A ZONING AREA VARIANCE REQUEST  
CONCERNING THE KONU PROPERTY ADJACENT TO CAMP HOLLIS IN THE  
TOWN OF OSWEGO**

By Legislator Reehil:

WHEREAS, the County of Oswego owns and operates Camp Hollis in the Town of Oswego; and

WHEREAS, an adjoining property owner, Gary Konu, owns certain adjacent property to Camp Hollis at 335 Lakeshore Road (hereinafter the “subject parcel”); and

WHEREAS, Gary Konu has applied to the town to construct a 20' x 20' car port to be attached to his home; and

WHEREAS, under the Town of Oswego’s zoning code, this construction requires the town’s Zoning Board of Appeals to consider whether an area variance should be granted; and

WHEREAS, the town has scheduled a public hearing has been scheduled on the 21<sup>st</sup> day of September, 2023 regarding same; and

WHEREAS, a resolution is both necessary and desirable;

NOW, THEREFORE, upon the recommendation of the Human Services Committee of this body; it is now hereby

RESOLVED, the County of Oswego, acting solely in its capacity as an adjoining landowner to the subject parcel, has no objection to an area variance being granted for the construction of a 20' x 20' carport on the subject parcel; and, it is further

RESOLVED, that a copy of this resolution shall be sent to the Secretary of the Town of Oswego Zoning Board of Appeals.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**NOTICE OF PUBLIC HEARING  
TOWN OF OSWEGO ZONING BOARD**

**PLEASE TAKE NOTICE** that the Zoning Board for the Town of Oswego will hold a Public Hearing on the 21<sup>st</sup> day of September, 2023 at 7:00 p.m., or as soon thereafter as possible, at the Oswego Town Hall, 2320 County Route 7, Oswego, New York, to consider the application by Gary Konu for an area variance related to property located at 336 Lakeshore Rd for an addition of a car port.

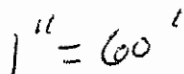
All interested parties will be heard.

A copy of the zoning application may be reviewed at the Town Clerk's Office during regular office hours.

Dated: August 17, 2023

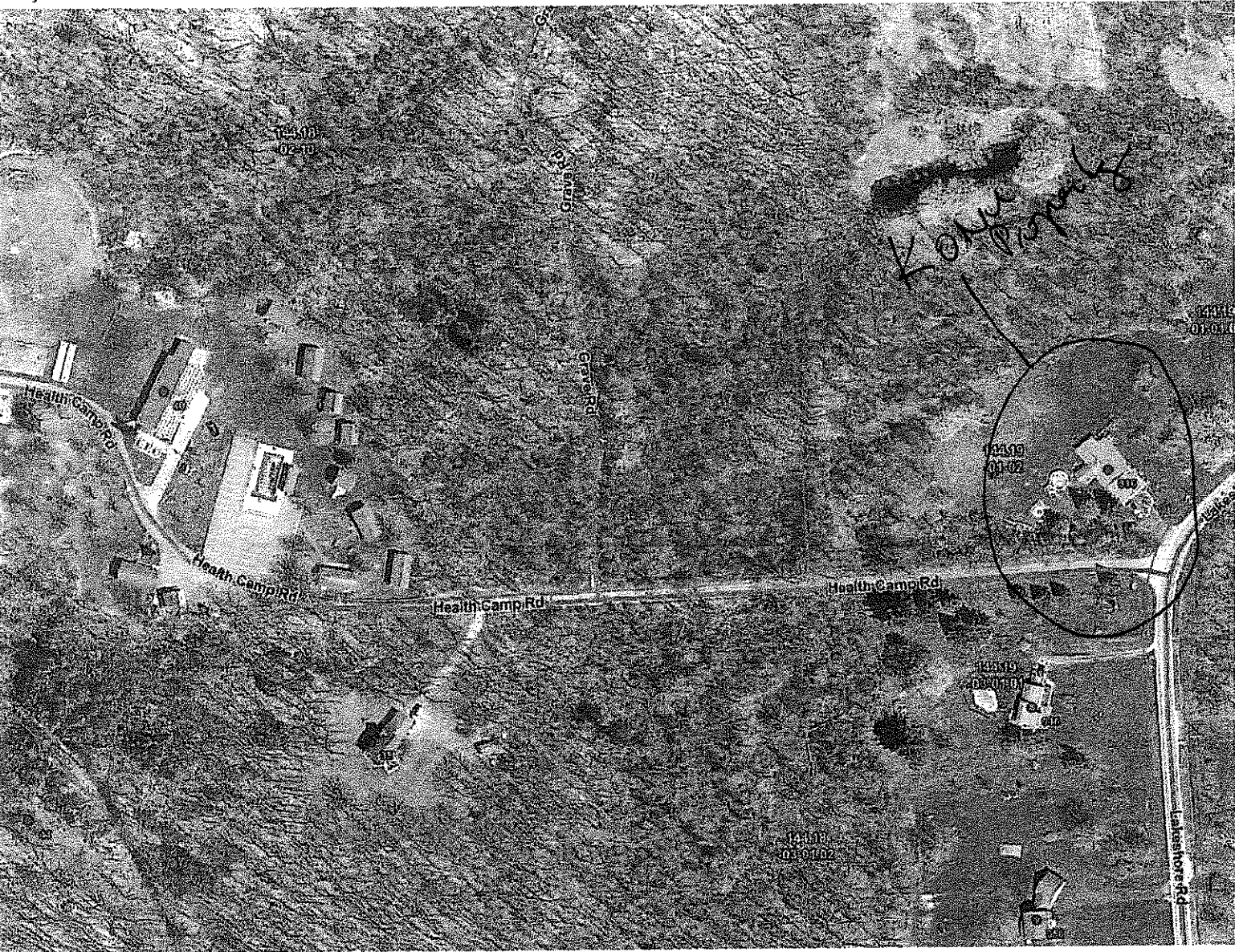
KATHY DELANEY  
Secretary, Town of Oswego  
Zoning Board of Appeals

1200 /



LAKESHORE  
(ALIAS SNAY

Gary Konu Parcel



200 ft

Site Addresses



Townships



Active Tax Parcels

Fee Parcel



Yes



No

NYS Streets



Oswego County Boundary



**RESOLUTION NO. 291**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION OFFICE FOR THE  
AGING; ACCEPTING SENIOR PICNIC TRANSPORTATION DONATIONS 2023**

By Legislator Reehil:

WHEREAS, each year the Office for the Aging (OFA) sponsors a senior picnic to celebrate the elderly in Oswego County; and

WHEREAS, OFA solicited local businesses for financial contributions to support transportation to the senior picnic; and

WHEREAS, OFA received funding from Oswego County businesses totaling \$1,900;

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

RESOLVED, the County Treasurer be, and hereby is, authorized to increase revenue line A6772.419720 and expense line A6772.543800 by \$1,900; and now be it further

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

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20   NO: 0   ABSENT: 5   ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 291 of 2023**

**A6772 419720**  
**A6772 543800**

**(\$1,900.00)**  
**\$1,900.00**



Sara Sunday  
Aging Services Administrator

Oswego County Office Complex  
70 Bunner Street, Oswego NY 13126

# INFORMATIONAL MEMORANDUM

**From:** Sara Sunday

**Date:** August 22, 2023

**Subject:** Budget Modification Request – 2023 Senior Picnic Transportation

**Purpose:** To amend the Office for the Aging 2023 Operating Budget to include revenues and expenses to provide bussing to the 2023 Senior Picnic.

**Background:** Each year the Office for the Aging celebrates our local elderly with a senior picnic event. OFA solicited donations from local organizations as well as applied for a grant from the Shineman Foundation. OFA was able to obtain \$1,900 in donations to sponsor bussing. We now need to increase our 2023 operating budget revenue line A6772.419720 by \$1,900 as well as expense line A6772.543800 - Other Fees and Services to cover the expense.

**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 inclusion of the additional revenue funding to the operating account as listed.



**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

9/5/23

9523

Chair person	DATE

COUNTY ADMINISTRATOR

DATE \_\_\_\_\_

9-6-23

DATE

June Dept. + print near 0

**\*If Personnel Services are impacted**

COUNTY TREASURER

DATE \_\_\_\_\_

RESOLUTION NO. 292

**RESOLUTION AUTHORIZING THE CREATION/BUDGET MODIFICATION OF  
THREE POSITIONS IN THE HEALTH DEPARTMENT (1) SENIOR HEALTH  
PROGRAM SPECIALIST AND (2) HEALTH PROGRAM SPECIALISTS**

By Legislator James Karasek:

WHEREAS, the Healthy Families USA is an evidence based national program and the Healthy Families Oswego County (HFOC) is funded by the State Office of Children and Family Services; and

WHEREAS, the Director of Public Health requests to end subcontract with Cornell Cooperative Extension (CCE) and create three new positions to continue the HFOC full program under the Oswego County Health Department (OCHD) to better improve the overall benefits of those families enrolled in the HFOC program; and

WHEREAS, the anticipated savings of \$12,752 in the originally budgeted local share for 2023, with increases in salaries, additional hours, mileage, supplies and social security, offset from other fees (CCE contractual), and with subcontractor vacancies from 2023; and

WHEREAS, the anticipated increase for 2024 in local share to provide the full Healthy Families program at OCHD is \$15,899, including contractual pay increases;

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

RESOLVED, that two Health Program Specialist, Grade 8, and one Senior Health Program Specialist, Grade 10, positions in the County of Oswego Office Personnel Bargaining Unit be created, and be it further

RESOLVED, that certified copies of this resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to make such changes.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 292 of 2023**

A4036 543800	(\$48,565.00)
A403 511000	\$33,537.00
A4036 514300	\$3,000.00
A4036 544400	\$3,000.00
A4036 545500	\$6,232.00
A4036 590308	\$2,796.00

**INFORMATIONAL MEMORANDUM**

**Subject:** Healthy Families Oswego County

**Purpose:** End subcontract and add positions to continue full program under OCHD.

**Summary:** The Healthy Families USA is an evidence based national program. The Healthy Families Oswego County is funded by the State Office of Children and Family Services (OCFS). The goal of HFOC is to the increase parent-child bond, benefiting enrolled families and improving the overall community. HFOC has great potential for the residents of the county to reduce child abuse and maltreatment.

Beginning in 2019, when State funding was received, a subcontract with Cornell Cooperative Extension (CCE) was created. The Program Manager was housed at OCHD and CCE housed the program staff. Since 2019 the program has not been fully staffed, nor has it reached a full census. At this time, OCHD would like to end the subcontract with CCE and bring the full program under OCHD.

Continuing the full program at OCHD will require the creation of three positions. One Senior Health Program Specialist who will fill the required role of Family Resource Specialist/Supervisor. This role provides supervision to the Health Program Specialist and provides support and services to families through home visits, community outreach, grant writing and quality assurance. Two Health Program Specialist positions will also be needed to act in the required Family Support Specialist role. This role provides support and services to families through home visits, community outreach and quality assurance. The salary for all three positions are 100% funded by the Healthy Families grant as well a portion of the related FICA and Retirement costs.

**Fiscal Impact 2023:** Increases in Salaries, Additional Hours, Mileage, Supplies and Social Security, offset from Other Fees (CCE contractual). Due to subcontractor vacancies from 2023 we anticipate a savings of \$12,752 in the originally budgeted local share for 2023.

**Fiscal Impact 2024:** Including contractual pay increases, the anticipated increase in local share to provide the full Healthy Families program at OCHD is \$15,899.

**Recommended Action:** The Health Committee to approve and recommend ending the subcontract with CCE, continuing the full program under OCHD, creation of 3 new positions and the corresponding budget modification.

# POSITION REQUEST/DELETE BUDGET FORM

**DEPARTMENT:** Health

**DIVISION/UNIT (NUMBER):** A4036

## A. NEW POSITION REQUEST

1. Position Title Requested: Senior Health Program Specialist

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: 23.14 Grade: 10

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Percent of Federal and or State Reimbursement: 100% Fringe Reimbursed: ☒ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

*Healthy Families Oswego County (HFOC) is funded by the State Office of Children and Family Services (OCFS). The goal of HFOC is to increase parent-child bond, benefiting enrolled families and improving the overall community. HFOC has great potential for the residents of the county to reduce child abuse and maltreatment. The program was subcontracted to CCE to house all staff except the Program Manager. However, CCE has not been able to fully staff program nor has the program reached full capacity. OCHD would like to end the subcontract and bring program back under OCHD.*

6. Complete New Position Duties Statement (p. 3 & 4).

## B. RECLASSIFICATION REQUEST

1. Present Title: \_\_\_\_\_ 2. Position #: \_\_\_\_\_

3. Present Salary/Hourly Rate: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Requested Title: \_\_\_\_\_

5. Requested Salary: \_\_\_\_\_

a. Bargaining Unit: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Grade: \_\_\_\_\_

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

6. Percent of Federal and/or State Reimbursement: \_\_\_\_\_ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

<b>C. POSITION DELETION</b>		
1. Title to be Deleted:		
2. Position #	3. Salary Savings:	
4. Reason for Deletion:		

**Civil Service Law: Section 22. Certification for positions.**  
Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

**OSWEGO COUNTY HUMAN RESOURCES  
DEPARTMENT**

**NEW POSITION DUTIES STATEMENT**

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

<b>1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE</b> HEALTH		<b>DIVISION, UNIT, OR WORK SECTION</b> A4036	<b>LOCATION OF POSITION</b> Bunner St Complex
<b>2. DESCRIPTION OF DUTIES:</b> Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.  <b>Title requested:</b> <i>Senior Health Program Specialist</i>			
<b>PERCENT OF WORK TIME</b>			
25%	<i>Provide ongoing, intensive, professional supervision to direct service staff. Assure quality of service provision and protect the integrity and respect of the families served. Provide weekly supervision time for each staff member as required by Healthy Families program model. Assist staff to support program families in developing realistic and effective support plans.</i>		
20%	<i>Participates in the orientation and in-service training, conducts record reviews, assist in or maintain the data collection system, implement a quality assurance plan, direct and provide case management and monitor the performance of the team</i>		
5%	<i>Assists with grant writing by conducting research for grant opportunities, assisting with writing and proofreading proposals, and assisting with the application process</i>		
19%	<i>Conducts outreach to community partners and families referred to the program by attending outreach events, educating area providers and the public, running reports to prepare outreach materials, and coordinating outreach events with other service providers</i>		
10%	<i>Initiates and maintains regular contact with at-risk families by engaging them in activities from the approved evidence-based curriculum</i>		
6%	<i>Conducts in-home assessments, interviews, and screenings; and educates families on topics including parenting, child development, immunizations, safety, etc</i>		
4%	<i>Collects, reviews, analyzes and inputs data into Management Information System after each home visit</i>		
5%	<i>Works with colleagues, health and social care professionals, and multi-agency networks to evaluate caseload needs and the progress that has been made; Attends court sessions when relevant; i.e. CPS cases and custody hearings</i>		
5%	<i>Completes required trainings</i>		
1%	<i>Performs other related duties as required</i>		
<b>(Attach additional sheets if more space is needed)</b>			

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Betty Dunsmoor	Coord of Healthy Families program	General, Direct
Jodi Martin	Deputy Director of Public Health	Admin

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
	Health Program Specialist	General
	Health Program Specialist	General

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION

6. What minimum qualifications do you think should be required for this position?

Education: ☐ High School \_\_\_\_\_ years

☒ College 4 years, with specialization in psychology, human development, social work, human services, counseling, or closely related field;

☐ Other \_\_\_\_\_ years, with specialization in \_\_\_\_\_

Experience (list amount and type): One (1) year of experience working with children and/or families in a health or social services agency, or community services setting and experience in supervising others.

Essential knowledge, skills and abilities: Knowledge of principles and practice of supervision, community resources, and ability to be sensitive to others, communicate effectively, develop and maintain relationships, exercise good judgement, obtain facts through observations interview, and investigation, and prepare records and reports while working independently.

Type of license or certificate required: Valid NYS Driver's License

7. The above statements are accurate and complete.

Date: 8-22-23

Title: Director of Public Health

Signature: [Handwritten Signature]

**CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER**

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

# POSITION REQUEST/DELETE BUDGET FORM

**DEPARTMENT:** Health

**DIVISION/UNIT (NUMBER):** A4036

## A. NEW POSITION REQUEST

1. Position Title Requested: (2)- Health Program Specialist

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: 20.37 Grade: 8

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Percent of Federal and or State Reimbursement: 100% Fringe Reimbursed: ☒ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

*Healthy Families Oswego County (HFOC) is funded by the State Office of Children and Family Services (OCFS). The goal of HFOC is to increase parent-child bond, benefiting enrolled families and improving the overall community. HFOC has great potential for the residents of the county to reduce child abuse and maltreatment. The program was subcontracted to CCE to house all staff except the Program Manager. However, CCE has not been able to fully staff program nor has the program reached full capacity. OCHD would like to end the subcontract and bring program back under OCHD.*

6. Complete New Position Duties Statement (p. 3 & 4).

## B. RECLASSIFICATION REQUEST

1. Present Title: \_\_\_\_\_ 2. Position #: \_\_\_\_\_

3. Present Salary/Hourly Rate: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Requested Title: \_\_\_\_\_

5. Requested Salary: \_\_\_\_\_

a. Bargaining Unit: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Grade: \_\_\_\_\_

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

6. Percent of Federal and/or State Reimbursement: \_\_\_\_\_ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).



<b>C. POSITION DELETION</b>		
1. Title to be Deleted:		
2. Position #	3. Salary Savings:	
4. Reason for Deletion:		

**Civil Service Law: Section 22. Certification for positions.**  
Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

**OSWEGO COUNTY HUMAN RESOURCES  
DEPARTMENT**

**NEW POSITION DUTIES STATEMENT**

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

**1. DEPARTMENTS/SCHOOL  
DISTRICT/TOWN OR VILLAGE  
HEALTH**

**DIVISION, UNIT, OR WORK SECTION**

A4036

**LOCATION OF POSITION**

Bunner St Complex

**2. DESCRIPTION OF DUTIES:** Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.

Title requested: *Health Program Specialist (2)*

**PERCENT OF  
WORK TIME**

20%	<i>Initiates and maintains regular contact with at-risk families by engaging them in activities from the approved evidence-based curriculum;</i>
15%	<i>Conducts in-home assessments, interviews, and screenings; and educates families on topics including parenting, child development, immunizations, safety, etc</i>
10%	<i>Collects, reviews, analyzes and inputs data into Management Information System after each home visit</i>
5%	<i>Reviews and analyzes assessments, compiles scores, and determines appropriate level of services;</i>
15%	<i>Works closely with families to support positive parent-child attachments and bonding; promotes child and family health and development; and enhances the family's resilience;</i>
14%	<i>Conducts outreach to community partners and families referred to the program by attending outreach events, educating area providers and the public, running reports to prepare outreach materials, and coordinating outreach events with other service providers;</i>
10%	<i>Works with colleagues, health and social care professionals, and multi-agency networks to evaluate caseload needs and the progress that has been made; Attends court sessions when relevant; i.e., CPS cases and custody hearings;</i>
5%	<i>Participates in quality assurance activities required for compliance with the program;</i>
5%	<i>Completes required trainings</i>
1%	<i>Performs other related duties as required.</i>

**(Attach additional sheets if more space is needed)**

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
	Sr. Health Program Specialist	General
Betty Dunsmoor	Coord of Healthy Families Program	Direct
Jodi Martin	Deputy Director of Public health	Admin

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION

6. What minimum qualifications do you think should be required for this position?

Education: ☐ High School \_\_\_\_\_ years

☒ College 2 years, with specialization in psychology, human development, social work, human services, counseling, or closely related field

☒ Other \_\_\_\_\_ years, with specialization in Graduation from high school or possession of an equivalency diploma and two (2) years of experience working with children and/or families in a health or social services agency, or community services setting

Experience (list amount and type): One or two years of experience working with children and/or families in a health or social services agency, or community services setting

Essential knowledge, skills and abilities: Knowledge of community resources, and ability to be sensitive to others, communicate effectively, develop and maintain relationships, exercise good judgement, obtain facts through observations interview, and investigations, and prepare records and reports while working independently.

Type of license or certificate required: Valid NYS Driver's License

7. The above statements are accurate and complete.

Date: 8-22-2023

Title: Director of Public Health

Signature: [Signature]

**CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER**

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:





POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

9.14.2023

Department Head 	Date 9-7-2023	County Administrator 	DATE 9/7/23
Director of Human Resource 	Date 9-7-2023	Chairperson 	DATE 9/7/23

DATE \_\_\_\_\_

**RESOLUTION NO. 293**

**RESOLUTION AUTHORIZING HEALTH DEPARTMENT FEE SCHEDULE FOR ENVIRONMENTAL SERVICES**

By Legislator James Karasek:

WHEREAS, the rates for services rendered through Public Health Law and New York State Sanitary Codes must keep pace with the increased cost of doing business as well as being in line with industry trends; and

WHEREAS, the Director of Public Health has reviewed current rates and is looking to formally set new rates for services; and

WHEREAS, the fiscal impact for 2024 will increase \$29,475 for budgeted revenues in the Environmental Division A4090;

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 fee schedule for Environmental Services; and be it further

RESOLVED, that certified copies of this resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to make such changes.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

# OSWEGO COUNTY

VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH  
PHONE 315.349.3545



# HEALTH DEPARTMENT

70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357  
FAX 315.349.3435

## Informational Memo

**Subject:** Fee Schedule for Environmental Services

**Purpose:** To formally set the rates for services.

**Summary:** The rates for services rendered through Public Health Law and New York State Sanitary Codes must keep pace with the increased cost of doing business as well as being in line with industry trends. If we do not agree with the rates and wish to appeal, it is necessary to demonstrate that the governing body by resolution has set the rates. The rates that have been set in our billing system for 2024 are as attached:

**2024 Fiscal Impact:** Budgeted revenues in the Environmental Division A4090 will increase \$29,475.

### Recommended

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

**OSWEGO COUNTY HEALTH DEPARTMENT  
FEE SCHEDULE FOR ENVIRONMENTAL HEALTH SERVICES**

<b>FOOD SERVICE</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
High Risk (Restaurants, Colleges, Schools, etc.)	\$275	\$300
Medium Risk (Restaurants, Colleges, Schools, etc.)	\$200	\$225
Low Risk (Restaurants, Taverns, Bars, etc.)	\$150	\$175
Mobile Unit	\$150	Medium Risk: \$200 Low Risk: \$175 Pushcart: \$150
Temporary I (per day)	\$35	\$45
Temporary II (1 event, 3-14 days)	\$100	3-7 consecutive days: \$125
Temporary III (Seasonal – Limited Dates)	\$150	Multiple Events – Up to 12 days within 120 days: \$250
Temporary IV (Multiple Events – Up to 20 days within 120 days)		\$350
State Education Department (Summer Feeding Site)	\$50	\$50
Vending Machines (1-29)	\$50	1-5 Units: \$50 6-10 Units: \$100 11-19 Units: \$150 20-29 Units: \$200
Vending Machines (30+)	\$350	30-49 Units: \$250 50-99 Units: \$300 100-149 Units: \$350 150+ Units: \$400
<b>CHILDREN'S CAMPS</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Overnight and Day Camps (Municipal operations and charitable organizations)	Exempt (Per 7-2.4)	Exempt (Per 7-2.4)
Overnight and Day Camps	\$200	\$225
<b>TEMPORARY RESIDENCES (CAPACITY = PEOPLE)</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Capacity 11-19	\$150	\$175
Capacity 20 - 49	\$200	\$225
Capacity 50 - 99	\$250	\$275
Capacity 100 - 199	\$300	\$325
Capacity 200 - 299	\$400	\$425
Capacity 300 - 399	\$500	\$525
Capacity 400 - 499	\$600	\$625
Capacity 500 +		\$725

<b>CAMPGROUNDS</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Sites 5-14	\$100	\$125
Sites 15 – 29	\$150	\$175
Sites 30 - 74	\$200	\$225
Sites 75 – 99	\$250	\$275
Sites 100 – 124	\$300	\$325
Sites 125 – 149	\$350	\$375
Sites 150 – 249	\$375	150 – 199: \$400
Sites 250 - 349	\$400	200 – 299: \$425
Sites 350 + \$25 for each additional 100 sites	On going	300 – 399: \$450 400+: Add \$25 for each additional 100 sites
<b>SWIMMING POOLS</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Capacity 1 - 99	\$175	\$200
Capacity 100+	\$250	\$275
Spa Pool	\$100	\$125
<b>RECREATIONAL AQUATIC SPRAY GROUNDS</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
All	\$175	\$200
<b>BATHING BEACHES</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
< 5,000 Square Feet	\$175	\$200
> 5,000 Square Feet	\$250	\$275
<b>MOBILE HOME PARKS</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Sites 5 - 14	\$125	\$150
Sites 15 – 29	\$175	\$200
Sites 30 - 74	\$200	\$225
Sites 75 - 99	\$275	\$300
Sites 100 - 124	\$325	\$350
Sites 125 - 149	\$375	\$400
Sites 150 - 249	\$400	\$425
Sites 250+	\$425	\$450
<b>MIGRANT FARMWORKER HOUSING (CAPACITY = PEOPLE)</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Capacity 5 - 49	\$150	\$175
Capacity 50+	\$200	\$225
<b>MASS GATHERINGS</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
5,000 People or more; Continues for 24 hours or more	\$550	\$600
<b>PUBLIC GATHERINGS</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Any gathering of 5,000 people or more for which an admission is charged	\$15,000	\$15,000
<b>AGRICULTURAL FAIRGROUND</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Agricultural Society Section 286 of A&M Law Reimbursement	\$200	\$250



<b>TANNING FACILITIES</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Biennial License	\$30 (Per 72-1.4)	N/A: Opt out of tanning program
Biennial Inspection Fee for each UV device	\$50 (Per 72-1.5)	N/A: Opt out of tanning program
<b>PUBLIC WATER SUPPLIES</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Community Water Supply 5-999 Service Connections	\$200	\$225
Community Water Supply 1,000 – 9,999 Service Connections	\$325	\$350
Community Water Supply 10,000+ Service Connections	\$525	\$550
Non-Transient, Non-Community Water Supply (Schools, Businesses, etc.)	\$150	\$175
Non-Community Water Supply (Restaurants, Convenience Stores, etc.)	\$125	\$150
Bulk Water Trucks (per truck)	\$125	\$150

#### **OTHER FEES**

<b>WATER &amp; SEPTIC TESTING</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
Individual Water Test – Walk-In (No Written Results)	\$30	\$35
Individual Water Test – Realty, Certificate of Occupancy, etc. (Written results Provided)	\$75	\$85
Septic Dye Test – 4 Days (Written Results Provided)	\$200	\$225

#### **EXEMPTION**

County Operated Facilities	\$0
State Office for Aging (Senior Nutrition Sites)	\$0

#### **LATE FEES**

Temporary Expediting Fee (if not submitted within 10 days of event) *Permits will not be issued if not submitted within 3 days of event	\$25
Late Annual Permit Renewals (Within 30 days of permit expiration)	\$25
Late Annual Permit Renewals (31-60 days after permit expiration)	\$50
Late Annual Permit Renewals (60+ days after permit expiration; Following enforcement policy/closure of facility)	\$100

**OSWEGO COUNTY HEALTH DEPARTMENT**  
**PLAN REVIEW FEE SCHEDULE FOR ENVIRONMENTAL HEALTH SERVICES**  
**Effective 1/1/15**

<b>FOOD SERVICE</b>	<b>2023 FEE</b>	<b>2024 FEE</b>
High, Medium & Low Risk Restaurants	\$125	
Major Renovations	\$125	
Mobile Unit	\$125	
<b>CHILDREN'S CAMPS</b>	<b>FEE</b>	
One story + \$20 per sleeping room	\$150	
Two story + \$20 per sleeping room	\$300	
Major Renovations	\$125	
<b>TEMPORARY RESIDENCES</b>	<b>FEE</b>	
Plan Approval by local Code Enforcement Official	n/a	
<b>CAMPGROUNDS</b>	<b>FEE</b>	
Site Plan + \$20 per campsite	\$200	
Each Structure	\$50	
Major Renovations	\$125	
<b>SWIMMING POOLS</b>	<b>FEE</b>	
Capacity 1 – 99	\$300	
Capacity 100 +	\$400	
Spa pool	\$200	
Major Renovations i.e., Slides, Disinfection system/filter replacement etc.	\$150	
<b>RECREATIONAL AQUATIC SPRAY GROUNDS</b>	<b>FEE</b>	
Site Plan	\$300	
Additional Spray Pads	\$75	
<b>BATHING BEACHES</b>	<b>FEE</b>	
Square Feet < 5000	\$250	
Square Feet > 5000	\$350	
<b>MOBILE HOME PARKS</b>	<b>FEE</b>	
Site Plan + \$20 per site	\$200	
<b>MIGRANT FARM WORKER HOUSING</b>	<b>FEE</b>	
One Story Building	\$150	
Two Story Building	\$300	
Mobile or Modular Home	\$200	
Major Renovations	\$125	
<b>MASS GATHERINGS</b>	<b>FEE</b>	
Site Plan (5000 People or more and continue for 24 hours or more)	\$550	
<b>PUBLIC GATHERINGS</b>	<b>FEE</b>	
Site Plan (Gathering of 5000 people or more for which an admission is charged)	Local Law	
<b>PUBLIC WATER SUPPLIES * Fee based on project cost for Community Water Systems</b>	<b>FEE</b>	
Community Water Systems < \$10,000	\$100	
\$10,000 - \$100,000	\$150	
\$101,000 - \$500,000	\$250	
\$501,000 - \$999,999	\$350	
\$1,000,000 +	\$550	
Non-Transient, Non-Community Water Systems (Schools, Businesses etc.)	\$100	\$175
Non-Community Water Systems (Restaurants, Convenience Stores, etc)	\$100	\$125

<b>ONSITE WASTEWATER TREATMENT SYSTEMS (OWTS)</b>	<b>FEE</b>	
Individual OWTS	\$125	
Commercial OWTS	\$200	\$250
<b>REALTY SUBDIVISION, as defined in NYS Public Health Law</b>	<b>FEE</b>	
Site Plan + \$45 per lot	\$250	
Five Year Renewal (if construction is not complete or all the lots are not sold)	\$300	

**RESOLUTION NO.****RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT, PART  
ERF 360 PERMIT RENEWAL ENGINEERING SERVICES, BETWEEN OSWEGO  
COUNTY DEPARTMENT OF SOLID WASTE AND BARTON+LOGUDICE, D.P.C**

By Legislator Paul House:

WHEREAS, The ERF Part 360 permit expires July 2024, the renewal application has as to be filed a minimum of 180 days before expiration, updating this permit is a regulatory requirement; and

WHEREAS, The Oswego County Dept of Solid Waste have contracted with, or will contract with, Barton+ Loguidice, D.P.C, which possesses the requisite skills and experience to update and prepare the renewal application; and

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

RESOLVED, the County of Oswego hereby awards a professional service contract for preparation and updating of the plans to Barton + Loguidice D.P.C; and now be it further

RESOLVED, that the costs, \$12,000.00, thereof shall be allocated and paid from the Dept of Solid Waste Fees and Services account CL8160 543800, other fees and services.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**



## Oswego County Department of Solid Waste

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Michael Lutestanski II, Director of Solid Waste Programs

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: Barton & LoGiudice Professional Services Proposal ERF 360 Solid Waste Permit preparation and submittal

DATE: Aug 17, 2023

The ERF 360 Solid Waste permit expires in July of 2024. The permit renewal application must be submitted to the NYS DEC 6 months before it expires for the DEC review. The new permit has updated rules and requirements which we will initiate and follow.

One of the new requirements is a radiation detection system for incoming loads. This proposal includes the drawings and services required to procure and install the radiation detector. The detector pricing is separate from this document as we will look to do an RFP or purchase the unit off of state bid.

The attached proposal lays out the documentation requirements and the permit renewal process. The ERF staff has provided the required documents as they were needed to prepare the proposal. The renewal application will be filed with the NYSDEC by Jan 30<sup>th</sup> 2024.

The attached proposal for \$12,100.00 will be funded from 8161 5438, other fees and services.



June 29, 2023

Michael Lutestanski II  
Director of Solid Waste Programs  
Oswego County Department of Solid Waste  
3125 State Route 3  
Fulton, New York 13069

*Submitted via Email:* [michael.lutestanski@oswegocountyny.com](mailto:michael.lutestanski@oswegocountyny.com)

Re: Proposal for Engineering Services  
Part 360 Permit Renewal  
Oswego County Energy Recovery Facility

File: 701.2169

Dear Mr. Lutestanski:

Barton & Loguidice, D.P.C. (B&L), is pleased to submit this proposal for engineering services to assist Oswego County (the County) with a Part 360 Permit Renewal Application to the NYSDEC for the Oswego County Landfill in accordance with the applicable sections of Part 360 and Part 362-1 of the solid waste regulations.

It is our understanding that the County intends to submit the renewal application a minimum of 180 days prior to the permit expiration date. In addition, we understand that the County does not intend to modify the operating conditions of the landfill as part of this renewal application. Our scope of services is provided below.

#### **Scope of Services**

B&L will prepare the permit renewal application form for the ERF and incorporate the current operations documents into a newly prepared Facility Manual as required by the applicable sections of the current Part 360 Series Regulations. The final Facility Manual will be stamped by a Professional Engineer licensed in New York State. It is our understanding that the current documents, as listed below, were last updated by County staff in 2003 for the purposes of a permit renewal and that the facility operations have not changed substantively since that time.

Existing operations documents include:

- Facility Equipment;
- Operation and Maintenance Manual;
- Personnel Training Plan;

- Monitoring and Inspection Plan;
- Staffing Plan;
- Waste Control Plan;
- Contingency Plan;
- Closure Plan;
- Access (Site Security Plan);
- Reporting;
- Preparedness and Prevention; and
- Ash Residue Management Plan.

In addition, in order to bring the facility into compliance with Part 360 regulations, the facility will need to install a radiation detector at the weigh scales for monitoring of incoming waste. As part of the permit renewal assistance efforts, B&L will assist the County with procurement of the required equipment (either through state bid or an RFQ process) and prepare an engineering drawing for the installation of the equipment. It is anticipated that the fixed radiation detector will be installed at the entrance to the existing truck scale at the facility. The drawing will be stamped by a Professional Engineering licensed in the state of New York for the County's use in procuring a contractor to perform the installation of the equipment.

Based on our review of the existing permit, which expires on July 28, 2024, the permit renewal application will need to be filed with the NYSDEC by January 30, 2024. The County will need to install the radiation equipment before the renewed permit will be issued. We would recommend installation in early spring 2024.

#### **Assumptions/Clarifications**

- Updates to comply with the revised regulations will be made to the current facility documents which will be provided by the County.
- It has been assumed that no traffic, wetlands, noise studies, threatened or endangered species, or SHPO coordination work will be required for the project.
- The Record of Compliance Form and compliance summary required by 6 NYCRR Part 360.16(g)(2)(i) will be provided by the County.
- The scope of services includes the initial submittal to DEC and responses to one round of comments.
- CLCPA compliance analysis is not included in this scope of work and is being completed under a separate agreement.

#### **Fee for Services**

We propose to provide the services indicated in the Scope of Services for a fee not to exceed **\$12,100**. We will only invoice based on our actual time expended, which may be less given the unknown responses that may be required based on NYSDEC review. We anticipate providing the draft documents for your review within eight weeks of your authorization to proceed.



Time will be invoiced on a time and expense basis commensurate with the applicable titles/rates in place at the time work is being performed. We will not exceed the fee limit without your prior written approval. Invoices will be sent on a monthly basis. If this proposal meets with your approval, please sign below and return for our records.

Please contact me if you have any questions regarding our approach. We appreciate the opportunity to work with you on this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, reading "Jillian M. Blake".

Jillian M. Blake, P.E.  
Associate

JMB2/jms

Attachment

#### Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Oswego County ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
[Name and Title]  
Oswego County

\_\_\_\_\_  
Date



**STANDARD TERMS AND CONDITIONS**  
**for**  
**PROFESSIONAL CONSULTANT SERVICES**  
**provided by**  
**BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

**2.0 General Considerations**

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**4.0 Additional Services**

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

**5.0 Dispute Resolution**

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

**7.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the project is located.

**8.0 Successors, Assigns, and Beneficiaries**

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

**9.0 Termination**

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**10.0 Total Agreement/Severability**

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

**RESOLUTION NO. 295**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOLID WASTE- INSURANCE RECOVERY FUND TO DEPARTMENT OF  
SOLID WASTE EXPENSE ACCOUNT**

By Legislator Paul House:

WHERE AS, The Dept of Solid Waste requests a Budget Modification to transfer forty-one thousand thirty-two dollars and seven cents (\$41,032.07) Dollars per the attached budget mod. This insurance payment was to cover damages to the high-speed grinder rented from Klies Equipment earlier this year; 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 A1325.426800 (Insurance Recoveries) to CL8160.545400 (Expense); 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

LEGISLATURE  
COUNTY  
OSWEGO

Authorized Budget Modification

Res. 295 of 2023

A1325 426800  
CL8160 545400

(\$41,032.07)  
\$41,032.07



## Oswego County Department of Solid Waste

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Michael Lutestanski II, Director of Solid Waste Programs

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 Mod for Insurance recovery fund to Solid Waste Bristol Hill Acct CL8160-545400

DATE: Aug 21, 2023

The Dept of Solid Waste requests a Budget Modification to transfer forty-one thousand thirty two dollars and seven cents (\$41,032.07) Dollars per the attached budget mod.

This insurance payment was to cover damages to the high-speed grinder rented from Klies Equipment earlier this year.

## COUNTY OF OSWEGO

## BUDGET MODIFICATION

[illegible]

9/7/2023

DEPARTMENT HEAD

9/7/2023

DATE \_\_\_\_\_

9723

COUNTY ADMINISTRATOR



DATE \_\_\_\_\_

9-7-23

*DIRECTOR OF HUMAN RESOURCES	DATE
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**CHAIRPERSON**

DATE \_\_\_\_\_

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

DATE \_\_\_\_\_

**RESOLUTION NO. 296****RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOLID WASTE- MRF BUILDING ROOF REPAIR**

By Legislator Paul House:

WHEREAS, The MRF office roof has multiple leaks, The roof can be coated with a sealer (similar to the turbine roof at the ERF in 2022) to stop the leaks for 5-7 years, possibly longer; and

WHEREAS, The Dept of Solid Waste requests a Budget Modification to transfer twenty-seven thousand dollars (\$27,000.00) from CL8160.526000 (Other equipment) to CL8160.541200 (Building Repair); 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

Authorized Budget Modification

Res. 296 of 2023

CL8160 526000

(\$27,000.00)

CL8160 541200

\$27,000.00



## Oswego County Department of Solid Waste

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Michael Lutestanski II, Director of Solid Waste Programs

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 Mod for Dept of Solid Waste Other Equipment to Building Repair

DATE: Aug 21, 2023

The Dept of Solid Waste requests a Budget Modification to transfer twenty-seven thousand dollars (\$27,000.00) Dollars per the attached budget mod.

The MRF office roof has multiple leaks, the roof is original to the building (early 90s). The roof can be coated with a sealer (similar to the turbine roof at the ERF in 2022) to stop the leaks for 5-7 years, possibly longer. This will allow a capital plan to be developed to replace the roof.

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

<u>M. L. [Signature]</u>	<u>9-7-2023</u>
DEPARTMENT HEAD	DATE
<u>*DIRECTOR OF HUMAN RESOURCES</u>	<u>DATE</u>

<u>[Signature]</u>	<u>9-7-23</u>
COUNTY ADMINISTRATOR	DATE
<u>[Signature]</u>	<u>9-7-23</u>
CHAIRPERSON	DATE

**\*If Personnel Services are impacted**

**RESOLUTION NO. 297**

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1323, ERF CAPITAL  
REPAIRS, REDUCING 0422 AND CLOSING 1122**

By Legislator Paul House:

WHEREAS, the Oswego County Energy Recovery Facility is a solid waste incineration facility operated by the Department of Solid Waste; and

WHEREAS, the Energy Recovery Facility requires immediate and continuing repair of its plant machinery and systems to sustain operations; and

WHEREAS, the Department of Solid Waste has determined that funds in the amount of One-Million Four-Hundred Sixty-Three Thousand three hundred twenty (\$1,463,320.00) Dollars will be required to complete necessary repairs planned for the year 2023 and 2024; 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 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**Authorized Budget Modification**

CL 159900  
H 529000 422  
H 529000 1122  
H 529000 1323

**Res. 297 of 2023**

(\$1,102,840.98)  
(\$8,978.93)  
(\$351,500.09)  
\$1,463,320.00





## Oswego County Department of Solid Waste

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TO: Infrastructure, Facilities and Technology Committee  
Personnel and Finance Committee

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

RE: Funding of a Capital Project Account - ERF Capital Repairs

DATE: Aug 16, 2023

The Department of Solid Waste is planning to perform significant repairs to its plant equipment and machinery at its Energy Recovery Facility (ERF). This facility is thirty-eight years old and was retrofitted twenty-four years ago to install new boilers and an advanced air pollution control and monitoring system. These aging systems require substantial annual expenditure to maintain the plant in operable condition. Likewise, some legacy equipment has reached the end of its serviceable lifespan and requires complete replacement.

Through the past several years, the ERF has largely funded plant maintenance and repair evolutions through its annual operating budget. The current market for industrial machinery, materials and repair work is subject to rapid price inflation and extended lead times before receipt of any deliverables. This makes the planning and execution of larger budget projects unwieldy within the annual budget framework.

Unfortunately, the limitations of this funding methodology have led to deferred plant maintenance such that several of ERF's systems are in dire need of immediate repair. Failure to address these repairs will result in increased unplanned outages, higher tonnages bypassed to the landfill and eventually to regulatory compliance concerns.

The Department currently proposes establishing a capital project to address the ERFs current and continuing capital repair demands. This proposed budgetary structure will facilitate the development of a strategic plan to address plant repairs over a number of years versus the current reactive annual planning process. ERF's management team contemplates and is in the process of developing a five-year rolling capital repair plan with the goal of sustaining continued efficient plant operation in the long term.

Once implemented, this strategic capital repair plan, as supported by the immediately proposed capital project, will allow the department and this body to better evaluate the forward maintenance costs relevant to the ERF. This will support more meaningful future planning and development of the department's revenue structure for tipping fees and steam sales to ensure economical plant operations.

In the immediate term, however, the department seeks to overhaul or replace a significant portfolio of plant equipment which repairs are essential to plant operations. The proposed project list is provided below:

<b>2023 &amp; 2024 ERF PROJECT LIST</b>		
<b>Project</b>	<b>BID No. (as applicable)</b>	<b>Proposal Cost</b>
Rear Apron and Deck repair	2X-SW-XXX	\$350,000
River Water Intake Screen Replacement	2X-SW-XXX	\$450,000
Upper Chamber Re Brick	2X-SW-XXX	\$150,000
Switchgear Battery Bank Replacement	2X-SW-XXX	\$150,000
Baghouse Bags and Cages	2X-SW-XXX	\$30,000
Scrubber Top rebuild	23-SW-0126	\$188,320
Building Relighting 2023	23-SW-0229	\$145,000
	<b>TOTAL:</b>	<b>\$1,463,320</b>

These cost estimates are largely based upon estimates as noted above for the required projects relying upon department recommended awards where the same have not been approved through the legislative process. Where actual bid prices are not available the estimates rely upon standard industry knowledge and practice. These are estimates, depending on inflation, supply chain, labor and material costs and availability, these estimates can change. To cover any other incidental changes or additional work that may arise, the department propose a transfer of One-Million four Hundred sixty-three Thousand three hundred twenty (\$1,463,320.00) Dollars into the proposed capital project fund from the following accounts, Department of Solid Waste's unappropriated fund balance, \$1,102,840.98, reducing existing capital fund 0422, \$8,978.93 and closing the emergency repair fund for the #2 boiler capital project 1122, \$351,500.93.

A fiscally conservative posture in combination with increased revenue from tipping fees in recent years have allowed the department to accumulate a healthy unappropriated fund balance to



support the capital repairs outlined above. The department had a fund balance of \$13,790,811.62 as of the end of the year 2022.

Accordingly, the Department of Solid Waste is requesting the establishment of a capital project for Energy Recovery Capital Repairs and a corresponding budget transfer from unappropriated funds, and existing capital funds into a new capital project to accommodate ERF repair work for the remainder of 2023 and 2024.

Bristol Hill Landfill - 3125 NYS 3, Fulton, NY 13069	315-591-9200
Energy Recovery Facility - 2801 NYS 481, Fulton, NY 13069	315-591-9280

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

	9723
<b>COUNTY ADMINISTRATOR</b>	<b>DATE</b>
	9-7-23
<b>CHAIRPERSON</b>	<b>DATE</b>

**\*If Personnel Services are impacted**

**RESOLUTION NO. 298**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT COOLING  
WATER INTAKE STRUCTURE REPAIRS ENGINEERING SERVICES**

By Legislator Paul House:

WHEREAS, The ERF Cooling water intake system is in need of structural evaluation and repairs; and

WHEREAS, The Oswego County Dept of Solid Waste have contracted with, or will contract with, Barton+ Loguidice, D.P.C, which possesses the requisite skills and experience to evaluate, assist the county with obtaining the required permits, design, and furnish the required documentation for modifications, new construction as required for the cooling intake screen, support and protective structure; and

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

RESOLVED, the County of Oswego hereby awards a professional service contract for Professional Services Contract Water Intake Structure Repairs to Barton + Loguidice D.P.C; and now be it further

RESOLVED, that the costs thereof shall be allocated and paid from the ERF Capital Project Acct H529000.1323

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO  
COUNTY  
LEGISLATURE



## Oswego County Department of Solid Waste

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Michael Lutestanski II, Director of Solid Waste Programs

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: Barton & LoGiudice Professional Services Proposal Cooling Water Intake Structure Repairs

DATE: Aug 19, 2023

The ERF cooling water intake system consists of an intake screen, its support structure, protective structure, and piping from the river into the wet well of the pump house. In late October 2022, we noticed a visible object in the river, as the water was low, we couldn't tell what it was, possibly something caught on the protective structure of the intake. The river level rose, and we couldn't investigate due to winter conditions. In June of 2023, the water was low enough to see the intake structure didn't look right, and the intake screen was at an angle. We scheduled a dive service to do an initial inspection and found the protective structure to be compromised and the screen supports gone.

This system has been in the water since 1985 when the ERF was built. Barton and LoGiudice did the original design and oversaw the original construction. They were contacted for an engineering assessment. They viewed the dive footage and prepared the attached quote. The intake system is currently functioning, we have noticed a slight drop in intake flows, currently not bad enough to stop our electrical generation capabilities.

We will discuss this with the NYSDEC, to determine the permit requirements with them and the Army Corp of Engineers. We aren't proposing any changes, replacing like with like. B+L will be part of the discussions. The entire scope of the project is not known as of this writing.

The attached proposal for \$56,500.00 will be funded from proposed capital project acct.



August 14, 2023

Michael Lutestanski, II, Operations Manager  
Oswego County Department of Solid Waste  
Bristol Hill Landfill  
3125 State Route 3  
Fulton, New York 13069

Re: Professional Services Proposal  
Subj.: Energy Recovery Facility Cooling Water Intake Structure Repairs  
File: 704.4479

Dear Mr. Lutestanski:

Barton & Loguidice, D.P.C. (B&L), is pleased to provide the Oswego County Department of Solid Waste (County) with this proposal for the evaluation and design of repairs to the underwater intake support and protection structures at the Energy Recovery Facility.

Based on our recent discussions and underwater video taken of the river water intake system, the support structure for the intake screen and protective structure around the screen have failed. From the compiled video, the support arms for intake screen are missing and the screen is now unrestrained. As a result, the screen has moved and become contorted and twisted from the force of the river current and is no longer positioned correctly. Based on discussions with the screen manufacturer, replacement of the support arms is not realistically feasible because of the underwater welding of stainless steel that would be required. As such, replacement of the screen would provide the best solution to correct the current condition.

Concurrent with the corrective measures for the screen, one end of the western beam of the protective frame structure adjacent to the screen has become disconnected from the support pile and is sagging in a downward position. To correct this issue, the current condition of the structures must be evaluated and assessed to determine what corrective measures will be required and implemented to re-secure the intake screen and repair the protection structure. Similar to the intake screen, repair of the 38 year-old submerged steel may not be practical and replacement of the structure may also be required.

To assist the Oswego County Department of Solid Waste, B&L offers the following Scope of Professional Services for your consideration:

#### **Scope of Professional Services**

##### **Design Phase**

1. Review existing documentation to the extent that it exists, for the original design and construction of the underwater intake structures.
2. Review the underwater video documentation in further detail and meet with County staff and the diving company to better understand and correlate the existing conditions to the original design drawings.





3. Evaluate the potential repair scenarios that would be required to replace the intake screen and associated underwater support and protection structures.
4. Meet with the County staff and diving company staff to discuss and evaluate the possible procedures and methodologies for the underwater repairs in an effort to determine the best suited solutions for the intake structure assemblies.
5. Conduct site visits to further document existing conditions and obtain dimensions to assist with the development of the design drawings and repair details for this project.
6. Develop 35% Schematic Design drawings for the repair and/or replacement of the screen support and the protection structures based on the original design drawings and discussions with County staff and the diving company. At this time, it is assumed that the designs will primarily replace the existing infrastructure with the exception of any modifications that may be feasible for underwater construction and that are the most pragmatic and cost effective methodologies.
7. Submit the 35% Schematic Design documents to the County for review and comment.
8. Participate in one (1) design review meeting with designated County staff to review the 35% Schematic Design documents. It is anticipated that the discussions and comments generated from this meeting will formulate the basis of the subsequent final design effort.
9. Submit a Section 401 pre-filing notice to the New York State Department of Environmental Conservation (NYSDEC) – Region 7. If requested by the NYSDEC, B&L will coordinate and participate in a pre-application meeting with agency staff, the U.S. Army Corps of Engineers (Corps), and County staff. The meeting will engage the NYSDEC and Corps staff in the project objectives, approach and construction in an effort to ensure that the basis of design and associated construction will be acceptable.
10. Based on the Schematic Design and applicable commentary from the County, NYSDEC, and Corps, develop 65% Design Development drawings to include plans and details of the existing conditions and the planned modifications and new construction necessary to repair the intake structures.
11. Assist the County with the preparation and submission of a Joint Application for Permit (JAP) package to the NYSDEC and Corps to obtain the permits required for the repairs to the intake structure. Based on B&L's understanding of the project, we anticipate the following permits will be required:
  - a. NYSDEC: Article 15 Stream Disturbance Permit
  - b. NYSDEC: Article 15 Excavation and Fill in Navigable Waters Permit
  - c. NYSDEC: Section 401 Water Quality Certification
  - d. Corps: Section 10 Nationwide Permit No. 3

No changes to the facility's Industrial SPDES Permit or Water Withdrawal Permit are anticipated. It is assumed that the project will not constitute a new facility or a new intake.

12. After submission of the JAP, B&L will assist the County in responding to inquiries and questions from the NYSDEC and Corps during their review of the permit application. One formal response document to address an incomplete notice or request for additional information is assumed. B&L will perform a technical review of the final permits to ensure that the conditions imposed on the project are correct. Given the waterbody classification of the Oswego River, it is anticipated that an in-water work restriction will be placed on the project.



13. Based on the understanding that the project is repairing existing infrastructure and will constitute an in-kind replacement, it is anticipated that the project will meet classification of a Type II Action under the State Environmental Quality Review Act (SEQRA), 6 NYCRR Part 617. It is assumed that Oswego County, as the entity undertaking the project, will concur with this determination. Regardless, Part 1 of a Short Environmental Assessment Form (SEAF) will be completed and included in the JAP for NYSDEC review and processing. To support completion of this Part 1 SEAF, B&L will complete a consultation submission to the State Historic Preservation Office (SHPO) through their Cultural Resource Information System (CRIS) to evaluate the potential impacts from the project on historic, Cultural, and archaeological resources that may be in the project area. Protected species records from the NYSDEC's Environmental Resource Mapper and Natural Heritage Program, as necessary, and the U.S. Fish and Wildlife Service's (USFWS) Information, Planning and Consultation (IPaC) program will also be obtained in support of the NYSDEC's SEQR and permit issuance. Protected species records will be included in the JAP package.

It is assumed that the SHPO will issue a No Effect for the project and will not require additional studies or investigations to arrive at this conclusion. It is assumed that no detailed habitat or species presence/absence surveys will be required by state or federal agencies.

14. Participate in one (1) design review meeting with designated County staff to review the 65-percent Design Documents. It is anticipated that the discussions and comments generated from this meeting will formulate the subsequent final design effort.
15. Develop the final Contract Documents incorporating the comments received from the County's review of the progress submission. The Contract Documents will be utilized for the purpose of soliciting competitive bids by the County from prospective Contractors for this project. The Documents will include design drawings, our standard Information for Bidders, General Conditions and General Provisions, and Prevailing Wage Rate Schedule for a single lump sum contract. The final Contract Documents will be stamped by a New York State registered Professional Engineer.
16. Prepare the final Contract Documents and Technical Specifications as the Bid Documents for public bidding by contractors using New York State prevailing wage rates and to facilitate construction contract administration.

#### **Bidding & Construction Contract Administration Phase**

1. Prepare Advertisements of Bids for publication by the County in the County's official newspaper.
2. Provide electronic distribution of the Bid Documents to prospective bidders.
3. Assist Oswego County with answering bidder's questions and issue an addendum (if required) during the competitive bidding of the project.
4. Attend a pre-bid conference at the project site with the County and potential bidders to answer questions and identify items of clarification by addenda that may be required.
5. Review and evaluation of the bids received and submit a recommendation to the County for award of the contract.
6. Assemble conformed contract documents for the contract, prepare a Notice to Proceed and prepare for contract signing with the County and the contractor.

7. Schedule and attend a preconstruction meeting with the County and the Contractor at the Energy Recovery Facility, to review the provisions of the Contract as well as the General Conditions and General Requirements for the project. B&L will notate and distribute pre-construction meeting minutes.
8. Provide general administration of the construction contracts to safeguard the interests of the County, provide clarifications to RFI's, coordinate changes in the work as they may occur, ensure that the intent of the Contract Documents is maintained and oversee the general conformance of the project with the Contract Documents.
9. Review Contractor shop drawings, submittals and field-test reports for compliance with the Contract Documents. A maximum of two (2) reviews of any one shop drawing is included.
10. Review and monitor Contractor's project schedule throughout the project and endeavor to ensure that the Contractor is engaged in their work activities to adhere to their established project schedule.
11. Conduct monthly job meetings at the project site during the physical installation of the work to observe the progression of the contractor and review the work for conformance with the Contract Documents. A total of four (4) job meetings is anticipated.
12. Review Contractor payment applications for correctness in relation to the associated completed work and make recommendation to the County for payment.
13. Provide up to a total of twenty (20) hours of on-site construction representation. B&L's on-site representative will prepare a report for each day in which observation of the work in progress is conducted. Further, B&L will report if observed work product is found to be deficient or incorrect. The on-site construction representation proposed herein is not full-time inspection of the Contractor's work, and is not intended to be an exhaustive inspection of every detail of the work progressed by the Contractor.
14. Conduct a punch-list inspection of the work following substantial completion of the Contractor's work. It is assumed that this will include the provision of underwater video documentation of the completed work and review of that documentation to identify and remaining work items or deficient items that require correction action or replacement.

#### **Technical Assumptions**

1. This proposal is based on the assumption that any changes resulting from each of the review submission milestones will not require the wholesale redesign of previously completed engineering work. In the event that significant changes become necessary during the design process, B&L will notify the County to negotiate an appropriate adjustment in fee at that time.
2. A contract period of five (5) months with one (1) month of actual construction activities is anticipated for this project. On this basis, a total of four (4) monthly job meetings/site visits is included.
3. The proposed on-site construction representation is **not** full-time inspection of the Contractor's work and is not intended to be an exhaustive inspection of every detail of the work progressed by each Contractor. For the purpose of this scope, B&L has included an average of 8 hours of on-site inspection time per week for the 4 week installation period. Based on the Contractor's performance, should additional on-site inspection effort be necessary for the project, B&L will provide the County with a supplemental proposal prior to performing any inspection beyond the time included herein.



### Fee Proposal

Barton & Loguidice, D.P.C. proposes to provide the Scope of Engineering Services described herein for the following time and expense fees, including normal reimbursable expenses (such as printing, mileage, and postage).

Construction Document and Bidding Phase:	\$42,000
Bidding & Construction Contract Administration Phase:	<u>\$14,500</u>
Total	<b>\$56,500</b>

If additional services, such as requests for additional information, additional meetings, etc., are requested and authorized, they will be billed at our Billing Rate Schedule in effect at the time services are rendered.

We trust this proposal is acceptable to you, if so, please indicate your concurrence below and return one executed copy to our office.

Thank you for considering Barton & Loguidice, D.P.C. for this project. We invite your comments regarding any portion of this Engineering Services Proposal and look forward to providing this service to Oswego County Department of Solid Waste.

Please contact me if you have any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Dean G. Mason'.

Dean G. Mason, P.E.  
Vice President

MCF/jms

Attachment

### Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Oswego County ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

**STANDARD TERMS AND CONDITIONS**  
**for**  
**PROFESSIONAL CONSULTANT SERVICES**  
**provided by**  
**BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

**2.0 General Considerations**

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**4.0 Additional Services**

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

**5.0 Dispute Resolution**

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

**7.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the project is located.

**8.0 Successors, Assigns, and Beneficiaries**

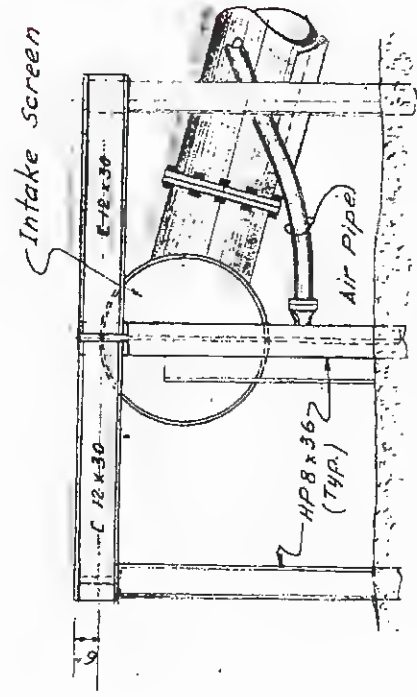
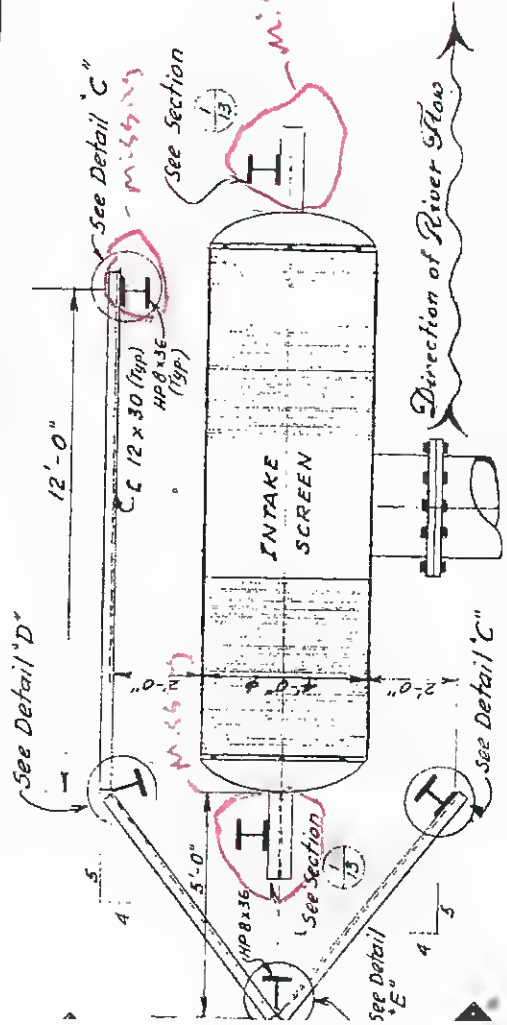
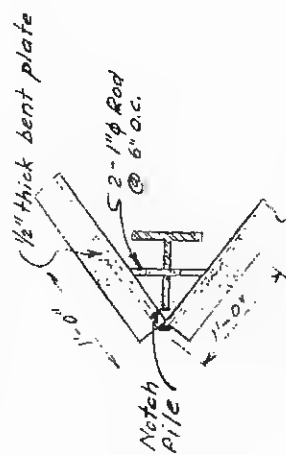
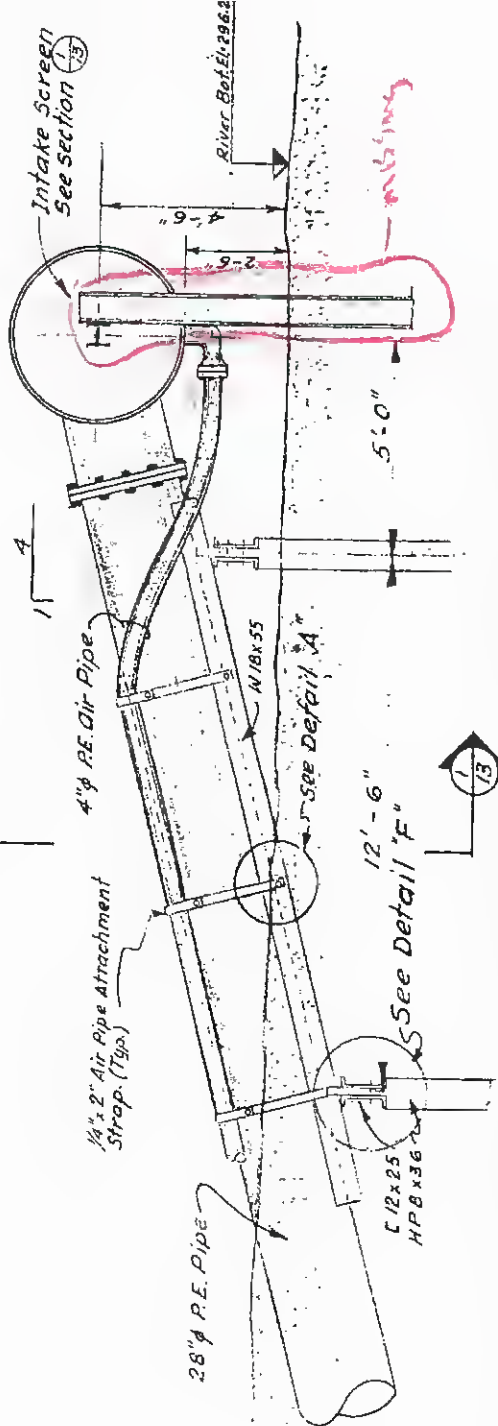
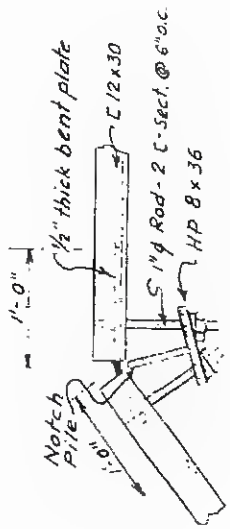
Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

**9.0 Termination**

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**10.0 Total Agreement/Severability**

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



OSWEGO COUNTY ENERGY RECOVERY FACILITY  
VOLNEY, NEW YORK  
CONTRACT NO. 2A

Sheet Number

13



**RESOLUTION NO. 299**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION AT THE OSWEGO  
COUNTY AIRPORT TO INCREASE THE GAS AND OIL BUDGET LINE TO  
PURCHASE AVIATION GAS FOR RESALE**

By Legislator Paul House:

WHEREAS, it is necessary to increase the Gas & Oil budget line to purchase Aviation Gasoline for resale at the Oswego County Airport; and

WHEREAS, the funds, \$30,000, can be moved from the Airport Sales of Supplies revenue account, D5610.417760, and placed in Gas & Oil, D5610.544200; and

WHEREAS, a Resolution is both necessary and desirable to fund this purchase to maintain revenue streams; and

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee, with the approval of the Finance and Personnel Committee; be it now

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 SEPTEMBER 11, 2023:**  
**YES: 18    NO: 2    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 299 of 2023**

D5610 544200  
D5610 417760

\$30,000.00  
(\$30,000.00)



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

DATE: August 18, 2023

SUBJECT: Budget Modification

PURPOSE: Budget Modification to pay for expenses in Gas & Oil

SUMMARY: The Airport will need to purchase one more load of AvGas for resale to aircraft for 2023. There is not currently enough funds in this account for this purchase. The funds will be taken from the revenue account associated with the resale of this fuel.

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

5-7-23

DEPARTMENT HEAD	DATE
-----------------	------

5723

DATE \_\_\_\_\_

COUNTY ADMINISTRATOR \_\_\_\_\_

COUNTY ADMINISTRATOR	DATE
<i>Ed E. Brown</i>	9-7-23

*DIRECTOR OF HUMAN RESOURCES	DATE
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DATE	CHAIRPERSON	DATE
9-7-2	Ed E. Brown	

CHAIRPERSON	DATE
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**\*If Personnel Services are impacted**

COUNTY TREASURER



**RESOLUTION NO. 300**

**RESOLUTION AUTHORIZING THE CHAIR OF THE LEGISLATURE TO ENTER  
INTO AN AGREEMENT WITH FIELDTURF USA, INC. CONCERNING TURF  
REPLACEMENT AT LEGENDS FIELDS**

By Legislator Paul House:

WHEREAS, Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government and purchasing cooperative has, heretofore, solicited bids for installation of artificial turf under a cooperative purchasing basis (Sourcewell Contract# 031622-FTU) and awarded same to FieldTurf USA, Inc.; and

WHEREAS, the county is desirous of installing artificial turf upon the fields at the Legends Complex; and

WHEREAS, FieldTurf USA, Inc. possesses the requisite product and expertise and is willing to undertake same on certain terms and conditions outlined in the annexed Cooperative Pricing Proposal; and

WHEREAS, a resolution is required; and

NOW, upon recommendation of the Infrastructure and Facilities Committee of this body; it is hereby

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute into an agreement in acceptable form to the County Attorney and Director of Purchasing with FieldTurf USA, Inc. under the above-referenced Sourcewell Contract and pursuant to the annexed Cooperative Pricing Proposal.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:  
YES: 18    NO: 2    ABSENT: 5    ABSTAIN: 0**



**COUNTY OF OSWEGO**  
**COMMUNITY DEVELOPMENT, TOURISM & PLANNING**

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County Office Building • 46 East Bridge Street • Oswego, NY 13126  
Phone 315-349-8235 Fax 315-349-8237

**TO:** Oswego County Legislators  
**FROM:** Tim Stahl, Director Community Development, Tourism & Planning  
**DATE:** September 11, 2023  
**RE:** Legends Field Repair and Upgrades Contract

**SUBJECT:** Award of Contract to FieldTurf USA, Inc.

**BACKGROUND:**

Oswego County owns Legends Field, a softball complex located on Churchill Road in Oswego. In recent years, the complex has been successfully managed by a tournament promoter, increasing the property's usage and economic impact to the county and local businesses. With certain repairs and enhancements and a marketing campaign, the complex has the potential to become a premier tournament site in the northeast. The advent of Micron makes the development of this softball complex a unique economic development and youth recreation opportunity.

The repairs and enhancements include improved drainage, paving and installation of artificial turf on the infields. Through a Sourcewell contract we are able to directly contract with FieldTurf USA, Inc. to perform the needed upgrades within our budget of \$2,000,000.00. They will also be able to perform the work during this offseason and will have the fields ready for use by April 1, 2024 and in time to not disrupt the tournament baseball season. This will greatly minimize the affect on our annual bed tax revenue and allow for an even longer tournament season.

The expectation is that this will allow for an extension from the current, 9-10 tournaments a year to an expected 15-20 tournaments.

**FISCAL IMPACT:** Funds were transferred into Capital Project #1322 December 6, 2022.

**RECOMMENDATION:**

Adoption of the attached Resolution authorizing Sourcewell contract be awarded to FieldTurf USA, Inc. in an amount not to exceed \$2,000,000.00

# COOP PRICING PROPOSAL



## Legend Fields Softball

August 23, 2023

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 031622-FTU.

  
Awarded Contract

Click on the following Sourcewell hyperlink for contract due diligence documentation:

[Sourcewell](#)

No.	Description - <b>Artificial Turf Field</b>	Quantity	Units	Unit Price	Total
	<b>Design Services</b>				
1	SCHEMATIC PHASE: Conduct field reconnaissance to verify site scope. Attend working meeting(s) to review approved scope of work with Owner and Contractor representatives and present possible design options to be explored in the Design Development Phase.				
2	DESIGN DEVELOPMENT PHASE: Incorporate schematic review comments and refine site systems' designs. Attend working meetings to coordinate with Owner, Contractor, and regulatory agencies. The completion of the DD phase will be about 40% completed Contract Documents.				

# COOP PRICING PROPOSAL



3	CONTRACT DOCUMENTATION PHASE: Prepare Divisions 31, 32 and 33 Technical Specifications, detailed working drawings. Attend coordination meeting(s) with Owner and Contractor.				
4	COORDINATION: Coordinate site improvements, as necessary, with other agencies for approvals and permit compliance.				
5	CONSTRUCTION CONTRACT ADMINISTRATION PHASE: Provide a maximum of twenty (20) site observation visits with written reports. This includes the pre-construction and punch list visits. For site related work: Prepare job drawings, review submittals and contractors' payment requisitions.				
6	STORMWATER POLLUTION PREVENTION: The project site will have over 1 acre in site disturbance and shall require a NYSDEC SPDES Permit (State Pollutant Discharge Elimination System) for Storm Discharge from Construction Activities. Requirements will include a Stormwater Pollution Prevention Plan (SWPPP) and Report. This work is required by the EPA and NYSDEC. Services include: Prepare Stormwater Pollution Prevention Plan Report (for General Permit # GP-0-20-001). Prepare Notice of Intent (NOI) on behalf of the Owner. Prepare related stormwater calculations and watershed analysis for treatment of water quantity, quality, run-off reduction measures, as well as erosion control measures to be implemented during construction for the site. Conducting and preparing twenty (20) on-site inspection reports that certify the appropriate erosion and sediment controls are being implemented is required to be completed once per week. Any additional SWPPP Inspections required shall be provided per diem (see alternates section).				
	<b>Subtotal Design Services</b>	<b>1</b>	<b>LS</b>	<b>\$101,250.00</b>	<b>\$101,250.00</b>
	<b>Site Work</b>				
7	Mobilize to site, perform site localization and layout from supplied cad file.				
8	Provide site removals as shown.				

# COOP PRICING PROPOSAL



9	Provide site earthwork and stone drainage blanket.				
10	Install subsurface drainage as shown.				
11	Provide concrete curb – turf edge.				
12	Provide ground anchors for bases. Bases supplied by others.				
13	Provided concrete walk at the outlets.				
14	Provide restoration of sodded lawn inside the fenced areas and seeded lawn @ exterior.				
15	Restoration of pavements as required at storm lines.				
	<b>Subtotal Site Work</b>	<b>1</b>	<b>LS</b>	<b>\$1,202,988.62</b>	<b>\$1,202,988.62</b>
	<b>Installation of New Artificial Turf Field</b>				
16	Furnish and Install XT-50 (6 Fields ~16,000 SF each)				
17	Field 1	16,000	SF	\$6.94	\$111,034.12
18	Field 2	16,000	SF	\$6.94	\$111,034.12
19	Field 3	16,000	SF	\$6.94	\$111,034.12
20	Field 4	16,000	SF	\$6.94	\$111,034.12
21	Field 5	16,000	SF	\$6.94	\$111,034.12
22	Field 6	16,000	SF	\$6.94	\$111,034.12
23	Inlaid Softball Lines	6	EA	INCLUDED	INCLUDED
24	Maintenance Training After Installation	1	LS	INCLUDED	INCLUDED
25	Warranty: 5 Year Manufacturer's Insured (2 Year warranty on high wear areas)	1	LS	INCLUDED	INCLUDED
	<b>Subtotal Synthetic Turf</b>				<b>\$666,204.73</b>
	<b>Subtotal Project</b>				<b>\$1,970,443.35</b>
26	Performance & Payment Bonds	1	LS	\$29,556.65	\$29,556.65
	<b>Total Project</b>				<b>\$2,000,000.00</b>
	<b>ALTERNATES</b>				
1A	Any additional SWPPP visits beyond what is included above in the general scope will be provided on a per diem basis at \$450/week.	\$450.00	WK		

\*Prevailing Wages Included\*



# COOP PRICING PROPOSAL



## PRICE DOES NOT INCLUDE:

- a) Architectural and Structural Design.
- b) Utility Design (Water rpz, electrical, site lighting, sports lighting, fiber optic, gas, or fuel)
- c) Survey and subsurface investigation.
- d) Environment assessment and impact statements.
- e) ADA access to the updated infields.
- f) The supply, replacement, installation and/or modification of the field edging.
- g) Any costs associated with necessary changes relating to the delineation of the field.
- h) Unless otherwise specified, the price does not include any G-max testing.
- i) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- j) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- k) Site security.
- l) Silt fencing.
- m) Any fencing or netting work not included in inclusions
- n) Boring for utilities.
- o) Any electrical work not specified in inclusions
- p) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- q) Asphalt paving.
- r) Concrete or concrete work not included in inclusions
- s) Track surfacing, unless otherwise specified.
- t) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.
- u) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- v) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- w) Site restoration, landscaping or grow-in.
- x) Permit fees, Inspection fees not noted in inclusions
- y) All applicable taxes, union labor and other labor law levies.
- z) Anything not explicitly noted in the inclusions.

## PROVISIONS:

- a) INDEPENDENT CONSULTANT: AOLA is an independent consultant, responsible for the methods and means used in performing his services under this Agreement. AOLA is not a joint

# COOP PRICING PROPOSAL



venturer with the Owner, Contractor, or any other consultant or party working with the Owner on this project. Utilities Design (Water r pz, electrical, site lighting, sports lighting, fiber optic, gas, or fuel)

- b) **HAZARDOUS MATERIALS:** FieldTurf/AOLA shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Environment assessment and impact statements.

*The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding*

**Please feel free to reach out to any member of our project team with questions about our offer:**

**Jack Price**

Project Manager

(443) 377-2603

[Jack.Price@FieldTurf.com](mailto:Jack.Price@FieldTurf.com)

**Chris White**

Chenango Contracting, Inc.

(607) 729-5800

[Cwhite@chenangocontracting.com](mailto:Cwhite@chenangocontracting.com)

# COOP PRICING PROPOSAL



Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:

  
Marie-Christine Raymond,  
Vice President of Customer Operations  
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to  
FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please  
contact Eric Fisher at: [Eric.Fisher@smartbuycooperative.com](mailto:Eric.Fisher@smartbuycooperative.com).





# COOP PRICING PROPOSAL



## CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 301

RESOLUTION ESTABLISHING CAPITAL PROJECT #1423 – PARKING LOTS

By Legislator Paul House:

WHEREAS, the County has identified the need for resurfacing the Legends Field parking lot and the creation of new parking areas for a kayak launch and the Department of Social Services (DSS); and

WHEREAS, the Legends Field and launch parking lots are a local cost not reimbursable by Consolidated Highway Improvement Program (CHIPS) funds, and the DSS project is eligible for amortized reimbursement; and

WHEREAS, sufficient funds exist in unappropriated fund balance to pay for these projects.

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$725,000 from Unappropriated Fund Balance to Capital Project No. 1423 – Design and Construction for Parking Lots as shown on the attached budget modification and that the project is hereby authorized for the maximum expenditure as indicated below:

<u>Capital Project #1423</u>	<u>Total Authorization</u>
Design and Construction of Parking Lots	\$725,000

ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:  
YES: 18    NO: 2    ABSENT: 5    ABSTAIN: 0

Authorized Budget Modification	Res. 301 of 2023
H 529000	\$725,000.00
H 450310 1423	(\$725,000.00)
A9901 599014	\$725,000.00
A 159900	(\$725,000.00)



## 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: Oswego County Legislature**  
**From: Philip Church, County Administrator**  
**Date: August 31, 2023**  
**Re: Capital Project Parking Lots**

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### INFORMATIONAL MEMORANDUM

**SUBJECT:** Capital project for design and construction of parking lots.

**BACKGROUND:** The County has identified the need to resurface the Legends Field parking lot and construct parking areas for a kayak launch and the Department of Social Services.

**Legends:** The existing parking lot at Legends Field is in extreme disrepair with areas of heavily cracked and missing pavement, and faded striping. The condition presents a safety hazard for patrons visiting the fields for games and tournaments. The facility receives high praise from users, but the parking lot's condition is a persistent complaint and concern. With the County's current investment in the fields that will double the useful season of the facility, it is imperative that the parking lot be repaired for reasons of safety, access for the disabled, and to attract the economic benefits resulting from maintaining a facility that teams from around the northeast want to utilize for tournaments. Estimated cost is \$240,000.

**Kayak Launch:** The kayak launch planned for county property adjacent to the DMV will be the only public access point to the Oswego River and will require an access drive and small parking area. Estimated cost is \$55,000.



**DSS:** By Resolution 265 of 2019 the County acquired of properties adjacent to the DSS building in Mexico for the purpose of expanding parking for the office complex. The existing lot no longer provided enough parking space, resulting in employees and clients parking on village streets or circling the lot until a space opened up, creating issues of safety and loss of productivity. The project was delayed during the pandemic years, but the overcrowding issues have returned. To prepare the site two houses have been demolished on the properties. An estimated 72 additional parking spaces will be created. Estimated cost is \$430,000, which is eligible for 64% amortized reimbursement.

**FISCAL IMPACT:** Utilization of \$725,000 of unappropriated fund balance.

**RECOMMENDATION:** Authorization of this capital project.

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
H	529000	XXXX				Establish CP# 1423 - Parking Lots	725,000.00
			H	450310	1423	CP#1423 Interfund Transfer	(725,000.00)
A9901	599014					Interfund Transfer	725,000.00
			A	159900		Appropriated Fund Balance	(725,000.00)
						This project to be established with Unappropriated Funds	

<input checked="" type="checkbox"/>		COUNTY ADMINISTRATOR		CHAIRPERSON
		DATE	9-7-23	DATE

COUNTY TREASURER	DATE
------------------	------

**\*If Personnel Services are impacted**

**RESOLUTION NO. 302**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT  
BETWEEN OSWEGO COUNTY TREASURER'S OFFICE AND THREE+ONE  
INVESTMENT SERVICES TO PROVIDE PROPRIETARY REPORTS AND DATA  
RELATED SERVICES**

By Legislator Laurie Mangano:

WHEREAS, Oswego County has been continuing to improve their investment position; and

WHEREAS, three+one investment services will provide proprietary reports and data that can be used internally – and externally – to achieve higher income on low and non-performing operating dollars while adhering to Oswego County's specific legal, safety, and liquidity requirements; and

WHEREAS, utilizing these products will identify and quantify the time horizon and value of all Oswego County operating capital, which can be used to achieve new sources of income through our financial institutions; and

WHEREAS, three+one is a single source that uses a proprietary cash flow and liquidity modeling for its recommendations. The liquidity monitoring and reporting fee will be billed quarterly at \$250/million dollars of calculated strategic liquidity from the County's initial report (December 2019). Three+one reserves the right to increase the fee by the CPI Adjustment on the agreement anniversary date; and

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

RESOLVED, that the Oswego County Treasurer be, and hereby is, authorized and directed to execute a contract, on behalf of Oswego County, with three+one for the provision of the above-described services.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

# Oswego County Treasurer's Office

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Kevin L. Gardner, *Treasurer*  
Brian Twiss, *Deputy Treasurer*

County Building  
46 East Bridge Street  
Oswego, New York 13126  
Phone: (315) 349-8393  
Fax: (315) 349-8255

## Informational Memorandum

- Subject:** Three+one to review current Oswego County investment practices and identify opportunities for income growth.
- Background:** The purpose of three+one cashVest service is to provide proprietary reports and data that can be used internally – and externally- to achieve higher income on our low-and non-performing operating dollars while adhering to our specific legal, safety, and liquidity requirements.
- Information received:** Initial and quarterly reports will focus on:
- Liquidity data that pinpoints the time -value of our cash
  - A comparison between our current rates and the value of our cash in the marketplace.
  - Clearly defined next steps and recommendations to secure higher rates and new sources of income on our low-and non performing dollars.
  - A complete review of our Investment policy Statement (IPS).
  - An on-site interview with key staff members in order to understand all internal needs.
- Fiscal Impact:** A .000250 quarterly liquidity and reporting fee applies to the County's investment opportunity identified through three+one's initial report (December 2019). This amounts to \$250/ million dollars of calculated strategic liquidity from the initial report billed quarterly. three+one reserves the right to increase the fee by the CPI Adjustment on the agreement anniversary date.
- Recommendation:** Approve



**RESOLUTION NO. 303**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO TRANSFER FUNDS FROM THE HEALTH DEPARTMENT TO HUMAN RESOURCES DEPARTMENT FOR THE SAFETY DATA SHEET SYSTEM PROGRAM**

By Legislator Laurie Mangano:

WHEREAS, the Department of Human Resources took over the responsibility of the required maintenance of the Safety Data Sheet System program from the Health Department; and

WHEREAS, a budget modification transferring funds from Health Department, A4010 & A4035, Personal Services accounts, to Human Resources Department, A1430, Personal Services Account is necessary to cover cost of services contracted for the Safety Data Sheet System program; and

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

RESOLVED, that the County Treasurer is authorized to transfer the funds, \$4,100 from Other Fees & Services A4010-543800 and \$437.32 from Repairs & Maintenance Equipment A4035-542200, to Other Fees & Services A1430-543800, 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 SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

Authorized Budget Modification

Res. 303 of 2023

A1460 543800  
A4010 543800  
A4035 542200

\$4,537.32  
(\$4,100.00)  
(\$437.32)



## OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

Julie A. Bell  
Director of Human Resources

COUNTY BUILDING  
46 EAST BRIDGE STREET  
OSWEGO, NEW YORK 13126  
(315) 349-8209 • Fax: (315) 349-8254  
[www.oswegocounty.com](http://www.oswegocounty.com)

### INFORMATIONAL MEMORANDUM

**Subject:** Budget modification to transfer funds from Health Department, 4010 & 4035, Personal Services accounts, to Human Resources Department, 1430, Personal Services account.

**Purpose:** To transfer \$4,100 from account A4010-543800 (Other Fees & Services) & \$437.32 from account A4035-542200 (Repairs & Maint Equip) to account A1430-543800 (Other Fees & Services).

**Summary:** The Department of Human Resources took over the responsibility of the required maintenance of the Safety Data Sheet System program from the Health Department. Transfer is requested to cover cost of services contracted.

**Recommended Action:** Request approval by the Finance and Personnel Committee to authorize this budget modification.



**Fiscal Impact:** No additional funds are requested.



**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

[illegible]

Jurzel	9-7-23
DEPARTMENT HEAD	DATE
Jurzel	9-7-23
*DIRECTOR OF HUMAN RESOURCES	DATE

	
COUNTY ADMINISTRATOR	CHAIRPERSON
DATE	DATE
9/7/23	9/7/23

**\*If Personnel Services are impacted**

COUNTY TREASURER	DATE
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**RESOLUTION NO. 304**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FROM  
GENERAL FUND BALANCE TO THE OSWEGO COUNTY HUMAN RESOURCES  
DEPARTMENT TO PAY BACK NYS HEALTHCARE WORKER BONUS PAY**

By Legislator Laurie Mangano:

WHEREAS, New York State provided funds to eligible County employees to receive a stipend through the Health Care Worker Bonus Program; and

WHEREAS, a budget modification transferring funds from General Fund Balance to Human Resources Department, 1430, Personal Services Account is necessary to cover the overpayments received by the County in order to pay back New York State; and

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

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds, \$6,459, from General Fund Balance A-159900 to Other Fees & Services A1430-543800; 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 SEPTEMBER 11, 2023:**  
**YES: 19    NO: 1    ABSENT: 5    ABSTAIN: 0**

LEGISLATURE  
COUNTY  
OSWEGO

**Authorized Budget Modification**

**Res. 304 of 2023**

**A1430 543800  
A 159900**

**\$6,459.00  
(\$6,459.00)**



## OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

Julie A. Bell  
Director of Human Resources

COUNTY BUILDING  
46 EAST BRIDGE STREET  
OSWEGO, NEW YORK 13126  
(315) 349-8209 • Fax: (315) 349-8254  
[www.oswegocounty.com](http://www.oswegocounty.com)

### INFORMATIONAL MEMORANDUM

**Subject:** Budget modification to transfer funds from General Fund Balance to Human Resources Department, 1430, Personal Services account.

**Purpose:** To transfer \$6,459 from account A-159900 (General Fund Balance) to account A1430-543800 (Other Fees & Services).

**Summary:** Transfer is requested to pay back New York State for Healthcare Worker Bonus Pay that was received and never paid out due to employees separation of employment with the County.

**Recommended Action:** Request approval by the Finance and Personnel Committee to authorize this budget modification.

**Fiscal Impact:** No additional funds are requested.

**COUNTY OF OSWEGO**

ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A1430	543800					Other Fees and Services	6,459.00
			A	159900		Appropriated Fund Balance	(6,459.00)
						To increase Other Fees & Services line using	
						Unappropriated Funds	

Over

DATE 9/17/23

COUNTY ADMINISTRATOR  
Laura Maryland

CHAIRPERSON	DATE

**COUNTY TREASURER**

DATE \_\_\_\_\_

**RESOLUTION NO. 305**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION TO TRANSFER FUNDS FROM REPRODUCTION EXPENSE TO ADDITIONAL HOURS EXPENSE**

By Legislator Laurie Mangano:

WHEREAS, the Purchasing Director has identified the need to add five additional payroll hours per week to manage the increased workload in the purchasing department; and

NOW, upon the recommendation 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 as shown on the attached budget modification request.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 305 of 2023**

**A1345 542500**

**(\$2,000.00)**

**A1345 514300**

**\$2,000.00**



## 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](mailto:Holly.Carpenter@oswegocounty.com)

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**Holly F. Carpenter**  
Purchasing Director

**Cheyenne Kurtz**  
Assistant Buyer

**Jennifer Kline**  
Buyer

**TO:** Phil Church  
**FROM:** Holly F. Carpenter  
**DATE:** September 7, 2023  
**RE:** Budget Modification

**SUBJECT:** Budget Modification to move funds from account A1345-542500 Reproduction Expense to account A1345-514300 Additional Hours.

**PURPOSE:** To manage the increased workload in the purchasing department.

**SUMMARY:** The addition of five (5) hours a week will help our department manage our increased workload.

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

Lucy F. Carpenter 8/31/23

Department Head Date 9-2-23

Director of Human Resource Date

Druck

County Administrator  
*Adrian M. [Signature]*

Chairperson

County Treasurer

DATE \_\_\_\_\_

**RESOLUTION NO. 306**

**RESOLUTION AUTHORIZING THE AMENDMENT OF GRADES IN THE  
MANAGEMENT COMPENSATION PLAN FOR ATTORNEY TITLES**

By Legislator Laurie Mangano:

WHEREAS, the County has identified a critical need to modify the grades and salaries of attorney positions in several departments due to severe retention and recruitment issues; and

WHEREAS, positions for Assistant County Attorney, Assistant District Attorney, Assistant Public Defender, Social Services Attorney, Support Attorney, Senior Assistant District Attorney, Senior Assistant Public Defender, Senior Social Services Attorney, First Assistant District Attorney, and First Assistant Public Defender are currently listed under Management Compensation Plan Grade 60, Grade 70, and Grade 80, and

WHEREAS, the proposed amendment of grades of these titles within the various offices to make the positions more attractive to potential employees, and to fairly compensate current employees, has been reviewed by the County Administrator and Director of Human Resources; and

WHEREAS, the new salary steps assigned are based on qualifications, experience and duties, and the salaries of future new hires will be based on an objective qualifications and experience point system to create equity going forward.

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

RESOLVED, that positions Assistant County Attorney, Assistant District Attorney, Assistant Public Defender, Social Services Attorney, Support Attorney, Grade 60, be amended to Grade 70, positions Senior Assistant District Attorney, Senior Assistant Public Defender, Senior Social Services Attorney, Grade 70, be amended to Grade 80, and positions First Assistant District Attorney and First Assistant Public Defender, Grade 80, be amended to Grade 90, all within the Management Compensation Plan, and be it further

RESOLVED, stipends established by Resolution 169 of 2022 will end September 17, 2023, and obligations incurred by midnight of that date will be paid; and be it further

RESOLVED, this amendment of grades and attached salary changes shall take effect 9/18/23 and a certified copy of this Resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to make such changes.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**



Last Name	First Name	Title	Salary	Grade	Step
CARRINGTON	CHRISTA	ASSISTANT COUNTY ATTORNEY	\$128,425	SG70	30
GUILE	DELBERT	ASSISTANT COUNTY ATTORNEY	\$105,826	SG70	17
SCHMIDT	LESLEY	ASSISTANT COUNTY ATTORNEY	\$105,826	SG70	17
DATOR	RACHAEL	SUPPORT ATTORNEY	\$105,826	SG 70	17
BELL	MATTHEW	SENIOR ASSISTANT DISTRICT ATTORNEY	\$138,166	SG80	27
VENDITTE	COURTNEY	SENIOR ASSISTANT DISTRICT ATTORNEY	\$115,560	SG80	15
DOYLE	JOSEPH	ASSISTANT DISTRICT ATTORNEY	\$109,025	SG70	19
RAUB	AMANDA	ASSISTANT DISTRICT ATTORNEY	\$96,782	SG70	11
TWICHELL	LAURA	ASSISTANT DISTRICT ATTORNEY	\$107,414	SG70	18
PETZOLDT	CALEB	ASSISTANT DISTRICT ATTORNEY	\$112,320	SG70	21
GENANT	ROBERT	PT ASSIST DISTRICT ATTORNEY	\$62,500	n/a	n/a
MARRAFFA	LAUREN	PT ASSIST DISTRICT ATTORNEY	\$57,000	n/a	n/a
HAVILAND	COURTNEY	PT ASSIST DISTRICT ATTORNEY	\$62,500	n/a	n/a
O'NEILL	ALLISON	SOCIAL SERVICES ATTORNEY	\$110,661	SG70	20
DETTOR	LOUIS	SOCIAL SERVICES ATTORNEY	\$109,025	SG70	19
MARSHALL	MELISSA	SOCIAL SERVICES ATTORNEY	\$87,204	SG70	4
PERRONE	TARYN	SENIOR SOCIAL SERVICES ATTORNEY	\$115,560	SG80	15
WILLIAMS	NICHOLAS	ASSISTANT PUBLIC DEFENDER	\$83,394	SG70	1
ARNOLD	STEPHEN	SENIOR ASSISTANT PUBLIC DEFENDER	\$112,170	SG80	13
SMALLWOOD	DAVID	ASSISTANT PUBLIC DEFENDER	\$101,204	SG70	14

**RESOLUTION NO. 307**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE MANAGEMENT  
COMPENSATION PLAN**

By Legislator Laurie Mangano:

WHEREAS, the County's Management Compensation Plan was amended on January 1, 2023; and

WHEREAS, the County Administrator and Director of Human Resources, with assistance and in consultation from BPAS Actuarial and Pension Services, LLC, the County's health insurance consulting firm; and

WHEREAS, BPAS performed an analysis of health insurance benefits provided to county employees and presented a recommendation of consolidating the County's health/prescription plans to better administer health and prescription benefits provided to those employees covered by the Management Compensation Plan; and

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

NOW, upon 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, effective January 1, 2024, to include the changes as set forth in the attached.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**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.

**RESOLUTION NO. 308**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION TO INCREASE  
OTHER EQUIPMENT FOR FIXED ASSET MONITORING**

By Legislator Laurie Mangano:

WHEREAS, the Purchasing Director has identified the need to purchase equipment in order to restart their fixed asset monitoring system, which is mandated by New York State, with an authorization of \$12,000; and

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

RESOLVED that the County Treasurer is hereby 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 be delivered to the County Treasurer to transfer and make such adjustments.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**

**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 308 of 2023

A1345 526000

\$12,000.00

A 159900

(\$12,000.00)



## 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](mailto:Holly.Carpenter@oswegocounty.com)

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**Holly F. Carpenter**  
Purchasing Director

**Cheyenne Kurtz**  
Assistant Buyer

**Jennifer Kline**  
Buyer

**TO:** Phil Church  
**FROM:** Holly F. Carpenter  
**DATE:** September 7, 2023  
**RE:** Budget Modification

**SUBJECT:** Budget Modification to move funds from the Unappropriated Fund Balance to account A1345-526000 Other Equipment.

**PURPOSE:** To purchase equipment in order to restart our fixed asset monitoring, which is mandated by New York State.

**SUMMARY:** The purchase of this equipment will allow us to print RFID labels and attach them to our fixed assets. Then once a year we will scan the fixed assets during our department inventories.

## COUNTY OF OSWEGO

[illegible]

July - J. Carpenter 8/4/23

DEPARTMENT HEAD

DATE \_\_\_\_\_

DATE 9-7-23

DEPARTMENT HEAD

*[Signature]*

\*DIRECTOR OF HUMAN RESOURCES

DATE \_\_\_\_\_

COUNTY ADMINISTRATOR

DATE \_\_\_\_\_

9/7/23

CHAIRPERSON

DATE /

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

DATE \_\_\_\_\_

**RESOLUTION NO. 309**

**RESOLUTION AUTHORIZING ACCEPTANCE OF ADDITIONAL TIER GRANT  
FUNDING AND ESTABLISHING CAPITAL PROJECT NO. 1523 – CLEAR  
BALLOT VOTING MACHINES**

By Legislator David Holst:

WHEREAS, the County has identified the need to replace our current voting machines due lack of support for both the hardware and software from the manufacturer, and

WHEREAS, New York State Board of Elections has appropriated additional funds to be distributed, and Oswego County has been allocated \$97,921.64, and

WHEREAS, sufficient funds exist in unappropriated fund balance to pay for the remaining cost of the project.

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

RESOLVED, that the treasurer accept these funds to be used to offset the cost of the purchase of the Clear Ballot Voting Machines, and

RESOLVED, that the Treasurer is hereby authorized to transfer \$899,078.36 from Unappropriated Fund Balance to Capital Project No. 1523 – Clear Ballot Voting Machines as shown on the attached budget modification and that the project is hereby authorized for the maximum expenditure as indicated below:

**Capital Project #1523**

**Total Authorization**

**Clear Ballot Voting Machines**

**\$997,000**

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 301 of 2023**

H 529000 1523  
H 430890 1523  
H 450310 1523  
A9901 599014  
A 159900

\$997,000.00  
(\$97,921.64)  
(\$899,078.36)  
\$899,078.36  
(\$899,078.36)





# BOARD OF ELECTIONS

COUNTY OF OSWEGO  
185 EAST SENECA STREET - BOX 9 - OSWEGO, NEW YORK 13126  
FAX (315-349-8357)



Laura Brazak, Commissioner  
315-349-8350

Carol M. Bickford, Commissioner  
315-349-8351

**TO:** Phil Church, Legislator Holst

**FROM:** Board of Elections

**DATE:** 9/7/23

**RE:** Paying for new voting machines

## INFORMATIONAL MEMORANDUM

**SUBJECT:** Moving monies from GL fund to BOE.

**BACKGROUND:** BOE had been working on a capital project. The timeline accelerated and the machines have been certified and delivered. BOE now has an invoice due.

**FISCAL IMPACT:** The money will come from the GL fund and moved to BOE. The contract with Clear Ballot covers the initial purchase price and includes the next 5 years of service and software. Total cost is \$899,078.36 (please see signed contract attached).

**RECOMMENDATION:** The discussion has been ongoing regarding the purchase of new voting machines for quite some time. The constant changes in technology and legislation require that we make the necessary investment in new equipment and implement new procedures to stay in compliance. We urge the committee to authorize moving the funds to pay for this purchase.

•

## CLEAR BALLOT GROUP, INC. ORDER

This Order ("Order") is entered into by and between Oswego County, NY ("Customer") and Clear Ballot Group, Inc. ("Clear Ballot") on the 24 day of August 2023 (the "Execution Date"). This Order is effective, ten days after the date on which copies of the Order has been received by the state board of elections, unless, within such ten day period, such board of elections notifies Customer that this Order does not meet the requirements of the regulations of the state board of elections. This Order is subject to and governed by the terms and conditions of that certain Clear Ballot Master Services Agreement executed by and between the Clear Ballot and ~~Onondaga~~ <sup>Oswego</sup> County, NY on August 24, 2023 (the "Agreement").

Pursuant to Section 2 of the Agreement, all New York State counties and municipalities are permitted to enter into Orders under the Agreement. By executing this Order, Customer shall be added to the Agreement and shall be considered an original party to the Agreement for purposes of this Order (but not for the purposes of any other Order executed by Onondaga County or any other county). Clear Ballot and Customer agree that the terms and conditions of the Agreement, as amended by this Order, apply in all respects to, and are binding upon, Customer and Clear Ballot, and references to "Customer" in the Agreement shall mean Customer for the purposes of this Order.

Capitalized terms used and not otherwise defined in this Order shall have the meaning set forth in the Agreement. Each of Customer and Clear Ballot is referred to in this Agreement individually as a "party", collectively the "parties".

The following exhibits are attached to this Order and are hereby incorporated herein by reference:

EXHIBIT A: Statement of Work ("SOW")

EXHIBIT B: Service Level Agreement ("SLA")

### 1. Product Schedule

Item	Quantity	Unit Cost	Total
<b>Hardware</b>			<b>\$1,057,000.00</b>
ClearCast Go Bundle	50 Units	\$7,000.00	\$350,000.00
Polling Place Bundle (Thermal, Soft)	50 Units	\$14,000.00	\$700,000.00
ClearDesign Server Bundle (Standard)	1 Units	\$7,000.00	\$7,000.00
<b>Licensed Software</b>			<b>\$92,511.00</b>
ClearDesign Software	1 Units	\$92,511.00	\$92,511.00
<b>Professional Services</b>			<b>\$23,100.00</b>
Implementation and Training	1 Units	\$18,000.00	\$18,000.00
Election On-Site Support	3 Units	\$1,700.00	\$5,100.00
<b>Discount</b>			<b>(\$175,891.65)</b>
Customer Loyalty Discount	1 Units	(\$175,891.65)	(\$175,891.65)
<b>PURCHASE PRICE</b>			<b>\$996,719.35</b>

**Scope of Use:** Customer is authorized to use Hardware and Licensed Software identified in the table above to digitally scan, design, mark, print, tabulate, and adjudicate paper ballots, as well as provide tabulation reports.

**Pricing:** Pricing is statewide, uniform pricing

**Designated Jurisdiction:** Oswego County, NY

## **2. Support Services**

The initial purchase price of Clear Ballot Products (which include the voting system and ancillary equipment, as further described herein and in the Agreement) includes 60 months of Support Services, which encompasses technical support, Licensed Software maintenance, and hardware warranty. Parts and service are included as described in this Agreement without additional cost. Shipping is the responsibility of Clear Ballot during this 60 month term. After said 60 months of Support Services, Customer is required to purchase Support Services for each year that it continues to use the Licensed Software and Hardware.

## **3. Optional Onsite Services:**

Clear Ballot shall provide onsite support services, on request and as available. Pricing is subject to change. Optional services, include, but are not limited to:

Service	Cost
Annual Fujitsu Maintenance (after initial 1 Year Term)	\$2,500 per year
Daily Rate for Onsite Support/Services (inclusive of travel and expenses)	\$1,888 per person per day

## **4. Professional Services**

Professional Services are provided in accordance with the SOW attached hereto as Exhibit A.

## **5. Source Code Escrow for Licensed Product**

Clear Ballot shall comply with the source code escrow provisions of the NYS Election Law (Section 7-208) and NYS Election Codes, Rules and Regulations (Section 6209.6(F)(10) and as set forth by the SBOE.

## **6. Waiver of Certain Rights**

Clear Ballot shall comply with NYS Election Law (Section 7-208) as formalized by a waiver document prepared by the state board of elections.

## **7. Delivery Schedule**

Clear Ballot shall prepare and arrange for the shipping of equipment to be in line with the following schedule:

Product	Units	Delivery Date
ClearCast	72	8/24/23
ClearMark	25	8/24/23
ClearCast	26	8/25/23
ClearMark	23	8/25/23
All other equipment	N/A	7/11/23-8/25/23

Any deviations will be communicated and agreed to in writing.

Customer shall be prepared for receipt of delivery and will perform an initial inspection of equipment for any damage incurred during shipment. Customer shall conduct User Acceptance Testing (UAT) within 10 days of receipt.

#### 8. Other

Notwithstanding any other provision herein, Clear Ballot and the Clear Ballot Products described herein shall meet all of the requirements required by 9 NYCRR 6209.9 and applicable provisions of article 7 of the election law.

#### 9. Payment Schedule

As part of this SOW, the Customer agrees to the following payment terms and milestones. Clear Ballot's Customer Success team will work closely with Customer's designated project team to ensure signoff at each phase of this implementation in accordance with this payment schedule.

Description	Payment Amount	Due Date
Milestone #1 – 80% of total	\$797,375.48	Amount due upon delivery
Milestone #2 – 20% of total	\$199,343.87	Amount due upon final acceptance

The parties have reviewed this Order and all exhibits attached hereto and authorize the project to move forward in accordance with the Agreement.

#### CUSTOMER

#### CLEAR BALLOT GROUP, INC.

BY: Peggy Bickford  
Peggy Bickford  
(PRINTED NAME)

Commissioner  
(TITLE)

Aug. 24, 2023  
(DATE)

BY: Laura Brabak  
LAURA BRABAK  
(PRINTED NAME)

Commissioner  
(TITLE)

8/25/23  
(DATE)

## **EXHIBIT A STATEMENT OF WORK**

This Statement of Work (SOW) details the effort necessary for Clear Ballot to install, configure, train, implement and test for productive use, the Clear Ballot Products identified in the Product Schedule set forth in the Order in accordance with the functional and technical requirements as stated herein.

### **1.0 INTRODUCTION**

#### **1.1 Scope of Work**

The scope of work to be delivered is to implement all components of Clear Ballot's ClearVote system identified in Exhibit A, which includes:

- Clear Ballot staff will provide the Hardware and Licensed Software specified in the Order which Customer may use to digitally scan, design, print, tabulate, and adjudicate paper ballots, as well as provide tabulation reports
- Training will be provided to the designated Authorized Users within the Customer's organization. Training will be provided on the setup, operation and maintenance of each component. If project management is expressly provided as part of this SOW, all project tasks, schedules, deliverables, resources and milestones will be identified in the Project Plan.

#### **1.2 Location**

All Clear Ballot Products identified in the Order will be delivered to the named person and address noted below:

Peggy Bickford and Laura Brazak  
Oswego County Board of Elections  
185 E Seneca St #9  
Oswego, NY, 13126

All Hardware will be inspected upon delivery by Clear Ballot Group representatives at the location noted above. All User Acceptance Testing (UAT) of said Hardware will be performed by the Customer at the location noted above within 10 days of installation. Unless stated in writing by Customer, all accepted Hardware will be stored and staged for use at the location noted above. Onsite Training of the Customer's Authorized Users will occur at the location set forth above, or another site designated by Customer within the Designated Jurisdiction. User acceptance includes the following unless otherwise specified:

- Inspection of all equipment for physical damage
- Verifying the completeness of components against documentation and product schedule
- Powering on of equipment
- Evaluating proper function of software and system

### **2.0 ROLE BASED TRAINING**

Role based training, including training materials, will be provided "just-in-time" to the Customer's Authorized Users assigned to use the Clear Ballot Products. Onsite instructor-led and hands-on training will be provided initially. Training classes will include practical lab assignments and other hands-on exercises for optimal learning and retention. Subsequent remote instructor-led training is available for refresh training. Online videos will be made available for 24x7 access and self-learning. All training

includes an overview of the Licensed Software, hands-on exercises, best practices and quick start guides that can be referenced following training.

COURSE NAME	ESTIMATED DURATION	MAX # OF ATTENDEES	OBJECTIVE
ClearDesign	3 days	10	Learn how to import data from your voter registration system then design ballots. Produce ballots in different languages, for different Voter Groups, District Categories, Districts and Precinct/Splits. Best practices including how to backup and restore your election data.
ClearAccess	4 hours	10	Learn how to setup and prepare ClearAccess voting station for a voter to use, how to use the different interfaces, printing marked ballots and printing blank ballots on request.
ClearCount	3 days	10	Learn how to use ClearCount to administrate your election securely. Use Target Cards to scan batches of ballots then produce scanner and Precinct reports. Best practices including how to backup election and ballot images and restore election and ballot images.
ClearCast	4 hours	10	Learn how to unpack and setup ClearCast units at voting centers. Learn how to open the election on the unit, how to verify zero count initially, scan ballots and close the election at day's end. Best practices including how to backup and restore election and ballot images plus how to aggregate data from all units to a central count location following the election.

All training will be completed in-person for the first audit and will be repeated remotely upon request of the Customer thereafter. Additional on-site training may be requested for a fee.

### 3.0 PROJECT TEAM RESPONSIBILITIES

The successful completion of this project requires teamwork and collaboration between Clear Ballot and Customer. High level project responsibilities are broken down as follows. A more detailed project plan will be developed and continually updated and will include more detailed tasks and ownership.

#### 3.1 Clear Ballot Group and Jurisdiction Mutual Responsibilities:

- At Project Initiation:
  - Agree on project plan
  - Identify Stakeholders and agree on communication plan
- Assignment of project tasks and responsibilities to their respective project team members
- Participation in project meetings, as necessary

#### 3.2 Clear Ballot Responsibilities:

- Ensure location of usage (e.g. polling places), as communicated by the Customer, is compatible with the environmental conditions for proper operation of the Clear Ballot products

- Procure and ship all Hardware and Licensed Software per Product Schedule set forth in the Order
- Ensure transportation and storage is in accordance with documentation until User Acceptance testing is completed
- Clear Ballot Project Manager will:
  - Be the first point of contact for the Customer for the duration of the project
  - Develop, maintain, and distribute the project plan and schedule based on project definition
  - Lead recurring project team meetings
  - Develop the communication plan and provide status reports to Customer
  - Manage issue tracking, risk mitigation and resolution
  - Manage scope to remain within Master Service Agreement parameters
  - Manage Change Control Log
  - Drive the project to a successful close
  - Deliver and review payment invoices
- Install and configure all Hardware and Licensed Software set forth in the Order onsite
- Stage Clear Ballot Products set forth in the Order for Customer acceptance testing.
- Deliver all product documentation which includes, but is not limited to, proper equipment maintenance and use, defect resolution, system architecture, and technical specifications which will meet the requirements of NYS Election Codes, Rules and Regulations 6209.9a2.
- Provide role-based user training to Customer's Authorized Users
- Provide 2 days of onsite support for the customer's first election using ClearVote. Subsequent elections can be supported onsite by Clear Ballot Group at additional cost to the Jurisdiction.
- In accordance with Section 7 of the Agreement, Clear Ballot acknowledges that no audits shall occur when the Customer is canvassing or certifying results from a general, special or primary election. No audits shall occur if there are court orders directing the impoundment of ballots.

### **3.3 Customer Responsibilities:**

- Ensure location of usage (e.g. polling places) are compatible with the environmental conditions for proper operation of the Clear Ballot products as detailed within the documentation provided by Clear Ballot
- Assign appropriate personnel required
- Provide Clear Ballot Group with:
  - Customer and State election calendars
  - Sample ballots from recent elections
  - Detailed information on existing election processes and workflows as input to gap analysis
  - All required election data imports from the State or Customer voter registration database
  - Third-party system functional and technical specifications, if integration with ClearVote is required
  - Reporting requirements

Perform acceptance testing on Clear Ballot Products set forth in the Order and handle storage and transportation thereafter, in accordance with the Clear Ballot documentation.



**Hardware Repairs**

Requests for hardware repairs or maintenance, included within this contract, can be initiated via telephone or email, sent to either the Customer's CSM or the Helpdesk. All repair requests and activity will be initiated and tracked by the CBG Customer Success Team. To provide customers with the highest level of quality service and response, CBG may engage the service teams of each Original Equipment Manufacturer ("OEM") to perform repairs, where applicable, in accordance with Customer's existing warranty program. Repairs for products may be performed at the customer's site or at a remote location. Clear Ballot will respond to your request, within the appropriate Service Level response time, with an initial telephone inquiry to provide basic problem-solving techniques and to gain specifics on the nature of the issue. After determination of a need for onsite service during this telephone inquiry, each service unit will respond onsite within 24 hours to facilitate repairs to your equipment. If the time for resolving problems or defects is insufficient to allow for adequate resolution prior to use in an election, an alternate machine or unit shall be provided by Clear Ballot, and such machine or unit shall be subjected to normal acceptance testing requirements. The Customer shall be responsible for allowing for technician visits at its facility in accordance with the customers warranty. For standard repair service on ClearCast, ClearAccess, and ClearMark units, customers will be required to maintain original packaging for the units in the quantity not to exceed 5% or your original Order. Customers will repackage the ClearCast, ClearAccess, or ClearMark unit in the original packing and a pickup order will be issued for pickup of the unit(s) and return to the factory for repairs. Upon completion of the repairs, the factory will return ship the unit(s) to the originating address. Hardware returns may be made to Clear Ballot prior to acceptance of the hardware for any reason. A 15% restocking fee may apply.

**Software Upgrades**

As part of this SLA, CBG will make certified software upgrades available to all customers of record for use at their discretion. As determined by each Customer's protocols for installing software, the software may be provided directly to the Customer for installation or a request to the Voting System Testing Laboratory ("VSTL") may be initiated by CBG for a release of a trusted build copy of the software from the lab directly to the customer. Additionally, CBG will provide hash values to the customer for proper authentication of the software installation. At the Customer's request, CBG will schedule a technical Specialist at the prevailing rates to arrive onsite to assist or install and test the software upgrade.

**Hardware Warranty and Support**

Clear Ballot's hardware warranty program in New York provides assurance that all system hardware is free of all defects on material and workmanship for an initial period of 60 months. During the warranty period, Clear Ballot will repair or replace, free of charge, any part defective in material or workmanship. The warranty shall be designated to begin uniformly on all units comprising a single order, immediately upon the completion of the Customer's User Acceptance Testing and acceptance by Customer, or at the end of 30 days after completion of delivery, whichever shall occur earlier. All warranty repairs must be performed by Clear Ballot or an authorized Clear Ballot representative.

Clear Ballot's Customer Success Manager will act as the single point of contact for all hardware warranty service requests provided under this SLA. The procedure to initiate warranty repairs is the same as noted above in the section entitled "Hardware Repairs."

**Enhanced and Extended Maintenance**

Clear Ballot offers enhanced and extended maintenance and support programs tailored to the Customer's needs when requested by the Customer as part of the original sale. All requests for enhanced or extended maintenance shall be established through the Sales Representative at the time of the sale and at the rates or extended costs determined at that time. This Service Level Agreement and the maintenance stated herein shall serve as the basis for service and support for all products sold by CBG to the Customer. All enhanced or extended maintenance provisions shall be appended to this Service Level Agreement as part of the "Service Level Agreement, Additional Provisions" form that will be signed by a designated representative of both the Customer and CBG. No Service Level Agreement issued to a Customer as part of a sale shall provide services or support not stated herein without attachment of the signed Service Level Agreement, Additional Provisions form.



**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER				ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
H	529000	1523				Establish CP# 1523 - Clear Ballot Voting Machine	997,000.00
			H	430890	1523	CP#1523 ST AID OTHER - TIER Grant	(97,921.64)
			H	450310	1523	CP#1523 Interfund Transfer	(899,078.36)
A9901	599014					Interfund Transfer	899,078.36
			A	159900		Appropriated Fund Balance	(899,078.36)
						This project to be established with Unappropriated Fund	
						Balance	

DEPARTMENT HEAD	DATE	COUNTY ADMINISTRATOR	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE	CHAIRPERSON	DATE
		COUNTY TREASURER	DATE

\*If Personnel Services are impacted

**RESOLUTION NO. 310**

**RESOLUTION AUTHORIZING THE COMMENCEMENT OF A PHASE II  
ENVIRONMENTAL ASSESSMENT STUDY ON CERTAIN COUNTY PROPERTY  
LOCATED IN THE VILLAGE OF CLEVELAND**

By Legislator Mary Ellen Chesbro:

WHEREAS, the County of Oswego has acquired certain tax delinquent property in the Village of Cleveland located at 12 Division Street and bearing tax map number 313.13-06-01; and

WHEREAS, this parcel is adjacent to and part of an area known as Tannery Ponds in the Village of Cleveland; and

WHEREAS, the County has been awarded a \$500,000 Brownfields Assessment Program grant from the U.S. Environmental Protection Agency; and

WHEREAS, said grant provides funding for the inventory of Brownfield properties in Oswego County and an environmental assessment on the above-referenced property is otherwise eligible under the grant; and

WHEREAS, C&S Engineers has, heretofore, been engaged by the County of Oswego to assist with the Brownfields Assessment Program; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Economic Development and Planning Committee of this body; it is now hereby

RESOLVED, that C&S Engineers be, and is hereby, authorized to enter upon and conduct a Phase II Environmental Site Assessment on the subject parcel in conformance with the American Society for Testing and Materials (ASTM) Standard E1903-19, Phase II Environmental Site Assessment Process, as amended; and be it further

RESOLVED, that this resolution shall be the requisite authority for C&S Engineers to proceed with same.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**



*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 Breithweg*  
Deputy Director

*Donna B. Scanlon*  
Office of Community  
Development Programs

*Kelly Allen*  
Office of Housing Assistance

*Heather Snow*  
Office of Mobility Management

**TO:** Legislator Chesbro, Chairwoman of Economic Development & Planning  
Standing Committee

**FROM:** Tim Stahl, Director of Community Development, Tourism & Planning

**DATE:** August 21, 2023

**RE:** Phase II Environmental Site Assessment at 12 Division Street, Cleveland  
(313.13-06-01) Authorization

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Phase II Environmental Site Assessment on acquired tax delinquent property at  
12 Division Street, Cleveland, New York

**BACKGROUND:** Phase I environmental site assessment completed by C&S Companies in  
August 2023, recommended Phase II environmental site assessment and sediment  
sampling at said site.

**FISCAL IMPACT:** Full funding provided by US Environmental Protection Agency Brownfield  
Assessment Grant secured by Oswego County. No additional cost to county.

**RECOMMENDATION:** Oswego County received a \$500,000 United State Environmental  
Protection Agency Community-wide Brownfield Assessment Grant to be used for phase I  
and phase II environmental site assessments on brownfields. Brownfields are real property,  
the expansion, development, or reuse of which may be complicated by the presence or  
potential presence of a hazardous substance, pollutant, or contaminant, sites  
contaminated by controlled substances, or by petroleum or petroleum product or mine-  
scarred lands and related activities as authorized by CERCLA 104(k). The brownfield site at  
12 Division Street, tax parcel 313.13-06-01 is acquired tax delinquent property. Resolution  
#112 to allow a Phase I environmental site assessment to be completed was approved April  
13, 2023. A phase I environmental site assessment was completed by C&S Companies and  
recommended further investigation at the site; which may include a geophysical survey to  
locate the underground tanks, buried utilities, and other buried objects, followed by a  
Phase II environmental site assessment and sediment sampling to be performed at the  
pond. There are no additional costs to Oswego County for the completion of a Phase II  
environmental site assessment.

**RESOLUTION NO. 311**

**RESOLUTION AUTHORIZING THE COUNTY HIGHWAY  
SUPERINTENDENT TO ENTER INTO SNOW AND ICE AGREEMENTS  
ON CERTAIN TERMS**

By Legislator House:

WHEREAS, Section 135-a of the New York State Highway Law authorizes the county to enter into cooperative agreements with a city, town or village for control of snow and ice on county roads; and

WHEREAS, this Legislature has heretofore authorized the Oswego County Highway Superintendent to enter into such agreements as may be necessary or convenient under Resolution number 75 of 1987; and

WHEREAS, this body has determined that an \$8,500 per mile flat rate reimbursement is fair and equitable;

NOW, THEREFORE, upon recommendation of the Infrastructure and Facilities Committee of this body, it is hereby

RESOLVED, that the Oswego County Highway Superintendent be and is hereby authorized to enter into agreements substantially in the following form as the annexed agreement with any municipalities within the county under Highway Law §135-a for snow and ice control services for a season commencing November 1<sup>st</sup> of 2023 and running through a season ending April 30<sup>th</sup> of 2026; and, it is further

RESOLVED, that the per mile reimbursement rate to municipalities shall be \$8,500 per mile for all services to be performed hereunder.

**ADOPTED BY VOICE VOTE ON SEPTEMBER 11, 2023:**  
**YES: 20    NO: 0    ABSENT: 5    ABSTAIN: 0**

DRAFT

(Rev. 9/23)

**COUNTY OF OSWEGO HIGHWAY DEPARTMENT  
SNOW REMOVAL AND ICE CONTROL AGREEMENT  
(MILEAGE BASED AGREEMENT)**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of October, 2023 by and between the **COUNTY OF OSWEGO HIGHWAY DEPARTMENT**, a municipal corporation of the State of New York, with an office for the conduct of business located at 31 Schaad Drive, Oswego, New York 13126-6116 by Shawn P. Walker, its County Highway Superintendent, hereinafter called the "COUNTY", and the **TOWN/VILLAGE OF** \_\_\_\_\_, a municipal corporation of the State of New York, with an principal office for business located at \_\_\_\_\_, New York \_\_\_\_\_ by \_\_\_\_\_ its Town Supervisor/Mayor and Highway Superintendent, hereinafter called the "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, New York State Highway Law §135-a authorizes Oswego County to enter into agreements with cities, towns or villages to utilize their own equipment and personnel for the removal of snow from county roads; to sand and otherwise treat county roads for the purpose of removing the danger of ice and snow; and/or for the removal of snow and treatment/sanding and control of ice and snow on county roads; and

**WHEREAS**, the Oswego County Legislature by Resolution #75 adopted on June 11, 1987, as amended by Resolution #\_\_\_ of 2023 adopted September 11, 2023 authorizes the Oswego County Highway Superintendent to enter into one (1) season snow and ice control cooperation agreements with various towns and villages of Oswego County to assist the County with snow and ice control; and

**WHEREAS**, by coordinating resources, personnel and equipment, the County and the Municipality realize economies of scale which result in a financial savings to both municipalities and their respective residents; and

**WHEREAS**, the Municipality has suitable personnel and experience and is willing to undertake said work,

**WHEREAS**, a written agreement is both necessary and desirable,

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

### ARTICLE 3. TERMINATION

The County may, by written notice to the Municipality at the above-referenced address effective upon mailing, or by personal service effective upon service on a representative of the Municipality, terminate this Agreement in whole or in part at any time (1) for the County's convenience OR (2) upon the failure of the Municipality to comply with any of the terms or conditions of this Agreement. In the event of a suspension of work in Article 1 or termination under this article, payment to the Municipality shall be pro-rated as of the date of termination or suspension and during the period the County is assuming the services hereunder.

### ARTICLE 4. COMPENSATION

For all labor, equipment, fuel, fringe, overtime sand, salt and other related costs for the services rendered hereunder, the County hereby agrees to pay the Municipality the sum of **EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$8,500.00)** per mile, inclusive, in the performance of this contract. The contract mileage shall be based upon the total mileage listed in Article 1 of this agreement. Payment shall be made in two (2) installments. **The first installment of twenty-five (25) percent of the contract price shall be paid upon execution of this Agreement in October of 2023. The remaining installment of seventy-five (75) percent of the contract price shall be paid in February of 2024. For the 2024-2025 and 2025-2026 seasons, this amount shall be paid with an October installment of thirty (30) percent and the balance to be paid in February at seventy (70) percent.** Payments will be disbursed in a similar fashion for the term of the agreement unless otherwise canceled or amended in writing.

The Municipality understands and agrees that the compensation paid hereunder is for all snow and ice control purposes on County Route(s) only. For the purposes of this agreement, an intersection where a County Route and a Municipality road intersect shall be deemed to be a County Route. In the event the average price per gallon of low sulphur diesel fuel exceeds \$4.50 per gallon in any given month during the term of this agreement, an enhanced payment will be made in accordance with **Attachment A**.

The Municipality hereby agrees to furnish to the Oswego County Highway Superintendent all pertinent and necessary documentation of the Municipality's performance of the services herein enumerated. Said documentation is to be submitted on a Snow and Ice Equipment Operator's Report to be supplied by the Oswego County Highway Department only. The documentation shall include labor, equipment, sander calibrations, routes plowed with dates and times and shall constitute a prerequisite of the County's obligation to continue to pay the consideration stated hereinabove and shall be furnished bi-weekly by the Municipality to the County. Failure of the Municipality to submit the required documentation to the County within

regulations.

The Municipality shall be responsible for re-setting any and all county-owned Traffic Control Devices, signs, bridge markers, delineators or other roadway markers the same day as they are damaged by the Municipality at the Municipality's sole cost and expense. If the Municipality knocks down or destroys a sign controlling the intersection of a county road with another road which cannot be immediately re-set, the Municipality shall immediately contact Oswego County E 911 and shall also immediately take appropriate steps to ensure that the intersection is controlled and safe for the motoring public (e.g. posting a temporary sign, posting a flagman, and/or calling law enforcement).

#### **ARTICLE 7. ICE CONTROL SAND AND ROAD SALT**

Road Salt and Ice Control Sand shall be provided by the Municipality at its own cost for use on the designated county roads covered by this Agreement. The Municipality agrees to purchase Road Salt from the County's bid at the county's cost per ton for the work performed hereunder and for any Municipality owned roads. The sand pit where sand is mined and made available for pick-up by the Municipality shall be determined by the County.

Should a Municipality mine its own sand, and if the County and Municipality agree, the County may permit the use of County equipment to mine sand at the Municipality's expense. Municipality may use other NYSDOT approved ice treatments (e.g. brine) at its own cost and expense in lieu of or in conjunction with salt.

The County shall not reimburse the Municipality for hauling Ice Control Sand or Road Salt. If extensive winter conditions warrant, and additional materials are needed by the Municipality, the terms will be established by the Highway Superintendent subject to availability.

#### **ARTICLE 8. ASSIGNMENT AND SUBCONTRACTING**

Pursuant to General Municipal Law §109, the Municipality shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any Services provided thereunder will not be compensated even said assignment or subcontract was to another Municipality. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

#### **ARTICLE 9. STATUTORY COMPLIANCE**



of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy naming the County of Oswego as an additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the County upon consultation with its carrier(s).
- Municipality's coverage shall be primary and non-contributory coverage for the County, its officers and employees and shall contain a 30-day notice of cancellation.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the County for both on-going and completed operations. The decision to accept an endorsement rests solely with the County. A completed copy of the endorsements must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the Municipality (e.g., snow and ice control, sanding and plowing) that are covered by the liability policies.
- At the County's request, the Municipality shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Municipality will provide a copy of the policy endorsements and forms.

III. The municipality agrees to indemnify the County of Oswego for any applicable deductibles.

**IV. REQUIRED Insurance MINIMUMS:**

- Commercial General Liability Insurance  
\$1,000,000 per occurrence/ \$2,000,000 aggregate (or maximum limits maintained by Municipality itself, if greater). General Aggregate to apply on a per contract basis.
- Automobile Liability/Inland Marine  
\$1,000,000 CSL (or maximum limits maintained by Municipality itself, if greater) for owned, hired and borrowed and non-owned motor vehicles.



Superintendent and the County Attorney's Office of circumstances such as motor vehicle accidents, serious personal injuries, disfigurement, dismemberment or death of any person, property damage of third parties or other incidents that might give rise to future claims with respect to the Services performed under this Agreement by Municipality.

#### **ARTICLE 11. INDEMNIFICATION**

Municipality agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Municipality, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the Municipality either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Municipality's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement. This term shall survive the expiration or cancellation of this Agreement.

#### **ARTICLE 12. HOLD HARMLESS**

Regarding its services and responsibilities concerning this Agreement, the Municipality further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or part by the Municipality, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Municipality and the County, their officers, agents or employees in connection with this agreement. This term shall survive the expiration or cancellation of this Agreement.

#### **ARTICLE 13. GENERAL RELEASE**

assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the parties.

#### **ARTICLE 17. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Services or specifications covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services, the Highway Superintendent of the County executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional Services, the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in any such Addendum or Change Order.

#### **ARTICLE 18. EXECUTORY CLAUSE**

The County shall have no liability under this Agreement to Municipality and/or to anyone else beyond funds appropriated and available for this Agreement.

#### **ARTICLE 19. BOOKS AND RECORDS**

Municipality agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### **ARTICLE 20. RETENTION OF RECORDS**

Municipality agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period upon reasonable notice to the Municipality.

#### **ARTICLE 21. AUDIT BY THE COUNTY AND OTHERS**

All claim forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claim forms or invoices are based are subject to audit by the County. Municipality shall submit any and all documentation and

## **ARTICLE 23. ACCEPTANCE OF SUBSTITUTED SERVICE**

The Municipality hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

## **ARTICLE 24. NO WAIVER**

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

## **ARTICLE 25. NOTICES**

The Municipality shall report directly to the Superintendent of the County Highway Department or the Deputy County Superintendent as a primary day-to-day contact for all matters hereunder. The County shall contact the Town Highway Superintendent as a primary day-to-day contact for all matters hereunder.

Except where otherwise stated herein, notices shall be sufficient if provided in writing by the Municipality to the County Highway Superintendent or Deputy Superintendent at the address listed hereinabove.

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**ATTACHMENT A**  
**LOW SULPHUR DIESEL**  
**FUEL PRICE ADJUSTMENT PAYMENT**

As a partial inducement to entering into this Agreement, the Municipality, as may be applicable, will be subject to a low sulphur diesel fuel price adjustment to be reimbursed as a separate payment. The price adjustment will be based on actual average monthly price paid by the Municipality in its own jurisdiction per gallon of low sulphur diesel (the term "low sulphur diesel" as used herein shall also include ultra low sulphur diesel). This adjustment is to be reviewed by the Municipality and County on a monthly basis and the Municipality will need to provide supporting documentation of same to the County when it is in effect.

Should the average price of low sulphur diesel fuel, in any given calendar month, during a snow/ice season under contract term exceed \$4.50 per gallon, the Municipality may request additional reimbursement for same from the County in accordance with this attachment.

The reimbursement formula to a municipality for increased average low sulphur diesel prices per gallon is calculated as follows: where the average calendar month low sulphur diesel price is higher than \$4.50 per gallon to the Municipality: (Actual average price paid per gallon of low sulphur diesel by Municipality minus \$4.50) multiplied by the total number of diesel gallons purchased = Total Increased Cost. The Total Increased Cost is then to be multiplied by the percentage of lane miles constituting county roads in proportion to the percentage of lane miles of town roads in that Municipality. (e.g. A town has 50 percent town roads by lane mile and 50 percent county roads by lane mile, the Total Increased Cost would be multiplied by 50%). The county would pay this adjustment once at the end of the calendar year and once at the end of the contract season, where applicable, and only upon request by the Municipality. Documentation and proof of payment of the total number of gallons diesel fuel purchased and rate must be provided within forty-five days of the end of each calendar year and/or within forty-five (45) days of the end of the season should same be applicable.

This reimbursement shall only be paid for months during a snow/ice season where the average price per gallon of low sulphur diesel fuel exceeds \$4.50 per gallon. Nothing in this Attachment covers heating oil, gasoline, kerosene or other fuels.

The price per gallon is based upon the average cost paid per gallon for low sulphur diesel by the Municipality exclusive of sales and compensating use taxes. Failure by the Municipality to request this additional payment, where applicable, in writing within forty-five days of the end of a calendar year for expenses incurred in that portion of the season ending December 31<sup>st</sup>, and/or within forty-five (45) days of the end of the season, or April 30<sup>th</sup> in any given year covered by the Agreement, shall constitute a waiver to any right to payment/credit notwithstanding any other provisions of this Agreement.