

Government, Courts & Consumer Affairs Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Monday, May 1, 2023 at 9:00a.m.

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York

COMMITTEE MEMBERS:

David Holst, Chair	Legislator, 4 th District
Edward Gilson, Vice Chair	Legislator, 3 rd District
Noelle Salmonsén	Legislator, 21 st District
Michael Solowy	Legislator, 23 rd District
James Scanlon	Legislator, 16 th District
Robert Wilmott	Legislator, 18 th District
Michael Yerdon	Legislator, 1 st District

CALL TO ORDER:

- Pledge of Allegiance

APPROVAL OF MINUTES:

- Approval of Minutes for the Government, Courts and Consumer Affairs Committee's regular meeting on April 3, 2023 and special meeting on April 13, 2023.

RESOLUTIONS:

- GC-1** Resolution Appointing an Individual to Fill a Vacancy in the Office of County Legislator in and for the 20th Legislative District
- GC-2** Resolution Authorizing the Execution of an Intermunicipal Agreement by and between the County of Oswego and the New York State Office of Information Technology Services (NYSOITS) and the New York State Division of Homeland Security and Emergency Services (NYSDHES) (Contract No.: X050055)
- GC-3** Resolution County of Oswego Local Law No. 2 of the Year 2023, Entitled, "A Local Law Allowing Eligible Volunteer Firefighters and Volunteer Ambulance Workers to Receive a Real Property Tax Exemption Under Real Property Tax Law (RPTL) §466-a
- GC-4** Resolution Appointing Public Defender for Oswego County
- GC-5** Resolution Authorizing 2023 Tax Property Auction
- GC-6** Resolution Accepting Title from the Oswego County Land Bank Corporation and Conveying a Portion of Same to Gregory Paskell (2744-48 U.S. Route 11, Town of Mexico)

REPORTING DEPARTMENTS:

- County Clerk Department Updates
- Strategic Initiative Department Updates

- Board of Elections Department Updates
- Real Property Department Updates

ADJOURNMENT:

Government, Courts & Consumer Affairs Committee **DRAFT**



MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: February 27, 2022 at 9:00 a.m.

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

COMMITTEE MEMBERS:

David Holst, Chair	Legislator, 4 th District	Present
Edward Gilson, Vice Chair	Legislator, 3 rd District	Excused
Noelle Salmonsén	Legislator, 21 st District	Present
Michael Solowy	Legislator, 23 rd District	Present
James Scanlon	Legislator, 16 th District	Present
Robert Wilmott	Legislator, 18 th District	Excused
Michael Yerdon	Legislator, 1 st District	Present

STAFF AND GUESTS:

Rich Mitchell	David Turner	Nancy Belcher	Phil Church
Terry Wilbur	Louis Lombardi	Frank Castiglia	Marc Greco
Kevin Gardner	Corey Metz		

CALL TO ORDER:

The Regular meeting of the Government, Courts, and Consumer Affairs Committee was called to order at 9:01 a.m. by Chair David Holst with Deputy Clerk of the Legislature present. The meeting commenced with the Pledge of Allegiance.

APPROVAL OF MINUTES:

Motion to approve the Feb. 27 meeting minutes: Legislator M. Yerdon

Second: Legislator Solowy

Vote: Unanimous, motion carried

The minutes for the Government, Courts & Consumer Affairs Committee's Regular Meeting on February 27, 2023 are approved.

RESOLUTIONS:

GC-1 Resolution Allocating Funds Made Available to the County of Oswego Through the American Rescue Plan Act to Certain Sub-Recipients and Beneficiaries

Leg. Gilson asked for a motion to table and hold a special meeting to discuss further

Motion to table: Legislator M. Yerdon

Second: Legislator Solowy

Vote: Unanimous, motion carried

GC-2 Resolution Approving and Confirming the Sale and Transfer of Certain Foreclosed Tax Property Pursuant to RPTL §1166

Motion to approve: Legislator M. Yerdon

Second: Legislator Solowy

Vote: Unanimous, motion carried

GC-3 Resolution Requesting the State University of New York to Amend or Remove Its Covid-19 Vaccination Policy

Motion to approve: Legislator M. Yerdon

Second: Legislator Salmonsens

Vote: Unanimous, motion carried

GC-4 Opposing Governor Hochul's Ban of Gas Stoves and Other New Fossil Fuel Heating Equipment

Motion to approve: Legislator Solowy

Second: Legislator Salmonsens

Vote: Unanimous, motion carried

GC-5 Resolution Fixing Time and Place for a Public Hearing Relative to Proposed County of Oswego Local Law No. 2 of the Year 2023, Entitled, "A Local Law Allowing Eligible Volunteer Firefighters and Volunteer Ambulance Workers to Receive a Real Property

Motion to approve: Legislator M. Yerdon

Second: Legislator Solowy

Vote: Unanimous, motion carried

GC-5 Resolution Making Certain Corrections to Schedule F of Resolution #009 of 2023, Allocating Funds Made Available to the County of Oswego Through the American Rescue Plan Act to Certain Sub-Recipients and Beneficiaries

Motion to approve: Legislator M. Yerdon

Second: Legislator Solowy

Vote: Unanimous, motion carried

COMMITTEE REVIEW AND DECISIONS:

None

REPORTING DEPARTMENTS:

County Clerk Terry Wilbur provided his annual report and department updates
Director David Turner provided updates on Strategic Initiatives

Corey Metz provided Real Property updates
Louis Lombardi was introduced as the incoming public defender

ADJOURNMENT:

Motion to adjourn at 9:35 a.m.: Legislator M. Yerdon

Second: Legislator Scanlon

Vote: Unanimous, motion carried

DRAFT

Matthew Reitz
Interim Deputy Clerk of the Legislature

RESOLUTION NO.

May 11, 2023

**RESOLUTION APPOINTING AN INDIVIDUAL
TO FILL A VACANCY IN THE OFFICE OF COUNTY LEGISLATOR
IN AND FOR THE 20th LEGISLATIVE DISTRICT**

By Legislator David Holst:

WHEREAS, a vacancy has occurred in and for Legislative District 20, 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 20th legislative district and whom will continue to represent the constituents of the 20th 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 a qualified candidate and has forwarded to this body the name of Paul Connolly 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 vote, the candidate receiving a majority vote is hereby appointed to the Office of County Legislator in and for the 20th Legislative District, together with all of the rights and privileges pertaining thereto, for a term ending on December 31st, 2023.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

RESOLUTION NO.

May 11, 2023

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERMUNICIPAL AGREEMENT BY AND BETWEEN THE COUNTY OF OSWEGO AND THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES (NYSOITS) AND THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES (NYSDHES) (Contract No.: X050055)

By Legislator Holst:

WHEREAS, protecting the county's cyber-security infrastructure requires a multi-faceted approach which includes coordinating policies, standards and programs with various entities including the State of New York; and

WHEREAS, the New York State Joint Security Operations Center is a unique cooperative approach between state and local governments to augment their capabilities to better protect sensitive and confidential information; and

WHEREAS, the State of New York has offered to facilitate and cover the cost of licensing for Endpoint Detection Software and Response (EDR) software for the county and provide related services which will benefit the county's cyber-security at no cost to the county; and

WHEREAS, this also promotes shared services as between the state and the county; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute the annexed agreement by and between the County of Oswego and NYSDHSES and NYSOITS and any such related licenses or ancillary agreements as may be necessary to effectuate same.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND
RESPONSE SERVICES**

BETWEEN

**THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

AND

Oswego County

X050055

This Intergovernmental Agreement ("IA") is entered into by and among the New York State Office of Information Technology Services ("ITS"), the New York State Division of Homeland Security and Emergency Services ("DHSES"), ITS and DHSES collectively referred to herein as the "State," and the entity identified on the signature page of this IA which is a political subdivision, municipal corporation, or public authority as defined by the laws of the State of New York ("Participating Entity"). By entering into this IA, the Participating Entity acknowledges that it has the legal authority to enter into this IA and that the individual executing this IA has been duly authorized to execute the IA. Each party to this IA is referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, ITS is responsible for protecting New York State Government's cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cyber security across the State, partnering with State agencies and law enforcement, monitoring the State's technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, DHSES is responsible for working with federal, state, local and private entities to protect the State's critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and man-made disasters; and

WHEREAS, the Participating Entity provides vital services to residents of New York State and within its jurisdictional boundaries; and

WHEREAS, the Parties remain committed to ensuring the safety of their respective critical infrastructure by investing in strategic collaborations and technology for strengthening cyber security and resiliency in the face of evolving threats; and

WHEREAS, the Parties recognize that deployment and use Endpoint Detection and Response (EDR) software, and rapid information sharing are foundational components of a sound cybersecurity program; and

WHEREAS, increasingly sophisticated cyber-attacks on governmental entities as well as unauthorized access to their systems may compromise the security and integrity of government data, disrupt operations and services and damage critical infrastructure, thereby risking the health and welfare of the public; and

WHEREAS, the State and the City of New York in an intergovernmental and collaborative effort to enhance and leverage their cyber defense capabilities, developed the New York Joint Security Operations Center ("JSOC") to share information, gain an unprecedented level of visibility into potential threats across the State, and increase efficiency in detecting and responding to cybersecurity events and incidents (the "JSOC Initiative"); and

WHEREAS, the JSOC Initiative, a one-of-a-kind cooperative approach between state and local government, enables each of the Parties to augment their capabilities to better protect sensitive, personal and/or private information and data as well as public health and safety.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. PURPOSE AND BENEFITS

The purpose of this Intergovernmental Agreement is to allow Participating Entities to access EDR software for better proactive security collaboration on threat intelligence amongst New York State and political subdivisions of the State.

Taking advantage of economies of scale and the State's purchasing power, the State has arranged for the Participating Entity to receive EDR software at no cost. Additionally, as part of that arrangement, the software provider or its affiliates will work directly with the Participating Entity to deploy the EDR solution within the Participating Entity's environment and provide training to assist the Participating Entity with using the EDR software.

2. DEFINITIONS

"Confidential Information" means any non-public information that a Party (**"Disclosing Party"**), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors (**"Recipient"**) or which the Recipient obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this IA.

"Cyber Information" means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cyber security investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cyber security.

"EDR software data" means data derived from an endpoint security solution that continuously monitors endpoint devices to detect and respond to cyber security incidents that is shared through the software provider to the JSOC.

"Security Incident" means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

"Affected Party" means a Party that is affected by a Security Incident.

3. INTERGOVERNMENTAL AGREEMENT

The IA between the Parties consists of the following documents listed below in the following order of precedence:

- a. Appendix A – Standard Clauses for All New York State Contracts
- b. This IA document setting forth the final agreement between the Parties, including all attachments, appendices, and exhibits contained herein.

4. SERVICES

- a. Obligations of the State:
 - i. Facilitate and cover the cost of licensing for Endpoint Detection and Response (EDR) software for Participating Entity endpoints. The EDR software will be provided to the Participating Entity directly from the software provider.
 - ii. Provide services, as selected by the Participating Entity, as described in Attachment A.
- b. Obligations of the Participating Entity:
 - i. Participating Entity will be responsible for providing a technical lead with access to deploy the EDR software on end points and sufficient IT staff to facilitate the deployment of this software in their environment.
 - ii. Participating Entity agrees to abide by the EDR software provider's terms and conditions as agreed to between the State and the EDR software provider regarding use of the software and agrees to remain solely responsible for its use and configuration of the EDR software.
 - iii. Participating Entity agrees to maintain and update the EDR software on their systems, including working with the EDR software provider directly to address any issues that arise from the software.
 - iv. Participating Entity agrees that the EDR software will be configured to provide alerts to the JSOC to contribute to the creation and monitoring of a statewide view of cybersecurity threats.
 - v. Participating Entity agrees to provide JSOC a list of contacts and contact information for notification in the event of alerts or other information related to the service. Participating Entity

- agrees to provide updates to the list as needed.
- vi. Participating Entity agrees to promptly notify all relevant entities, including but not limited to third-party system owners, of the State's activities and secure all necessary approvals, authorizations, or waivers in a timely fashion. Participating Entity will bear the full responsibility for all costs for obtaining such approvals, authorizations, or waivers, and any liability that results from the failure to secure, necessary approvals, authorizations or waivers, and for any damage to third parties arising out of or related to the products and services provided and/or performed by the State pursuant to this Section 4, including any intentional or negligent act or omission.

5. CONSIDERATION

The State agrees to provide the EDR software to the Participating Entity at no cost in exchange for the Participating Entity's agreement to share the EDR software data with the JSOC to increase the State's visibility of the cyber threat landscape across the various state entities and political subdivisions, which will enhance the State's ability to quickly and more accurately respond to cybersecurity threats.

6. TERM

The initial term of the IA shall be for a period of three (3) years beginning on the effective date and will be automatically renewed for additional twelve (12) month terms based upon approval of funding in the State budget and approval of the New York State Office of the State Comptroller, if applicable. The Parties agree that should funding for this initiative not be appropriated in a State budget, the IA shall terminate with ninety (90) days prior notice required. The effective date of this IA shall be the date of approval of the IA by the New York State Office of the State Comptroller, if applicable, otherwise, this IA shall be effective as of the date of the later signature of this IA.

7. TERMINATION

a. For Convenience

Each Party retains the right to cancel the IA without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the IA for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. For Cause

For any material breach or failure of performance of the IA by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the IA if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the IA shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. Termination Notice

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this IA.

d. Data Migration and Destruction

Upon expiration or termination of this IA, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this IA, each Party shall destroy the other Parties' Confidential Information and Cyber Information from its systems and wipe all its data storage devices to eliminate any

and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>, and other sanitization and disposal standards where required by JSOC policy or law. If immediate purging of all data storage components is not possible by a Recipient, that Recipient will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Recipient must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

8. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

9. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this IA or because of its execution or attempted execution or because of any breach or alleged breach hereof.

10. THIRD PARTY DATA SHARING

EDR software data received by the JSOC will be accessible by all JSOC personnel from various partner entities, including New York State and New York City. All JSOC personnel who may have access to EDR Data, Confidential Information and Cyber Information, are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of these entities who may need access to EDR data, Confidential Information, and Cyber Information to assist the JSOC personnel in carrying out the services described in this IA, are also subject to certain non-disclosure agreements. The JSOC personnel may share anonymized data with participating entities and other entities that enter into cyber information sharing agreements with the State.

11. CONFIDENTIAL AND CYBER INFORMATION SHARING

a. Confidentiality Obligations. Each Party will:

- i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Section 11;
- ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Section 11, or as otherwise set forth in this Section 11;
- iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this IA;
- iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
- v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
- vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:
 - a. Date of the unauthorized use or inadvertent disclosure;
 - b. Name of the recipient of the unauthorized use or inadvertent disclosure;
 - c. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
 - d. Brief description of the Confidential Information or the Cyber Information used or disclosed;

- e. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
 - f. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.
 - vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and
 - viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.
- b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information
- i. The confidentiality obligations in this Section 11 do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this IA or fault on the part of Recipient; (2) the Confidential Information or Cyber Information was lawfully obtained by Recipient from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Recipient developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Recipient shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that Recipient shall comply with Section 11(b)(iii)(3) (Disclosure if Legally Compelled) below; (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law; or (7) it is a third party as described in Section 10 above for which sharing Confidential Information or Cyber Information is necessary to provide JSOC services. Recipient will bear the burden of proving any of the foregoing conditions exist.
 - ii. Notwithstanding the provisions of Section 11(a) herein and where written notice is provided to the Party disclosing the Confidential Information or Cyber Information, the Recipient may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in cyber security activities, provided that such third-party representative (1) is advised by the Party disclosing the Confidential Information or Cyber Information of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this IA as if they were a Party.
 - iii. Disclosure if Legally Compelled
 - 1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("FOIL") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this IA the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
 - 2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
 - 3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.

4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security

- i. The Parties shall store Confidential Information and Cyber Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this IA;
- ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this IA without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 11(c)(ii) will not apply to Sections 11(a) and 16 of this IA.

12. NO THIRD-PARTY RIGHTS

Nothing in the IA shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the IA.

13. NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - i. Via certified or registered United States mail, return receipt requested;
 - ii. By facsimile transmission;
 - iii. By personal delivery;
 - iv. By expedited delivery service; or
 - v. By email.

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

ITS:

NYS Office of Information Technology Services
Division of Legal Affairs
Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
Attn: Chief General Counsel
Email: its.sm.dla@its.ny.gov

DHSES:

NYS Division of Homeland Security and Emergency Services
Cyber Incident Response Team
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: CIRT Director
Email: CIRT@dhses.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
Office of Counsel
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: Deputy Counsel
Email: thomas.mccarren@dhses.ny.gov

Oswego County

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

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

14. AMENDMENTS

This IA may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity, or in the case of a waiver, the Party waiving compliance, and must be approved by the New York State Office of the State Comptroller if applicable.

15. DISPUTE RESOLUTION

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this IA. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

- a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.
- b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

16. INDEMNIFICATION

- a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
- b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the State shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

17. GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the IA.

18. ADDITIONAL REMEDIES

In addition to any other remedies available to the Parties under this IA and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the IA.

19. INDEPENDENT CONTRACTORS

Nothing in this IA shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this IA to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

20. ASSIGNMENT

The State may assign this IA, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this IA as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by the New York State Office of the State Comptroller, if applicable.

21. NON-WAIVER

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this IA shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this IA shall constitute a waiver of any subsequent breach or breaches of such term.

22. ENFORCEABILITY/SECTION HEADINGS

In the event any clause, or any part or portion of any clause of this IA shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this IA are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this IA.

23. JURISDICTION

This IA shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this IA shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

24. EXECUTION

By execution, delivery and performance of this IA, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This IA constitutes the legal, valid, and binding obligation of the Parties hereto.

25. ENTIRE AGREEMENT

This IA represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

Oswego County

By: _____

Name: _____

Title: _____

Date: _____, 20__

**NYS OFFICE OF INFORMATION
TECHNOLOGY SERVICES**

By: _____

Name: _____

Title: _____

Date: _____, 20__

**NYS DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES**

By: _____

Name: _____

Title: _____

Date: _____, 20__

CORPORATE ACKNOWLEDGMENT

STATE OF _____}

ss.:

COUNTY OF _____}

On the _____ day of _____ in the year 20____, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at _____ Town/City of _____ County of _____, State of _____; and further that s/he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of _____, s/he is authorized to execute the foregoing instrument on behalf of _____ for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public

APPROVED AS TO FORM:

NYS OFFICE OF THE ATTORNEY GENERAL

By: _____
Title: _____
Date: _____

APPROVED:

NYS OFFICE OF THE STATE COMPTROLLER

By: _____
Title: _____
Date: _____

**ATTACHMENT A
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND
RESPONSE SERVICES**

BETWEEN

**THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES**

AND

Oswego County

X050055

X

All Participating Entities will be provisioned with access to and training for the EDR software vendor's portal allowing the Participating Entity to perform monitoring, analysis, quarantine and containment, and other cyber hygiene functions as provided by the EDR software. In addition, the EDR software provides proactive threat hunting twenty-four hours per day, seven days per week (24x7). The EDR software will also be configured to conduct the first level of triage to identify threats, assign a level of importance or urgency to the threat, and deliver alerts and actionable notification directly to the Participating Entities thru E-mail.

A Participating Entity may choose additional levels of service from the JSOC. These levels of service are either:

1. Off-hours monitoring, and email escalation; or
2. Off-hours monitoring, email escalation, critical escalations, and containment and/or quarantine actions on impacted endpoints flagged for such by the EDR software. By selecting this option, the Participating Entity is granting the JSOC the authority to take action per the critical escalation process defined below.

Please indicate level of JSOC service requested; if neither level of service is desired, enter N/A: _____

Definitions:

Monitoring:

Monitoring is JSOC staff reviewing Critical, High, and other Vendor-escalated alerts received from the EDR software and conducting further analysis on the host endpoint using available tools (e.g., EDR Portal) to further quantify risk and determine if additional actions are required (e.g., escalation, critical escalation, containment and quarantine). The terms 'Critical' and 'High' alerts refer to the vendor's top two levels of automated alert criticality rating. 'Vendor-escalated' alerts refers to instances where the vendor escalates an alert to the JSOC and/or Participating Entity beyond the vendor's automated alert criticality rating (e.g., Critical, High).

Escalations:

Escalation is the process of identifying potential cybersecurity concerns so that appropriate personnel can take action to address them. Escalations will be sent via email when the JSOC Team requires action to be taken by the Participating Entity in order to validate activity on a host or remediate a host. Examples of when an escalation will be sent may include, but would not be limited to:

- Validating questionable admin activity seen on a host
- Validating application usage
- Not having remote access to a host
- Requests for approval to take additional remediation countermeasures

Critical Escalations:

During an investigation, where JSOC containment and quarantine actions are required or action need to be taken by the Participating Entity, the JSOC Team will call the phone numbers provided in the below order of priority. If there is no response from any of the contacts, the JSOC Team will send a Critical Escalation email and continue monitoring but not proceed with any countermeasures that are not approved by the Participating Entity. The JSOC will begin the escalation process within a reasonable amount time from receipt of the critical alert or notification by the EDR software.

The Critical escalation and containment and quarantine functions will be phased in by the JSOC as it reaches operational maturity. Critical escalations may not be available on the Participating Entities' onboarding date. However, the EDR software will provide direct alerting to the Participating Entity irrespective of the JSOC's status.

Containment and Quarantine:

JSOC containment and quarantine includes:

- Containment of hosts identified by the EDR software as a critical risk
- Quarantine or removal of files or artifacts identified by the EDR software as a critical risk
- Recommend recovery actions as needed per incident to address vulnerabilities in infrastructure not managed by the EDR software

Off-Hours: JSOC Off hours support is Saturday and Sunday all day, and 5PM to 8AM Monday - Friday.

Escalation priority Points of Contact: Please provide a list **in order of priority** of the persons the JSOC should call when notifying the Participating Entity of a Critical Escalation (the Participating Entity does not have to use all the lines below and should add additional lines if necessary):

1. _____
2. _____
3. _____
4. _____
5. _____

RESOLUTION NO.

May 11, 2023

**A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW No. 2 OF 2023
ENTITLED "A LOCAL LAW ALLOWING ELIGIBLE VOLUNTEER
FIREFIGHTERS AND AMBULANCE WORKERS TO RECEIVE A REAL
PROPERTY TAX EXEMPTION UNDER REAL PROPERTY TAX LAW (RPTL)
§466-a**

By Legislator Holst:

WHEREAS, a public hearing was held on May 11th, 2023 at 2:00 p.m. and all interested parties having had an opportunity to be heard,

NOW, upon the recommendation of the Government, Courts and Consumer Affairs Committee of this body, be it

RESOLVED, that Local Law No. 2 of the year 2023 entitled A LOCAL LAW ALLOWING ELIGIBLE VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS TO RECEIVE A REAL PROPERTY TAX EXEMPTION UNDER REAL PROPERTY TAX LAW (RPTL) §466-a be, and is hereby, adopted and enacted in its entirety; and, it is further

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

COUNTY OF OSWEGO

Local Law Number 2 of 2023

A Local Law Allowing Eligible Volunteer Firefighters And Volunteer Ambulance Workers to Receive a Real Property Tax Exemption Under Real Property Tax Law (RPTL) § 466-a

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

SECTION 1. STATUTORY AUTHORITY.

The New York State Legislature has, heretofore, amended the Real Property Tax Law (RPTL) to authorize municipalities to permit enrolled volunteer firefighters and volunteer ambulance workers to be eligible for a real property tax exemption as is more particularly set forth in RPTL § 466-a which became effective as of December 9, 2022. This local law shall apply to assessment rolls prepared on the basis of a taxable status date of March 1, 2024 and thereafter.

SECTION 2. LEGISLATIVE INTENT AND PURPOSE.

RPTL § 466-a, inter alia, allows for volunteers with five (5) years of qualifying service to apply for a tax exemption which will increase the number of eligible volunteers over existing law. The Legislature recognizes the role of the volunteer firefighters and ambulance workers in securing the safety and well-being of our communities. The Legislature hereby finds that it is in the best social and economic interests of the County of Oswego to encourage volunteerism for said purposes. To that end, by providing the following exemption, and by making it available to a larger pool of volunteers, it is the intent to encourage volunteers to join the various fire and ambulance companies within Oswego County.

SECTION 3. EXEMPTION GRANTED.

- A. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in the County of Oswego shall be exempt from taxation to the extent ten percent (10%) of the assessed value of such property for County purposes, exclusive of special assessments.

- B. Application for such exemption shall be filed with the appropriate city, town or village assessor of the assessing unit having jurisdiction of the real property on or before the taxable status date on a form prescribed by the Commissioner of the New York State Department of Taxation and Finance Office of Real Property Tax Services.
- C. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing within the County of Oswego unless:
1. The applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service which has a service area within the County of Oswego;
 2. The property is the primary residence of the applicant;
 3. The property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section;
 4. The applicant has served as an enrolled member with such volunteer fire company or volunteer fire department or incorporated voluntary ambulance service for a minimum of five (5) years; and
 5. The incorporated volunteer fire company or fire department and incorporated voluntary ambulance service has submitted to the Office of the Oswego County Fire Coordinator a complete list of enrolled members, with their respective dates of service for such incorporated voluntary fire company or fire department or incorporated voluntary ambulance service. The Oswego County Fire Coordinator shall then review all potential candidates and certify those that meet the necessary criteria to be eligible for this exemption. In the event that the Oswego County Fire Coordinator is eligible for and seeks an exemption as a volunteer firefighter, it shall be reviewed and certified by the Oswego County Treasurer. The Office of Fire Coordinator

must maintain written guidelines, available upon request, as to the minimum requirements necessary for the exemption to be granted consistent with law.

6. Any qualified applicant seeking the exemption provided for hereunder shall also file an annual application with their local assessing unit assessor, on a form prescribed by the New York State Board of Equalization and Assessment. The application must be filed on or before the taxable status date.
7. The Office of Fire Coordinator must annually file with each local assessor not later than January 31st of each year, prior to the March 1st taxable status date, a list of the active volunteer members who are certified as eligible to meet the minimum service requirement. Such list must provide, as the of the date of filing, the number of years of service served by each such enrolled member and such enrolled member's address of residence. The Office of Real Property Tax Services shall provide the Office of Fire Coordinator advice and assistance as may be necessary to complete the filings with the local assessing units and to develop written guidelines for the exemption.

- D. Any enrolled member of an incorporated volunteer fire company, volunteer fire department or incorporated voluntary ambulance service who accrues more than twenty (20) years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten (10) percent exemption as authorized by RPTL § 466-a for the remainder of his or her life as long as his or her primary residence is located within the County of Oswego.
- E. **Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty:** An exemption by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse may be continued or re-instated if such member is killed in the line of duty; provided, however, that:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
2. Such deceased volunteer had been an enrolled member for at least five years; and
3. Such deceased volunteer had been receiving the exemption prior to his or her death.

F. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers: An exemption by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service may be continued or re-instated to such deceased enrolled member's un-remarried spouse; provided, however, that:

1. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
2. Such deceased volunteer had been an enrolled member for at least twenty years; and
3. Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

SECTION 4. EXISTING EXEMPTIONS PRESERVED.

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of New York Real Property Tax Law Article 4 as of the date of adoption of this Local Law shall suffer any diminution of such benefit because of the provisions of RPTL § 466-a.

SECTION 5. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, section or part of this chapter or application thereof to any person, individual, corporation, firm, partnership or entity shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such determination shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this chapter or its application to the person, individual, corporation, firm, partnership or entity directly involved in the proceeding in which such adjudication shall have been rendered.

SECTION 6. EFFECTIVE DATE.

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York and shall apply to assessment rolls prepared on the basis of a taxable status date of March 1, 2024 and thereafter.

RESOLUTION NO.

May 11, 2023

RESOLUTION APPOINTING PUBLIC DEFENDER FOR OSWEGO COUNTY

By Legislator David Holst:

WHEREAS, the County of Oswego has established the Office of Public Defender by Local Law Number 2 of 2021; and

WHEREAS, the County of Oswego has conducted an extensive search for the county's first Public Defender, who in addition to the required duties of Public Defender to provide indigent legal services, will also be tasked with establishing the office, hiring all initial personnel, developing operational policies, and various other administrative activities needed to develop the office; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that Louis Lombardi, of Oswego NY, is hereby appointed to the position of Public Defender, effective immediately, for a term to coincide with the term of this Legislature, and shall be compensated according to the management compensation plan at \$197,761, Salary Grade 100, step 23.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

LOUIS R. LOMBARDI

XXXXXXXXXXXXX
Bellefonte, PA 16823

XXXXXXXXXXXXX

EDUCATION

Brooklyn Law School, Brooklyn, New York

Juris Doctor, *Cum Laude*, June 1998 (Evening Division)

Class Rank: Top 9%

Honors: Dean's List, Dean's Academic Achievement Scholarship, CALI Excellence for the Future Award

Activities: President, Law Enforcement Law Student Association

The Pennsylvania State University, University Park, Pennsylvania

Bachelor of Science in Administration of Justice May 1986

Honors: Dean's List

Activities: Penn State Men's Lacrosse Club

LEGAL EXPERIENCE

Law Office of Louis R. Lombardi, Bellefonte, Pennsylvania

February 1999 – Present

General Practitioner

Solo practitioner and "Of Counsel" working in civil and criminal litigation from case inception until resolution including motion and appellate practice. Civil law experience includes real estate, debtor/creditor law, unemployment, family law, personal injury, and bankruptcy; and criminal law experience includes violations thru felony crimes.

New York City Police Department Legal Bureau, New York, New York

Records Access Officer

November 1995 – January 1998

Supervised police department staff in collection and release of department records pursuant to requests from the public (approximately 2,500 per year) under New York State Freedom of Information Law. Additionally, involved in subpoena litigation over litigants demands for access to police department records.

Law Intern, Civil Enforcement Unit

November 1994 – October 1995

Prosecuted civil property forfeiture actions and nuisance abatement closings.

OTHER EXPERIENCE

Omniplex World Services Corp., Herndon, Virginia

Investigator

August 2018 – Present

Conduct background investigations on individuals applying for jobs that require a federal security clearance.

South Hills School of Business & Technology, State College, Pennsylvania

Law Instructor

March 2010 – August 2020

Prepare lesson plans, teach, develop tests, and prepare students for a career in criminal justice and law.

New York City Police Department, New York, New York

Police Officer, Sergeant, Lieutenant, Captain

July 1989 – July 2009

As a member of the NYPD, I steadily was promoted within the Department taking on more responsibility in order to better serve the residents of New York City. From enforcing the law and supervising a sexual assault task force; to training members of the Department in new rules, regulations, equipment, and initiatives to keep the public safe, my priority was to work with all stakeholders to make the city safe. Upon promotion to Police Captain, I became a member of the executive staff and was the point person responsible for conducting internal investigations into police misconduct, corruption, use of police force (including police involved shootings), vehicle pursuits and other areas of concern for the agency such as bias crimes. I was trained and supervised investigations into homicides, asset forfeiture and organized crime. In organized crime I oversaw the case development and execution of nearly one thousand search warrants and wiretaps.

PROFESSIONAL ORGANIZATIONS

Pennsylvania Bar Association, New York State Bar Association, Centre County Bar Association, Brooklyn Bar Association.

BAR ADMISSION

States of New York, New Jersey & Pennsylvania; United States Southern & Eastern District Courts for New York, United States District Court for New Jersey.

RESOLUTION NO.

May 11, 2023

RESOLUTION AUTHORIZING 2023 TAX PROPERTY AUCTION

By Legislator David Holst:

WHEREAS, the County of Oswego has heretofore acquired or soon to be acquired titles, pursuant to provisions of the Real Property Tax Law of the State of New York, to certain parcels of real estate, and

WHEREAS, THE Oswego County Legislature is desirous of selling said parcels at public auction, pursuant to policy, terms and conditions heretofore established.

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

RESOLVED, that the County Treasurer of the County of Oswego, in the name of the Oswego County Legislature, be authorized and empowered to sell and convey under his hand and seal, certain described parcels of real estate, as shown on the attached schedule, titles to which were acquired by tax foreclosures of 2019 and prior. Foreclosures of 2021 and prior pursuant to the 2023 Tax Auction Policy and Terms and conditions of said auction, and be it further

RESOLVED, that the auction will be held on June 9, 2023.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

Oswego County Treasurer's Office

Kevin L. Gardner, *Treasurer*

Brian D. Twiss, *Deputy Treasurer*



County Building

46 East Bridge Street

Oswego, New York 13126

Phone: (315) 349-8393

Fax: (315) 349-8255

4/17/23

INFORMATIONAL MEMORANDUM

Subject: RESOLUTION AUTHORIZING SALES OF PROEPRTIES FROM THE 2023 TAX PROPERTY AUCTION

Background: Seeking approval to transfer properties to the highest bidder from the 2023 Tax foreclosure Property Auction. Every property on attached sheet will be deeded over to the highest bidder in accordance with the real Property law. The online auction will take place on Friday June 9, 2023.

Recommendation: The Treasurer strongly recommends this request.

County Propety				
2023 Auction				
Index # C 2022-0643 & C 2022-0644				
Town of Albion				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-20-01	311	Fischer Martin C	1975 Mexico Street	104.06-02-10
Town of Amboy				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-22-01	210	Burke Robert, Taya	30 Nichols Road	179.00-01-11.06
2023-22-03	240	Meehan Dillon, Dougherty Amanda	50 Harry Bryant Road	196.00-01-15.05
2023-22-04	314	Morkos Nora S	State Route 183	196.00-03-18.02
Town of Boylston				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-24-01	322	Balderacchi Thomas Jr	Center Road	021.00-02-03.02
Town of Constantia				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-26-01	270	Auringer Robert J Jr, Debra	39 County Route 17	298.00-04-11
2023-26-02	210	Darrow Richard J	19 County Route 23	296.19-05-05
2023-26-03	210	Johnson Irrev Trust Kristopher L	13 Kibbie Lake Road	296.20-03-02
2023-26-04	270	Woods Joshua R	913 County Route 17	264.00-01-14.03
2023-26-05	314	Prunoske Rosemarie	Salt Road	279.00-02-24
2023-26-06	322	Van Deusen Phillip A Jennifer	County Route 65	246.00-02-17

Town of Granby				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-28-01	322	Lange Theodore C	County Line Road	300.00-05-07.1
2023-28-02	314	Vail Daniel	6 Water Run Drive	288.01-03-07
Town of Hannibal Village of Hannibal				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-30-01	210	LaMont Jefferson E Jr	360 Fulton Street	232.20-02-03
2023-30-02	210	LaMont Jefferson E Jr	362 Fulton Street	232.20-02-04
2023-30-03	210	O'Grady Jeanette	1048 Auburn Street	232.20-02-27
2023-30-04	270	Stone Thomas B	19 Mill Street	232.15-01-10
Town of Hannibal				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-30-05	210	Robertson Scott D	1107 County Route 3	233.00-05-11
2023-30-06	270	Tompkins Tim J	263-67 Brackett Rod	267.00-03-05.2
2023-30-07	322	Back Yard Entertainment	State Route 34	266.00-02-03.04
Town of Hastings				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-32-01	270	Kiesinger Dwayne	592 Baum Road	209.00-04-09.12
2023-32-02	270	Petrocci Emma	74 Little Canada Road	259.00-07-18
2023-32-03	210	St Andrew Eric	166 Seeber Road	208.00-05-11
2023-32-04	311	Barber Mallory R, Schmunk Sean	County Route 4	242.03-08-11.49
2023-32-05	314	Hager Alan R	120 Barker Road	242.03-02-25
2023-32-06	482	LaFlamme Tracey L	1955 US Route 11	208.01-08-12

2023-32-07	314	Wood Kathleen	Baum Road	243.03-02-30
Town of Mexico				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-34-01	270	Geddings Kevin L	176 Ladd Road	098.00-02-01.02
2023-34-02	210	Novak Jeff & Lindie	2309 State Route 104	136.00-04-10
2023-34-03	270	Rennie Ralph, Betty A	395 Pople Ridge Road	171.00-01-19.01
2023-34-04	270	Wolcik Richard Jr	5511 State Route 3	134.00-01-07.2
2023-34-05	314	Ryan John E, Sharen E	Dewey Road	116.00-03-07
Town of New Haven				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-38-01	270	Compeau Kris J	299 Hurlbut Road	151.00-01-33.16
2023-38-02	260	Manter Lloyd E, Dotter Robert	30 Sunrise Ave	114.00-01-06.93
2023-38-03	270	Williams Nancy J	4781 State Route 104	113.00-01-23.01
2023-38-04	314	Harrington Randy W	711 State Route 104B	098.00-01-51
2023-38-05	314	Kinsey Jesse	County Route 44	133.00-01-38.04
Town of Orwell				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-40-01	314	Romero Linda	Pennock Brook Drive W	064.04-06-22
Town of Oswego				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-42-01	312	Dunsmoor Joshua A	Hall Road	198.00-01-07.10
2023-42-02	314	Frey David	County Route 7	164.02-03-22.02

Town of Palermo				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-44-01	210	Heer Samuel, Lynda	36 Goutermout Drive	240.00-02-39.06
2023-44-02	210	LaPointe Danyaile K	20 Mapleleaf Lane	222.00-01-26.2
2023-44-03	280	Allen Jason	33-35 Dutchess Lane	205.00-04-22.12
2023-44-04	322	Dorn Adam	431 Island Road	222.00-03-05.01
2023-44-05	314	Waldron Mark	State Route 3	221.00-01-09
Town of Parish				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-46-01	210	Barton John Paul D	1660 County Route 26	176.00-01-12
2023-46-02	270	Crabtree Charles Jr	14 Bangall Road	173.00-01-02.1
2023-46-03	314	Johnson Arthur J Jr	County Route 11	209.00-02-06
2023-46-04	314	Mullen Scientific Software Inc	State Route 69	194.00-01-10.01
2023-46-05	314	Pritchard Eric, Leslie	State Route 104	137.00-02-04
Town of Redfield				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-48-01	210	Betts Scott D	28 Peter Mattison Trail	025.00-01-33.01
2023-48-02	260	Hart Rodney	35 Teachout Road	125.00-01-07.02
2023-48-03	322	Hart Rodney	23 Teachout Road	125.00-01-07.01
Town of Richland				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-50-01	314	Dunton Harlow W	Frank Lacey Road	101.00-05-20.1

2023-50-02	314	Norquest Robert, Dwight	Cobb Drive	050.00-03-02
Town of Schroepfel Village of Phoenix				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-54-01	220	Bouchard Anna L Estate	80 Bridge Street	304.17-03-16
Town of Schroepfel				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-54-02	210	Williams Alleecia	567 Gilbert Mills Road	255.00-01-05
2023-54-03	314	Houghtaling Helen	Godfrey Road	256.00-03-43.02
2023-54-04	422	Tassone Emilio, Peggy	702 County Route 10	291.04-01-03.01
2023-54-05	322	Tassone Emilio, Peggy	County Route 10	305.02-08-10
2023-54-06	311	Tassone Emilio, Peggy	Off County Route 10	291.04-01-03.02
2023-54-07	314	Williams Michael John	County Route 10	305.04-02-14
2023-54-08	314	Williams Michael John	County Route 10	305.04-08-36
Town of Scriba				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-56-02	314	Waldron Mark	Skyline Drive	129.17-01-02
Town of Volney				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-58-01	270	Castle 2020 LLC	138 Emery Road	254.00-02-25
2023-58-02	270	Donahue David	515 Silk Road	203.00-05-06
2023-58-03	210	Parker Al	2741 County Route 6	150.00-01-10.02
2023-58-04	314	Dubois Estate Leo, Eleanor	Howard Road	219.00-03-34.01

2023-58-05	314	Grange Hall	Emery Road	237.00-04-40
Town of West Monroe				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-60-01	210	Inman Kimberly	44 Milo Drive	260.00-01-29.05
Town of Williamstown				
Co Prop #	Class	Assessed Owner	Address	Tax Map Number
2023-62-01	270	Melin Timothy E & Dawn N	202 Base Bridge Road	141.00-01-27.01
2023-62-02	260	Pollastro Andrew F	3 Smith Lane Spur	123.03-02-73
2023-62-03	210	Tarbell Beth M	78 County Route 19	179.00-02-07.2

RESOLUTION NO.

May 11, 2023

**RESOLUTION ACCEPTING TITLE FROM THE OSWEGO COUNTY LAND
BANK CORPORATION AND CONVEYING A PORTION OF SAME TO
GREGORY PASKELL (2744-48 U.S. Route 11, Town of Mexico)**

By Legislator Holst:

WHEREAS, the County of Oswego has, heretofore, conveyed certain parcels of tax delinquent property in the Town of Mexico to the Oswego County Land Bank Corporation ("Land Bank") commonly known as County Tax Property 2021-34-02 and County Tax Property 2021-34-07 also known as 2744-48 U.S. Route 11 both now being under a merged tax map number (154.00-01-18.00); and

WHEREAS, one of those parcels former (Tax Map No.: 154.00-01-11.00) was also subsequently sold by the county that same year to Gregory Paskell of 89 Lacasse Road, Parish, New York 13131 at the county tax auction as the auctioneer was not aware of the prior recent conveyance to the Land Bank; and

WHEREAS, this created a cloud on the title held by the Land Bank and an issue for Mr. Paskell as well; and

WHEREAS, the Land Bank Board of Directors no longer wishes to retain the properties owned by it in light of the foregoing and the Land Bank and has authorized conveyance back to the County of Oswego which has or will soon occur; and

WHEREAS, the County Legislature hereby accepts said conveyance; and

WHEREAS, it is only fair to quitclaim whatever interest the county may have in and to the parcel previously conveyed to Mr. Paskell to clear any cloud on his title,

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

RESOLVED, that the county hereby accepts title from the Oswego County Land bank in and to the property described on Schedule A annexed hereto; and, it is further,

RESOLVED that the Chair of the Legislature be and is hereby authorized to execute a quitclaim deed to Gregory Paskell for only that portion of the property shown on Schedule A, former (Tax Map No.: 154.00-01-11) which parcel was previously sold to him at the county auction with the county paying any recording/filing fees due to the administrative error.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

SCHEDULE A

County Property No.: 2021-34-02
Serial No.: 19-3489-39
Location: 2744 US Route 11
Lot: 133 027-002-000
Size: 1.06 acres
Tax Map No.: 154.00-01-12
Assessed Value: \$74,400.00

County Property No.: 2021-34-07
Serial No.: 19-3489-38
Location: US Route 11
Lot: 133 400-055-000
Size: .86 acres
Tax Map No.: 154.00-01-11
Assessed Value: \$5,000.00

County Property No.: 2021-34-07
Serial No.: 19-3489-38
Location: US Route 11
Lot: 133 400-055-000
Size: .86 acres
Tax Map No.: 154.00-01-11
Assessed Value: \$5,000.00