OSWEGO COUNTY LEGISLATIVE AGENDA

Agenda-Regular Meeting
Thursday, April 09, 2026 at 07:00 PM
Chambers-Legislative Office Building 46 East Bridge Street Oswego, NY 13126

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1. 7:00 P.M. - PUBLIC HEARING

- Public Hearing Relative to Proposed County of Oswego Local Law Number 2 Of 2026 Entitled "A Local Law Establishing A Registry of Animal Abuse Offenders and Prohibiting Animal Ownership by Animal Abuse Offenders Within The County of Oswego"

- Public Hearing Relative to Proposed County of Oswego Local Law Number 3 of 2026 Entitled "A local Law Amending Local Law Number 4 of 2022 Permitting ATV Use on Certain County Roads"

2. 7:00 P.M.- CALL TO ORDER

- Roll Call — Clerk of the Legislature, Betsy Sherman-Saunders
- Invocation — Clerk of the Legislature, Betsy Sherman-Saunders
- Pledge of Allegiance — Legislators Paul Connolly and Lee B. Walker, Jr.

3. APPROVAL OF MINUTES

- Minutes of the Oswego County Legislature Regular Meeting on March 12, 2026

4. PROCLAMATION/RECOGNITION

- Proclamation-Child Abuse Prevention Month
- Proclamation-National Apprenticeship Week
- Proclamation-National Public Health Week
- Proclamation-Fair Housing Month

5. INTRODUCTION OF VISITORS

6. PUBLIC SPEAKERS ON RESOLUTIONS OF THE DAY

7. REPORTS

- Reports of County Officials
- Reports of Standing Committees
- Reports of Special Committees

8. RESOLUTIONS AND MOTIONS

1. GC-1 Resolution Authorizing the Execution of a Settlement Participation Agreement with Six Opioid Distributors or Dispensers on Certain Terms (Opioid Litigation)

2. GC-2 Resolution Creating One Position in the Public Defender's Office

3. GC-3 Resolution Deleting One Position in the Clerk of the Legislature Budget

4. PS-1 Resolution Authorizing the Execution of a New York Alert Use Agreement with the New York Office of Information Technologies Services

5. PS-2 Resolution Authorizing the Transfer of Certain Surplus Equipment to the Hastings Volunteer Fire Department, Inc.

6. PS-3 Resolution Authorizing the Creation of One Temporary Full Time Position in E911 Department

7. PS-4 Resolution Authorizing Transfer of Administration and Budget of Drone Coordinator Program from Emergency Management to E911

8. PS-5 Resolution Authorizing Budgetary Modification Sheriff's Office Transfer from Insurance Recovery (Treasurer's Office) To Automotive Equipment (Road Division)

9. PS-6 Resolution Adopting County of Oswego Local Law Number 2 Of 2026 Entitled A Local Law Establishing a Registry of Animal Abuse Offenders and Prohibiting Animal Ownership by Animal Abuse Offenders Within the County of Oswego

10. PS-7 Resolution Authorizing the Reclassification of Two Positions in the District Attorney's Office

11. HS-1 Resolution Awarding Professional Services Contract – RFP 25-MH-003 Court Based Mental Health Navigators

12. HS-2 Resolution for Budget Modification to Move Funding from the Division of Mental

Hygiene to Veterans Service Agency

13. HS-3 Resolution Authorizing Acceptance of Rental Supplement Program (RSP) Funds and Approving a Budget Modification for the Department of Social Services

14. EP-1 Resolution Appointing Members to the Oswego County Soil and Water Conservation District Board of Directors

15. EP-2 Resolution Authorizing Budgetary Modification Department of Workforce Development - Acceptance of Funds for Oswego Build

16. EP-3 Resolution Authorizing Budgetary Modification Department of Workforce Development for Continued Operations

17. EP-4 Resolution Authorizing the Acceptance of Capital 5311 Contract Award #C006029 And Establishing Capital Project CP#0126 For the Office of Mobility Management

18. EP-5 Resolution Authorizing the Transfer of Funds to Oswego County Housing Development Council to Support Drinking Water and Sewer Lateral Hookup Program

19. EP-6 Resolution Creating One Position in the Planning and Community Development Office - Telecommunications Program Administrator

20. EP-7 Resolution Authorizing the Transfer of Seven (7) Buses from Chenango County to Oswego County for the Office of Mobility Management

21. EP-8 Resolution Authorizing A Sponsorship Agreement For Promotional Services At The Nascar Craftsman Truck Series At Watkins Glen

22. EP-9 Resolution Authorizing Contract for Immediate Emergency Channel Dredging at Sandy Pond

23. HE-1 Resolution Authorizing Contract Approval- McGuinness 3-5 Preschool Special Education Software

24. HE-2 Resolution Accepting Funds from University of Washington for Climate Health and Risk Tool (CHaRT) Study

25. HE-3 Resolution Appointing Member to The Oswego County Board of Health

26. IT-1 Resolution Authorizing Expenditure from Highway and Automotive Equipment Reserve #146

27. IT-2 Resolution Amending Capital Project No. E0125 Oswego County Airport – Purchase A New Front-End Loader with Plow

28. IT-3 Resolution Authorizing the Execution of Amended Grant Offer at the Oswego County Airport

29. IT-4 Resolution Adopting County of Oswego Local Law Number 3 Of 2026 Entitled A Local Law Amending Local Law Number 4 Of 2022 Permitting ATV Use on Certain County Roads

30. IT-5 Resolution Authorizing Expenditure from Capital Reserve No. 21 – Building Renovation to Capital Project No. C0226 – DSS Roof Top Chiller Replacement

31. IT-6 Resolution Increasing Authorization of Capital Project No. C0225 – LOB Roof Top Chiller Replacement

32. IT-7 Resolution Authorizing Reclassification of One Position in the Department of Solid Waste

33. IT-8 Resolution Authorizing Budgetary Modification Department of Solid Waste Unappropriated Fund Balance to Landfill and Transfer Stations Other Equipment Account

34. IT-9 Resolution Authorizing Budgetary Modification Department of Solid Waste Unappropriated Fund Balance to Energy Recovery Facility Electrical Account

35. IT-10 Resolution Authorizing Contract Modification Amount Energy Recovery Facility Engineering Feasability Study

36. FP-1 Resolution Fixing Time and Place for a Public Hearing Relative to Proposed County of Oswego Local Law Number 4 Of 2026 Entitled A Local Law Imposing an Occupancy Tax Upon Short Term Rental Units Within the County of Oswego

37. FP-2 Resolution Urging The Governor And State Legislature To Address Rising Mandated Costs By Ensuring County Parity With Increased Municipal Aid

38. FP-3 Resolution Authorizing Counsel to Execute a Stipulation of Settlement to Settle Chapter 13 Bankruptcy Matter

39. FP-4 Resolution Authorizing the Oswego County Chairman of Legislature to Apply For, Accept and Expend Grant Funds from the Northern Borders Regional Commission (NBRC)

9. UNFINISHED BUSINESS

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10. MISCELLANEOUS BUSINESS

11. ADJOURNMENT

12. PUBLIC COMMENT PERIOD

DRAFT

OSWEGO COUNTY LEGISLATIVE MEETING

MINUTES - REGULAR MEETING **OSWEGO COUNTY, NEW YORK**

Date/ Time: March 12, 2026, at 2:00 p.m.
Location: Chambers – Legislative Office Building 46 East Bridge Street, Oswego, New York 13126

CALL TO ORDER

A Regular Meeting of the Oswego County Legislature was called to order at 2:02 p.m. by Chairman James Weatherup with the Clerk of the Legislature present.

Roll Call was taken with all legislator's present except Leg. Wilmott.

The invocation was given by the Clerk of the Legislature Betsy Sherman-Saunders, followed by the Pledge of Allegiance led by Legislators Martino and Schadt.

APPROVAL OF THE MINUTES

Minutes of the Oswego County Legislature Regular Meeting on **February 11, 2026,** were approved.

PROCLAMATIONS/RECOGNITIONS

Proclamation – Port City Fire Conference

Presentation – 250th Commemoration Flag with County Historian

INTRODUCTION OF VISITORS

None.

PUBLIC SPEAKERS ON RESOLUTIONS OF THE DAY

Karen Oakes –Spoke in favor of resolutions PS-4 and IT-4 and scheduling the public hearings for night meetings.

Sara Rice – Spoke in favor of PS-4 and the need for an animal abuse registry.

REPORTS

Reports of County Officials – Sheriff Hilton - spoke about the Animal Abuse Registry, thanked Investigator Smith and Legislator Connolly for their efforts and urged the Legisture to pass the resolution.
Sheriff's Investigator Smith - spoke about the need for an Animal Abuse Registry.
Chairman Weatherup - thanked Leg. Bombardo for attending the Downtown Revitalization Award Ceremony.
Reports of Standing Committees – None
Reports of Special Committees – Leg. Reehil congratulated Mobility Management on the Transportation Advisory Impact & Excellence Award.

Chairman Weatherup – State of the County

RESOLUTIONS AND MOTIONS

GC-1 Legislator Holst offered a resolution entitled, **RESOLUTION APPOINTING INDIVIDUALS TO THE OSWEGO COUNTY LAND BANK CORPORATION BOARD OF DIRECTORS**

Resolution 047 of 2026 adopted by a voice vote: Yes: 22 No: 0 Absent: 1 Abstain: 2 (Leg. Walker and Gilson abstained)

GC-2 Legislator Holst offered a resolution entitled, **RESOLUTION AUTHORIZING EXPENDITURE FROM THE DEVELOPMENT AND EFFICIENCY FUND RELATED TO ADVANCED NUCLEAR POWER PROPOSAL**

Resolution 048 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

PS-1 Legislator Connolly offered a resolution entitled, **RESOLUTION AUTHORIZING BUGETARY MODIFICATION FOR TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE) TO PROBATION DEPARTMENT AUTOMOTIVE SUPPLIES & RRPAIR**

Resolution 049 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

PS-2 Legislator Connolly offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION FOR THE PROBATION DEPARTMENT TO ACCEPT THE IGNITION INTERLOCK NON-INSTALLER RNFORCEMENT INITIATIVE GRANT**

Resolution 050 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

PS-3 Legislator Connolly offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S OFFICE TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE) TO AUTOMOTIVE SUPPLIES AND REPAIRS (ROAD DIVISION)**

Resolution 051 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

PS-4 Legislator Connolly offered a resolution entitled, **RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING RELATIVE TO PROPOSED COUNTY OF OSWEGO LOCAL LAW NO.2 OF THE YEAR 2026, ENTITLED, "A LOCAL LAW ESTABLISHING A REGISTRY OF ANIMAL ABUSE OFFENDERS WITHIN THE COUNTY OF OSWEGO"**

Leg. Connolly made a motion to amend the resolution to what was provided in the Legislative packet, Leg. Twiss seconds.

Motion **passed** by a voice vote: Yes: 24 No: 0 Absent: 1

Amended Resolution 052 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

HS-1 Legislator Solowy offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES, DIVISION OF MENTAL HYGIENE, TO ACCEPT ADDITIONAL NYS OFFICE OF MENTAL HEALTH (OMH) STATE AID FOR 2026**

Resolution 053 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

HS-2 Legislator Solowy offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES, DIVISION OF MENTAL HYGIENE,TO ACCEPT ADDITIONAL NYS OFFICE OF ADDICTION SERVICES AND SUPPORTS (OASAS) STATE AID FOR 2026**

Resolution 054 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

HS-3 Legislator Solowy offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES, TO ACCEPT A REDUCTION IN SAFE HARBOR FUNDING FOR 2026**

Resolution 055 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

EP-1 Legislator Chesbro offered a resolution entitled, **RESOLUTION APPOINTING DIRECTORS TO THE OSWEGO COUNTY CIVIC FACILITIES CORPORATION A LOCAL DEVELOPMENT CORPORATION UNDER NEW YORK NOT-FOR-PROFIT CORPORATION LAW 1411**

Resolution 056 of 2026 adopted by a voice vote: Yes: 23 No: 0 Absent: 1 Abstain: 1 (Leg. Chesbro abstained)

EP-2 Legislator Chesbro offered a resolution entitled, **RESOLUTION DECLARING THE INTENT OF THE COUNTY OF OSWEGO TO ACT AS LEAD AGENCY FOR THE PURPOSES OF SEQRA CONCERNING THE COUNTY ROUTE 89 SHORELINE STABILIZATION PROJECT**

Resolution 057 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

EP-3 Legislator Chesbro offered a resolution entitled, **RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION UNDER ECL §11-2101 (SALMON RIVER – 2A LOT – COMPACTOR POOL)**

Resolution 058 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

EP-4 Legislator Chesbro offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF WORKFORCE DEVELOPMENT – ACCEPT ADDITIONAL REVENUE FOR NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION)**

Resolution 059 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

EP-5 Legislator Chesbro offered a resolution entitled, **RESOLUTION AUTHORIZING A BUDGETARY MODIFICATION TO INCREASE STOA REVENUE APPROPRIATIONS FOR THE OFFICE OF MOBILITY MANAGEMENT**

Resolution 060 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

EP-6 Legislator Chesbro offered a resolution entitled, **RESOLUTION AUTHORIZING THE EXECUTION OF VARIOUS MAKE READY APPLICATIONS IN CONNECTION WITH THE BROADBAND PROJECT AND WAIVING THE COUNTY'S PROCUREMENT POLICY IN CONNECTION THEREWITH**

Leg. Chesbro made a motion to amend the resolution to the copy provided prior to the meeting, Leg. Twiss seconds.

Motion **passed** by a voice vote: Yes: 24 No: 0 Absent: 1

Amended Resolution 061 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

EP-7 Legislator Chesbro offered a resolution entitled, **RESOLUTION CREATING ONE POSITION IN THE OFFICE OF MOBILITY MANAGEMENT**

Resolution 062 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

HE-1 Legislator House offered a resolution entitled, **RESOLUTION ACCEPTING ARTICLE 6 YEAR 13 INCENTIVE FUNDS**

Resolution 063 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

HE-2 Legislator House offered a resolution entitled, **RESOLUTION ACCEPTING NEW YORK STATE ASSOCIATION OF COUNTY HEALTH OFFICIALS CLIMATE MINI-GRANT**

Resolution 064 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

IT-1 Legislator Walpole offered a resolution entitled, **RESOLUTION TO DELETE ONE TEMPORARY PART-TIME POSITION IN THE BUILDINGS & GROUNDS DEPARTMENT**

Resolution 065 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

IT-2 Legislator Walpole offered a resolution entitled, **RESOLUTION ISSUING A CREDIT TO THE OSWEGO COUNTY LAND BANK CORPORATION FOR TIPPING FEES**

Resolution 066 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

IT-3 Legislator Walpole offered a resolution entitled, **RESOLUTION AUTHORIZING BUDGET MODIFICATION INFORMATION TECHNOLOGY NEW CAPITAL PROJECT TO FUND VARIOUS TECHNOLOGY PROJECTS**

Resolution 067 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

IT-4 Legislator Walpole offered a resolution entitled, **A RESOLUTION FIXING TIME AND PLACE FOR A PUBLIC HEARING RELATIVE TO PROPOSED COUNTY OF OSWEGO LOCAL LAW NUMBER 3 OF 2026 ENTITLED "A LOCAL LAW AMENDING LOCAL LAW NUMBER 4 OF 2022 PERMITTING ATV USE ON CERTAIN COUNTY ROADS"**

Resolution 068 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

Leg. Martino made a motion to waive the rules for resolution EP-8 only, Leg. Twiss seconds.

Motion **passed** by a voice vote: Yes: 24 No: 0 Absent: 1

EP-8 Legislator Chesbro offered a resolution entitled, **RESOLUTION APPROVING THE EXECUTION OF AN AMENDMENT TO A PROFESSIONAL SERVCIES AGREEMENT WITH TRC ENGINEERS, INC. REGARDING FIXED FEE OPTICAL DESIGN SERVICES (OSWEGO COUNTY BROADBAND NEWTWORK)**

Resolution 069 of 2026 adopted by a voice vote: Yes: 24 No: 0 Absent: 1

UNFINISHED BUSINESS

None.

MISCELLANEOUS BUSINESS

Leg. Taylor discussed the need for bus services for people who no longer can get around and possibly lack the capabilities of using the app for mobility management.

ADJOURNMENT

Legislator Kline made a motion to adjourn, Leg. Walker seconds.

Vote: Unanimous, motion carried

Legislature adjourned at 2:44 p.m.

PUBLIC COMMENT PERIOD

Margaret Meldrim – Spoke in favor of the Sheriff's Department working with federal immigration agencies.

John McDairmant –Spoke about opposing the war in Iran and that the Sheriff should decide what agencies the department works with.

James Sprague – Code Enforcement Officer, spoke about an issue with properties that have squatters paying tax bills and staying on land they do not own.

Patty Familo – Spoke about the need for a No Collusion policy and the federal cuts that will be impacting the county.

Jim Cannon – Spoke about the generational debt in Oswego County and the need for establishing a poverty task force.

Danielle Monahan – Spoke about the MAS system and the need for non-ambulatory transport services in Oswego County.

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Betsy Sherman-Saunders
Clerk of the Legislature

DRAFT

AGENDA# GC-1

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT PARTICIPATION AGREEMENT WITH SIX OPIOID DISTRIBUTORS OR DISPENSERS ON CERTAIN TERMS (OPIOID LITIGATION)

By Legislator David Holst:

WHEREAS, the County of Oswego has, heretofore, retained Simmons Hanly Conroy to sue and pursue various manufacturers and distributors of opioids and the county is involved in litigation regarding same; and

WHEREAS, a proposed, national opioid settlement has been reached with Six Remnant Defendants which are regional distributors/dispensers, *to-wit*: Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (hereinafter "Six Remnant Defendants"); and

WHEREAS, there is one settlement agreement covering the combined settlement with the Six Remnant Defendants; and

WHEREAS, this settlement opportunity will resolve all of Oswego County's claims or potential claims against each of the above-named companies in one participation agreement; and

WHEREAS, it is anticipated that the settlements will provide up to $97,625,000.00 in cash to eligible entities such as local governments across the country for purposes of abating the opioid epidemic with the county's share of the settlement to be calculated according to a formula; and

WHEREAS, a resolution is both necessary and desirable; and

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

RESOLVED, that this body hereby authorizes the participation of the County of Oswego under the Combined Subdivision Participation Agreement with the Six Remnant Defendants; and it is further

RESOLVED, that the Chair of the Legislature, the Vice Chair of the Legislature, the County Administrator and/or the County Attorney be, and are hereby, authorized to execute a Combined Subdivision Participation Agreement and Release Form with the foregoing

companies any related documents or certifications on behalf of the County of Oswego to approve and participate in same.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Oswego County, NY
Reference Number: CL-2026163

THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined $97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:
https://nationalopioidsettlement.com

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to "opt in" to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: *dse_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



AGENDA# GC-2

RESOLUTION NO.

April 9, 2026

RESOLUTION CREATING ONE POSITION IN THE PUBLIC DEFENDER'S OFFICE

By Legislator David Holst:

WHEREAS, the Public Defender's office has experienced significant increase in the volume of discovery and case materials received; and

WHEREAS, current support staffing levels do not fully support the demands of processing this increased volume, and creating an additional full-time position of Typist will provide essential attorney support, and enhance operational efficiency; and

WHEREAS, the typist position will support attorneys with their caseloads and ensure compliance with NYS Indigent Legal Services reporting requirements; and

WHEREAS, this position will be funded with grant funds received from NYS DCJS which have thus far been received on an annual basis; and

NOW, THEREFORE, upon the recommendation of the Government and Courts Committee with the approval of the Finance and Personnel Committee of this body, be it

RESOLVED, that one full-time position of Typist, Grade 3, CSEA COOP Bargaining Unit, be created in the Public Defender's Office; and be it further

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

BRADLEY A. JANSON, ESQ.
PUBLIC DEFENDER

OSWEGO COUNTY
PUBLIC DEFENDER'S OFFICE

74 BUNNER STREET
OSWEGO, NEW YORK 13126
(315) 746-4210
www.oswegocountyny.gov

TO: **Philip Church, County Administrator**
FROM: **Bradley A. Jason, Public Defender**
DATE: **03/16/2026**
RE: **Personnel Request – One Additional Typist**

INFORMATIONAL MEMORANDUM

SUBJECT:
Request for a new Typist position in the Public Defender's Office.

BACKGROUND:
The Public Defender's Office represents indigent individuals within the County of Oswego. Since the office first began taking cases in July of 2023, the number of new cases assigned has significantly increased. An additional typist is being requested to assist with the increased volume of discovery and case materials that require processing.

FISCAL IMPACT:
The cost to add one additional typist position is $35,314. This position will be paid for using existing grant funding received from NYS DCJS, so there will be no net impact for 2026.

RECOMMENDATION:
Approve this personnel request adding one additional Typist position to the Public Defender's Office.

POSITION REQUEST/DELETE BUDGET FORM

HR Approved:_____

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

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

   b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: ____ Fringe Reimbursed: ☐ Yes ☐ No

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

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).

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

MSD 222

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	**DIVISION, UNIT, OR WORK SECTION**	**LOCATION OF POSITION**

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:

PERCENT OF WORK TIME	
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION

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** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type):

Essential knowledge, skills and abilities:

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: **Title:** **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:**

AGENDA #GC-3

RESOLUTION NO.

March 12, 2026

RESOLUTION DELETING ONE POSITION IN THE CLERK OF THE LEGISLATURE BUDGET

By Legislator David Holst:

WHEREAS, the Part Time Typist position is listed in the Clerk of the Legislature's budget under salaries and wages; and

WHEREAS, there is no budgeted amount for this position, and it is not needed at this time; and

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

RESOLVED, that position #104024701, Part Time Typist, be deleted; and be it further

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OFFICE OF THE CLERK OF THE LEGISLATURE

Betsy Sherman-Saunders
Clerk of the Legislature
315-349-8247

46 East Bridge Street
Oswego, New York 13126
315-349-8237 fax

April 9, 2026

Informational Memorandum

Purpose: Delete position #104024701, Part Time Typist

Summary: There is no budget amount for this position, and it is not needed at this time.

Recommended Action: The department recommends the position #104024701, Part Time Typist be deleted from the salaries and wages line of the budget

POSITION REQUEST/DELETE BUDGET FORM

HR Approved:_____

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

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

   b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: ____ Fringe Reimbursed: ☐ Yes ☐ No

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

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).

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

MSD 222

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	**DIVISION, UNIT, OR WORK SECTION**	**LOCATION OF POSITION**

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:

PERCENT OF WORK TIME	
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION

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** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type):

Essential knowledge, skills and abilities:

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: **Title:** **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:**

AGENDA# PS-1

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE EXECUTION OF A NEW YORK ALERT USE AGREEMENT WITH THE NEW YORK OFFICE OF INFORMATION TECHNOLOGIES SERVICES

By Legislator Paul Connolly:

WHEREAS, the State of New York presently uses Everbridge Emergency Alert system for NY Alert; and

WHEREAS, the New York State Office of Information Technology Services presently provides access to the Everbridge Emergency Alert system at no cost to the county; and

WHEREAS, the Emergency Management Office will use this system to send emergency notifications to groups for situations such as Emergency Operations Center (EOC) activations and emergency notifications to county employees for delays and building closures; and

WHEREAS, Everbridge will also serve as a backup method for sending emergency alerts to the public through individuals enrolled in NYAlert and through the Integrated Public Alert and Warning System (IPAWS); and

WHEREAS, this could also be used as a backup system for the E-911 Center which presently uses Hyper-Reach to send notifications to landline phones; and

WHEREAS, a resolution is both necessary and desirable; and

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

RESOLVED, that the Chair of the Legislature, or designee, be and is hereby authorized to execute the annexed NY Alert Use Agreement with the New York State Office of Information Technologies Services and any ancillary agreements regarding IPAWS with the Federal Emergency Management Agency as may be necessary for NY Alert.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE
Phone (315) 591-9150
Fax: (315) 591-9176
COUNTY OFFICE BUILDING – 200 NORTH 2ND STREET, FULTON, NY 13069

Cathee Palmitesso, Director
Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: March 30, 2026

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

From: Cathee Palmitesso, Director

Subject: Authorization to Execute Memorandum of Understanding (MOU) with New York State ITS for Everbridge Emergency Mass Notification System

Purpose:

Request approval for the County to enter into a Memorandum of Understanding (MOU) with the New York State Information Technology Services (NYS ITS). This agreement will allow the County to use the Everbridge emergency notification system at no cost.

This system will be used to send emergency notifications to groups for situations such as Emergency Operations Center (EOC) activations and emergency notifications to County employees. It will also serve as a backup method for sending emergency alerts to the public through individuals enrolled in NYAlert and through the Integrated Public Alert and Warning System (IPAWS).

Background:

New York State ITS provides local governments across the state with access to the Everbridge notification platform. Everbridge is a widely used system that allows authorized agencies to quickly send emergency messages to the public through several communication methods, including mobile alerts, text messages, email, phone calls, and public alerting systems.

Oswego County's E911 Center currently uses the Hyper-Reach system to send emergency alerts to the public. Hyper-Reach allows the county to send notifications to landline phones and to people who have signed up for alerts, providing broad emergency communication coverage across the county. Everbridge could be used as a backup if Hyper-Reach becomes unavailable.

Through this agreement, the County will also be able to connect Everbridge to the federal Integrated Public Alert and Warning System (IPAWS), which is managed by FEMA. IPAWS allows authorized agencies to send emergency alerts through systems such as the Emergency

Alert System (EAS), Wireless Emergency Alerts (WEA), and other public communication networks.

In addition to public alerts, Everbridge can be used for internal notifications. For example, it can notify staff about Emergency Operations Center (EOC) activations, facility closures, or other important operational messages. The Emergency Management Office currently pays approximately $4,000 per year for a separate platform that provides similar internal notification services, so this agreement would result in immediate cost savings.

Benefits

Entering this MOU would provide several benefits to the County and its residents:

- No Cost to the County: The Everbridge platform is provided by New York State at no cost to participating local governments. The current system used for staff notifications costs approximately $4,000 per year.
- Maintains Current Capabilities: Replacing the current $4,000 system with Everbridge would allow the Emergency Management Office to maintain internal staff notification capabilities while also adding a backup system for IPAWS
- Enhanced Emergency Communications & Public Safety: The system allows for rapid distribution of emergency alerts during events such as severe weather, evacuations, hazardous material incidents, missing persons alerts, and other public safety threats.
- Multiple Alert Methods: Notifications can be sent through Wireless Emergency Alerts (WEA), text messages, phone calls, email, and web notifications, helping reach more residents.

Recommended Action:

The Emergency Management Office recommends approval of this Memorandum of Understanding so the County can begin using the Everbridge emergency notification system and integrate with IPAWS.

NY-ALERT USE AGREEMENT

Between

_____

And

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into between the State of New York (hereinafter "the State" or "NYS"), acting by and through the New York State Office of Information Technologies Services ("ITS"), having its principal place of business at: Empire State Plaza, Swan Street Building, Core 4, 1st Floor, Albany, NY 12223 and _____ ("Entity" or "Authorized Entity") located at: _____, collectively referred to as the "Parties."

I. Purpose

The purpose of this Agreement is to set forth the conditions, terms and respective responsibilities of the Parties with respect to the utilization of the New York State Mass Alert Notification System ("NY-Alert"). NY-Alert provides an Authorized Entity the ability to send emergency and safety related messaging to targeted recipients.

Entities that partner with ITS for use of NY-Alert may develop specific policies and procedures that meet the identified needs of their Entity, so long as the procedures do not deviate from, dilute or contradict the terms and conditions contained within this Agreement.

II. Procedures for Obtaining Authorization to Access NY-Alert

Attachment 1, PROCESS FOR NY-ALERT INTEGRATION and APPROVAL, outlines the procedures that an Entity must follow in order to get authorization to access NY-Alert.

III. Definitions:

a. Authorized Entity: An entity that has been granted approval to access and use NY-Alert by ITS.
b. Notifier: A person who has been designated by an Authorized Entity to create Notifications within NY-Alert on behalf of that Authorized Entity.
c. Notification: A message, press release or alert.
d. Notification Group: A collection of Subscribers or enrollees to NY-Alert designated to receive Notifications disseminated by an Authorized Entity (*e.g.*, parents of a student enrolled in a school district).
e. Private Notification: A Notification provided by an Authorized Entity to a targeted audience within their organization (*e.g.*, a Notification by a school or college campus alerting their students of a closing due to inclement weather).
f. Private Organization: An Authorized Entity who has not been approved to provide Public Safety Alerting.
g. Public Safety Alert: An alert issued by a Public Safety Organization before, during and after an emergency, critical incident or event (whether natural or technological) (*e.g.*, Notifications for evacuations, sheltering in place, Haz-Mat release, etc.).
h. Public Safety Organization: A State and/or local government organization responsible for public safety (*e.g.*, Emergency Management Offices, Police Departments, Fire

Departments) and approved by the New York State Division of Homeland Security to send Public Safety Alerts.

i. Subscriber: An individual who or entity that registers through the NY-Alert public portal to receive Notifications.

IV. Obligations and Responsibilities:

- NY-Alert shall not be used in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- Use of NY-Alert shall comply with all applicable security policies and procedures of ITS, including the ITS Policy on Acceptable Use of Information Technology (IT) Resources. ITS security policies and procedures can be found at: https://www.its.ny.gov/eiso/policies/security.
- NY-Alert shall only be used in the performance of Entity's official duties and for the purposes indicated in this Agreement.
- NY-Alert shall not be used for any political purpose or for financial or personal gain.
- NY-Alert shall not be used to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation.
- NY-Alert shall not be used to impersonate or attempt to impersonate another person or entity, including by utilizing another person's identification, password, account name or persona without authorization from that person.
- NY-Alert shall not be used in any manner that could disrupt, disable, overburden, damage, or impair the service, including the ability to send timely Notifications through the service, using various means including overloading, "flooding," or denial of service attacks.
- NY-Alert shall not be used for any unauthorized activities. Such use could result in a verbal or written warning, loss of access rights, and/or criminal or civil prosecution. This list of possible penalties is not exhaustive.

The Authorized Entity shall be responsible for:

- Designating a Point-of-Contact ("POC"): The Authorized Entity shall designate a lead POC and secondary alternate POC who will be approved to provide all authorizing signatures and permissions for the internal structuring and use of NY-Alert by that Authorized Entity (*see* Attachment 2);
- Establishing policies that provide a person with Notifier status while restricting his or her ability to independently determine the need for and/or the ability to create and transmit an Alert or Notification absent Notifier supervisory direction (*e.g.*, dispatcher, office support personnel);
- Being responsible for insuring that those individuals identified as having Notifier status understand and agree to the terms of this Agreement; and
- Being responsible for the use of NY-Alert by their designated Notifiers and hold the State harmless for any misuse of NY-Alert by those designees.

The Authorized Entity POC shall be responsible for:

- Identifying the persons who should be granted Notifier status, including their names, email addresses and telephone numbers, and submitting that list of requested designees to NY-Alert for credentials and password issuance;
- Approving the establishment of all Notification Groups within their organization;

- Maintaining accurate Notification Groups including, but not limited to, adding personnel and relevant contact information, deleting personnel, creating additional Notification Groups, assigning personnel to newly created Notification Groups, and importing/updating this information into the NY-Alert database; and
- Reapplying for authorization when a Notifier is replaced. Authorization is not provided *Ex Officio*.

The Notifier shall be responsible for:

- Receiving training in connection with his or her use of NY-Alert by the Authorized Entity's POC and/or ITS NY-Alert personnel (NY-Alert credentials and passwords will be issued after successful completion of the training);
- Applying remote access security as it relates to his or her use of NY-Alert;
- Not transferring or sharing his or her account or password information;
- The use of NY-Alert by anyone accessing NY-Alert through his or her credentials;
- The proper use of NY-Alert and the accuracy of the content of all Notifications transmitted; and
- Notifying ITS NY-Alert personnel immediately, if the they become aware of any unauthorized use of his or her account or password.

V. Operations

1. Authorized Entities are encouraged to test their Notification Groups on a monthly basis. Testing should be limited to email and/or SMS text messaging Notification Channels (see Attachment 3). While there is no prohibition on using the Voice Notification channels (Mass Dialers and Reverse 911), use of these channels should be reserved for actual life/safety purposes.
2. Limited to County Authorized Entities - Reverse 911 Notification Channels are only available to Public Safety Organizations which are granted Public Safety Alerting permission by the New York State Division of Homeland Security and Emergency Services ("DHSES"). This is NOT an "opt-in" service. County Emergency Management Offices may receive periodic directory updates from the Local Exchange Companies (*i.e.*, telephone companies) for emergency contacting purposes. Counties participating in NY-Alert are encouraged to import this data into NY-Alert on an annual basis (minimally) to maintain an accurate profile of their resident's telephone numbers. NY-Alert will accept up to a maximum of four imports per calendar year from participating counties. Residents may "opt-out" by contacting NY-Alerts and requesting their telephone number be removed.
3. Organizations requiring Public Safety Alerting capability must submit Attachment 3, Request for NY-Alert Public Safety Alerting Authority, to DHSES for approval and authorization. Upon approval, DHSES will notify ITS NY-Alert to grant Public Safety Alerting permissions.
4. ITS personnel <u>will NOT</u> disseminate any Public Safety Alerts or Notifications.
5. Municipal Governance: NYS recognizes the County as the lead agency for public safety within its jurisdiction. As such, ITS will defer to the County POC for municipalities requesting NY-Alert capability. Counties may elect to create the municipality as an Authorized Entity within their structure or direct ITS to set-up the municipality as an independent Authorized Entity. In situations where the County does not participate in NY-

Alert, ITS will create the municipality as an independent Authorized Entity[1].

VI. Consideration:

This is not a funds obligating Agreement. Neither Party is bound to take any action or fund any initiative. This Agreement does not authorize financial expenditures by ITS.

There is no charge to the Entity for the use of NY-Alert. The Entity is responsible for all costs related to providing their users with access to NY-Alert via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related costs.

VII. New York State Appendix A - Standard Terms for State Contracts:

New York State Appendix A-Standard Clauses for All New York State Contracts ("Appendix A") is incorporated by reference (http://ogs.ny.gov/About/appendixa.asp) hereto and made part hereof. Notwithstanding the foregoing, the Parties expressly acknowledge that due to the legal nature of the Entity not all Appendix A terms may be applicable.

VIII. Term:

This Agreement shall commence on the date executed by the Entity and shall remain in effect until such time as this Agreement is terminated in accordance with the following provisions:

a. Voluntary termination shall take effect upon ninety (90) days prior written notice to the other party.

b. Termination for cause shall take effect immediately, at the discretion of ITS, if it is determined that the Entity has failed to abide by the terms of this Agreement.

Upon termination, **all** system access privileges will be immediately revoked.

IX. Records Retention

The Entity shall continue to own all of its information, data, and records. NY-Alert is not to be used as an archival service. ITS is not responsible for meeting the Entity's records retention responsibilities under the New York State Arts and Cultural Affairs Law or any other applicable statute. ITS will ensure all generated Notifications will be available online for a minimum of thirty (30) days. It is the responsibility of the Entity to determine whether a generated Notification is an agency record for purposes of compliance with the law and make the appropriate arrangements to preserve such record off of the NY-Alert system.

X. Public Information

Disclosure of items related to this Agreement shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law ("FOIL") which is contained in Section 87 of the Public Officers Law. The State shall take reasonable steps to protect from public disclosure any of the records relating to this Agreement that are otherwise exempt from disclosure under that statute.

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[1] The Sewage Pollution Right to Know (SPRTK) Law of 2013 requires operators of Municipal Waste Water Treatment Facilities (i.e. Publicly-Owned Treatment Works [POTWs] and Publicly-Owned Sewer Systems [POSSs]) to report certain instances of untreated or partially-treated sewage discharges to NYS DEC and health authorities. Public notifications are disseminated via NY-Alert. This process is governed by NYS Department of Environmental Conservation.

XI. Intellectual Property Rights

All text, software (including source and object codes), visual, oral or other digital material, photographs, information, data, graphics and all other content of any description included in the services, including any communications, (collectively, the "Content"), and all copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the services and the Content (collectively, the "Intellectual Property") are owned by NYS or by our licensors, and are protected by copyrights, trademarks, service marks, international treaties or other proprietary rights and laws of the United States of America ("U.S."). The services and the Content are also protected as a collective work or compilation under U.S. copyright and other laws and treaties. No Content or Intellectual Property may be copied, modified, published, broadcast, or otherwise distributed without ITS's prior written consent. ITS may withhold consent for any reason it deems appropriate.

The Entity may only use NY-Alert, the Content, and the Intellectual Property as expressly permitted by this Agreement and for no other purposes.

The Entity may not use any of ITS trademarks, trade names or service marks in any manner that creates the impression that such names and marks belong to, or are associated with, the Entity or are used with ITS consent, and the Entity acknowledges that it has no ownership rights in and to any of these names and marks. All present and future rights in, and title to, NY-Alert (including database rights and the right to exploit the services and any portions of the services over any present or future technology) are reserved to ITS for our exclusive use.

XII. Authorized Third Parties

Some of the websites used by NYS are hosted externally, on behalf of NYS, by contractors using webpages that are designed to look and feel like they are part of the NY.GOV domain. NYS utilizes a third party's capabilities to provide the NY-Alert service. ITS reserves the right to allow third parties to provide any necessary services to us and/or to the Entity to enable ITS to provide the services.

XIII. Release

The Entity hereby irrevocably and unconditionally releases NYS (and its officers, employees, agents, successors and assigns) from any and all claims for damages (actual or consequential), costs or expenses of any kind or nature whatsoever that Entity may have against NYS (and its officers, employees, agents, successors and assigns) arising out of or in any way related to or in connection with the use of NY-Alert.

XIV. Disclaimers

ITS is providing NY-Alert "as is" ITS does not provide any warranty whatsoever, whether express, implied, or statutory, including, but not limited to, any warranty of merchantability or fitness for a particular purpose or any warranty that NY-Alert will be error-free. In no respect shall ITS incur any liability for any damages, including direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to Entity's use of NY-Alert.

XV. Indemnity

The Entity agrees to indemnify, defend and hold NYS harmless from any and all claims or suits

(including, without limitation, reasonable legal fees and expenses) that arise out of Entity's breach of this Agreement, use of NY-Alert, or violation of any law or the rights of a third party.

XVI. Nonperformance

If for any reason, ITS or any contractors and/or subcontractors engaged in the provision of services to this Agreement fail to perform in their agreements with ITS which results in ITS' inability and/or degraded ability to deliver the NY-Alert, then ITS' liability to the Entity shall be limited solely to the return of any consideration paid.

XVII. Cancellation of Previous Agreement

This Agreement cancels and supersedes any previously signed agreement between the Entity and NYS regarding the use of NY-Alert.

XVIII. Modification of Agreement

This Agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

XIX. Transferability and Assignment

This Agreement cannot be transferred or assigned by the Entity except with the written consent of the ITS.

XX. Entire Agreement

It is expressly understood and agreed that this Agreement embodies the entire agreement between the Parties regarding the Agreement's subject matter.

XXI. Acknowledgement and Agreement

The Entity understands that the terms of this Agreement are a condition of the initial and continued access and use of the NY-Alert service and agrees to all the terms and conditions in this Agreement.

ENTITY NAME: _____

AUTHORIZED SIGNATORY: _____

NAME (print): _____

TITLE: _____

DATE: _____

ATTACHMENT 1

PROCESS FOR NY-ALERT INTEGRATION and APPROVAL

- Parties will discuss the NY-Alert functionality and potential use.
- ITS NY-Alert will provide to the Entity the Agreement for Use of NY-Alert.
- Entity's authorized signatory executes the Agreement, before a notary public, and returns the executed Agreement to ITS NY-Alerts Unit at nyalertsupport@its.ny.gov . In the email subject line please include the name of your entity (*e.g.*, NY-Alert Agreement – NYS DOT, NY-Alert Agreement – Niagara County, etc.).
- Entity completes the POC Assignment form (Attachment 2), executed by the Entity's authorized signatory, and returns the completed form to ITS NY-Alert at nyalertsupport@its.ny.gov.
- If applicable, Entity Executive completes the Request for Public Safety Alerting Authority (Attachment 3) and submits the completed form to DHSES Office of Emergency Management ("OEM") for approval.
- POC provides ITS NY-Alert with a list of requested Notifiers which includes his or her:
    - Name
    - Position/Rank/Title
    - Office Address
    - Mobile #
    - Email Address
- ITS NY-Alert provides Alert/Notification Training to the initial designated Notifiers.
- An Authorized Entity's POC develops Notification Group(s) (utilizing .csv format) and provides the recipient list(s) to ITS NY-Alert (including the name of the group(s) and all needed data) or ITS NY-Alert will provide the Authorized Entity with the ability to import their Notification Group directly into NY-Alert.
- ITS NY-Alert generates an initial Notification Group(s) and notifies POC when completed.
- ITS NY-Alert provides access credentials to Notifiers.

ATTACHMENT 2

NY-ALERT ENTITY POINT-OF-CONTACT ASSIGNMENT

Please complete the following form and return it to ITS NY-Alert at nyalertsupport@its.ny.gov. Upon receipt, ITS NY-Alert will contact the identified POC to complete the process of granting access to NY-Alert to your Entity.

ENTITY: _____

1) PRIMARY POINT OF CONTACT: _____
POSITION/RANK/TITLE: _____
TELEPHONE: _____
MOBILE #: _____
OFFICE ADDRESS: _____
_____
_____
EMAIL ADDRESS: _____

2) ALTERNATE POINT OF CONTACT: _____
POSITION/RANK/TITLE: _____
TELEPHONE: _____
MOBILE #: _____
OFFICE ADDRESS: _____
_____
_____
EMAIL ADDRESS: _____

ENTITY's AUTHORIZED SIGNATORY

SIGNATURE: _____
NAME (print): _____
TITLE: _____
DATE: _____

ATTACHMENT 3

REQUEST FOR NY-ALERT
PUBLIC SAFETY ALERTING AUTHORITY

NOTE: ONLY FOR ENTITIES REQUIRING PUBLIC SAFETY ALERTING AUTHORITY

Please complete the following form and return the form to NYS DHSES OEM at dhses.sm.nys.watchcenter@dhses.ny.gov. Upon approval, DHSES will forward a copy of the approved form to ITS NY-Alert at nyalertsupport@its.ny.gov.

REQUESTING ENTITY: _____

JURISDICTION REQUESTED: _____

NOTIFICATION CHANNELS REQUESTED:

- EMAIL_____
- SMS TEXT _____
- VOICE: MASS DIALERS _____ REVERSE 911 ____
- FACSIMILE _____
- TWITTER _____
- FACEBOOK _____
- RSS FEEDS* __X___
- WEBSITE POSTING* __X___
- SMARTPHONE APP (iOS and ANDROID) * __X___

(* These channels are automatically enabled)

Note: IPAWS/CMAS/WEA channel is available but requires FEMA pre-approval, credentials and specific training before activation.

ENTITY EXECUTIVE

NAME: _____
POSITION/RANK/TITLE: _____
TELEPHONE: _____
MOBILE #: _____
OFFICE ADDRESS: _____
_____
_____
EMAIL ADDRESS: _____
SIGNATURE: _____
DATE: _____

APPROVED BY NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, OFFICE OF EMERGENCY MANAGEMENT:

NAME: _____
POSITION/RANK TITLE: _____
DATE: _____
SIGNATURE: _____

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

IPAWS MEMORANDUM OF AGREEMENT (MOA) APPLICATION

OMB Control No. 1660-0140
Expires: 11/30/2018

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. This collection of information is mandatory. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, Paperwork Reduction Project (1660-NEW). **NOTE: Do not send your completed form to the above address.**

PRIVACY NOTICE

Authorities: Executive Order 13407,"Public Alert and Warning System"
Purpose: FEMA is collecting this information to assess an entity's eligibility to use FEMA's Integrated Public Alert and Warning System (IPAWS), and to provide access to specific members of the requesting entity to facilitate access to IPAWS.
Routine Uses: The information will be used by and disclosed to DHS personnel or other agents who need the information to assist in activities related to the use of IPAWS. The information on this form may be disclosed as generally permitted under the Privacy Act of 1974, as amended (5 U.S.C. § 552). This includes using this information as necessary and authorized by the routine uses published in DHS/ALL-004 General Information Technology Access Account Records System (GITAARS) (September 29, 2009, 74 Fed. Reg. 49,882, and upon written request, by agreement, or as required by law.
Disclosure: Furnishing this information is voluntary; however, failure to furnish the requested information may delay or prevent DHS/FEMA from providing the requested access to its IPAWS system.

Instructions for Organizations Applying for Access to IPAWS-OPEN

1. Review the following eligibility criteria to determine if your organization and interoperable software system qualify for access to IPAWS-OPEN:

- State, local, tribal, territorial, or federal governmental organization of the United States.
- The interoperable software developer has executed an MOA with FEMA for system testing. See the IPAWS-OPEN Developers list posted at http://www.fema.gov/library/viewRecord.do?id=5670.

2. If your organization and interoperable software system meet the criteria, complete the Memorandum of Agreement (MOA) application form and return to ipaws@fema.dhs.gov. Please indicate "Operational COG Application" in the subject line of your email.

3. Notes on the MOA Application

a. Name of Sponsoring Eligible Organization: This organization must meet the eligibility criteria above and be responsible for ensuring the provisions of the MOA and accompanying Rules of Behavior are enforced. A Collaborative Operating Group (COG) is a term used by IPAWS to designate an organization that is responsible for coordinating emergency management or incident response activities. A COG may have members from multiple organizations (e.g., a regional mutual aid organization); however, an official Sponsoring Organization must execute the MOA on behalf of the COG membership.

b. Name and Title of individual who will sign the MOA on behalf of the Sponsoring Organization: The person who will execute the MOA on behalf of the Sponsoring Organization should be an individual who has the authority to enter agreements with the United States government on behalf of the organization.

c. Primary Point of Contact Information: This information pertains to the individual completing the application on behalf of the Sponsoring Organization. An official email address must be provided.

d. Alternate Point of Contact Information: This information will be only used by FEMA in the event the Primary Point of Contact cannot be reached.

e. Technical Point of Contact Information: This information pertains to the individual who is responsible for system administration for the Sponsoring Organization.

f. System Information: Three blank forms are provided to complete interoperable system information, which will be used to populate Appendix A of the MOA. Complete one form for each interoperable system as needed. (e.g., if only one interoperable system is used, complete only one form. If additional forms are required, contact the FEMA IPAWS MOA Coordinator.) If necessary, consult your system vendor/developer to ensure accuracy of the information. Vendor/developer contact information will only be used in the event that technical clarification is required.

4. Next Steps

Once the application has been submitted to the FEMA IPAWS MOA Coordinator, the MOA will be prepared and returned to the Primary Point of Contact for signature and return by the Sponsoring Organization. It will then be routed to the FEMA IPAWS-OPEN System Owner. Once executed, a COG ID and digital certificate will be generated and implemented in IPAWS-OPEN. A copy of the executed MOA, COG ID, and digital certificate will be returned to the Primary Point of Contact.

IPAWS MEMORANDUM OF AGREEMENT (MOA) APPLICATION

Name of Sponsoring Eligible Organization:

Individual who will sign the MOA on behalf of the Sponsoring Eligible Organization

Name: **Title:**

Email: **Telephone:**

Organization:

Physical Address:

City: **State:** **Zip Code:**

Primary Point of Contact

Name: **Title:**

Email: **Telephone:**

Organization:

Physical Address:

City: **State:** **Zip Code:**

Alternate Point of Contact

Name: **Title:**

Email: **Telephone:**

Organization:

Physical Address:

City: **State:** **Zip Code:**

Technical Point of Contact

Name: **Title:**

Email: **Telephone:**

Organization:

Physical Address:

City: **State:** **Zip Code:**

IPAWS MEMORANDUM OF AGREEMENT (MOA) APPLICATION

Interoperable System 1

(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)

Name of Interoperable Software System:

Everbridge

Function:
Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Wireless Emergency Alert (WEA) System and/or NOAA Weather Radio All Hazards via IPAWS-OPEN? (●) Yes ( ) No

(Briefly describe the purpose of the system.)

Everbridge provides critical information to residents during emergencies by sending public alerts for major events for disseminations to WEA/ CMAS, EAS, NWEM and Public Feed

Host Server Location:

Burbank, California, Denver, Colorado; Amazon East Ashburn Virginia, Amazon East Ohio, Amazon West Oregon

Type of Third Party Software System:

☐ Commercial Off The Shelf Software (COTS) Company:

☐ Custom Designed Software Company:

☒ Other If "Other", please describe: Everbridge Corporation: Internet-based SaaS Mass Notification Application. See www.everbridge.com

Data Sensitivity: *(Note: Classified systems cannot be connected to IPAWS-OPEN)*

☒ Interoperable System 1 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

Data Description: *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

Data is comprised of emergency public alert messages

Vendor/Developer Contact Information:

Name: Shane Garoutte **Title:** VP of Technical Operations, SaaS Operation

Email: everbridge_ipaws_alerts@everbridge.com **Telephone:** (818) 230-9700

Do you authorize FEMA to send information necessary to set up your alerting access to this vendor? (●) Yes ( ) No

IPAWS MEMORANDUM OF AGREEMENT (MOA) APPLICATION

Interoperable System 2

(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)

Name of Interoperable Software System:

Function:
Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), Wireless Emergency Alert (WEA) System and/or NOAA Weather Radio All Hazards via IPAWS-OPEN? ◯ Yes ◯ No

(Briefly describe the purpose of the system.)

Host Server Location:

Type of Third Party Software System:

☐ Commercial Off The Shelf Software (COTS) Company:

☐ Custom Designed Software Company:

☐ Other If "Other", please describe:

Data Sensitivity: (*Note: Classified systems cannot be connected to IPAWS-OPEN*)

☐ Interoperable System 2 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

Data Description: (*Describe only data that will be relayed to or retrieved from IPAWS-OPEN.*)

Vendor/Developer Contact Information:

Name: **Title:**

Email: **Telephone:**

Do you authorize FEMA to send information necessary to set up your alerting access to this vendor? ◯ Yes ◯ No

IPAWS MEMORANDUM OF AGREEMENT (MOA) APPLICATION

Interoperable System 3

(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)

Name of Interoperable Software System:

Function:
Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), Wireless Emergency Alert (WEA) System and/or NOAA Weather Radio All Hazards via IPAWS-OPEN? ◯ Yes ◯ No

(Briefly describe the purpose of the system.)

Host Server Location:

Type of Third Party Software System:

☐ Commercial Off The Shelf Software (COTS) Company:

☐ Custom Designed Software Company:

☐ Other If "Other", please describe:

Data Sensitivity: (*Note: Classified systems cannot be connected to IPAWS-OPEN*)

☐ Interoperable System 3 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

Data Description: (*Describe only data that will be relayed to or retrieved from IPAWS-OPEN.*)

Vendor/Developer Contact Information:

Name: **Title:**

Email: **Telephone:**

Do you authorize FEMA to send information necessary to set up your alerting access to this vendor? ◯ Yes ◯ No

AGENDA# PS-2

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN SURPLUS EQUIPMENT TO THE HASTINGS VOLUNTEER FIRE DEPARTMENT, INC.

By Legislator Paul Connolly:

WHEREAS, Hastings Volunteer Fire Department, Inc. is a non-profit 501(c)(3) corporation within the County of Oswego and has been in existence since the 1950s; and

WHEREAS, the Emergency Management Office has, over many years worked with and housed the local chapter of Radio Amateur Civil Emergency Service (RACES), a protocol created by the Federal Emergency Management Agency (FEMA) and the Federal Communications Commission (FCC Part 97, Section 407), and its volunteers, whom are amateur ham radio operators interested in emergency preparedness and planning and providing support during emergencies or disasters; and

WHEREAS, the county has reviewed available space and equipment which is no longer needed and which does not directly support county emergency operations and, further, one trailer is in need of repairs due to mold and water infiltration; and

WHEREAS, a transfer of certain no longer needed surplus equipment to the Hastings Volunteer Fire Department, Inc. could allow RACES to continue to support county emergency services where and when requested should RACES and Hastings reach an agreement and, if not, the equipment can be used by the fire department; and

WHEREAS, a resolution is required; and

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

RESOLVED, that this body finds and determines that the following surplus equipment is fully depreciated and is no longer needed by the county for its daily emergency operations; and it is further

RESOLVED, that the following surplus equipment be and is hereby transferred to Hastings Volunteer Fire Department, Inc.:

One (1) enclosed communications trailer VIN #4DKUS172XCS008912
One (1) portable tower trailer VIN #4YMUL08139G014479; a nd it is further

RESOLVED, that the County will retain ownership and remove the Motorola XTL-2500 trunk system currently located in the communications trailer; and it is further

RESOLVED, that the Chair of the Legislature be and is hereby authorized to execute

any transfer of registration and/or bill of sale necessary to affect the transfer of the equipment herein and the consideration for same shall be One Dollar.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE
Phone (315) 591-9150
Fax: (315) 591-9176
COUNTY OFFICE BUILDING – 200 NORTH 2ND STREET, FULTON, NY 13069

Cathee Palmitesso, Director
Email: Cathleen.Palmitesso@OswegoCountyny.gov

Informational Memorandum

Date: March 30, 2026

To: Members of the Public Safety & County Legislature

From: Cathee Palmitesso, Director

Subject: Resolution Authorizing the Transfer of Surplus Equipment to the Hastings Volunteer Fire Corporation

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The County Emergency Management Office has an established working relationship with the Hastings Volunteer Fire Department and has routinely collaborated with the department to support emergency response operations and daily operational needs throughout the region.

As part of a recent County facility review, two trailers owned by the Emergency Management Office were identified as non-essential to County operations, in disrepair, and fully depreciated. These units are not required for County emergency management operations and currently occupy valuable storage space at County facilities.

Rather than incur costs associated with insurance, maintenance, or disposal, the Emergency Management Office proposes transferring the equipment to the Hastings Volunteer Fire Department, a local nonprofit 501(c)(3) emergency response organization that serves residents within the County.

Providing the equipment to the Hastings Volunteer Fire Department is appropriate for several reasons:

1. Existing Operational Partnership
The County has worked with the Hastings Volunteer Fire Department to support emergency response and operational activities.

2. Continued Public Safety Benefit
This transfer would allow the equipment to continue serving emergency response purposes rather than remaining unused. If Hastings Volunteer Fire Department reaches an agreement with the local RACES volunteers, the equipment could continue to support amateur radio emergency communications. If such an agreement is not reached, the equipment could still be used by the fire department to support its own operations.

3. Fiscal and Operational Efficiency

The transfer will:

- Remove unused equipment stored on County property
- Eliminate disposal, liability and insurance costs
- Free up valuable space at County facilities
- Reduce clutter and improve facility management
- Provide a tax-deductible donation to a nonprofit emergency response organization

Equipment to be Transferred

- 2012 Enclosed Communications Trailer
- 2009 Portable Tower Trailer

Equipment to be Retained and Removed from 2012 enclosed trailer by the County

- One Motorola XTL-2500 trunk system

In coordination with the 911 Communications Director, we plan on replacing this capability with modern equipment that is regularly maintained, tested, and compliant with current standards. The County currently maintains multiple redundant communication systems, including a fully maintained and deployable communications trailer managed through the E911 Department.

During the transition period, similar communications support can also be requested through the New York State Office of Interoperable Emergency Communications (OIEC).

Recommendation:

The Emergency Management office respectfully requests approval of this transfer of equipment.

An official website of New York State. Here's how you know

Search

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: HASTINGS VOLUNTEER FIRE DEPARTMENT, INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION
SECTIONOF LAW: -
DATE OF INITIAL DOS FILING: 07/31/1953
EFFECTIVE DATE INITIAL FILING: 07/31/1953
FOREIGN FORMATION DATE:
COUNTY: OSWEGO
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 87808
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: NOT REQUIRED
NEXT STATEMENT DUE DATE:
NFP CATEGORY: CHARITABLE

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: ATTN: PRESIDENT, PO BOX 241, HASTINGS, NY, UNITED STATES, 13076

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Name:

Address:

Address:

Name:

Address:

Name:

Address:

Is The Entity A Farm Corporation: NO

AGENDA# PS-3

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE CREATION OF ONE TEMPORARY FULL TIME POSITION IN E911 DEPARTMENT

By Legislator Paul Connolly:

WHEREAS, in order to support the duties and supervision responsibilities required of the E911 Center in Oswego County; and

WHEREAS, the position has been reviewed by the Director of Human Resources with a recommendation to create the Temporary position of Telecommunicator to effectively provide time for training and support of the E911 Center; and

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

RESOLVED, that a Telecommunicator, temporary position, Grade 7, be created in the County of Oswego Office Personnel Unit; and be it further

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

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
COUNTY OF OSWEGO
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT
315-349-8215
Fax 315-349-8500
PUBLIC SAFETY CENTER 39 CHURCHILL ROAD OSWEGO, NY 13126

Kevin B. Pooley
Director

Informational Memo

E911 Temporary Telecommunicator request
3/12/2026

Dispatch floor coverage is extremely important for the 911 Center and training takes years for a person coming off the street to get fully trained. It's important to try to fill recruit academies when we have the ability to, so that the vacant positions on the dispatch floor can be filled as soon as possible. The department has a Senior Telecommunicator retiring June 30th, 2026. The 911 Director is asking to begin the transition early to allow for a new hire to attend the recruit training starting April 13th which is prior to the retirement. I would like to ask to create a temporary Telecommunicator position effective April 13th, 2026, to July 1st, 2026, when the permanent Senior Telecommunicator position becomes vacant. This request will cost approximately $21,000 in salary and will be covered within the current E911 budget with the savings of vacancies. The temporary position will set the department up in a better place than waiting until the next planned recruit academy starting in late 2026, where the new employee wouldn't be on the dispatch floor until early 2027. Thank you for your consideration.

POSITION REQUEST/DELETE BUDGET FORM

HR: JAB

DEPARTMENT: E911 **DIVISION/UNIT (NUMBER):**

A. NEW POSITION REQUEST

1. Position Title Requested: Telecommunicator - Temp

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

3. a. Bargaining Unit – Hourly Rate from Grade plan: 21.83 Grade: 7

   b. Management or OCPA – Salary Requested: _____ Grade: _____

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

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

   To allow for a new hire to begin with the spring recruit acaemy due to the retirement of a Senior Telecommunicator. This position would be filled April 13th 2026 and vacated to be deleted on July 1st 2026 when the person is appointed to the vacant permanent position.

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).

C. POSITION DELETION

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 **E911**	**DIVISION, UNIT, OR WORK SECTION**	**LOCATION OF POSITION** 39 Churchill Rd

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: *Telecommunicator - Temp*

PERCENT OF WORK TIME	
	Answers, screens and processes incoming emergency and non-emergency calls from the general public and other public service providers
	Gathers pertinent information from caller and documents this information in event history
	Enters event information onto the computer system completely and accurately
	Provides information and direction to callers
	Dispatches specialized units or specialized equipment as required
	Maintains contact with the caller until units arrive on the scene during life threatening situations;
	Participates in structured classroom and on-the-job training and supports the efforts of the team in providing training to new hires, cross training of veteran personnel and the continuing training of all personnel
	Practices proper radio dispatching techniques using appropriate terminology in a calm and professional manner
	Communicates with field units and other facilities using appropriate police, fire, and EMS terminology and codes as required
	Operates the computer terminals, keyboards, radio, and telephone equipment
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
	Prinicpal Telecommunicator	Direct
	Associate Telecommunicator	Direct

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** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type): *See Telecommunicator job description*

Essential knowledge, skills and abilities: *See Telecommunicator job description*

Type of license or certificate required: See Telecommunicator job description

7. The above statements are accurate and complete.

Date: 3/12/2026 **Title: E911 Director** **Signature: Kevin B. Pooley**

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:**

PART-TIME/TEMPORARY BUDGET REQUEST FORM

DEPARTMENT:			**DIVISION/UNIT (NUMBER):**			
1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:						
TITLE	**POSITION NUMBER**	**HOURS/ WEEK**	**HOURLY RATE**	**NO. WEEKS**	**JUSTIFY THE NEED FOR EACH TITLE**	**DOLLARS REQUESTED**

(Add pages as needed.) -OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

2. Total Part-time/Temporary dollars requested for next year: $
3. Total Part-time/Temporary dollars budgeted in current year: $
4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested.

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT:	DIVISION/UNIT (NUMBER):

CATEGORY:	AMT IN CURRENT BUDGET:	AMT BUDGETED NEXT YEAR:	POSITIONS AFFECTED:	JUSTIFICATION:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

AGENDA# PS-4

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING TRANSFER OF ADMINISTRATION AND BUDGET OF DRONE COORDINATOR PROGRAM FROM EMERGENCY MANAGEMENT TO E911

By Legislator Paul Connolly:

WHEREAS, the Department of E911 has continued to increase the department's drone program which requires more involvement and support from the Drone Coordinator; and

WHEREAS, the Directors of Emergency Management and E911 both request to transfer the Drone Coordinator and the Drone Coordinator program from the Emergency Management Office to the E911 Department; and

WHEREAS, a budget modification transferring funds from Emergency Management Department, Drone Coordinator accounts, to E911 Department accounts is necessary for the transfer; and

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

RESOLVED, that the Drone Coordinator Program's administration and budget are hereby transferred from the Emergency Management Office to E-911; and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds, outlined in the budget modification; and be it further

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT
PUBLIC SAFETY CENTER 39 CHURCHILL ROAD OSWEGO, NY 13126
315-349-8215
Fax 315-349-8500

Kevin B. Pooley
Director

Informational Memo

E911 Drone Coordinator program transfer request
3/12/2026

Drone use in Oswego County has significantly increased the safety of the residents of Oswego County and all people that visit or travel through the county. The tactical drone pilots in the Sheriff's Office fly drones multiple times a day to support many different missions. The program is well established and regular training and maintenance is supported by the Drone Coordinator as well as the mandatory FAA monthly reporting. The 911 Drone First Responder pilots have steadily increased in flights throughout the past year. The buildout and maintenance of the 911 Drone First Responder program is labor and time intensive. The Drone Coordinator position has seen a drastic increase in time and effort needed to support the 911 Drone First Responder program. The program is quickly growing from three remote docks to nine remote docks in the next two months and is projected to increase to fifteen remote docks before the end of 2026. Each dock requires a maintenance check every other week and can require more visits to the remote location during winter due to snow and ice. The E911 Drone First Responder program also has doubled the quantity of pilots in the past few months, which requires extensive training for each pilot, as well as continued training for the remote pilots and daily monitoring of flights and documentation for all remote pilots. The Drone Coordinator is assisting with the increase of remote docks as well as performing the required maintenance, the training of remote pilots, and the required monthly FAA reporting.

Due to the drastic increase in 911 Drone First Responder workload and recurring maintenance as well as the regular training and reporting, the EMO Director and E911 Director are requesting to move the Drone Coordinator program and position #364070001 Drone Coordinator from Emergency Management to E911. This would be better to align with the recent changes to the work duties and remove the EMO Director from being in the middle of the drone program as it continues to grow for the Sheriff's Office as well as E911.

Budget modifications are being requested to remove the Drone Coordinator budget lines A3641 from the Emergency Management budget and to be added to A3020 in the E911 budget with the exception of two lines that are directly in support of the Sheriff's Office tactical drone program. The A3641.526000 Other equipment line will be transferred to the Sheriff's Office A3150.526000 budget line for support of the tactical program. A3641.542200 Repair & Maint. Equip will be split, $41,810.00 will move to A3020.542200 in E911 to fund the Dronesense software maintenance contract and the remaining $17,000 will move to A3150.542200 in the Sheriff's Office budget to support the repairs and maintenance for the tactical drone program. This would relocate the funding for the Drone Coordinator program and position to E911 but move funding specific to the Tactical Drone program in the Sheriff's Office, to be managed within their budget.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A3641	511000					SALARIES AND WAGES REG	(42,744.10)
			A3020	511000		SALARIES AND WAGES REG	42,744.10
A3641	590308					SOCIAL SECURITY	(3,270.00)
			A3020	590308		SOCIAL SECURITY	3,270.00
A3641	526000					OTHER EQUIPMENT	(39,266.00)
			A3150	526000		OTHER EQUIPMENT (Sheriff's Office)	39,266.00
A3641	542200					REPAIR & MAINT EQUIP	(58,810.00)
			A3020	542200		REPAIR & MAINT EQUIP	41,810.00
			A3150	542200		REPAIR & MAINT EQUIP (Sheriff's Office)	17,000.00
A3641	542300					TELEPHONE	(500.00)
			A3020	542300		TELEPHONE	500.00

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A3641	542300					POSTAGE	(5.00)
			A3020	542300		POSTAGE	5.00
A3641	542600					BOOKS & PERIODICALS	(550.00)
			A3020	5426		BOOKS & PERIODICALS	550.00
A3641	542700					MEMBERSHIPS & DUES	(500.00)
			A3020	542700		MEMBERSHIPS & DUES	500.00
A3641	544100					AUTOMOTIVE SUPPLIES & REPAIR	(1,143.76)
			A3020	544100		AUTOMOTIVE SUPPLIES & REPAIR	1,143.76
A3641	544200					GASOLINE & OIL	(118.80)
			A3020	544200		GASOLINE & OIL	118.80
A3641	544400					MILEAGE REIMBURSEMENT	(250.00)
			A3020	544400		MILEAGE REIMBURSEMENT	250.00
A3641	544500					OTHER TRAVEL REIMBURSEMENT	(244.18)
			A3020	544500		OTHER TRAVEL REIMBURSEMENT	244.18

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

From ACCOUNT NUMBER			To ACCOUNT NUMBER				
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION	DOLLAR AMOUNT
A3641	545300					UNIFORMS CLOTHING TOOLS	(100.00)
			A3020	545300		UNIFORMS CLOTHING TOOLS	100.00
A3641	545500					OTHER SUPPLIES & EXPENSE	(1,000.00)
			A3020	545500		OTHER SUPPLIES & EXPENSE	1,000.00
A3641	427050					LOCAL GRANT AWARDS	(750.00)
			A3020	427050		LOCAL GRANT AWARDS	750.00
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES DATE

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

AGENDA# PS-5

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S OFFICE TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE) TO AUTOMOTIVE EQUIPMENT (ROAD DIVISION)

By Legislator Paul Connolly:

WHEREAS, a replacement/repair is needed for a vehicle in the amount of $47,985.06; and

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

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; and be it further

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

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY SHERIFF'S OFFICE

ADMINISTRATION
(315) 349-3307
FAX (315) 349-3483
ROAD PATROL
(315) 349-3411
FAX (315) 349-3303
CRIMINAL INVESTIGATION
(315) 349-3318
FAX (315) 349-3317

DONALD R. HILTON
SHERIFF

JOHN F. TOOMEY
UNDERSHERIFF

CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3373
1-800-582-7583
JAIL DIVISION
(315) 349-3300
FAX (315) 349-3349

39 Churchill Road, Oswego, New York 13126-6613

INFORMATIONAL MEMORANDUM

DATE:	April 9, 2026
SUBJECT:	Equipment repair/replacement from the Insurance Recovery Fund
SUMMARY:	A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of $47,985.06 into Automotive Equipment (A3110.52300) to purchase a patrol vehicle. Attached is a copy of the claim check sent from New York Municipal Insurance Reciprocal.
RECOMMENDED ACTION:	The Sheriff's Office respectfully requests your review and approval of this request.

A3110 - 523000

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 2/11/2026

CHECK NO. 0000153672

Description	Check Amount
Claim No: OSWEG-2026-003-002, Commercial Automobile Collision, Invoice No: First and Final - Claimant: Oswego County DOL: 1/20/2026, 2020 ford vin 7585 total loss owner retain	$47,985.06
CHECK TOTAL	$47,985.06

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A1325	426800					Insurance Recovery	$ (47,985.06)
			A3110	523000		Automotive Equipment	47,985.06

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# PS-6

RESOLUTION NO.

April 9, 2026

RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 2 OF 2026 ENTITLED A LOCAL LAW ESTABLISHING A REGISTRY OF ANIMAL ABUSE OFFENDERS AND PROHIBITING ANIMAL OWNERSHIP BY ANIMAL ABUSE OFFENDERS WITHIN THE COUNTY OF OSWEGO

By Legislator Paul Connolly:

WHEREAS, a public hearing was held on April 9, 2026, at 7:00 p.m. and, all interested parties having had an opportunity to be heard regarding Proposed Local Law Number 2 (introductory number only); and

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

RESOLVED, that Local Law Number 2 of the year 2026 entitled A LOCAL LAW ESTABLISHING A REGISTRY OF ANIMAL ABUSE OFFENDERS AND PROHIBITING ANIMAL OWNERSHIP BY ANIMAL ABUSE OFFENDERS WITHIN THE COUNTY OF OSWEGO be, and is hereby, adopted and enacted in its entirety; and it is further

RESOLVED, that the Clerk of the Legislature shall cause a certified copy of this local law to be filed with the New York State Secretary of State as provided for by law.

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO

LOCAL LAW NUMBER 2 of 2026

A LOCAL LAW ESTABLISHING A REGISTRY OF ANIMAL ABUSE OFFENDERS AND PROHIBITING ANIMAL OWNERSHIP BY ANIMAL ABUSE OFFENDERS WITHIN THE COUNTY OF OSWEGO

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

Section l. Legislative Intent, Purpose and Findings.

The Legislature of the County of Oswego hereby finds and determines that animal abuse and animal cruelty is a serious problem within this county and that, despite existing state laws, many animals are still abused or neglected each year. New York State has criminalized the cruel treatment and neglect of animals and animal abuse yet cruelty continues to occur within the geographical jurisdiction of Oswego County and throughout New York State. Further, this body understands that the recidivism rate is believed to be high with animal abuse crimes and that persons whom have been found to have abused animals in the past are likely to do so in the future.

To reduce opportunities for the commission of repeat offenses against animals and to protect animals, the Oswego County Legislature finds and determines this enactment is a necessary and proper exercise of its police and home rule powers and promotes the public health, safety and welfare of the county and its residents. This enactment establishes a registry of certain individuals residing in Oswego County convicted of animal abuse crimes and prohibits such individuals from owning animals as provided for herein.

Section 2. Definitions.

As used in this local law, the following terms shall have the meanings indicated hereinbelow:

(1) “Animal Abuse Crime" Shall mean any of the following crimes listed in subsections (a) through (e):

(a) A Violation of any of the following provisions of the New York State Agriculture Markets Law (AML) Article 26:

AML Section 351 -Prohibition of animal fighting
AML Section 353 -Torturing and injuring animals; failure to provide proper sustenance
AML Section 353-a Aggravated cruelty to animals
AML Section 355 - Abandonment of animals

AML Section 356 - Failure to provide proper food and drink to impounded animals
AML Section 357 - Selling or offering to sell or exposing diseased animal
AML Section 359 - Carrying animal in a cruel manner
AML Section 360 -Poisoning or attempting to poison animals
AML Section 361 -Interference with or injury to certain domestic animals
AML Section 362 -Throwing substance injurious to animals in public place
AML Section 365 - Clipping or cutting the ears of dogs
AML Section 366 - Companion animal stealing
AML Section 366 -A- Removing, seizing or transporting dogs for research purposes

(b) Sexual misconduct with an animal in violation of NYS Penal Law §130.20(4).

(c) Harming a service animal in violation of NYS Penal Law §242.10 or Penal Law §242.15

(d) Killing or injuring a police animal in violation of NYS Penal Law §195.06 or Killing a police work dog or police work horse in violation of NYS Penal Law §195.06-a.

(e) Harming an animal trained to aid a person with a disability in violation of NYS Penal Law §195.12

(2) "Animal" – shall mean any living mammal (except a human being), bird, reptile, amphibian or fish.

(3) "Animal Abuse Offender" – shall mean any person eighteen (18) years of age or older, residing within Oswego County, and convicted of an Animal Abuse Crime as defined herein within Oswego County, or convicted of an Animal Abuse Crime as defined herein within New York State and subsequently residing within Oswego County for a period of thirty (30) days or longer and establishing residency within Oswego County, said convictions occurring after the effective date of this local law. Animal Abuse Offender shell not mean youthful offenders or adolescent offenders whom have convictions which are sealed records.

(4) "Animal Abuser Registry" – shall mean a public online registry established by this Local Law for registering any person residing in Oswego County convicted of an Animal Abuse Crime.

(5) "Animal Shelter" – shall mean any public or privately owned organization including, but not limited to, any duly incorporated humane society, pound, animal protective association or animal rescue group which maintains buildings, structures or other property for the purpose of harboring animals which may be stray, unwanted, lost, abandoned or abused and seeks to find appropriate temporary or permanent homes for such animals.

(6) "Conviction" – shall mean adjudication of guilt by any court of competent jurisdiction within the State of New York, whether upon verdict after trial or upon plea of guilty or nolo contendere, of an Animal Abuse Crime as defined herein.

(7) "Pet Seller" - Any individual, person, partnership, corporation, or other entity which regularly offers animals for sale or is otherwise routinely engaged in the business of selling, exchanging, or otherwise transferring ownership of animals.

Section 3. Establishment of Animal Abuser Registry.

The Sheriff of the County of Oswego, or the Sheriff's designee, is hereby directed to create, manage, and maintain an Animal Abuser Registry containing the names and residence information of registered Animal Abuse Offenders living within the geographical jurisdiction of Oswego County.

The Oswego County Sheriff's Office shall post a link to the Animal Abuser Registry on the Oswego County Sheriff's Office webpage, together with links to other county Animal Abuser Registries that are available in the state of New York, to be updated from time to time but no less frequently than quarterly. Such other county registries may be used as informational resources by Animal Shelters and Pet Sellers.

The information maintained in the Animal Abuser Registry shall be maintained on an open website of the County of Oswego. Additionally, this registry should be used for the limited purpose of determining whether such person is prohibited from owning or possessing an animal under this local law.

The Animal Abuser Registry shall contain the required information about each Animal Abuse Offender
for a period of fifteen (15) years from date of conviction and sentence for convictions occurring on
or after the effective date of this enactment.

Any currently or previously registered Animal Abuse Offender convicted of a subsequent Animal Abuse Crime shall be placed on the Animal Abuser Registry permanently following the second qualifying conviction.

Upon notification to the Oswego County Sheriff's Office, in writing, of a successful appeal vacating any conviction of Animal Abuse Crime by an individual that has been required to register pursuant to this local law, or should the conviction be expunged by operation of state law, the registration information for that individual shall be removed from the Oswego County Animal Abuser Registry within five (5) business days from the receipt of written notification from that individual or their counsel that the conviction was vacated, expunged or set aside.

Section 4. Registration Requirements.

(a) All Animal Abuse Offenders shall register with the Animal Abuser Registry within ten (10) business days of their release from incarceration or, if not incarcerated, from the date of the conviction unless sentencing is stayed pending appeal.

Section 5. Animal Ownership by Animal Abuse Offenders Unlawful

(1) It shall be unlawful for an Animal Abuse Offender to own an animal or animals within Oswego County, where such ownership includes having animals within or about the person's residence or otherwise under the care, custody, or control of such person.

(2) No Animal Shelter or Pet Seller shall knowingly sell, exchange or otherwise transfer the ownership of any animal to any known Animal Abuse Offender, including those on the Animal Abuser Registry.

(3) Prior to the sale, exchange or other transfer of ownership of any animal, each Animal Shelter or Pet Seller shall examine the Animal Abuser Registry to confirm that the potential owner of such animal is not listed as an Animal Abuse Offender.

(4)(a) Any Animal Abuse Offender convicted by a court of competent jurisdiction within the County of Oswego, State of New York, after the effective date of this enactment and, in the event that an Animal Abuse Offender establishes residence within Oswego County within fifteen (15) years of said conviction or upon release from incarceration for said offense, where applicable, must register with the Oswego County Animal Abuser Registry within ten (10) days of such residence being so established.

(4)(b) When a person is convicted of an Animal Abuse Crime as defined herein after the effective date of this enactment, the Sentencing Court shall forward to the Oswego County Sheriff's Office the name and residence address of the Animal Abuse Offender, together with the specific Animal Abuse Crime of which such person was convicted as set forth in Section 2(1) hereunder specifying the applicable subsection, thereby notifying the Oswego County Sheriff's Office that such person is an Animal Abuse Offender and required to register with the Animal Abuser Registry.

(4)(c) Each Animal Abuse Offender shall personally appear before the Oswego County Sheriff's Office and submit proof of the following:

(i) such person's name and any aliases by which such person may be known;

(ii) such person's residence address;

(iii) such person's date of birth; and

(iv) a description of the offense for which such person was convicted, the date of conviction, and the sentence imposed.

(4)(d) The Oswego County Sheriff's Office shall photograph the front of the Animal Abuse Offender's head and shoulders and may post same on the registry.

(4)(e) Every person required to register with the Animal Abuser Registry shall update the registry information within ten (10) business days of any change of residential address and/or upon any official change of name by providing the information to the Sheriff's Office in writing. The obligations of persons required to register with the registry to provide such updates continues throughout the entire period in which such person is required to be registered.

(4)(f) Every person required to register with the Animal Abuser Registry shall pay a one-time fee of one hundred dollars ($100) to the Oswego County Sheriff's Office at the time of registration. All such fees shall be used to help pay the administrative and maintenance costs of maintaining the Animal Abuser Registry. The fees may be reduced or waived in the discretion of the Sheriff's Office upon proof of financial hardship or indigency.

(4)(g) Any person who may be required to register may petition the sentencing court for relief from the requirements of this local law upon sentencing, or after judgment of conviction is entered and appeals are exhausted, upon written notice to the Oswego County Sheriff's Office, and the sentencing Court may, in its discretion and upon good cause shown, grant such relief.

Section 6. Penalties for Violations of Local Law.

(a) Any Animal Abuse Offender convicted by a court of competent jurisdiction within the County of Oswego after the effective date of this local law shall be required to register with the Animal Abuser Registry as provided for in Section 4 of this enactment. An Animal Abuse Offender who knowingly and unlawfully fails to do so register shall be guilty of an Unclassified misdemeanor and, upon conviction, shall be punishable by incarceration for a period of not more than three hundred sixty-four (364) days and/or a fine not to exceed two thousand dollars ($2,000).

(b) Any Animal Abuse Offender who knowingly and unlawfully violates the prohibition against owning an animal shall be guilty of an Unclassified misdemeanor punishable upon conviction by incarceration for a period of not more than three hundred sixty-four (364) days and/or a fine not to exceed five thousand dollars ($5,000).

(c) In order to prohibit further animal abuse and to promote the underlying purposes of this law, any Animal Abuse Offender whom is are found to be knowingly and unlawfully violating the prohibition against owning an animal or having care, custody or control of an animal contrary to the provisions of Section 5(1) herein, after notice of said violation, shall forthwith forfeit any rights to said animal or animals in their care, custody or control and shall immediately surrender the same to the duly incorporated Society for the Prevention of Cruelty to Animals in Oswego County, known as Oswego County S.P.C.A. / O.C.A.W.L. An offender may contest said forfeiture by promptly applying to the sentencing court or such other court as otherwise provided for by law.

(d) Nothing contained herein shall prohibit the Oswego County District Attorney from bringing a proceeding for a violation of an order of a court made pursuant to Agriculture and Markets Law Section 374(8)(c).

(e) Upon the approval and consent of the sentencing Court, it shall not be a violation of this local law for an Animal Abuse Offender to own an animal specifically trained and used as a service animal or to reside at or within the same address as a person that owns an animal specifically trained and used as a service animal, where service animal is to be defined in a manner consistent with federal or state law for persons with disabilities.

(f) Any Animal Shelter or Pet Seller who knowingly and unlawfully violates the prohibition against selling, exchanging, or otherwise transferring the ownership of any animal to any Animal Abuse Offender shall be guilty of a violation and subject to a fine not to exceed five thousand dollars ($5,000).

It shall not be a violation of this local law if the Animal Shelter or Pet Seller queried this county's Animal Abuser Registry and the name of the Animal Abuse Offender did not appear thereupon at the time of the inquiry.

Further, it shall not be a violation of this local law if an Animal Shelter or Pet Seller sold an animal to a person requiring a service animal, where said service animal is defined in a manner consistent with federal or state law for persons with disabilities.

Section 7. Rules and Regulations.

The Oswego County Sheriff, or the Sheriff's designee, is hereby authorized and empowered to promulgate such rules and regulations as may be reasonably necessary to implement this local law. The Oswego County Sheriff's Office shall promulgate a form to be distributed to the Courts with the information required for the registry to be completed upon sentencing and contact information.

Section 8. Reverse Preemption.

This law shall become null and void on the day that statewide legislation goes into effect incorporating either the same or substantially similar provisions as are contained in this local law or in the event that a pertinent state administrative agency issues and promulgates regulations preempting such action by the County of Oswego. The Oswego County Legislature may determine via mere resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

Section 9. SEQRA Determination

The Oswego County Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York. Environmental Conservation Law Article 8, hereby finds and determines that this local law constitutes a Type II action pursuant to Section 617.5(c)(26) of Title 6 of the New York Code of Rules and Regulations in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and, Section 617.5(c)(33) concerning the adoption of regulations, policies, procedures and local legislative decisions in connection therewith. The Clerk of the Oswego County Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this local law.

Section 10. Severability.

If any clause, sentence, paragraph, section, subdivision or other part of this Local Law or its application shall be adjudged by a Court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or otherwise invalidate the remainder of this Local Law which shall remain in full force and effect except as limited by such order or judgment.

Section 11. Effective Date.

This local law shall apply to Animal Abuse Offenders with convictions occurring on or after the effective date of this local law.

This local law shall take effect ninety (90) days after its adoption and shall be filed consistent with the provisions of Municipal Home Rule Law.

AGENDA# PS-7

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE RECLASSIFICATION OF TWO POSITIONS IN THE DISTRICT ATTORNEY'S OFFICE

By Legislator Paul Connolly:

WHEREAS, this Legislature recognizes the increase in crimes throughout the County of Oswego. The District Attorney's Office has currently and from time to time has an influx of crimes that by its current volume and particular subject matter require the assistance of certain level of expertise to establish two Senior Typists to assist current senior typists; and

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

RESOLVED, that Typist positions 331505201 and 331524701, Grade 3, in the CSEA COOP Bargaining Unit both be reclassified to Senior Typist, Grade 5, in the same CSEA COOP Bargaining Unit; and be it further

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

PUBLIC SAFETY CENTER
39 CHURCHILL ROAD
OSWEGO, NY 13126

TELEPHONE: (315) 349-3200
FAX: (315) 349-3212

Office of the District Attorney

Louis H. Mannara
First Assistant

ANTHONY J. DIMARTINO, JR.
DISTRICT ATTORNEY / CORONER

Matthew J. Bell,
Kerry L. Buske
Senior Assistants

TO: Oswego County Administrator
Finance & Personnel and Public Safety Committees

FROM: Anthony J. DiMartino Jr., District Attorney
DATE: March 17, 2026
RE: Request for authorization to reclassify a position within the District Attorney's Office

INFORMATIONAL MEMORANDUM

SUBJECT: Request for authorization to reclassify a current filled Typist position 331505201 at Grade 3 $19.26/hr. to a Senior Typist position at a grade 5 at $21.19/hr. per the current COOP contract.

BACKGROUND: The current candidate currently works as a Typist and we are asking to have it reclassified as a Senior Typist. The current candidate is a current county employee in our office, and the payrate reflects the employee's rate that would be paid as a grade 5 (Senior Typist) based upon the current candidates' years of service per the current COOP contract. The candidate has been with the county as a typist in our office for approximately 7 years.

FISCAL IMPACT: There will be minimal fiscal impact as we have an open CLA (Criminal Law Associate) position which by its nature will currently remain open until August 2026 as a candidate must graduate from an accredited law school (May 2026), sit and take a NYS Bar Exam (July 2026) and await the results of the NYS Bar Exam.

RECOMMENDATION: Reclassify the current typist position 331505201 at Grade 3 to a Senior typist position at a Grade 5 per the current COOP contract.

PUBLIC SAFETY CENTER
39 CHURCHILL ROAD
OSWEGO, NY 13126

TELEPHONE: (315) 349-3200
FAX: (315) 349-3212

Office of the District Attorney

Louis H. Mannara
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DISTRICT ATTORNEY / CORONER

Matthew J. Bell,
Kerry L. Buske
Senior Assistants

TO: Oswego County Administrator
Finance & Personnel and Public Safety Committees

FROM: Anthony J. DiMartino Jr., District Attorney
DATE: March 17, 2026
RE: Request for authorization to reclassify a position within the District Attorney's Office

INFORMATIONAL MEMORANDUM

SUBJECT: Request for authorization to reclassify an open Typist position 331524701 at Grade 3 $18.20/hr. to a Senior Typist position at a grade 5 at $19.81/hr. per the current COOP contract.

BACKGROUND: The current candidate will be filling an open Typist position to be reclassified as Senior Typist. The current candidate is a current county employee, and the payrate reflects the employee's rate that would be paid as a grade 5 (Senior Typist) based upon the current candidates' years of service per the current COOP contract. The candidate has been with the county approximately 6 years with the last four years being a senior typist

FISCAL IMPACT: There will be minimal fiscal impact as we have an open typist position aforementioned and an open CLA (Criminal Law Associate) position which by its nature will currently remain open until August 2026 as a candidate must graduate from an accredited law school (May 2026), sit and take a NYS Bar Exam (July 2026) and await the results of the NYS Bar Exam.

RECOMMENDATION: Reclassify the current typist position 331524701 at Grade 3 to a Senior typist position at a Grade 5 per the current COOP contract.

POSITION REQUEST/DELETE BUDGET FORM

HR: JAB

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

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

   b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: ____ Fringe Reimbursed: ☐ Yes ☐ No

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: Typist 2. Position #: 331524701

3. Present Salary/Hourly Rate: 18.20/hr Grade: 3

4. Requested Title: Senior Typist

5. Requested Salary: _____

   a. Bargaining Unit: CSEA Hourly Rate: 19.81 Grade: 5

   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): *We are planning to fill this position with a current County employee, the payrate reflects the rate this employee would be paid as a grade 5 based upon their years of service per the COOP contract.*

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

C. POSITION DELETION

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	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION
Oswego	District Attorney	Oswego, NY

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: *Senior Typist*

PERCENT OF WORK TIME	
25	*Answers telephones and emails*
25	*Opens all incoming misdemeanor and felony cases*
25	*Sends all discovery to defense council*
25	*Prepares all CAP paperwork*
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Anthony J. DiMartino Jr.	District Attorney	Administrative

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** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type): *High school diploma or higher*

Essential knowledge, skills and abilities: *Good communication skills, time management, able to type and use computers.*

Type of license or certificate required: None.

7. The above statements are accurate and complete.

Date: 03/18/2026 **Title: District Attorney** **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:**

PART-TIME/TEMPORARY BUDGET REQUEST FORM

DEPARTMENT:			**DIVISION/UNIT (NUMBER):**			
1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:						
TITLE	**POSITION NUMBER**	**HOURS/ WEEK**	**HOURLY RATE**	**NO. WEEKS**	**JUSTIFY THE NEED FOR EACH TITLE**	**DOLLARS REQUESTED**

(Add pages as needed.) -OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

2. Total Part-time/Temporary dollars requested for next year: $
3. Total Part-time/Temporary dollars budgeted in current year: $
4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested.

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT:	DIVISION/UNIT (NUMBER):

CATEGORY:	AMT IN CURRENT BUDGET:	AMT BUDGETED NEXT YEAR:	POSITIONS AFFECTED:	JUSTIFICATION:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

POSITION REQUEST/DELETE BUDGET FORM

HR: JAB

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

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

   b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: ____ Fringe Reimbursed: ☐ Yes ☐ No

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: Typist 2. Position #: 331505201

3. Present Salary/Hourly Rate: 19.26/hr Grade: 3

4. Requested Title: Senior Typist

5. Requested Salary: _____

   a. Bargaining Unit: CSEA Hourly Rate: 21.19 Grade: 5

   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): *We are asking to take the current typist in the position and make them a senior typist. They have been with our office approx. 6 years.*

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

C. POSITION DELETION

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	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION
Oswego	District Attorney	Oswego, NY

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: *Senior Typist*

PERCENT OF WORK TIME	
25	*Answers telephones and emails*
25	*Opens all incoming misdemeanor and felony cases*
25	*Sends all discovery to defense council*
25	*Prepares all CAP paperwork*
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Anthony J. DiMartino Jr.	District Attorney	Administrative

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** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type): *High school diploma or higher*

Essential knowledge, skills and abilities: *Good communication skills, time management, able to type and use computers.*

Type of license or certificate required: None.

7. The above statements are accurate and complete.

Date: 03/18/2026 **Title: District Attorney** **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:**

PART-TIME/TEMPORARY BUDGET REQUEST FORM

DEPARTMENT:			**DIVISION/UNIT (NUMBER):**			
1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:						
TITLE	**POSITION NUMBER**	**HOURS/ WEEK**	**HOURLY RATE**	**NO. WEEKS**	**JUSTIFY THE NEED FOR EACH TITLE**	**DOLLARS REQUESTED**

(Add pages as needed.) -OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

2. Total Part-time/Temporary dollars requested for next year: $
3. Total Part-time/Temporary dollars budgeted in current year: $
4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested.

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT:	DIVISION/UNIT (NUMBER):

CATEGORY:	AMT IN CURRENT BUDGET:	AMT BUDGETED NEXT YEAR:	POSITIONS AFFECTED:	JUSTIFICATION:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

AGENDA#HS-1

RESOLUTION NO.

April 9, 2026

RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 25-MH-003 COURT BASED MENTAL HEALTH NAVIGATORS

By Legislator Michael Solowy:

WHEREAS, the County issued a request for proposal for a vendor to provide Court Based Mental Health Navigators; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 25-MH-003) from multiple qualified firms to provide Court Based Mental Health Navigators; and

WHEREAS, the Oswego County Office of Mental Hygiene and the Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from St. Johns Community Services, PO Box 366, Ithaca, NY 14850 meets the County's needs; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Human Services Committee that the County of Oswego awards the professional service contract for providing Court Based Mental Health Navigators, to St. Johns Community Services, PO Box 366, Ithaca, NY 14850 at an approximate cost of $204,869.00; and be it further

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

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
Department of Social Services

Lee Sullivan
Commissioner

P.O. Box 1320 • Mexico, NY 13114
Phone: 315-963-5000 • Fax: 315-963-5477

TO: **Oswego County Legislature**
FROM: **Nicole Kolmsee, Division of Mental Hygiene Director of Community Services**
DATE: **April 9, 2026**
RE: Award Recommendation: RFP# 25-MH-003 Court Based Mental Health Navigators

INFORMATIONAL MEMORANDUM

SUBJECT: RFP Award Recommendation

BACKGROUND: Increasing numbers of individuals with behavioral health service needs are not engaging with treatment and support services. This trend results in a corresponding increase of persons with mental illness having repeat interactions with law enforcement, and incarcerations. NYS OMH has funded a Court Based Mental Health Navigators initiative (CBMH Navigators) to support justice-involved individuals with mental health needs who are currently in the community. CBMH Navigators will work with local systems to coordinate voluntary care for justice-involved individuals to support their health, wellness, and recovery. CBMH Navigators will be present at courthouses and work with attorneys, public defenders, district attorneys, and assigned counsel. Navigators will foster rapid connection to services and encourage engagement and participation with services.

This RFP solicited proposals to establish Oswego County's Court Based Mental Health Navigator program. Two proposals were received and reviewed. The RFP review committee recommends awarding this professional services contract to St. John's Community Services (SJCS) https://www.sjcs.org/ .

The annual funding level is the amount allocated to Oswego County by NYS OMH and was listed in the RFP. SJCS' budget is more than Catholic Charities', a difference of $3,573. However, SJCS' budget maximizes the use of the state aid provided and provides higher staff salaries, by 9%, which will facilitate greater success with recruitment and retention.

The review committee was comprised of staff from the Division of Mental Hygiene and the Purchasing Department. The standard evaluation tool provided by Purchasing was utilized. The SJCS proposal scores higher on relevant experience, approach to project/service delivery, fiscal and staffing plans.

SJCS is a robust multi-state provider with a long history of providing human services. SJCS has been engaged with the County and Community Services Board over past two years to identify service gaps in Oswego County with the goal of developing needed local services. This opportunity will require the establishment of a local office. SJCS has provided a budget that will support that requirement while meeting all scope of work deliverables.

FISCAL IMPACT: Funding is 100% NYS OMH. Revenue and expense is currently included in the Division's 2026 budget. No budget modification is required.

RECOMMENDATION: Award of contract to St. John's Community Services (SJCS) beginning May 1, 2026. Adjusted 2026 amount not to exceed $140,000 for 8 months. Annual renewal thereafter for $204,869, or as per the current NYS OMH funding level.

OSWEGO COUNTY PURCHASING

46 E Bridge Steet, Oswego NY 13126
Phone (315)326-6052 Fax (315)342-2468
Email: Purchasing@oswegocountyny.gov

RFP 25-MH-003 COURT BASED MENTAL HEALTH NAVIGATORS

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC
CATHOLIC CHARITIES	808 W Broadway Fulton, NY 13069	$201,296.00	77	X X X X X
ST. JOHNS COMMUNITY SERVICES	P.O. Box 366 Ithaca, NY 14850	$204,869.00	92	X X X X X

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

Solicitation Process: **RFP 25-MH-003 Court Based Mental Health Navigators** was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on December 12, 2025. It was also sent directly to the following nine (9) vendors:

- Access CNY
- Catholic Charities
- Cayuga Counseling Services
- Farnham
- Helio Health
- Liberty Resources
- Oswego County Opportunities
- Oswego Health
- St. Johns Community Services

Number of Responses: Two (2)

CATHOLIC CHARITIES	Pro: • Long standing working relationship w/county • Strong community ties • Clear Budget Con: • Proposal lacks detail/objective • Full amount of funding not utilized • Higher fringe costs • Lower salaries • Lacks experience directly supporting individuals to meet CJ system requirements.

ST. JOHNS COMMUNITY SERVICES	Pro: • Case Management/Human Services Experience • Budget utilizes all funding • Detailed/realistic proposal • Higher Salaries – staff retention Cons • Currently not located in Oswego Co. • Lacks experience providing direct court-based services.

Proposals Reviewed By:
Catherine Livoti-Rice, Jill Gutelius, Kristopher DeSpain, Nicole Kolmsee and Nathan Barron

Evaluation Summary: The evaluation committee reviewed and rated the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to **St. Johns Community Services.**

The annual funding level is the amount allocated to Oswego County by NYS OMH and was listed in the RFP. SJCS' budget is more than Catholic Charities', a difference of $3,573. However, SJCS' budget maximizes the use of the state aid provided and provides higher staff salaries, by 9%, which will facilitate greater success with recruitment and retention.

This is the first time this RFP has gone out for request for proposal.

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

Schedule A **Evaluation Comparison** **RFP-25-MH-003 Court Based Mental Health Navigators**

Total Points	Evaluation Criteria	Catholic Charities					ST Johns Community Services				
	Evaluator	CL	JG	KD	NB	NK	CL	JG	KD	NB	NK
40	Experience & Capabilities	33	25	38	33	35	35	35	36	35	32
30	Management Outline and Project Approach	26	20	20	20	10	30	30	30	28	28
10	Business & Organization	10	10	10	10	10	8	8	8	9	8
20	Cost	15	15	19	17	15	18	20	20	18	18
100	Total Points	84	70	87	80	70	91	93	94	90	86
Rating per Evaluation		77.0					92.0				

CL	Catherine Livoti-Rice
JG	Jill Gutelius
KD	Kristopher DeSpain
NK	Nicole Kolmsee
NB	Nathan Barron

AGENDA# HS-2

RESOLUTION NO.

April 9, 2026

RESOLUTION FOR BUDGET MODIFICATION TO MOVE FUNDING FROM THE DIVISION OF MENTAL HYGIENE TO VETERANS SERVICE AGENCY

By Legislator Michael Solowy:

WHEREAS, in order to address the unique challenges faced by veterans as they transition to civilian life by fostering a supportive environment through peer-to-peer connections and leveraging the experiences and insights of fellow veterans; and

WHEREAS, the purpose of the Principal Peer Mentor is to connect veterans with peers and support organizations to facilitate bridging the gap between military and civilian life by ensuring that each veteran receives the support they need to thrive; and

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

RESOLVED, that the Budget Modification to fund to move funding from the Division of Mental Hygiene to the Veterans Service Agency; and be it further

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

Oswego County
Veterans Service Agency

200 N. Second Street Fulton, NY 13069
Phone (315)591-9100
Fax (315)591-9103

Eric Boozer, ARMY/USAF
Director Veterans Services

Matias Garcia, ARMY
Principal Veterans Services Asst.

Ward Bowen, ARMY
Sr. Veterans Services Assistant

Date: March 10, 2026

To: Members of the Human Services Committee

From: Eric Boozer, Director of Veteran Services

Informational Memorandum

Subject: Request for authorization for budget modification to move funds from the Division of Mental Hygiene to Veterans Service Agency.

Purpose: The purpose for this modification is to fund the Dwyer Program costs and the salary for the Principal Peer Mentor position.

Summary: The Veterans Service Agency is looking to fund the Principal Peer Mentor position. This modification will allow for the immediate hiring of a qualified individual to run the new Oswego County Joseph P. Dwyer program. Due to the amount of work required to start a program from scratch, this position is vital to ensure program success. This will provide a dedicated individual who can focus on establishing and running the Dwyer program and the funding to provide better outreach and support for our community veterans.

Recommended Action: To authorize the proposed Budget Modification to fund the Dwyer Program costs and the Veterans Principal Peer Mentor position.

Fiscal Impact: This would be a budget neutral addition paid through the Jospeh P. Dwyer Program funding.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A6510	511000					Salaries and Wages	$33,825.00
A6510	590308					FICA	$2,588.00
A6510	545500	DWYER				Other Supplies - Dwyer Program	$98,587.00
			A6510	434900		State Aid	($135,000.00)
						This project is being established using funding available	
						from The Oswego County Mental Hygiene Division through	
						New York State	$0.00

DEPARTMENT HEAD	DATE	COUNTY ADMINISTRATOR	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE	CHAIRPERSON	DATE
		COUNTY TREASURER	DATE

*If Personnel Services are impacted

Ver 7.18.23

AGENDA# HS-3

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING ACCEPTANCE OF RENTAL SUPPLEMENT PROGRAM (RSP) FUNDS AND APPROVING A BUDGET MODIFICATION FOR THE DEPARTMENT OF SOCIAL SERVICES

By Legislator Michael Solowy:

WHEREAS, the New York State Office of Temporary and Disability Assistance has allocated $432,808 to the Oswego County Department of Social Services for the Rental Supplement Program (RSP) for State Fiscal Year 2026-2027 to provide rental assistance to individuals and families experiencing homelessness or at risk of losing housing; and

WHEREAS, these funds require no local share; and

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 Oswego County Legislature hereby authorizes the acceptance of $432,808 in Rental Supplement Program funding; and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to adjust the Department of Social Services budget accounts A6010.545500 and A6010.436890 accordingly; and be it further

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
Department of Social Services

Lee Sullivan
Commissioner

P.O. Box 1320 • Mexico, NY 13114
Phone: 315-963-5000 • Fax: 315-963-5263

TO: **Human Services Committee, Oswego County Legislature**
FROM: **Lee Sullivan, Commissioner**
DATE: **March 30, 2026**
RE: **Budget Modification – 2026-27 Rental Supplement Program Allocation**

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification accepting Rental Supplement Program (RSP) Allocation for SFY2026-27.

BACKGROUND: The Rental Supplement Program funds allow local districts to provide vital rental assistance to individuals and families who are experiencing homelessness or are facing an imminent loss of housing. Oswego County Department of Social Services has been allocated $432,808 for the SFY of 2026-27

FISCAL IMPACT: Increase the A6010.545500 Other Supplies & Expenses RSP budget line $432,808 and increase the A6010.436890 RSP revenue line $432,808. There will be no local share for 2026 or any future years due to the acceptance of these funds.

RECOMMENDATION: Approve this budget modification to accept the Rental Supplement Program SFY2026-27 allocation of $432,808.

New York State
Rental Supplement Program (RSP)

2026–2027 Fact Sheet

Program Overview

The New York State Rental Supplement Program (RSP) provides rental assistance to individuals and families who are experiencing homelessness or are at risk of losing their housing. The program is funded through the New York State Office of Temporary and Disability Assistance (OTDA) and administered locally by social services districts. The Rental Supplement Program helps prevent homelessness, stabilize families in permanent housing, and reduce long-term shelter and social service costs.

Who the Program Serves

- Individuals or families experiencing homelessness or facing imminent housing loss
- Households with income at or below 50% of Area Median Income
- Households with or without children
- Applicants do not need to receive Public Assistance to qualify
- Priority may be given to vulnerable populations including families with young children, veterans, and survivors of domestic violence

How the Program Works

- Eligible households contribute approximately 30% of their income toward rent
- The program provides a rental supplement up to approximately 85% of Fair Market Rent
- Assistance continues until housing becomes affordable for the household
- At least 50% of funds support households currently homeless or in shelter

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

2026
3/30/2026

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A6010	545500	RSP				SSADMIN - OTHER SUPPLIES & EXPENSE (RENTAL SUPPLEMENT)	$ 432,808
			A6010	436890	RSP	SSADMIN - ST AID OTHER SOCIAL SERV (RENTAL SUPPLEMENT)	$ (432,808)
			To accept the Rental Supplement Program SFY2026-27 allocation				

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# EP-1

RESOLUTION NO.

April 9, 2026

RESOLUTION APPOINTING MEMBERS TO THE OSWEGO COUNTY SOIL AND WATER CONSERVATION DISTRICT BOARD OF DIRECTORS

By Legislator Mary Ellen Chesbro:

WHEREAS, Pursuant to Article 2 of the Soil and Water Conservation District Law and upon recommendation of the Economic Development and Planning Committee of this body; be it.

RESOLVED, that the following named be, and hereby are, appointed as member(s) of the Board of Directors of the Oswego County Soil and Water Conservation District for a term to expire as follows:

Linda Lockwood- Term to expire December 31, 2026
Mary Ellen Chesbro- Term to expire December 31, 2026
Jeffrey Richards- Term to expire December 31, 2028

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

Oswego County Soil and Water
Conservation District
3105 State Route 3
Fulton, NY 13069

OSWEGO COUNTY
SOIL AND WATER
Conservation District

Phone: 315-592-9663
Fax: 315-592-9595
Web:
www.oswegocountysoilandwater.org

2/25/2026

Betsy Sherman-Saunders
Clerk of the Legislature
46 E Bridge Street
Oswego, NY 13126

Dear Betsy:

The Oswego County Soil and Water Conservation District Board of Directors would like to request that Linda Lockwood, Mary Ellen Chesbro and Jeffrey Richards be reappointed to the board. This reappointment request is for a term beginning January 1, 2026. Please refer to the bios attached for further information. Feel free to contact me should any questions arise and thank you in advance for your attention to this matter.

Sincerely,

Joe Chairvolotti
District Manager

Oswego County Soil and Water Conservation District Board of Directors
February 25, 2026

Bio for Linda Lockwood, Legislator
Term: 1 year
Term Expires: 12/31/2026

Linda Lockwood has been involved in politics for more than 20 years, is currently an Oswego County Legislator for District 11 and has also served as the vice chairperson of the Legislature in the past. Legislator Lockwood has been an active member on the Oswego County Soil and Water Conservation District Board of Directors since 2008 and is currently serving as the vice chairperson.

Bio for Mary Ellen Chesbro, Legislator
Term: 1 year
Term Expires: 12/31/2026

Mary Ellen Chesbro is an Oswego County Legislator for District 10 and has been an active member on the Oswego County Soil and Water Conservation District Board of Directors since 2020. Legislator Chesbro is also very involved in the agriculture community and operates a hay and beef farm with her husband Earl.

Bio for Jeffry Richards, Grange Representative
Term: 3 years
Term Expires: 12/31/2028

Jeffrey Richards has been living and working in the Town of Granby since 1981 on a farm with his wife of more than 40 years and has 3 children living in the area as well. Mr. Richards ran a dairy until 2011 and has been raising beef, pigs and hay since that time. Mr. Richards has been serving as an active member of the Oswego County Soil and Water Conservation District Board since 2002 and is currently serving as the chairman. In the past, this individual was a member of the Town of Granby Planning Board for more than 20 years, an Oswego County Farm Service Agency Board member and a member of Oswego County Cooperative Extension Agriculture Advisory Board. Mr. Richards recently became the chairman of the Oswego County Planning Board.

AGENDA# EP-2

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF WORKFORCE DEVELOPMENT – ACCEPTANCE OF FUNDS FOR OSWEGO BUILD

By Legislator Mary Ellen Chesbro:

WHEREAS, the Department of Workforce Development was awarded funding from the Workforce Development Institute to support operations of the Oswego Build Pathways to Apprenticeship program; and

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

RESOLVED, that the County Treasurer be, and is, authorized to accept $3,408 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 and shall be the authority to affect such acceptance of funds.

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

YES: NO: ABSENT: ABSTAIN:

200 North Second Street
Fulton, New York 13069
(315) 591-9000
(315) 591-9047 fax or (315) 591-9009 fax
ocwny@oswegocounty.com

TO: **Oswego County Legislature**
FROM: **Rachel Pierce, Director of Department of Workforce Development**
DATE: **April 9, 2026**
RE: **Budget Modification – Accept Funding for Oswego Build**

INFORMATIONAL MEMORANDUM

SUBJECT: Budget modification to accept funding from Workforce Development Institute to support Oswego Build.

BACKGROUND: The Department of Workforce Development has received revenue from Workforce Development Institute to support operations of the Oswego Build Pathways to Apprenticeship program Cohort 2. The paid program introduces participants from disadvantaged Oswego County communities to union trades in pursuance of an apprenticeship and family-sustaining wages. The participants learn through NABTU's Multi-Core Craft Curriculum (MC3) and earn their OSHA 10, First Aid/CPR, GPRO, and NCRC certificates. The contribution from Workforce Development Institute will be used as matching funds for the NYS Empire State Development Office of Strategic Workforce Development grant, of which Oswego Build is a sub-recipient of Centerstate CEO. The funding will be used for WorkKeys Assessments and boots for participants.

FISCAL IMPACT: Acceptance of $3,408.00 to Miscellaneous Revenue CD6300.427700 and increase expenses Other Fees & Services CD6300.543800 by $3,408.00. This is an acceptance of a funding award. ***Impact to local share of $0.00***.

RECOMMENDATION: The Department of Workforce Development recommends that the Economic Development & Planning Committee, Finance and Personnel Committee and the Legislature approve this budget modification to accept awarded revenue.

WORKFORCE DEVELOPMENT INSTITUTE

EDUCATION & TRAINING CONTRACT

PARTIES

This contract is between the Workforce Development Institute, Inc. (WDI) as the **FUNDER** having its principal office at 96 South Swan St, Albany, NY, 12210, and the following as the **CONTRACTOR:**

Oswego County Department of Workforce Development
200 North 2nd St
Fulton, NY 13069

PURPOSE OF AGREEMENT

Contract Number: CNY2613

Approved Project: *Oswego Build Pathways to Apprenticeship Program Support*

Approved Funding: $3,408.00

WDI will reimburse ***up to and including*** **$3,408.00** to the Contractor in support of the purchase of work boots for program participants as well as supporting ACT WorkKeys assessments for their National Career Readiness Credential, proving their work readiness and gaining experience for applying to trades unions. This project will lead to skill development for participants.

CONTRACT TERM

Contract Start Date: February 24, 2026

Contract End Date: March 24, 2026

It is the responsibility of the Contractor to ensure that all services and/or purchases approved by WDI and outlined in the Contract Budget below occur within the Contract Term. WDI is not responsible for the reimbursement of any part of this project that occurs outside of these dates.

CONTRACT BUDGET

WDI will reimburse the following expenses as described in the budget and on the quote(s) included in the application:

- Work Boots from Joseph C. Cortini, Inc. - $2,800.00
- WorkKeys Assessments from ACT - $608.00

WDI has approved this project based on the application and budget submitted by the Contractor. WDI will only reimburse for approved expenses that have been purchased from/serviced by the vendor(s) stated in the application packet. While funding allocation adjustments between multiple budget categories may be approved, no new or additional expenses will be approved for reimbursement.

CONTRACTOR INITIALS: _____

The total funding for this contract is not to exceed the approved amount of $3,408.00.

TERMS & CONDITIONS

REQUIRED REIMBURSEMENT DOCUMENTATION

The Contractor agrees to submit the following documentation with their reimbursement request(s):

- Copy of original invoice(s) and copy of original payment(s)/receipt(s) used for all equipment purchased and consulting services rendered under this contract *(please note that the equipment may not be ordered prior to the contract start date or after the contract end date; vendor invoices dated outside of the contract term will not be reimbursed)*
- Original itemized invoice(s) from Contractor to WDI not to exceed $3,408.00

WDI will only reimburse for expenses approved in the Contract Budget that have been purchased from/serviced by the vendor(s) stated in the application packet within the Contract Term. If the Contractor invoice to WDI includes expenses not approved under the Contract Budget or expenses incurred outside of the Contract Term, those expenses will not be approved for reimbursement and the invoice to WDI will be adjusted accordingly.

WDI receives funding for this grant from the New York State Department of Labor (NYS DOL) and must adhere to specific timeframes. **Final reimbursement documentation as described above is due by April 24, 2026.** Incorrect or incomplete submission of this documentation may significantly delay reimbursement or altogether void this contract.

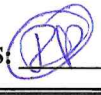
WDI sends periodic reminders about contract end dates and documentation deadlines however it is the sole responsibility of the Contractor to understand the reimbursement documentation requirements and submission deadline(s) described above. If all required documentation is not received by April 24, 2026 this agreement becomes immediately void as of April 25, 2026 and the Contractor will not be reimbursed.

COMPLIANCE WITH NYS PROCUREMENT & FUNDING GUIDELINES

By signature below, the Contractor agrees to comply with NYS procurement guidelines.
If the Contractor is using any other NYS funding source(s) for project budget items not covered by this contract it is the Contractor's responsibility to ensure that WDI funding is not comingled with that (those) funding source(s). In the event that an audit by the NYS DOL uncovers comingled funds, WDI reserves the right to request a refund from the Contractor for reimbursement funding distributed under this contract.

CONTRACT MODIFICATIONS

This contract is tied to a specific WDI funding source from the NYS DOL therefore a contract extension and/or amendment cannot be guaranteed.

 CONTRACTOR INITIALS: 

Any change to the Contract Term, Contract Budget, and/or Required Reimbursement Documentation must be approved by WDI prior to the Contract End Date defined on Page 1. No modification of this contract is valid unless written in the form of an Addendum or Amendment signed by both parties.

This contract is valid only to the extent funds are available to WDI from WDI's funding sources.

COMMUNICATIONS/PUBLICITY

As a New York State funded organization, WDI has a responsibility to report on all funded projects on our website, social media pages, and in annual publications. WDI reserves the right to include the Contractor's name and/or logo in any and all reports published in print or online.

News releases or any other public announcements in print or online regarding this project may not be released without prior approval from WDI to ensure that all publicity falls within NYS DOL guidelines.

WDI reserves the right to audit this project via physical attendance and photograph any training program and/or equipment funded through this contract. **Please initial below whether permission for WDI to make these photographs public via print, audiovisual, and/or social media is**

Approved by the Contractor _____

Not Approved by the Contractor _____

WORKFORCE IMPACT ASSESSMENT

Based on the timeline given in the approved application, the following outcomes are anticipated for this project:

Primary Projected Outcome: **14** *participants develop new skills*

A short survey will be sent for completion **9 months after the contract end date (December 2026)** addressing these and any other outcomes. Assessing this project is important for WDI to understand the extent to which our funding was effective and satisfied our mission.

The results of this survey **do not** affect the reimbursement for this project however failure to respond to the survey may have a negative impact on any future funding requests.

ENTIRE AGREEMENT

It is expressly agreed that this contract represents the entire agreement of the Parties and that any previous understandings are merged in this contract.

 CONTRACTOR INITIALS: _____

SIGNATURE & DATE

The Parties have read and agree to all guidelines, timelines, terms, and conditions set forth in this contract demonstrated by their signatures below:

FUNDER, ***Workforce Development Institute***

Name: Allison Bashkoff, Chief of Staff

Signature: Allison Bashkoff

Date: 03/09/2026

Name: Kate Oja, Central New York Regional Director

Signature: _____

Date: _____

CONTRACTOR, ***Oswego County Department of Workforce Development***

Name: Rachel Pierce, Director of Workforce Development

Signature: _____

Date: 3/17/2026

CONTACT INFORMATION:
Phone: 315-591-9000
Email: rachel.pierce@oswegocountyny.gov

CONTRACTOR INITIALS: _____

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

4/9/2026

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
CD6300	427700	OBS				Miscellaneous Revenue	(3,408.00)
			CD6300	543800	OBS	Other Fees & Services	3,408.00
						To accept funding to support Oswego Build.	
						Total	-

3/31/26

DEPARTMENT HEAD — DATE

*DIRECTOR OF HUMAN RESOURCES — DATE

*If Personnel Services are impacted

3 31 26

COUNTY ADMINISTRATOR — DATE

3-31-26

CHAIRPERSON — DATE

COUNTY TREASURER — DATE

Ver. 7.18.23

AGENDA# EP-3

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF WORKFORCE DEVELOPMENT FOR CONTINUED OPERATIONS

By Legislator Mary Ellen Chesbro:

WHEREAS, the Department of Workforce Development needs to shift funding within its budget for continued operations for Youth Paid Work Experience and Support Services based on job seeker needs; and

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

RESOLVED, that the County Treasurer be, and is, authorized to transfer $40,000 of funds 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 and shall be the authority to affect such transfers and make such adjustments.

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

YES: NO: ABSENT: ABSTAIN:

200 North Second Street
Fulton, New York 13069
(315) 591-9000
(315) 591-9047 fax or (315) 591-9009 fax
ocwny@oswegocounty.com

TO: **Oswego County Legislature**
FROM: **Rachel Pierce, Director of Department of Workforce Development**
DATE: **April 9, 2026**
RE: **Budget Modification – Transfer of Funds**

INFORMATIONAL MEMORANDUM

SUBJECT: Budget modification to transfer funds among budget lines

BACKGROUND: This budget modification is adjusting the Department of Workforce Development budget for continued operations for Youth Paid Work Experience and Support Services expenses. This is based on the need that we are seeing from job seekers in the career center.

FISCAL IMPACT: Increase CD6300.549000 Support Costs by $20,000, CD6300.51101 Work Experience by $16,000.00 and CD6300.590899 Other Benefits by $4,000 and decrease CD6300.549500 ITA Tuition by $20,000.00 and CD6300.543800 Other Fees & Services by $20,000. ***Impact to local share of $0.00***.

RECOMMENDATION: The Department of Workforce Development recommends that the Economic Development & Planning Committee, Finance and Personnel Committee and the Legislature approve this budget modification to transfer funds among budget lines.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

4/9/2026

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
CD6300	549000					Support Costs	20,000.00
CD6300	511001					Work Experience	16,000.00
CD6300	590899					Other Benefits	4,000.00
			CD6300	549500		ITA Tuition Payments	(20,000.00)
			CD6300	543800		Other Fees and Services	(20,000.00)
						To increase support and work experience accounts for continued services	

3/31/26
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

3 31 26
COUNTY ADMINISTRATOR DATE

3-31-26
CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# EP-4

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE ACCEPTANCE OF CAPITAL 5311 CONTRACT AWARD #C006029 AND ESTABLISHING CAPITAL PROJECT CP#0126 FOR THE OFFICE OF MOBILITY MANAGEMENT

By Legislator Mary Ellen Chesbro:

WHEREAS, the Office of Mobility Management has been awarded Capital 5311 funding under Contract #C006029, which includes funding for new and replacement buses as well as mobility management for Fiscal Year 2024-2025; and

WHEREAS, it is necessary to establish Capital Project CP#0126 to facilitate the purchase of buses; and

NOW, THEREFORE, upon the recommendation of the Economic Development and Planning Committee and the approval of the Finance and Personnel Committee; it is hereby

RESOLVED, that the Office of Mobility Management is authorized to accept Capital 5311 Contract Award #C006029; and be it further

RESOLVED, that Capital Project CP#0126 is hereby established to account for the purchase of new and replacement buses with a maximum authorization of $1,223,740.00; and be it further

RESOLVED, that the County Treasurer and Budget Officer are authorized and directed to make all necessary budgetary adjustments to implement this award and capital project; and be it even further

RESOLVED, that a certified copy of this resolution be provided to the County Treasurer, Budget Officer, and the Office of Mobility Management for the purpose of effectuating these actions.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY OFFICE OF MOBILITY MANAGEMENT

Heather Snow
Director

Kristen Fragale
Mobility Management Coordinator

COUNTY BUILDING
200 N 2ND ST.
FULTON, NEW YORK 13069

TELEPHONE (315) 746-4220/4221
FAX (315)349-8279

INFORMATIONAL MEMORANDUM

SUBJECT: To accept Capital 5311 Contract Award #C006029 and establish Capital Project CP#0126 for the Office of Mobility Management.

PURPOSE: To accept Capital 5311 funding for new and replacement buses as well as mobility management for Fiscal Year 2024-2025 and to establish Capital Project CP#0126 to facilitate the purchase of buses.

SUMMARY: The Office of Mobility Management has been awarded Capital 5311 funding under Contract #C006029, which includes funding for the purchase of new and replacement buses and mobility management activities for FY 2024-2025. To implement this award, it is necessary to establish Capital Project CP#0126 to properly account for the revenue and expenses associated with this capital funding.

FISCAL COMPACT: Capital Project CP#0126 will be established to account for the receipt of Capital 5311 funds and the purchase of buses, as well as associated mobility management expenses. 80% Federal, 10% State, 10% local match.

RECOMMENDED ACTION: The Office of Mobility Management requests and recommends that the Oswego County Legislature authorize acceptance of Capital 5311 Contract Award #C006029 and the establishment of Capital Project CP#0126 for the purchase of new and replacement buses and related mobility management funding.

Attachment 1 to Schedule A

Dated:

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Oswego County

Comptroller's Contract #: C006029 **Contract period: 1/1/2023 to 3/31/2029**

AGREEMENT PURPOSE: ☐ **Main Agreement** ☐ **Administrative Correction** ☑ **Additional Available Funds**

GENERAL PROJECT DESCRIPTION

Section 5311 Capital - 2023

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Oswego County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - %**		*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
3790.00.304	Purchase 4 35' Replacement buses	NY-2025-071-00	1 - 1	$820,000	$656,000	Admin	80	$82,000	10	$82,000	10	Omnibus	06/2031	10
3790.00.604	Purchase 3 <30' Expansion Buses	NY-2025-071-00	1 - 1	$403,740	$322,992	Admin	80	$40,374	10	$40,374	10	Omnibus	06/2031	5
3790.05.104	Mobility Management	NY-2025-071-00	1 - 1	$384,628	$307,703	Admin	80	$38,463	10	$38,462	10	Omnibus	12/2030	N/A
		Attachment Total:		**$1,608,368**	**$1,286,695**			**$160,837**		**$160,836**				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

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

Amount of the Grant is for the State and Federal shares

Maximum Payable amount for Contract C006029 - $2,778,191.00

Current Encumbered Amount - $2,155,863.00

Comptroller's Contract #: C006029

Oswego County

Section 5311 Capital - 2023

Attachment 1 to Schedule A

GRANTEE:

By: _____

Title: _____

Print Name: _____

Date: _____

NYSDOT:

By: _____

Date: _____

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

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

_____
Notary Public

MASS TRANSPORTATION CAPITAL PROJECT AGREEMENT

COMPTROLLER'S CONTRACT NO. **C006029**

Contract Period: **1/1/2023 – 3/31/2029**

This Agreement is made by and between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"),
and the
Oswego County (the Grantee) with its offices at
46 East Bridge Street, Oswego, New York 13126-2118

This agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of mass transportation capital project(s) to support public transportation systems, as more fully described by Schedule A annexed to this agreement, or one or more duly executed and approved Supplemental Schedules A to this agreement. The amount of NYSDOT's grant pursuant to this agreement shall be limited to reimbursement of Project Eligible Costs actually incurred, in no event to exceed **$2,778,191** (the "Grant")

W I T N E S S E T H:

WHEREAS, pursuant to State Finance Law §89-c, that establishes the Dedicated Mass Transportation Trust Fund ("DMTTF"), following appropriation by the legislature moneys therein shall be utilized for the design, construction, reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or reappropriation from the DMTTF the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by Grantees, regional public transportation authorities, and mass transit systems;

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Grantee are desirous of progressing the Project(s) under the Dedicated Mass Transportation Trust Fund program of projects;

WHEREAS, the Grantee by duly adopted Resolution approved the Project(s), the Grantee's entry into this Agreement and authorized the appropriate official of the Grantee to execute this Agreement and the applicable Schedule A on behalf of the Grantee (a copy of such Resolution is attached hereto and made a part of this Agreement);

Check if State-administered Federal Aid (§5311) is applicable ☒:

WHEREAS, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

WHEREAS, the State has appropriated or reappropriated federal aid monies for the Project(s)

Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable ☐:

WHEREAS, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

WHEREAS, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, the Sponsor attests that the Project has a useful service life of at least 10 years, and

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Mass Transportation Capital Project Agreement";
- Schedule A – Project(s) Description, Funding and Development Schedule;
- Exhibit A - Work Requirements
- Exhibit B – Grantee Record Keeping Guidelines
- Exhibit C (if applicable) - FTA Circular C 4220.1F – Third Party Contracting (included by reference)
- Appendix A - Standard Clauses for All New York State Contracts
- Appendix A-1 Supplemental Title VI Provisions (Civil Rights Act)
- Appendix B - U.S. Government (FTA) Required Clauses
- Grantee Resolution (if applicable) - duly adopted grantee resolution(s) authorizing the appropriate official of the Grantee to execute this Agreement on behalf of the Grantee and appropriating or otherwise providing the funding required therefor.
- If State-Administered Federal Aid (§5311) is applicable, as designated on page 1, then the Federal §5311 Capital Project Application, approved by NYSDOT, and respective Federal Eligibility Requirements, are incorporated by reference.
- If "Rebuild and Renew New York Transportation Bond Act of 2005" is applicable, as designated on page 1, then the final approved Bond Application and State Requirements are incorporated by reference.

2. *Work, Maintenance and Operation*: Grantee shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, and shall fund all costs attendant such completion. Grantee shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto. Upon Project completion, Grantee will operate and maintain the Project at no expense to NYSDOT and, during the useful life of the Project according to federal guidelines, Grantee shall not discontinue operation, or dispose of the Project without the prior written approval of **NYSDOT.**

3. *State-Aid.* NYSDOT will reimburse the State-Aid portion described in Schedule A in the manner described below.

3.1.1 *State Aid-Eligible Costs.* State Aid-Eligible Project costs include costs of design, engineering, acquisition, demolition, construction, repair, reconstruction, renovation, equipment and other directly related Project costs identified for such State aid in Schedule A hereof.

3.1.2 *Participating Items.* NYSDOT shall apply state funds only for that work and those items that are eligible for State participation under the State Finance Law §89-c. Included among the participating items are the actual cost of Grantee employee personal services, leave and fringe benefit additives directly related to performing the project Other participating costs include fees to consultants and professionals retained by the Grantee for planning, designing, managing, and performing the Project.

3.1.3 *Periodic Reimbursement.* Except where the Grantee proceeds or has proceeded without an agreement with NYSDOT, if the Grantee finds it desirable to have reimbursement made periodically, upon the request and certification therefor by the Grantee, NYSDOT may make progress payments based on billings prepared and submitted by the Grantee in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FTA. The Grantee must certify as part of each grantee payment request that the payment requested does not duplicate reimbursement of costs and services received from other sources or previous payment requests. These payments shall be made as moneys become available therefor.

3.2 State Administered Federal Aid Eligible Project Costs. Where the State administers Federal aid to the Grantee as set forth in Schedule A, or one or more supplemental Schedules A, consistent with the provisions of FTA Circular 9040.1G and State policy governing the administration of the FTA Section 5311 Program, eligible reimbursable Federal share of eligible facilities and equipment shall not exceed 80% of the net project cost, except for bicycle facilities projects and facility construction or rehabilitation required to comply with the Americans with Disability Act of 1990 or the Clean Air Act, which may have up to a 90 percent Federal share. For work performed by or through the Grantee, NYSDOT will reimburse federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

3.3 *Debt Service.* Federal aid or State aid funds shall **not** be used to pay for interest, issuance costs or reserves in connection with the issuance of debt to fund the Project, but may repay principal indebtedness incurred to fund Eligible Project costs, which debt shall then be retired, redeemed or deceased in the amount of such repayment(s) by the issuer thereof.

3.4 In no event shall this Agreement create any obligation to the Grantee for funding or reimbursement of any amount in excess of the amount stated in Schedule A or duly executed Supplemental Schedules A for the State Share and any applicable Federal aid funded under this Agreement (Schedule A may show State, local or other funds required for the project that are not funded under this Agreement, and are otherwise the responsibility of the Grantee to provide to the Project).

3.5 All items included by the Grantee in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT (See **EXHIBIT B**) and the FTA. Such items shall be subject to audit by the State and the FTA.

3.6 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect, such payment the reimbursement to the Grantee provided for in 3 may be reduced by NYSDOT by the amounts thereof.

4. *Supplemental Agreement or Supplemental Schedules.* Supplemental Agreements or Supplemental Schedules under a NYSDOT Supplemental Cover Agreement may be entered by the parties, and must be approved in the manner required for a State contract.

5. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Grantee any moneys paid to the Grantee pursuant to this Agreement which are subsequently determined to be ineligible for State Aid or applicable Federal Aid hereunder.

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

7. *Grantee Liability.*

7.1 If the Grantee performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Grantee, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Grantee specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

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

8. *Project Maintenance and Operation: No Charter or Exclusive School Bus Use.* Upon Project completion the **Grantee** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient public transportation, and such operation and maintenance shall not be terminated without prior written authorization from **NYSDOT**. Project equipment shall not be used in charter bus service in competition with private bus operators or for exclusive school bus use, except as provided by **NYSDOT** and/or FTA rules and regulations.

8.1 Disposition or Encumbrance of Project. Grantee will not dispose of or encumber the Project or cause the Project to be withdrawn from mass transportation service during its useful life, as defined in Schedule A, without the prior approval of NYSDOT, which approval is reserved for the purposes of assuring compliance with: NYSDOT or Grantee assurances or certifications to the FTA in connection with any FTA funding of the Project(s) made hereunder; and/or Project restrictions that may apply should the State funding of this agreement be made from the proceeds of debt obligations. For any State administered Project with FTA funding, any such NYSDOT approved disposition shall be consistent with Federal Law and FTA rules, regulations, circulars and guidance relating to disposition or encumbrance of Federally-funded projects. For any agreement, or portion of any agreement, funded with DMTTF appropriations which are based solely on matching Federal transportation funding, NYSDOT will approve such disposition or encumbrance consistent with the actions taken by the FTA and/or Federal Highway Administration. For any project funded solely with DMTTF funds, NYSDOT actions regarding disposition or encumbrance shall be consistent with State laws, regulations and procedures.

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

Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

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

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

12. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect for the contract period as first written above so long as the State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

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

14. *Ethics Considerations.* In addition to **Grantee's** conforming with the any applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the grant made hereunder, no member of **Grantee's** governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, **Grantee** shall disclose such relationship to **NYSDOT** and shall obtain prior written approval therefor from **NYSDOT**.

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

16. *Notice of Governmental Audit.* **Grantee** shall notify **NYSDOT** of any audit by any governmental agency of any projects, operations or reports of **Grantee** within five (5) days of receiving information relating thereto.

17. *Inspection and Audit.* **Grantee** shall permit the authorized representative of **NYSDOT** and/or the State Comptroller to inspect and audit all books, records and accounts of **Grantee** pertaining to the Project under this Agreement. **Grantee** shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.

18. *SEQRA.* **Grantee** shall comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). **Grantee**, if a unit of government, shall be the "lead agency" for SEQRA purposes. If **Grantee** is not a unit of government, a governmental unit with jurisdiction shall be the "lead agency" or, on the application of **Grantee** and agreement to pay the costs thereof, **NYSDOT** may elect to be "lead agency".

19 *Required Clauses.* Attached hereto and made a part of this agreement, as if set forth fully herein as Appendix A, Standard Clauses For All New York State Contracts and Appendix B, U.S. Government Required Clauses. For State administered Federal aid projects funded through this Agreement, the Grantee will fulfill and comply with the requirements of the Final Approved Federal §5311 Capital Project Application, inclusive of provisions required in connection with Federal aid.

20. NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by e-mail.

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

State of New York Department of Transportation
Name: Public Transportation Bureau
Address: POD 5-4, 50 Wolf Rd, Albany NY 12232
Telephone Number: (518) 457-8335
E-Mail Address: 5311ruralapplications@dot.ny.gov

Oswego County
Name: Honorable James Weatherup
Title: Chairman
Agency: Oswego County Legislature
Address: 46 East Bridge Street, Oswego, New York 13126-2118
Telephone Number: (315) 668-3271
Unique Entity ID: J1HCTZ6JU6H1
E-Mail Address: james.weatherup@oswegocounty.com

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

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

21. CONTRACT PAYMENTS

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index/htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written.

GRANTEE:	NYSDOT:
By: James Weatherup Title: CHAIRMAN Print Name: JAMES WEATHERUP Date: 6/13/24	By: Mia Taylor For Commissioner of Transportation Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract. Date: AUG 14 2024

APPROVED AS TO FORM:	APPROVED:
State of New York Attorney General By: _____ Date: _____	Comptroller By: _____ Date: _____ Pursuant to State Finance Law §112.

APPROVED
DEPT. OF AUDIT & CONTROL
Aug 26 2024
Mia Graham
FOR THE STATE COMPTROLLER

CONTRACT No: C006029

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

On this 13th day of June, 2024 before me personally came James Weatherup to me known, who, being by me duly sworn did depose and say that he/she resides at Central Square NY; that he/she is the Chairman Legislature of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the Legislature of said Municipal/Sponsor Corporation; and that he/she signed his/her name thereto by like order.

Jennifer Shepardson
Notary Public

JENNIFER SHEPARDSON
Notary Public - State of New York
No. 01SH6267834
Qualified in Oswego County
My Commission Expires August, 2024

PROJECT AGREEMENT

SCHEDULE A Dated

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Oswego County

Comptroller's Contract #: C006029 Contract period: 1/1/2023 to 12/31/2028

AGREEMENT PURPOSE: ☑ **Main Agreement** ☐ **Supplemental Schedule** ☐ **Administrative Correction**

GENERAL PROJECT DESCRIPTION

Section 5311 Capital 2023

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Oswego County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - **	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
3790.03.104	2023 Mobility Management Partial	NY-2023-105-00	0 - 0	$139,427.00	$111,542.00	Admin	80	$13,943.00	10	$13,942.00	10	Omnibus	12/2024	0
3790.05.304	Purchase Replace 3 Lot I Buses	NY-2023-105-00	0 - 0	$647,606.00	$518,085.00	Admin	80	$64,761.00	10	$64,760.00	10	Omnibus	12/2024	10
		Agreement Total:		**$787,033.00**	**$629,627.00**			**$78,704.00**		**$78,702.00**				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

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

EXHIBIT A
Work Requirements for Mass Transportation Capital Project Agreement

The work of the project shall be performed in accordance with the following requirements:

1. Plans, Specifications and Estimates, Contracts, and Construction
   a. The Grantee shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA") and State Environmental Quality Review Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.
   b. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law.
   c. The Grantee shall design and construct the Project, or cause it to be designed and constructed, in accordance with Federal and State design standards and conditions under the supervision of a professional engineer, or architect or other professional.
   d. All construction work shall be performed with construction materials and construction methods in accordance with contract specifications contained in bid package, contract award package, and any and all approved contract modifications. Construction supervision work shall be performed by the Grantee or by contract.
   e. The record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Grantee shall be in accordance with the Project specifications whether or not such procedures are required for the receipt of Federal-Aid.
   f. Any contract plans and specifications shall be stamped with the seal of a professional engineer licensed in this State and shall be signed by such professional engineer, or shall be signed by such other professional licensed in this State. The plans and specifications shall be filed with NYSDOT. The plans, specifications and estimate package for the project shall be submitted to NYSDOT for review, comment and notice to the Grantee to proceed to letting construction of the project.
   g. The Grantee shall submit plans, specifications, designs, estimates, contract modifications, contract award documents, and other project related documents and information in a manner consistent with the NYSDOT *Design and Construction Oversight Process* for mass transportation capital construction projects.
   h. The contract between the Grantee and its contractor(s) must comply in every way with applicable Federal laws, rules, regulations and, whether or not otherwise required for federal aid for the Project, the Federal-Aid Policy Guide (FPG) NYSDOT shall not be a party to any such third party contract.

2. Procurement: Whether or not otherwise required for federal aid for the Project, the Grantee must adhere to the requirements of Federal Transit Administration Circular FTA C 4220.1D as reproduced below, or as revised, for the solicitation, award and administration of its' third party contracts.

3. Contract Letting and Award: As required by law construction contract lettings, construction contract awards, and any and all third party contract awards funded as part of this Project shall be based on a competitive process, and shall require prior approval of NYSDOT in the following manner:

   a. Prior to advertising for bids, one copy each of the proposed construction contract, plans, specifications and all related bidding documents shall be submitted upon request to NYSDOT for its approval prior to such advertisement. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Grantee subject to the approval of NYSDOT.

   b. Advertisement must be placed in newspapers, bulletins, trade journals and/or minority publications *for a minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.

   c. After the bid opening and before award, the following contract award package shall be maintained, and shall be submitted to NYSDOT for their approval upon request:

   (1) Proof of publication of advertising for bids.
   (2) Certification of all bids received with tabulation of up to six lowest.
   (3) Copy of the proposal signed by the bidder selected for award of the contract.
   (4) If the award is not to be made to the lowest bidder, a statement of explanation.

(5) Bid amount broken down by fiscal shares.
(6) Competitive bidding statement.
(7) Recommendations for award.
(8) Analysis of low bid, including identification of unbalanced bids.
(9) Certification of quantities of items bid 25% or greater over the engineer's estimate.
(10) Non-collusive Bidding Certification.
(11) Bidder Debarment History Certification.
(12) For contracts over $500,000 or as otherwise required:
(13) Schedule of proposed DBE participation; and
(14) NYS Uniform Contracting Questionnaire (CCA-1).

The Grantee shall award the contract and file an executed copy thereof with NYSDOT.

4. Contract Modification: The Grantee shall provide, in a manner determined by NYSDOT, any and all contract modification documentation and requests for NYSDOT review and approval. NYSDOT approval of any contract modification is required for the Grantee to receive State funding, and/or State-administered Federal Aid as applicable, for any cost increase contained in such contract modification.

EXHIBIT B
Grantee Record Keeping Guidelines

The work of the project shall be performed in accordance with the following requirements:

1. *Progress Billings.* After approval of the Agreement, the Grantee may submit progress billings to NYSDOT for the State funding, and any applicable State-administered Federal share of approved costs shall be supported as follows:

   a) Contracts/Consultant Agreements - Separate invoices or billings are required for each contract, each consultant agreement, and for work performed by Grantee employees. Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.

   b) Work by Grantee Employees - Billings for Grantee employees will be on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by an Engineer's Payroll Abstract for the period(s) covered by the billings, copies of payroll time sheets for the applicable billing period and copies of paid invoices or supporting documents for all non-personal service cost items in excess of $250. Only those direct Project costs as defined in applicable regulations can be included in billings. The supporting documents for personal service and non-personal service costs are to include payroll time sheets, engineer=s payroll abstract leave and fringe benefit additives, and documented non-personal service costs.

   c) NYSDOT will reimburse Grantee personal service, fringe benefits, non-personal service and related costs which are clearly identifiable to a specific project.

2. *Project Detail Ledgers.* For audit purposes, a Project Detail Ledger is required as the official accounting record of the Grantee to record and accumulate all cost transactions applicable to the Project. All costs recorded on the Project Detail Ledger should be for 100% of such costs without reduction for the non-Federal share, State funding, and for any applicable Federal share.

   Every transaction listed on the Project Detail Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source document amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, social security numbers (for time sheets and employee reimbursements), vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction, i.e. - pay period dates for time sheets, or voucher approval or date paid for payments to the consultant, employee reimbursements, etc.

   The ledgers for the Project will include totals for all transactions recorded during: (1) each accounting month, (2) the fiscal year of the Grantee, and (3) for the Project life to date.

3. *Source Documents.* The Grantee will retain an official copy of consultant estimates, payroll time sheets, employee travel claims and all other original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Grantee's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Grantee's central finance office.

4. *Audit/Disallowances.* Project costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by NYSDOT, the State Comptroller, Federal Transit Administration, and/or the U.S. Department of Transportation, Officer of the Inspector General. Amounts paid to the Grantee by NYSDOT that are subsequently disallowed by the Federal Government are subject to recovery by NYSDOT from the Grantee, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other Project

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://nv.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

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

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

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

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

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

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

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

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

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

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

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potiential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorportation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

U.S. GOVERNMENT (FTA) REQUIRED CLAUSES

For any conditions imposed upon a "contractor" or "subcontractor", it shall be the recipient's responsibility to notify and impose applicable requirements upon any such contractor or subcontractor. Notwithstanding the foregoing, other requirements applicable to the recipient or subrecipient may also apply to a contractor or subcontractor, or any other third party, for which the recipient or subrecipient shall also be responsible for imposing any such condition.

Any use of "recipient" or "subrecipient" shall mean the grant recipient of the associated agreement to which this appendix is incorporated and applies. Such terms are interchangeable and may be used contemporaneously. A recipient or subrecipient shall impose any requirements of this appendix, or associated agreement, to any sub-awardee.

Any use of "Sub-agreement" or "Sub-grant" shall mean an agreement through which the Recipient awards federal assistance to a Sub-grantee(s) to support or stimulate any of the Recipient's or Sub-grantee(s) Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third-party subcontract, or lease.

Any use of "Sub-awardee" shall mean any entity or person that receives federal assistance from the FTA through an associated agreement, but is not a direct recipient of fund from, or a direct party to this agreement with, the State. Sub-awardee shall not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.

Any use of "Third Party", "Third-Party Participant", or variations thereof, shall mean a grant recipient, sub-awardee – and contractor(s), subcontractor(s), or suppliers, thereof – whose work under the associated agreement is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for as a non-federal share. Such terms are interchangeable and may be used contemporaneously.

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Build America, Buy America Act – Applicability – all

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference. If a Recipient or any Third-Party Participant that has operated a chart bus in violation of federal laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

School Bus Requirements – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school

bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Recipient shall:

a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels;
b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over $250,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $250,000 financed in whole or in part with FTA assistance.

Safe Operation of Motor Vehicles- Applicability – All

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 *Fed. Reg.* 19217), by:

   Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

   (1) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

   (2) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

   (3) Extension of Provision. The Recipient is encouraged to include the immediately preceding Provision of section (1) – (2) in each third party sub-agreement (if applicable) at each tier supported with federal assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report,

which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey
Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

    A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
    B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
    C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
    D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $250,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

Trafficking in Persons

(1) Legal Authorities. The Recipient and subrecipient agrees to comply with federal requirements and guidance, including:
   (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
   (b) The terms of this section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, per U.S. OMB's direction.

(2) Definitions. The Recipient agrees that ***for purposes of this section:***
   (a) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.
   (b) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   (c) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).
   (d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
   (e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
   (f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
   (g) Recipient or Direct Recipient means a non-federal entity that receives an award directly from the State of New York to carry out an activity under a federal program. The term "Recipient" does not include a Subrecipient.
   (h) Subrecipient or Sub-grantee means any entity or person that receives federal assistance provided by the State instead of from the State directly, but does not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.
   (i) Sub-agreement or Sub-grant means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient's or Subrecipient's Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third party subcontract, or lease.
   (j) "This Section" any references to "this section" shall mean and refer to the section titled, **"Trafficking in Persons"**.

(3) Provisions Applicable to All Recipients. The Recipient agrees to and assures that it,

and any Subrecipients, will:

(a) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this section, and

(b) Sub-agreement Provision. Certify and include the following provision in any sub-agreement it enters with a private entity as defined above in section (2)(c) of this section:

Recipient, or sub recipient, agrees that it and its employees that participate in the Recipient's Award, may not:

1. *Engage in severe forms of trafficking in persons during the period that the Recipient's Award is in effect,*
2. *Procure a commercial sex act during the period that the Recipient's Award is in effect, or*
3. *Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.*

(4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:

(a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

1 Engage in severe forms of trafficking in persons during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect,

2 Procure a commercial sex act during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect, or

3 Use forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements.

(b) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provide FTA and the State of New York, through receipt of federal funds, the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government or the State of New York, if FTA or the State of New York determines that the private entity Recipient or its Subrecipient:

1 Has violated a prohibition described above in section (4)(a) of this Section, or

2 Has an employee whose conduct is determined to have violated a prohibition described above in section (4)(a) of this Section because that employee's conduct is either:

a Associated with the performance of the Recipient's Underlying Agreement, or

b Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, or

(ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension

(Nonprocurement)," 2 C.F.R. part 180.

(5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. §7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provides FTA, and consequently the State, the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government or the State of New York, for a violation of that Act if FTA, or the State of New York, determines that:

(a) A private entity that is the Recipient or Subrecipient is determined to have engaged in severe forms of trafficking in persons during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect; procured a commercial sex act during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements thereunder; or

(b) An employee of a private entity that is the Recipient or Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's or Subrecipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's or Subrecipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements thereunder, and whose conduct described above is associated with the performance of the Recipient's or Subrecipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200.

(6) Remedies Other Than Termination of Federal Assistance. The Recipient or Subrecipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections (4)(b) and (5) are in addition to all other remedies for noncompliance available to the State and Federal Government under the associated grant agreement.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an recipient, subrecipient, or a sub-grantee of an FTA recipient, and in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto, as provided by 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract, to the extent that such are publicly available. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding $250,000, FTA may accept the bonding policy and

requirements of the recipient, provided they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than $1 million;
(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or
(3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified

Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.
Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
   (i) Fifty percent of the contract price if the contract price is not more than $1 million.
   (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
   (iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)
The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
(i) Fifty percent of the contract price if the contract price is not more than $1 million;
(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements
The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).
Patent Infringement Bonding Requirements (Patent Indemnity)
The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over $150,000.

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over $2,000

(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Responsibilities

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to

the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(vi) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe

benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v)(B) or (1)(v)(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training,

or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the

wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may, by appropriate instructions, require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over $250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract

work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Awards Involving Commerce. The Recipient agrees to comply, and assures that each Third-Party Participants will comply, with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq*. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, or as the Federal Government otherwise determines applicable.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part

with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) Civil Fraud. The Recipient acknowledges and agrees that:

(i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31.

(ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

(iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effectuated by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for

supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach If the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth

in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an

equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over $25,000

The Recipient/subrecipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third-Party Participant that is debarred or suspended except as authorized by:

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,
(ii) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and
(iii) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if

required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third-Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(i) Will comply with Federal debarment and suspension requirements, and
(ii) Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
(iii) If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or
(c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian

Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibiting discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and
(2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,
(3) Except as FTA determines otherwise in writing:
(a) General. Follow:
(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and
(ii) Other applicable Federal guidance that may be issued, but
(b) for the exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program;

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third-Party Participant will:
(1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin,
(2) Comply with:
(a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
(b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
(c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and
(3) Except as FTA determines otherwise in writing, follow:
(a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
(b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
(c) Other applicable Federal guidance that may be issued;

c. Equal Employment Opportunity.
(1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third-Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:
(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

(b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and
(d) Comply with FTA Circular 4704.1other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. The Recipient agrees to:

(a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: (1) Race, (2) Color, (3) Religion, (4) Sex, (5) Disability, (6) Age, or (7) National origin,

(b) Take affirmative action that includes, but is not limited to: (1) Recruitment advertising, (2) Recruitment, (3) Employment, (4) Rates of pay, (5) Other forms of compensation, (6) Selection for training, including apprenticeship, (7) Upgrading, (8) Transfers, (9) Demotions, (10) Layoffs, and (11) Terminations, with the exception of Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third-Party Participant, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise.

(1) To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project, and Recipient agrees to comply with:
(a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note,
(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
(c) Federal transit law, specifically 49 U.S.C. § 5332,

(2) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(3) Assurance. As required by 49 C.F.R. § 26.13(a),

(4) The Recipient provides assurance that:

(a) The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26.

(b) The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

(c) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

(d) Upon notification to the Recipient of its failure to abide by DBE requirements, the Federal Government may impose sanctions as provided for in 49 C.F.R. part 26, as implemented by the State through this agreement, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(5) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21and previous legislation.

e. Nondiscrimination on the Basis of Sex

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA,

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,

(4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability

The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer,"

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

(2) Federal regulations, including:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,

(c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,

(d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,

(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,

(f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,

(g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,

(i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and

(j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and

(3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
(1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.,
(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and
(3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:
(1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and
(2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:
(1) Comply with other applicable Federal nondiscrimination laws and regulations, and
(2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over $250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.
Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights

and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data –
Contracts involving experimental, developmental, or research work ($10,000 or less, except for construction contracts over $2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights Section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights.

The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third-Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and
(2) Unless the Federal Government determines otherwise in writing – irrespective of the Recipient's status or the status of any Third-Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual – the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:
    (a) 35 U.S.C. § 200 et seq., and
    (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the

Project are program income, and
(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
(a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
(b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data" means recorded information, subject to (1) Copyright, whether or not copyrighted, and (2) Delivery, that which is delivered or specified to be delivered under the Underlying Agreement.

B. Examples of "Subject Data." Examples of "subject data" include, but are not limited to:
(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but do not include: (1) Financial reports, (2) Cost analyses, or (3) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement:

(1) Prohibitions. The Recipient may not:
(a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or
(b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to:
(a) Publications or reproductions for the Recipient's own internal use,
(b) An institution of higher learning,
(c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or
(d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:
(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,
(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but
(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both:
(a) For the Recipient's use, and
(b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:
(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
(a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
(b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:
(1) Violation by Recipient.
(a) If it willfully or intentionally violates any:
(1) Proprietary rights, (2) Copyrights, or (3) Right of privacy, and
(b) Its violation occurs from any of the following uses of Project data:
(1) Publication, (2) Translation, (3) Reproduction, (4) Delivery, (5) Use, or (6) Disposition, then
(c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:
(1) The Federal Government's officers acting within the scope of their official duties,
(2) The Federal Government's employees acting within the scope of their official duties, and
(3) Federal Government's agents acting within the scope of their official duties, but

(2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights Section G(1) if:
(a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or
(b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section

pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

(1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records,

(3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

Public Transportation Employee Protective Arrangements

The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

1. U.S. DOL Certification When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:
   (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,
   (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,

(c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
(d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:
(1) Alternative comparable arrangements U.S. DOL has specified for the Project,
(2) Any revisions U.S. DOL has specified for the Project, or
(3) Both, and
(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project:

(1) The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,
(2) The documents cited in that U.S. DOL certification for the Project,
(3) Any alternative comparable arrangements that U.S. DOL has specified for the Project, and
(4) Any revisions that U.S. DOL has specified for the Project,

2. Special Warranty When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:

(a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),
(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
(c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: (1) Any alternative comparable arrangements U.S. DOL has specified for the Project, (2) Any revisions U.S. DOL has specified for the Project, or (3) Both, and
(d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement:
1. The U.S. DOL Special Warranty for its Project,
2. Documents cited in that Special Warranty,
3. Alternative comparable arrangements U.S. DOL specifies for the Project, and
4. Any revisions that U.S. DOL has specified for the Project, and

3. Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public

transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:

(a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and

(b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over $10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations:

(a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,

(b) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325, all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January

8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Safeguarding Protected Personally Identifiable Information (PPI)

U.S. DOT Common Rules requires Recipient to implement, and require any sub-grantee, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations – Any of Recipient's contracts shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including,

without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Recipient and any third-party participant(s) shall comply with 49 U.S.C. § 303, 23 C.F.R part 774, 54 U.S.C. §306108, 54 U.S.C. 312501 *et. seq.*, 36 C.F.R. part 800, 42 U.S.C. §1996, §3161 note and Executive Order No. 13007 as such actions may relate to: Parks, Recreation Areas, Wildlife and Waterfowl Refuges; Historic Sites, Archeological and Historic Preservation, Protection of Historic Properties; preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act; compliance with environmental mitigation measures related to environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

(1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and

(2) DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and

(3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions

with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, except as permitted by federal law, regulation, requirement or guidance. Such exception may include, but may not be limited to, A/E contracts under certain circumstances and preference for hiring veterans on transit construction projects.

Organizational Conflicts of Interest

The Recipient and subrecipient, if any, agrees that it will not enter a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and

(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Ethics

Standards of Conduct. At a minimum, the Recipient / Subrecipients will establish and maintain written Standards of Conduct covering conflicts of interest that:

(1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third-party contract or subcontract:

(a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third-party agreement,

(b) The immediate family members or partners of those listed above in section (1)(a) of this Master Agreement, and

(c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections (1)(a) and (b) of this Master Agreement;

(2) Prohibit those individuals listed above in section (1) from:

(a) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third-Party Participants at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest, and

(b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third-Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

(3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section (1) and the Recipient's or Subrecipient's Third Party Participants.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non- Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non- Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non- Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December

26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Applicability – all

The Contractor agrees to comply with the following Federal requirements:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 212

RESOLUTION AUTHORIZING OSWEGO COUNTY OFFICE OF MOBILITY MANAGEMENT-OFFICE OF COMMUNITY DEVELOPMENT, TOURISM, & PLANNING TO ACCEPT 2023-2029 SECTION 5311 CAPITAL MASTER CONTRACT AND TO CREATE CAPITAL PROJECT NUMBER 1424

By Legislator Mary Ellen Chesbro:

WHEREAS, the Office of Mobility Management-Department of Community Development, Tourism and Planning has received Section 5311 Capital funding from New York State Department of Transportation (DOT); and

WHEREAS, a resolution is both necessary and desirable to execute contract #C006029 from the Department of Transportation (DOT) to receive the capital award and create Capital Project (CP#1424); and

NOW, THEREFORE, upon recommendation of the Economic Development and Planning Committee of this body, with the approval of Finance and Personnel Committee it is hereby,

RESOLVED, that the Chairman of the Legislature be, and is hereby, authorized to execute Section 5311 Contract #C006029 and create Capital Project (CP#1424); and be it further

RESOLVED, that a certified copy of this resolution be delivered to the New York State Department of Transportation (DOT) to distribute the Section 5311 Capital award to Oswego County.

ADOPTED BY CONCENT VOTE ON JULY 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification **Res. 212 of 2024**

H 445890 1424	**($111,542)**
H 435940 1424	**($13,943)**
H 427700 1424	**($13,942)**
H 529000 1424	**$139,427**
H 445890 94	**($518,085)**
H 435940 94	**($64,761)**
H 427700 94	**($64,760)**
H 529000 94	**$647,606**

STATE OF NEW YORK)
COUNTY OF OSWEGO) ss:

THIS IS TO CERTIFY THAT I, Betsy Sherman-Saunders, Clerk of the Oswego County Legislature have compared the foregoing copy with the original resolution now on file in my office which was adopted by the Oswego County Legislature on July 11, 2024
IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the said Legislature of Oswego County, New York, on this 12th day of July 2024.

Betsy Sherman-Saunders
Clerk of the Oswego County Legislature

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
H	529000	0126				Capital Project Expense	1,223,740.00
			H	440890	0126	Section 5311 Federal Aid	(978,992.00)
			H	435940	0126	State Aid	(122,374.00)
			H	427700	0126	Local Share (Accelerated Transit Capital Grant)	(122,374.00)

3.31.26
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

3 31 26
COUNTY ADMINISTRATOR DATE

3-31-26
CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# EP-5

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS TO OSWEGO COUNTY HOUSING DEVELOPMENT COUNCIL TO SUPPORT DRINKING WATER AND SEWER LATERAL HOOKUP PROGRAM

By Legislator Mary Ellen Chesbro:

WHEREAS, the County of Oswego recognizes the importance of safe and reliable potable water and sanitary sewer services for the health, safety, and welfare of its residents; and

WHEREAS, the county seeks to maximize the use and access to existing water and sewer infrastructure and improve the quality and sustainability of the existing housing stock; and

WHEREAS, the county previously created and funded a program called the CDBG Program Income Housing (PLOAN) Revolving Loan Fund whose purpose was to assist Income Eligible Homeowners with critical housing needs that left unattended could be hazardous to the health of inhabitants or that could force families to be evicted until necessary repairs are made; and

WHEREAS, the NY State office of Housing and Community Renewal (HCR) no longer supports the revolving loan program to operate and has notified the county that those funds can be reutilized; and

WHEREAS, the NY State law does not allow Oswego County to assist individuals directly; and

WHEREAS, the CDBG Program Income Housing (PLOAN) Fund currently has a balance of $69,833.02; and

WHEREAS, the cost of drinking water and sewer lateral connections can present a financial hardship for homeowners, particularly those of low-to-moderate-income; and

WHEREAS, the county desires to support a Drinking Water and Sewer Lateral Hookup Program to support eligible homeowners in connecting to existing drinking water systems; and

WHEREAS, the County will partner with Oswego Housing Development Council, Inc. (OHDC) a local non-profit to administer the program and award and disburse funding; and

NOW, upon recommendation of the Economic Development and Planning

Committee of this body; it is hereby

RESOLVED, that the Oswego County Legislature hereby authorizes the transfer of $50,000 from the PLOAN account to the OHDC for the creation of a Drinking Water and Sewer Lateral Hookup Program; and it is further

RESOLVED, that the County of Oswego is hereby authorized to take all actions and execute all documents necessary to transfer said funds.

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

YES: NO: ABSENT: ABSTAIN:

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

Tim Stahl
Director

TO: **Economic Development & Planning**
FROM: **Tim Stahl – Director of Community Development, Planning & Tourism**
DATE: **4/9/26**

RE: **Resolution Authorizing Transfer of $50,000 to Oswego Housing Development Council to create Drinking Water and Sewer Lateral Hookup Program**

SUBJECT: **Transfer funds to OHDC to create Lateral Hookup Program**

SUMMARY:

Resolution 061 of 2022 created the CDBG Program Income Housing Revolving Loan Fund (PLOAN) from program income and administrative fees remaining from other completed CDBG grant funded programs. This PLOAN fund has been used since that time to assist Oswego County income eligible homeowners with critical housing needs such as sanitary sewers, septic system repairs and drinking water issues which left unattended could be hazardous to the health of the inhabitants or that could force families to be evicted. That fund currently has $69,833.02.

New York State Housing & Community Renewal (HCR) ended the revolving loan program transferring the funds from the HCR program to an internal PLOAN account. Under state law we cannot directly assist homeowners. Transferring these funds to a non-profit partner to create a similar program would allow the funds to serve their original purposes and also allow us to be in compliance with NY State law.

This proposal, in partnership with the Oswego Housing Development Council (OHDC), a local non-profit whose mission closely aligns with this program, would transfer $50,000.00 in funds from our PLOAN account and allow those funds to be directly awarded and disbursed to income eligible homeowners for connection to public drinking water or sewer lines.

OHDC would use same requirements and review process as previously used to award and disburse funds.

FISCAL IMPACT:

$50,000 currently reserved from previous HCR grants would be transferred from CDBG Program Income Housing (PLOAN) Fund account for creation of Drinking Water and Sewer Lateral Hookup Program, and award and disbursement by Oswego Housing Development Council. No effect on annual budget or any other accounts.

Basics of the Water and Sewer Lateral Hookup Program

Oswego County would like to fund a lateral water/sewer hookup program for homeowner occupied housing units. (1-4 units homeowner must live in the building). This program is being developed to assist in addressing existing potable water, maximization of existing infrastructure and improvement of the existing housing stock.

The requirements of the Lateral water/sewer hookup are as follows:

Must reside in an existing water/sewer district, must have lived and owned the residence for at least 1 year, the household total income must be at or below 80% of HUD median income.

The program should offer both grants and loans to create sustainability. For grant projects a 10% minimum homeowner obligation.

Loans must be at 0% as not to conflict with other federal regulations. Maximum grant allocation should be ½ of the project cost not to exceed $5,000 and loans should be paid within 24 months of loan agreement.

Grants and Loans totaling more than $7,500 should have a residency agreement for 5 years –stating that the family will not sell the unit during this time or it will need to be paid back.

All loans must have a residency agreement in place (in case the homeowner decides not to live up to the loan agreement)

All participants must comply with the agency's Procurement guidelines for water or sewer project hook up. All participants must provide proof of homeowner's insurance.

AGENDA# EP-6

RESOLUTION NO.

April 9, 2026

RESOLUTION CREATING ONE POSITION IN THE PLANNING AND COMMUNITY DEVELOPMENT OFFICE - TELECOMMUNICATIONS PROGRAM ADMINISTRATOR

By Legislator Mary Ellen Chesbro:

WHEREAS a comprehensive evaluation and analysis review of workload, staffing, and succession planning needs has been conducted; and

WHEREAS, the Director of Community Development, Tourism and Planning has identified the need to implement a restructuring of the Community Development and Planning office to create a main point of contact and to prioritize long and short-term development in our county-wide Telecommunications and Broadband MIP network; and

WHEREAS, The Oswego County MIP Broadband project has necessitated hiring a County employee to oversee necessary electronics and fiber systems; and

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

RESOLVED, that position, Telecommunications Program Administrator, Grade 40, in the Oswego County Management Compensation Plan, be created; and be it further

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

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

YES: NO: ABSENT: ABSTAIN:

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

Tim Stahl
Director

INFORMATIONAL MEMORANDUM

SUBJECT: Request to create Telecommunications Program Administrator position under The Planning department

PURPOSE: To prioritize long and short-term development in our county-wide infrastructure system. Create a main point of contact and help to make sure we move forward in our Telecommunications and County owned MIP broadband network.

SUMMARY: As part of The MIP Broadband project under the Community Development, Tourism, and Planning department, this position is desired and necessary to give proper attention to the intensive infrastructure needs in our county. This position will allow our planning office to work in partnership with our municipal partners as well as private entities to inventory and evaluate the assets that we currently have available as well as to plan largescale next steps and visioning.

FISCAL IMPACT: See attached Budget Amendment showing total effect. Funding within 2026 budget will not require additional funds as funds have been secured through the NYS Connect All MIP Broadband project.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends approval of this resolution.

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

Tim Stahl
Director

INFORMATIONAL MEMORANDUM

SUBJECT: Authorization to Establish Above Base Pay - Telecommunications Program Administrator

PURPOSE: To provide justification to authorize the salary above the base pay for the Telecommunications Program Administrator position, in support of the County's MIP Broadband project.

SUMMARY: The County is currently undertaking a significant broadband and telecommunications infrastructure project, requiring experienced oversight in both pre-construction and construction phases. At present, there is no dedicated internal capacity with the level of specialized experience required to manage complex telecommunications installations, contractor coordination, and field-based project oversight.

Establishing a salary of $72,684.00 (Grade 40, Step 14 in the Management Compensation Plan) allows the County to be competitive in recruiting and retaining highly qualified candidates, particularly in specialized fields. Desired qualifications include over 20 years of industry experience in telecommunications construction and installation management.

FISCAL IMPACT: See attached Budget Amendment showing total effect. Funding within 2026 budget will not require additional funds as funds have been secured through the NYS Connect All MIP Broadband project.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends approval of this resolution.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: CDTP **DIVISION/UNIT (NUMBER):**

A. NEW POSITION REQUEST

1. Position Title Requested: Telecommunications Program Administrator

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

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

   b. Management or OCPA – Salary Requested: 72,684 Grade: 40

4. Percent of Federal and or State Reimbursement: ____ Fringe Reimbursed: ☐ Yes ☐ No

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

   The County is currently undertaking a significant broadband infrastructure project but lacks dedicated staff to oversee its implementation. Without a qualified individual to manage construction, coordinate contractors, review technical plans, and ensure compliance with project specifications, there is increased risk of delays, cost overruns, and inconsistent quality. This position will provide necessary oversight, protect the County's investment, ensure accountability among contractors and service providers, and support the deployment of the broadband infrastructure.

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).

C. POSITION DELETION

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 CDTP	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION

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: *Telecommunications Program Administ*

PERCENT OF WORK TIME	
20	*Primary construction manager for telecommunications infrastructure projects, including site development and central office construction*
20	*Coordinate and supervise contractors to ensure projects are completed on time, within budget, and in compliance with specification*
10	*Perform and/or oversee installation tasks, including securing fiber optic cables to racking systems within central offices*
10	*Manage fiber optic infrastructure, including assignment and tracking of fiber strands for County use, internet service providers partners, and lease/IRU agreements*
10	*Oversee annual inspection and preventative maintenance of central office facilities as well as regular field base aerial and underground fiber facilitiy inspections to identify and address maintenance needs*
10	*Oversee and administer the Request for Proposals process, including contractor solicitation, evaluation, and selections*
5	*Review and evaluate engineering drawings, plans, and Bills of Materials for central office and fiber network projects*
5	*Administer regulatory compliance programs, including Dig Safely NY requirements and utility coordinations well as all pole licensing invetnory databases*
5	*Coordinate with internal departments, contractors, and external agencies to resolve issues and ensure efficient operations*
5	*Other duties as assigned*
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Tim Stahl	Director of CDTP	Direct

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** 4 **years, with specialization in** telecommunications

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type): *Twenty-five (25) years of supervisory or management level experience in telecommunications, electrical engineering, and/or network engineering*

Essential knowledge, skills and abilities: *Knowledge of telecommunications infrastructure systems including fiber optics networks, engineering documentation, fiber management systems, regulatory and safety requirements, and project management. Ability to manage infrastructure projects and complex systems, conduct detailed field inspections, coordinate multiple stakeholders including contractor oversight*

Type of license or certificate required: New York State Drivers' License

7. The above statements are accurate and complete.

Date: **Title:** **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:**

PART-TIME/TEMPORARY BUDGET REQUEST FORM

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

1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:

TITLE	POSITION NUMBER	HOURS/ WEEK	HOURLY RATE	NO. WEEKS	JUSTIFY THE NEED FOR EACH TITLE	DOLLARS REQUESTED

(Add pages as needed.)

-OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

2. Total Part-time/Temporary dollars requested for next year: $
3. Total Part-time/Temporary dollars budgeted in current year: $
4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested.

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT:	DIVISION/UNIT (NUMBER):

CATEGORY:	AMT IN CURRENT BUDGET:	AMT BUDGETED NEXT YEAR:	POSITIONS AFFECTED:	JUSTIFICATION:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

AGENDA# EP-7

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE TRANSFER OF SEVEN (7) BUSES FROM CHENANGO COUNTY TO OSWEGO COUNTY FOR THE OFFICE OF MOBILITY MANAGEMENT

By Legislator Mary Ellen Chesbro:

WHEREAS, the Office of Mobility Management, pursuant to a state plan operation interagency agreement with NYSDOT from FTA section 5311, has been offered the transfer of FTA section 5311 funded buses from Chenango County; and

WHEREAS, Chenango County has agreed to transfer seven (7) 2018 Ford E-450 buses at $200 per unit to Oswego County; and

WHEREAS, the transfer of these vehicles will enhance Oswego County's ability to provide safe and reliable transportation services; and

WHEREAS, the following buses are to be transferred:

2018 Ford E-450, VIN: 1FDFE4FS6JDC01385
2018 Ford E-450, VIN: 1FDFE4FS8JDC01386
2018 Ford E-450, VIN: 1FDFE4FSXJDC01387
2018 Ford E-450, VIN: 1FDFE4FS1JDC01388
2018 Ford E-450, VIN: 1FDFE4FS3JDC01389
2018 Ford E-450, VIN: 1FDFE4FSXJDC01390
2018 Ford E-450, VIN: 1FDFE4FS1JDC01391; and

NOW, THEREFORE, upon recommendation of the Economic Development and Planning Committee of this body, with the approval of the Finance and Personnel Committee; it is hereby

RESOLVED, that the Office of Mobility Management is authorized to accept the transfer of seven (7) 2018 Ford E-450 buses from Chenango County and that the Chairman of the Legislature be, and is hereby, authorized to execute all documents necessary to accept the transfer of the above referenced buses.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY OFFICE OF MOBILITY MANAGEMENT

COUNTY BUILDING
200 N 2ND ST.
FULTON, NEW YORK 13069

TELEPHONE (315) 746-4220/4221
FAX (315)349-8279

Heather Snow
Director

Kristen Fragale
Mobility Management Coordinator

INFORMATIONAL MEMORANDUM

SUBJECT: Authorization to Accept Transfer of Seven (7) Buses from Chenango County.

PURPOSE: To authorize the acceptance of four (7) 2018 Ford E-450 buses from Chenango County at $200 per unit to Oswego County, for use by the Office of Mobility Management.

SUMMARY: The Office of Mobility Management has identified the need for additional vehicles to support transportation services within Oswego County. Chenango County has agreed to transfer seven (7) 2018 Ford E-450 buses at $200 per unit. The addition of these vehicles will expand Oswego County's capacity to provide safe and reliable transportation services.

The following buses will be transferred:

2018 Ford E-450, VIN: 1FDFE4FS6JDC01385
2018 Ford E-450, VIN: 1FDFE4FS8JDC01386
2018 Ford E-450, VIN: 1FDFE4FSXJDC01387
2018 Ford E-450, VIN: 1FDFE4FS1JDC01388
2018 Ford E-450, VIN: 1FDFE4FS3JDC01389
2018 Ford E-450, VIN: 1FDFE4FSXJDC01390
2018 Ford E-450, VIN: 1FDFE4FS1JDC01391

FISCAL COMPACT: $200 per unit from DOH funds from A8021 545500 PTA. No net county cost.

RECOMMENDED ACTION: The Office of Mobility Management requests and recommends that the Oswego County Legislature authorize the acceptance of seven (7) buses from Chenango County to Oswego County.

AGENDA# EP-8

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING A SPONSORSHIP AGREEMENT FOR PROMOTIONAL SERVICES AT THE NASCAR CRAFTSMAN TRUCK SERIES AT WATKINS GLEN

By Legislator Mary Chesbro:

WHEREAS, Oswego County continues to advance tourism and economic development through strategic marketing initiatives that showcase the County's natural resources, recreational opportunities, and local businesses; and

WHEREAS, Front Row Motorsports competes at the highest levels of professional stock car racing, providing extensive national television coverage and digital media reach; and

WHEREAS, Chandler Smith, driver for Front Row Motorsports and current leader in the NASCAR Craftsman Truck Series Championship standings, recently won the 2026 Daytona Truck Series race, further elevating his national profile and media visibility; and

WHEREAS, the NASCAR Craftsman Truck Series race scheduled for Friday, May 8, 2026, at Watkins Glen International is a premier event expected to reach hundreds of thousands of viewers across the United States; and

WHEREAS, a partnership with Front Row Motorsports presents a unique opportunity to elevate awareness of Visit Oswego County on a national stage, positioning the County as a premier destination for summer travel and outdoor recreation; and

WHEREAS, the proposed sponsorship will designate Oswego County Tourism as the primary paint scheme sponsor for the race vehicle driven by Chandler Smith, ensuring prominent branding visibility throughout the event broadcast and related media coverage; and

WHEREAS, as part of the sponsorship package, Chandler Smith will appear in Oswego County on May 7, 2026, to participate in promotional activities including a fishing excursion and local engagement designed to highlight the County's tourism assets; and

WHEREAS, the agreement will provide for a professional videographer and photographer to capture branded content featuring the driver, race vehicle, and team, incorporating Visit Oswego County branding to maximize promotional value and long-term marketing use; and

WHEREAS, this comprehensive marketing effort is expected to generate substantial return on investment through national television exposure, digital engagement, and increased visitation to Oswego County; now, therefore, be it

RESOLVED, that the Chairman of the Legislature is hereby authorized to enter into an agreement with Front Row Motorsports in the amount of $35,000 for sponsorship and promotional services featuring Chandler Smith at the NASCAR Craftsman Truck Series race at Watkins Glen International on May 8, 2026.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING

Tim Stahl
Director

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

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

INFORMATIONAL MEMORANDUM

SUBJECT: Resolution Authorizing a Sponsorship Agreement for Promotional Services at the NASCAR Craftsman Truck Series at Watkins Glen.

PURPOSE: This resolution authorizes Oswego County to enter into a sponsorship agreement with Front Row Motorsports for promotional services tied to the NASCAR Craftsman Truck Series race at Watkins Glen International on May 8, 2026.

SUMMARY: The proposed partnership represents a strategic tourism marketing investment designed to elevate the visibility of Oswego County on a national stage. Through this agreement, Oswego County Tourism will serve as the primary paint scheme sponsor for the Front Row Motorsports race vehicle driven by Chandler Smith. This designation ensures prominent placement of Visit Oswego County branding throughout race-day coverage, which is expected to reach a substantial national television audience, as well as through digital and social media channels associated with the team and NASCAR.

Chandler Smith, who recently won the 2026 Daytona Truck Series race, brings significant momentum and media attention to this partnership. His rising national profile enhances the value of the sponsorship.

The agreement also includes a scheduled appearance by Chandler Smith in Oswego County on May 7, 2026. This visit will feature a fishing excursion and community engagement opportunities that showcase the County's outdoor recreation assets to promote key tourism drivers such as fishing, motorsports, dining, and seasonal activities.

This initiative aligns with the County's broader tourism and economic development strategy by increasing awareness, attracting new visitors, and supporting local businesses. The anticipated return on investment includes expanded national exposure, enhanced digital engagement, and increased visitation to Oswego County.

FISCAL IMPACT: The sponsorship contract is in the amount of $35,000 and will be paid directly from the Promotion and Tourism Advertising budget. No budget modifications are needed.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends that the Chairman of the Legislature is authorized to enter into any contracts or agreements that may be necessary for this sponsorship.


Oswego County
NEW YORK
LONG JOHN SILVER'S
38
GOODYEAR
EAGLE


Oswego County
NEW YORK
LONG JOHN SILVER'S
38
GOODYEAR
EAGLE


CRAFTSMAN
38


Ford
RACING
Mobil 1
SEM


SMITH
FORD RACING
Oswego County
NEW YORK
38


Oswego County
NEW YORK
RACING
Ford
38
CRAFTSMAN
Oswego County
NEW YORK

AGENDA# EP-9

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING CONTRACT FOR IMMEDIATE EMERGENCY CHANNEL DREDGING AT SANDY POND

By Legislator Mary Ellen Chesbro:

WHEREAS, Sandy Pond serves as a critical waterbody providing navigational access to Lake Ontario for recreational and emergency purposes; and

WHEREAS, the channel connecting Sandy Pond to Lake Ontario has experienced significant sand deposition, resulting in restricted water flow and navigation; and

WHEREAS, it has been determined that approximately 3,500 cubic feet of sand must be removed in order to restore adequate channel depth and function; and

WHEREAS, failure to undertake immediate emergency dredging will result in the closure of the channel, eliminating access between Sandy Pond and Lake; and

WHEREAS, such closure would have substantial negative impacts on tourism, as marinas rely on continued access to Lake Ontario, and closure would affect hundreds of boat slips and associated tourism activity; and

WHEREAS, such closure would pose a public safety risk as emergency response vessels, including fire and rescue services, require unobstructed access to Lake Ontario, and restricted access would significantly delay emergency response times; and

WHEREAS, such closure would pose a negative environmental impact as limited water exchange between Sandy Pond and Lake Ontario would contribute to degraded water quality, including potential for increased blue green algae growth, reduced flushing, and exacerbation of failing septic system conditions, thereby prohibiting swimming, fishing, and boating; and

WHEREAS, New York State DEC has regulations related to the timing that dredging activities are allowed due to the nesting season for the Piping Plover; and

WHEREAS, these conditions constitute an emergency requiring immediate action to protect tourism, safety, environment, and the local economy; and

NOW, on recommendation of the Economic Development and Planning Committee of this body; be it

RESOLVED, that the Oswego County Legislature hereby authorizes the execution of an emergency contract for immediate emergency dredging services at Sandy Pond in an amount not to exceed $35,000 for the removal of approximately 3,500 cubic feet of sand; and

RESOLVED, that the Chairman of the Legislature is hereby authorized to enter into any contracts or agreements that may be necessary for the department to fulfill its mission.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING

Tim Stahl
Director

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

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

INFORMATIONAL MEMORANDUM

SUBJECT: Immediate Emergency Channel Dredging at Sandy Pond

PURPOSE: Authorizes an emergency contract, in an amount not to exceed $35,000, for dredging services at Sandy Pond to remove approximately 3,500 cubic feet of sand from the channel connecting Sandy Pond to Lake Ontario.

SUMMARY: The channel has experienced significant sand deposition, resulting in restricted water flow and navigation. Without immediate action, the channel is at risk of complete closure, which would eliminate access between Sandy Pond and Lake Ontario.

Closure of the channel would have significant negative impact on tourism, public safety, and environmental concerns. These impacts would prohibit recreational use such as swimming, fishing, and boating.

Given the urgency of these conditions, this situation qualifies as an emergency requiring immediate procurement and action to protect public health, safety, the environment, and the local economy.

Per DEC requirements related to Piping Plovers, all dreding must be completed prior to the nesting season.

Also attached is letter from Sandy Pond dunes and water expert Tom Hart.

FISCAL IMPACT: $35,000 transferred within the Tourism budget from advertising budget to Tourism Other Fees & Services (see attached budget mod)

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends that the Chairman of the Legislature is authorized to enter into any contracts or agreements that may be necessary for the department to fulfill its mission.

Jessica Davern

From: Holly Carpenter
Sent: Thursday, March 26, 2026 1:02 PM
To: Tim Stahl
Cc: Betsy Saunders; Terry Wilbur
Subject: RE: REVIEW - Resolution & Info Memo (Sandy Pond Emergency Dredging)

Tim,

I agree that this dredging project is an emergency. Please attach this email and all the attachments to the requisition for the emergency channel dredging project.

Thank you.

Holly F. Carpenter
Purchasing Director
Oswego County
46 E. Bridge St, 3rd Floor
Oswego, NY 13126
315-326-6050

From: Tim Stahl <Tim.Stahl@OswegoCountyNY.gov>
Sent: Thursday, March 26, 2026 11:19 AM
To: Holly Carpenter <Holly.Carpenter@OswegoCountyNY.gov>
Cc: Betsy Saunders <Betsy.Saunders@OswegoCountyNY.gov>; Terry Wilbur <Terry.Wilbur@OswegoCountyNY.gov>
Subject: FW: REVIEW - Resolution & Info Memo (Sandy Pond Emergency Dredging)

Hi Holly. Here are our draft resolution and memo for the dredging project.
As discussed, this is an emergency dredging project to support tourism, public safety and environmental concerns.
Due to DEC restrictions the dredging must be done prior to the state arrival date of the Piping Plover bird that nests there.

We are looking for an emergency approval through purchasing to allow for $35,000 to BDS Construction LLC to perform an emergency channel dredging prior to DEC deadline. He is insured and permitted to do the dredging.

Let me know what else is needed.
Thanks!
Tim

Tim Stahl
Director of Community Development, Tourism & Planning
Phone: 315.349.8319
Email: tim.stahl@oswegocounty.com
County of Oswego
46 East Bridge Street

Hart Environmental Science & Planning
37 Alford Lane
Lake Placid, New York 12946

Mr. Tim Stahl, Director
Oswego County Community Development, Tourism and Planning
Legislative Office Building, 3rd Floor
46 E. Bridge Street
Oswego, New York 13126

March 26, 2026

Dear Mr. Stahl,

On behalf of Sandy Pond Channel Maintenance Association, I am writing to provide background and justification for the urgent need for dredging at Sandy Pond channel for spring 2026.

Dredging project at the channel encompassing 5,000 cubic yards of sand removal funded by the Town of Sandy Creek. Prior to commencing the project, we were aware that the scale of the project would not be enough to ensure that the channel would be fully open, but designed the work so that high spring runoff would likely open the remainder of the channel. This is not ideal as the channel is not fully open after completion of the work to date.

The channel can be fully opened with an additional 3,500 cubic yards of sand removal. Having a fully opened channel is essential for the livelihood of many of the residents who are engaged in tourism. Sandy Pond acts as a tourism draw for boating, fishing and enjoying the miles of beach that can be accesses through the channel. Thousands of recreational boats use the 2400-acre Pond with access to Lake Ontario through the channel being the major draw. Boating access is essential to this tourism draw with many boat owners using the 7 marinas serving the both North and South Sandy Pond, as well as shoreline residents with dock access. The State boat launch also provides general public access for day use, drawing additional boaters to Oswego County.

Fishing access is a major draw too, with the Ponds providing excellent sport fishing experiences that draw additional tourism dollars to the town and region. Many boaters seek the protected waters of Sandy Pond, but the best reported experiences include gaining access to Lake Ontario and cruising the waters along the eastern Lake Ontario shore, especially when calm conditions exist.

Others venture into Lake Ontario when conditions become challenging, and include boats and swimmers along the beach and near the channel. This is when disaster can strike, resulting in stranded boaters in high waves and has resulted in unfortunate drownings. Having an open channel is essential for Sandy Creek Water Rescue to respond to capsized boats and distressed swimmers. Without reliable access to Lake Ontario provided by an open channel, rescue is not possible.

With the channel not being fully open, an urgent condition faces us today. Without the County's support, the impact on tourism and safety will be a substantial blow to the community. Tourism and safety both rely on having an open channel and the support of Oswego County in gaining this objective for this season is most appreciated. Not only will the County be rescuing the livelihoods of people relying on tourism, you may also be rescuing lives of those seeking to enjoy this outstanding recreational resource.

Best regards,

Tom Hart

Tom Hart

SPCMA Channel Dredging and Sand Placement Plan
Updated - Phase ll

March 26, 2026

At the conclusion of the project plan described below, Oswego County indicated that they would be able to provide additional funding to ensure the channel is in navigable condition. Up to $35,000 is anticipated. The overall plan is to dredge and place up to 3400 cubic yards of sand. Dredging is to continue along the south side of the channel, opening the south spur channel where an existing low shoal remains after the 5000 cubic yards was removed. An extension of the dredging area within the channel towards the Lake is also planned, estimated at less than 1000 cubic yards.



Figure 1: Updated map presenting additional dredge are (orange) and extension of shoreline sand placement area (blue).



Figure 2: Drone Image showing pond side of channel (center shoal at bottom right). An additional section of nearshore shoal remains in the channel, as well as a thin band of sand towards the pond. The area to be dredged towards the lake and the thin spur of sand are both highlighted (blue arrows). Most of the volume of dredging will be done towards the south end of the south spur channel (not shown). Drone image courtesy SPCMA, 25 Mar 2026.

Habitat and Shoreline Restoration

The main area for sand placement to again be to the south, partially within the area previously identified for the work completed, and part as an extension to the south (Figure 1). An additional area being actively managed by fencing and dune grass transplants may receive sand in support of this work. This area is immediately south of a walkover, where two flat areas of beach lacking vegetation exist. A short (2-foot elevation), narrow berm of sand would be placed at the lakeward side of each area (Figure 3). Specific placement would be coordinated on site with Kennedy Sullivan this weekend.

State Parks also has the option to receive a load of sand at the swimmer's beach each at the end of each day's dredging as the dump trucks return at the end of the day. Sand would be used to cover cobble that underlies the beach surface and to refresh the beach area. The amount of sand to be placed is small, less 200 cubic yards. All sand would be back bladed on the beach as in 2023 and 2024. This is highly recommended to reduce the practice of removing cobble from the beach and reduce State Park's staff workload.



Figure 3: Current areas of restoration to include in sand placement

Dredging Method and Schedule

No change in access or method of dredging is proposed. Equipment used and access pathways remain the same.

Dredging schedule will commence immediately upon approval by State Parks, starting with re-mobilization of equipment. Dredging will continue for a period of three to four days after said approval, with work done during all available daylight hours. Equipment removal from State Parks lands will be completed within a day after completion of dredging and grading.

All effort will be made to complete all work prior to April 1. Any work from April 1 and after will be conditional on an inventory for the presence of Piping Plovers to be conducted before said work commences on each day. Matt Brown has been contacted (via Kennedy Sullivan) for availability and cost. Funds will be reserved for completion of bird inventory work until it is clear that the project can be completed prior to April 1, at which time, those funds will revert to being spent on the full dredging volume.

Coordination with State Parks

Placement of sand along the shore was discussed with Kennedy Sullivan and the mapped location reflects those conversations. In addition, Ms. Sullivan may suggest specific placement modifications based on the restoration work she has conducted to date. Placement of sand on the swimmer's beach is at the election of Ms. Kelly Morrisette.

February 16, 2026 [original work plan follows]

Project Overview

This document provides schematics, descriptions and directions for anticipated dredging for Spring 2026.

Due to limited funds, this year's project is expected to be limited to between approximately 4,000 cubic yards and 5,000 cubic yards of material. The final amount depends on the amount of funds provided by the Town of Sandy Creek. Forty-thousand dollars are in a current project budget line; an additional ten thousand dollars may be allocated to the project in a pending board meeting (March 11, 2026).

Dredging is limited to a crescent along the south, pond side of the channel and the south access channel (Figure 3). Sand placement is two areas: directly upland of the north side of the channel and along the barrier to the south of the channel for piping plover habitat enhancement. Access to these sites is to be from the south with traffic limited on the north side of the channel to the immediate project area.



Figure 3: Dredging and Sand Placement Plan. Dredging Area (yellow). Piping Plover habitat restoration (southern green area). Shoreline Restoration (green, adjacent to channel)

Dredging Dimensions and Locations

A local concern is that the current channel configuration may be very close to or over the lakeside rock pile (Figure 4). Funds limit the scope of the amount of material that can be moved to between 4 and 5 thousand cubic yards of sand. The strategy is to reshape a portion of the channel to allow for more direct and forceful flow of spring runoff to take advantage of the natural channel flow to scour the offshore channel to an improved depth and location. The open channel is likely forced by lake level fluctuation based on water level rise documented at Oswego's NOAA station and the pattern of surface flooding on pond ice.



Figure 4: Channel configuration looking towards Lake Ontario. Note the lobe of ice on southern barrier shore indicating shallow shoaling in this area. Photo courtesy R. Groman, 11 Feb 2026.

The exact location of the dredging area perimeter may vary depending on conditions found in March and April timeframe of the project, but will follow along the existing shoreline at the time of the project, plus one foot of elevation towards upland and waterward to the natural channel location.

The area of the dredging footprint is 5000 cubic yards allowing for dredging depth of 3 feet throughout the dredging footprint area under a $50,000 funding scenario. The amount of dredging would be reduced by 20 percent if funded to $40,000 (known after March 11).

Current conditions appear favorable for a March 15 start, despite the colder weather, ice cover extent and amount of snowfall this year (Figure 5). How ice breakup proceeds and any westerly wind storms will determine a feasible start date.



Figure 5: Recent ground photos showing ice overlay and channel at rock pile (above, looking towards Oswego) and channel condition from lakeside bulkhead towards south barrier (Source: Sandy Pond Facebook Group).

Current conditions shown in recent satellite imagery (Figure 6) confirm observations from the oblique drone imagery (Figure 4), and suggest that the channel has not migrated northward but is in a configuration that may constrain spring runoff. The channel has not changed appreciably in more recent satellite imagery from February 8th and 13th.



Figure 6: Plan map with Sentinel imagery basemap (01 Feb 2026). NOTE reference points for comparison with aerial imagery plan MAP SHOWN in figure 1.



Figure 6A: Source sentinel Imagery used in figure 4.

Comparison with 2025 Project Dredging Plan

The planned 2025 project was not implemented. Material from that plan is presented here as several elements remain pertinent in 2026.

Drone imagery from 03 February 2024 shows a very different landscape with substantial ice present now in 2026. Dredging needs remain the same following along the south channel and into the main channel will follow the natural channel location and parallel the shoreline starting at elevation 245.0 IGLD. The contractor will use current lake level information at the time of the project to determine the location of the referenced elevation.



Figure 7: south spur channel dredging sketch. Channel parallels existing shoreline and follows natural channel with dredging to stop at extents of shoaling.

Sand Placement and Habitat Restoration

The 2026 plan is similar to the work planned for 2025, with modified specific delineation location of placement areas. Placement areas are delineated with the assistance of field information obtained in Fall 2025. Tom Hart and Ron Fisher met with NYSOPRHP staff to locate sand fencing placements. Areas were flagged by Tom Hart and location of flagging was collected by GPS by OPRHP staff (Figure 8).



Figure 8: Locations of fence segment end points collected Fall 2025. Fence placement followed lakeward edge of encroaching vegetation and is used to delineate border of sand placement shown in Figure 1.

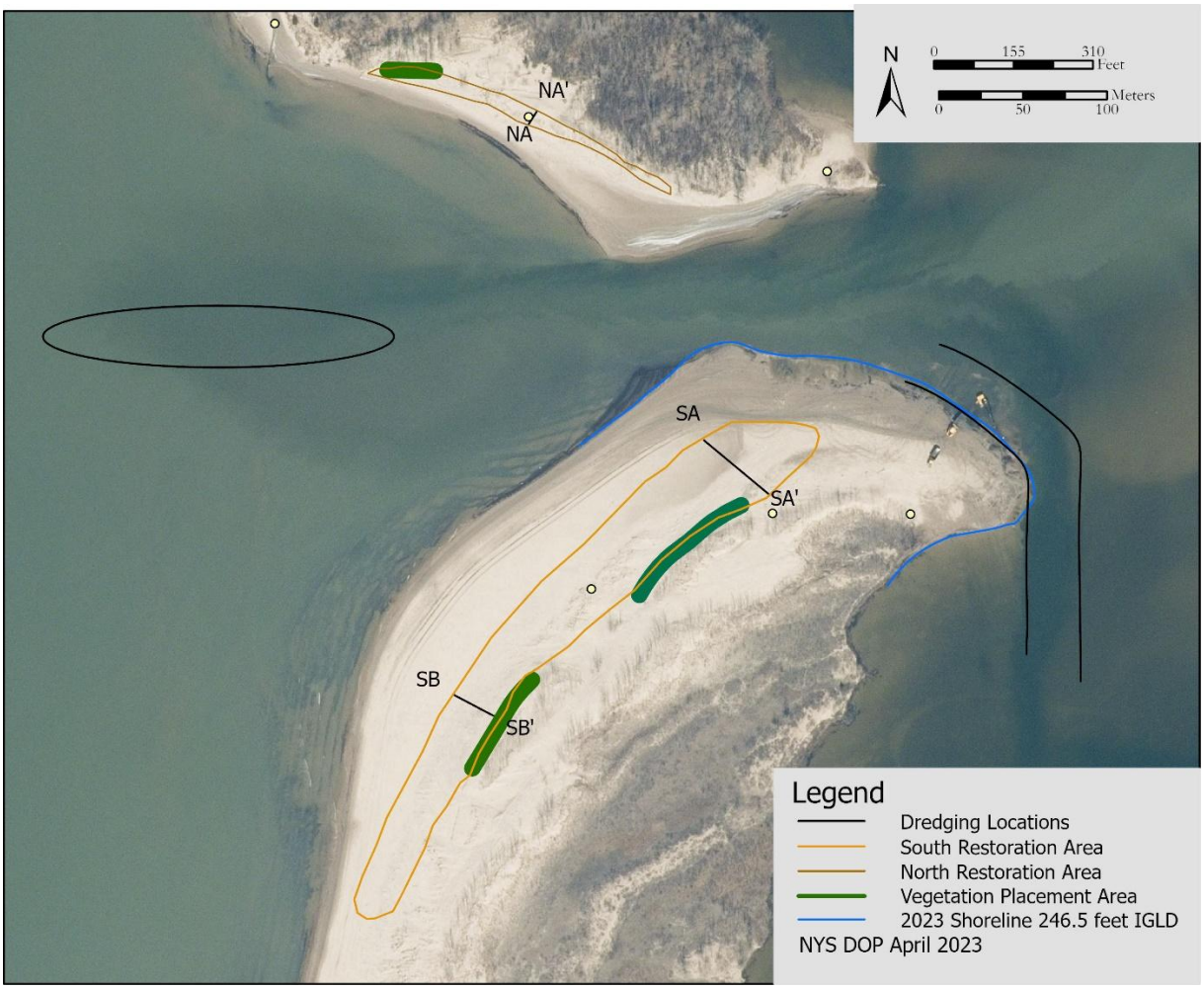
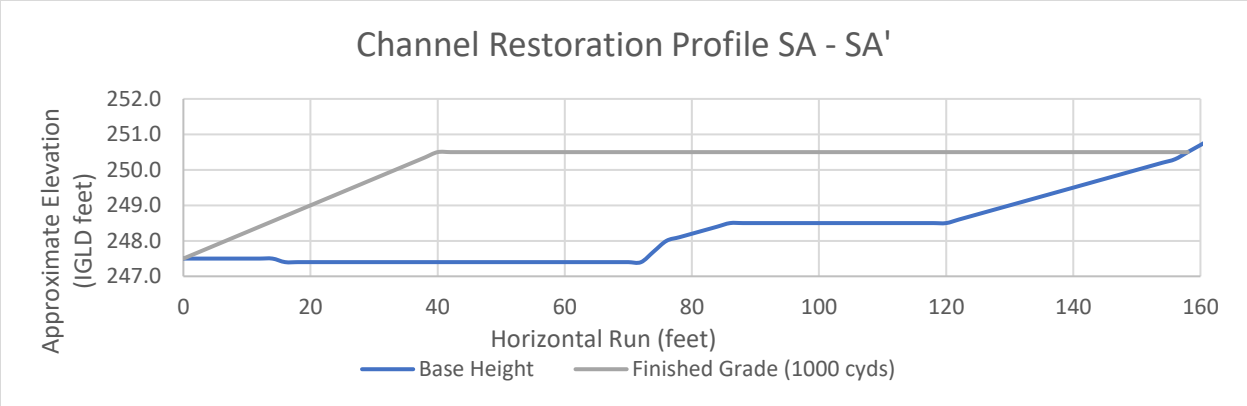


Figure 9: 2025 Project Plan Map depicting former sand placement areas and placement areas for graded materials. No work is proposed north of the channel in 2026, nor is any vegetation scraping proposed prior to sand placement.

Sand Placement Profiles

Profiles for placement of sand on the south side of the channel remain the same in 2026 (Figures 3 and 9). The area adjacent to the channel has an area of 1000 square yards, while the area to the south has an area of 4000 square yards.

The two profiles present differences based on site characteristics. The area closer to the channel shown in profile SA – SA' presents a broader berm area designed to reduce over wash in the area behind the berm and to facilitate natural sand capture. Sand fencing locations are shown here with three 50 foot sections (to be installed by OPRHP staff). The area shown in profile SB – SB' is within the OPRHP identified habitat restoration area. Here, the shore-facing slope is at a 1:20 grade before reaching a horizontal berm that ties to the existing berm or toe of dune, expected to effectively suppress vegetation for at least the 2026 season. No fencing placement in the southern placement area is planned in spring 2026 given the proximity of the project completion with the arrival of piping plovers. Fencing should be placed in August 2026 after fledging of piping plover chicks.



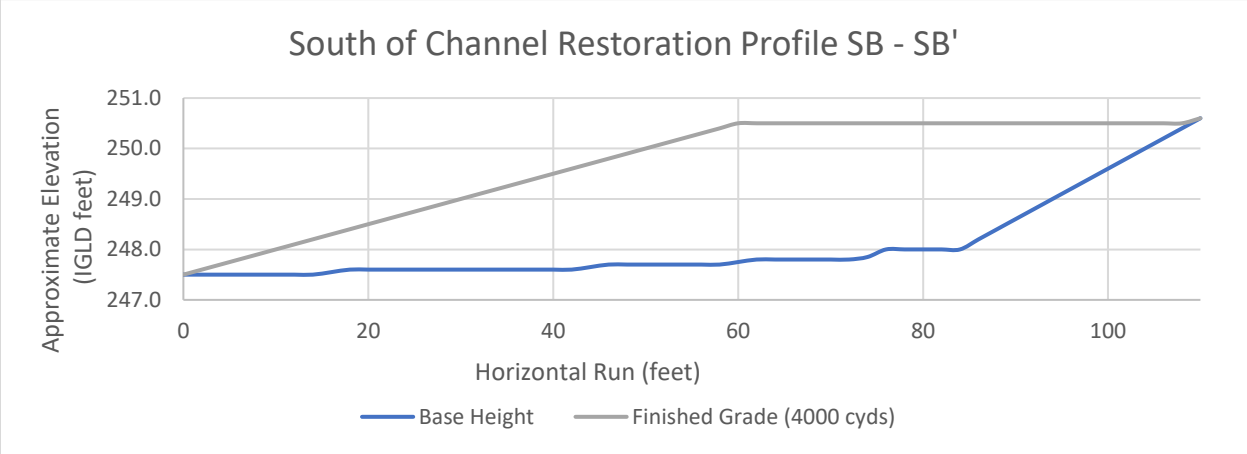


FIGURE 1: SAND PLACEMENT PROFILES (REFER TO FIGURE 7 FOR TRANSECT LOCATIONS)

Additional Coordination with Parks

Parks staff will provide site flagging for shipwreck location as in 2023 (no fencing, only post and string). Parks staff will also contribute time for Piping Plover monitoring, flagging sand placement areas per the provided plan as needed, and hand raking sites deemed to warrant that treatment before arrival of Piping Plovers.

Contractor will notify Parks staff (Kennedy) of operation times after April 1 to facilitate bird monitoring if the project extends into April. Access to the beach at the SIBSP gate will be coordinated between contractor and park management. All equipment is to be moved off Parks property by April 16th.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A6420	543600						$35,000.00
			A6420	543800			($35,000.00)
						To move Tourism Advertising Funds from the Promotion & Tourism Other Fees & Services Line of the budget to pay for Emergency Dredging in Sandy Pond	

3/31/26
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR 3 31 26
DATE

CHAIRPERSON 3-31-26
DATE

COUNTY TREASURER
DATE

AGENDA# HE-1

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING CONTRACT APPROVAL- MCGUINNESS 3-5 PRESCHOOL SPECIAL EDUCATION SOFTWARE

By Legislator Paul House:

WHEREAS, James McGuinness and Associates Inc. is the sole source provider for software for the Preschool Special Education Program; and

WHEREAS, in compliance with Purchasing Policy (PRP 2024-19), and on recommendation of the Health Committee; be it

RESOLVED, that the Oswego County Legislature approve the professional service contract for McGuinness software services to James McGuinness and Associates Inc. for $16,000/year, including all maintenance, use of the Medicaid Service Bureau, use of the CPSE Portal and three hours of support per month.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY HEALTH DEPARTMENT
VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545
70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

To: **Oswego County Legislature**
From: **Vera Dunsmoor, Director of Public Health**
Date: **April 9th, 2026**
Re: **Contract Approval- McGuinness 3-5 Preschool Special Education Software**

SUBJECT:
Contract for 3-5 Preschool Special Education software.

BACKGROUND:
The 3-5 Preschool Special Education Program is a state-mandated program pursuant to the Federal Individuals with Disabilities Education Act (IDEA), administered by the New York State Education Department (SED). This program provides evaluations, special education services, and transportation for children identified as preschoolers with disabilities.

School districts act as the single point of entry and, through their Committees on Preschool Special Education (CPSE), are responsible for evaluating referred children and determining appropriate services. These determinations are not static; throughout the year, service types, frequencies, and reimbursement rates frequently change based on the evolving needs of each child. These ongoing adjustments require continuous coordination among school districts, the county, and SED. Without an efficient system, this process can become administratively burdensome, delay Medicaid billing, and hinder the county's ability to secure its 59.5% state aid reimbursement in a timely manner.

Since 2017, the Oswego County Health Department (OCHD) has contracted with James McGuinness and Associates Inc.for their McGuinness specialized preschool software. This system streamlines communication among school districts, the county, and SED, improving efficiency and supporting timely reimbursements. The software also enables service providers to enter service data and supporting documentation electronically, improving accuracy, accountability, and reducing reliance on paper records. Additionally, the system allows OCHD to submit Medicaid claims directly through McGuinness and receive payments through the platform, facilitating improved tracking, reporting, and financial management. Continued use of this system is essential to maintaining program efficiency, ensuring compliance with state and federal requirements, and maximizing reimbursement revenue.

The previous contract has expired, and OCHD is requesting approval to renew its agreement with James McGuinness and Associates Inc for continued preschool software services. These services have been designated as sole source and have been approved by the Purchasing Director.

FISCAL IMPACT: The monthly Maintenance and Support charges are $1,333 per month ($16,000/year) and includes all maintenance, use of the Medicaid Service Bureau, use of the CPSE Portal and three hours of support per month. Existing budgeted funds will be used to support this expense.

RECOMMENDATION:
Approve the contract with James McGuinness and Associates Inc for McGuinness preschool special education software services.

OSWEGO COUNTY
SOLE SOURCE ACQUISITION FORM:

1. Department Name: Health

2. Vendor Name: James McGuinness & Associates Inc.

3. Describe the good or service being purchased? Preschool software package

4. Provide the purpose of the good or service: Used for tracking all aspects of the preschool program- program side and fiscal side, including reporting costs to the State.

5. What is the anticipated amount of funds that will be spent during the fiscal year? $13,000

6. Which budget account will be used to pay for this good or service? A2980-543800

7. Applicability of Authority: One or more of the following criteria must be met for a sole source justification 1) The elimination of both vertical and horizontal competition, or 2) statutory justification for sole source, such as but not limited to intellectual property protection or 3) applicability of the personal service sole source justification.

Please explain the determining factors that qualify this purchase as sole source: see sole source letter

8. Please describe any efforts to obtain competition: No other known sources, all counties that are electronic use this vendor.

9. Please describe efforts to determine that the price is fair and reasonable: no other vendor providing this service.

----------Sign Off In Order Below ----------

I hereby certify to the best of my knowledge this justification is accurate and complete.

	Initial	Date
Department Name: Jen Lamphere	JL	12-22-25
Buyer Name:		
Purchasing Director Holly Carpenter	HJC	12/22/25

JAMES MCGUINNESS
& ASSOCIATES INC.
Consultants
1482 Erie Boulevard • Schenectady, New York 12305 • 518 393-3635

December 15, 2025

Jennifer Lamphere
Oswego County Health Department
70 Bunner Street
Oswego, NY 13126

SUBJECT: Sole Source

1.) We are delighted with the prospect of renewing the support contract for our Preschool software package in Oswego County.

2.) We are the sole developers of this software and we remain as its sole owners. We are unaware of any competing software products and we are the sole source to acquire this support.

3.) We are certain that your discussions with your peers in other counties confirm that there are no viable alternatives to our software.

4.) Because this contract is for support of our own software (which has been installed and running in Oswego County for years) obviously, no other organization can offer this service.

5.) For this reason, forty (40) other New York Counties from the tip of Long Island (Suffolk County) to the Pennsylvania border (Erie County) have implemented our software. Some have been using it for more than 19 years.

William C. Smith, President

State of New York
County of Schenectady ss.:

On the 15th day of December, 2025, before me, the undersigned, personally appeared ***William C Smith***, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of NY

KELLY ANN CHASE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KN5079951
Qualified in Rensselaer County
Commission Expires 04/15/2028

AGENDA# HE-2

RESOLUTION NO.

April 9, 2026

RESOLUTION ACCEPTING FUNDS FROM UNIVERSITY OF WASHINGTON FOR CLIMATE HEALTH AND RISK TOOL (CHART) STUDY

By Legislator Paul House:

WHEREAS, The Oswego County Health Department is participating in the CHaRT Study from the University of Washington School of Public Health; and

WHEREAS, The Health Department will receive compensation of $1,000 for completing the initial survey. A second survey, will be completed in approximately one year; and

WHEREAS, the Health Department is requesting acceptance of the compensation; and

WHEREAS, the Health Department is requesting to increase the following budget lines: A4037-416011 Health Ed Unclassified Revenue $1,000 and A4037-545500 Health Ed Other Supplies and Expense $1,000; and

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

RESOLVED, that compensation from participating in the CHaRT study has been accepted; and be it further

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

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

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY HEALTH DEPARTMENT
VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545
70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

To: **Oswego County Legislature**
From: **Vera Dunsmoor, Director of Public Health**
Date: **April 9, 2026**
Re: **Accept Funds from University of Washington for CHaRT Study**

SUBJECT:
Accept funds from the CHaRT study and approve corresponding budget modification.

BACKGROUND:

Extreme weather events, including extreme heat and summer storms pose significant health risk to community members, especially vulnerable populations, including the unhoused, seniors, those living in poverty, outdoor workers, and those with chronic health conditions. These populations often lack resources to respond effectively and have health conditions that can be negatively impacted by severe weather.

The Oswego County Health Department (OCHD) is participating in the CHaRT Study from the University of Washington School of Public Health. Our participation requires that we complete two online surveys related to extreme heat planning. The baseline survey has been completed, and the Oswego County Health Department has been randomized into the information-only group for the study. As part of the information-only group, we have received resources related to extreme heat health interventions and planning (a list of journal articles and websites along with multiple articles in PDF form). These actionable and science-based resources are proving to be key to support additional initiatives related to extreme weather planning and preparing for events to protect the counties most vulnerable.

OCHD will receive compensation of $1,000 for completing the initial survey. A second survey, similar to the first, will be completed in approximately one year.

FISCAL IMPACT: Increase A4037-416011 Unclassified Revenue $1,000 and increase A4037-545500 Other Supplies and Expense $1,000. This budget modification is budget neutral.

RECOMMENDATION:
Accept funds from the CHaRT study and approve the corresponding budget modification.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A4037	416011					Health Ed: Unclassified Revenue	(1,000.00)
			A4037	545500		Health Ed: other Supplies & Expense	1,000.00
						compensation for University of Washington CHaRT Study	

3-31-26
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

3 31 26
COUNTY ADMINISTRATOR DATE

3-31-26
CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# HE-3

RESOLUTION NO.

April 9, 2026

RESOLUTION APPOINTING MEMBER TO THE OSWEGO COUNTY BOARD OF HEALTH

By Legislator Paul House:

WHEREAS, a vacancy has occurred as a result of a resignation of a certain member of the Oswego County Board of Health; and

NOW, on recommendation of the Health Committee of this body; be it

RESOLVED, that the following individual be, and hereby is, appointed to the Oswego County Board of Health for the remainder of a term to expire as follows:

Catherine Hogan May 1, 2026 - December 31, 2026

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY HEALTH DEPARTMENT

VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545

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

To: **Oswego County Legislature**
From: **Vera Dunsmoor, Director of Public Health**
Date: **April 9, 2026**
Re: **Resolution – Appointing Board of Health Member**

SUBJECT:
Appointment to the Oswego County Board of Health

BACKGROUND:
To recommend the appointment of an individual to serve as a member of the Oswego County Board of Health.

The Oswego County Board of Health is a statutory body of seven members, created in accordance with provisions of the New York State Public Health Law. The following individual is recommended for appointment for the following term:

Catherine Hogan **May 1, 2026 – December 31, 2026**

RECOMMENDATION:
The Health Committee recommends approval by the full Legislature of the requested appointment to the Board of Health.

Catherine P. Hogan RN, BSN, WCC

[redacted]

Summary

Competent, reliable and committed professional with a broad range of healthcare experience and a history of assuming increasing levels of responsibility and leadership.

Professional Experience

Stafkings Healthcare Systems, Inc. Oswego, NY
April 2019---Present

Clinical Director

- Responsible for overseeing the six offices. (Auburn, Binghamton, Elmira, Ithaca, Liverpool, Oswego,)
- Provide leadership, direction & supervision to the healthcare staff.
- Develop, plan and implement programs/services and policies/procedures to support the organization's clinical activities.
- Participate in all DOH branch surveys and develop a plan of correction as needed.
- Prepare and participate in OMIG audits.
- Chair the Stafkings Professional Advisory Committee
- Member of the Oswego County Health Department PAC
- Member of the Oswego County OFA Advisory Council

January 2010---April 2019

Director of Nursing

- Responsible for the management of the Oswego office.

- Provide direction & supervision to all home care staff and Healthcare coordinators.
- Participate in Quality Improvement activities, such as chart audits.
- Assists other branch offices with computer training.

Gentiva Home care Oswego, NY

June 2009----October 2009

- Case Manager/Home care nurse

A.L.Lee Memorial Hospital Fulton, NY
December 1991----April 2009

Assistant Director of Nursing-----2001---4/2009
Interim Director of Nursing-----9/06---12/08
Education Director----1991----2001
Nursing Supervisor----1996---4/2009

Responsible for the management of nursing services and the education department.

- Assisted with the development and implementation of infusion therapy program.
- Development and implementation of hospital policies.
- Create and conduct education programs.
- Developed a self-study infection control packet for HCP.
- Interim manager for various clinical departments in the absence of a department manager (ASU, ED, OR).
- Actively participated in Joint Commission preparation and survey process.
- Chart reviews, data abstraction and data entry for Core measures and performance improvement.
- Worked with the surgeons to develop skin care and ostomy care protocol.
- Developed and implemented EMTALA protocol and continuously monitor for compliance.
- Developed emergency preparedness and coordinated all hospital drills.
- Participated in Regional Preparedness Council and the Local Emergency Planning Committee.

- Bioterrorism Coordinator.
- Coordinator of American Heart Association training center.
- Liaison for the medical staff and administration.
- Liaison for EMS with hospital administration.

Oswego Family Physicians Oswego, NY
June 1990-----December 1991

- Office RN for busy multi-physician practice

Oswego Hospital Oswego, NY
June 1977----May1990

Responsible for inpatient and outpatient education and coordinating community programs promoting health and wellness.

- Patient/Community Educator---- 1985-1990
- RN float-----1983-1985
- LPN Medical Surgical unit ----1979-1983
- NA Medical Surgical unit -----1977-1979

Hillcrest Nursing Home Oswego, NY
August 1973-----June 1977

- Nurse Aide

AGENDA# IT-1

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING EXPENDITURE FROM HIGHWAY AND AUTOMOTIVE EQUIPMENT RESERVE #146

By Legislator Stephen Walpole:

WHEREAS, the Highway Department has identified the need to purchase four new pickup trucks; and

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

RESOLVED, that the County Treasurer be, and is, hereby authorized to transfer $191,200 from Highway and Automotive Equipment Reserve #146 to Capital Project No. E0126 – Highway 2026 Equipment and that the following project is hereby authorized for the maximum expenditure as indicated.

Capital Project # E0126	**Total Authorization**
Highway Equipment – 2026	$191,200

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8712 Fax (315) 349-8256

Shawn Walker
Highway
Superintendent

TO: **Oswego County Legislators**
FROM: **Shawn Walker, Highway Superintendent**
DATE: **March 12, 2026**
RE: **Establish CP# E0126 – 2026 EQUIPMENT**

SUBJECT: Authorization to establish Capital Project No. E0126 – Highway Equipment 2026 and purchase (4) new trucks.

BACKGROUND: Attached is the Highway Department's quote for a pickup truck. The Highway Department is seeking to purchase 4 pickup trucks and a transfer of $191,200 from the Highway and Automotive Equipment Reserve #146. The (4) new pickup trucks are to replace the Crew Leaders trucks that are used daily, including weekends in the winter, to check on the roads. The Crew Leader's current trucks will be used at the garages for transportation for the employees to get to the job location.

FISCAL IMPACT: None.

RECOMMENDATION: The Infrastructure, Facilities & Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature authorize the $191,200 for the purchase of four Pickup Trucks.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
H	529000	E0126				Establish CP#E0126 Highway Pickup Trucks 2026	191,200.00
			H	450310	E0126	CP#E0126 Interfund Transfer	(191,200.00)
						This capital project is being funded through a transfer of funds from	
						CR#146 Highway and Automotive Equipment Reserve	

DEPARTMENT HEAD	DATE	COUNTY ADMINISTRATOR	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE	CHAIRPERSON	DATE
		COUNTY TREASURER	DATE

*If Personnel Services are impacted

Ver. 7.18.23

AGENDA# IT-2

RESOLUTION NO.

March 9, 2026

RESOLUTION AMENDING CAPITAL PROJECT NO. E0125
OSWEGO COUNTY AIRPORT – PURCHASE A NEW FRONT-END LOADER WITH PLOW

By Legislator Stephen Walpole:

WHEREAS, this legislature did previously approve Resolution No. 123 in April 2025 for the purchase of a new front-end loader with plow for the Oswego County Airport; and

WHEREAS, the County of Oswego did apply for a grant from the Federal Aviation Administration and the New York State Department of Transportation to purchase the new front-end loader with plow for the Oswego County Airport; and

WHEREAS, the anticipated cost of the project in Resolution No. 123 was $540,790.26 making the anticipated FAA grant at ninety-five (95) percent, ($513,750.74), The New York state share (2.5) percent ($13,519.76) and the local county share of 2.5 percent ($13,519.76) for the total project cost; and

WHEREA, the actual cost of the project did come in at $540,790.26, however, the FAA grant was rounded down to $513,750, The New York state share was rounded up to $13,520, making the local share remaining, $13,520.26 per Schedule A-1; and

WHEREAS, New York state does require that the resolution reflects the actuals on the Schedule A-1, I am respectively requesting that this legislature does approve this amended resolution reflecting the adjusted shares, respectively; and

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

RESOLVED, that the Treasurer be, and is hereby, authorized to transfer the sum of $.50 from Capital Reserve No. 146 to the local share of CP No. E0125, and adjust the anticipated revenue lines to reflect federal aid of $513,790 and New York state aid of $13,520.

Capital Project No.: E0125	**Total Authorization**
Oswego County Airport	
Purchase New Front-End Loader with Plow	$ 540,790.26

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256
Shawn Walker, Highway Superintendent

INFORMATIONAL MEMORANDUM

DATE: March 16, 2026

SUBJECT: To amend CP E0125 to reflect actual grant offers from FAA/NYSDOT.

PURPOSE: To amend amounts of actual grant offers received.

SUMMARY: The Airport applied for and received grants to purchase a new front-end loader and plow from the FAA and New York State Department of Transportation. The grant offers were 95% Federal, 2.5% State and 2.5% Local shares. The original resolution authorizing the Chairman of the Legislature reflected actual percentage amounts of the full project ($540,790.26). Upon receipt of the grant agreements, the FAA grant portion was rounded down to $513,750 (-$0.74), and the NYSDOT portion was rounded up to $13,520 (+$0.24) leaving the Local portion to be increased $0.50. This Resolution amends the Capital Project to reflect the actual grant offers received. The total project price remains unchanged.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
H	529000	E0125				To Adjust Revenue Sources for CP#E0125	0.00
			H	445920	E0125	Federal Aid - CP#E0125 - Less by .74	0.74
			H	435010	E0125	State Aid - CP#E0125 - More by .24	(0.24)
			H	450310	E0125	Interfund Transfer - CP#E0125 - More by .50	(0.50)
						The local share of this capital project is being increased using	
						Capital Reserve 146 Highway Equipment	

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# IT-3

RESOLUTION NO.

March 9, 2026

RESOLUTION AUTHORIZING THE EXECUTION OF AMENDED GRANT OFFER AT THE OSWEGO COUNTY AIRPORT

By Legislator Stephen Walpole:

WHEREAS, this legislature did previously approve Resolution No. 124, April 10, 2025, approving the execution of a grant offer for the purchase of a new front-end loader with plow for the Oswego County Airport, Fulton, NY; and

WHEREAS, the approved total cost of the Purchase of a New Front-End Loader with Plow was anticipated at $540,790.26, with a Federal share of 95% ($513,750.74), a State share of 2.5% ($13,519.76), and a Local share of 2.5% ($13,519.76); and

WHEREAS, the total cost of the purchase did not change, however, the anticipated revenue amounts did due to rounding per the NYS DOT Schedule A-1. The anticipated Federal share at 95% will be $513,750, the new State share at 2.5% will be $13,520 and the new local share at 2.5% will be $13,520.26; and

WHEREAS, it is required that the execution of the grant offer matches the actuals of the Schedule A-1 of the grant, I respectively request the approval of the amended execution that reflects the rounded amounts listed above and the increase in local share of $ .50; and

WHEREAS, the local share of $13,520.26 can be funded from Highway Equipment and Auto Reserve; and

NOW, THEREFORE, upon recommendation of the Infrastructure, Facilities and Technology Committee, with the approval of the Finance and Personnel Committee; it is hereby

RESOLVED, that the Oswego County Legislature authorizes the Chairman of the Legislature to enter into these agreements with FAA and the New York State Department of Transportation accepting these grant offers.

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256
Shawn Walker, Highway Superintendent

INFORMATIONAL MEMORANDUM

DATE: March 16, 2026

SUBJECT: Execution of actual grant offers from FAA/NYSDOT.

PURPOSE: To amend amounts of actual grant offers.

SUMMARY: The Airport applied for and received grants to purchase a new front-end loader and plow from the FAA and New York State Department of Transportation. The grant offers were 95% Federal, 2.5% State and 2.5% Local shares. The original resolution authorizing the Chairman of the Legislature reflected actual percentage amounts of the full project ($540,790.26). Upon receipt of the grant agreements, the FAA grant portion was rounded down to $513,750 (-$0.74), and the NYSDOT portion was rounded up to $13,520 (+$0.24) leaving the Local portion to be increased $0.50. This Resolution amends the original to reflect the actual grant offers received. The final project number remains unchanged.

AGENDA# IT-4

RESOLUTION NO.

April 9, 2026

RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 3 OF 2026 ENTITLED A LOCAL LAW AMENDING LOCAL LAW NUMBER 4 OF 2022 PERMITTING ATV USE ON CERTAIN COUNTY ROADS

By Legislator Stephen Walpole:

WHEREAS, a public hearing was held on April 9, 2026, at 7:00 p.m. and, all interested parties having had an opportunity to be heard regarding Proposed Local Law Number 3 (introductory number only); and

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

RESOLVED, that Local Law Number 3 of the year 2026 entitled **A LOCAL LAW AMENDING LOCAL LAW NUMBER 4 OF 2022 PERMITTING ATV USE ON CERTAIN COUNTY ROADS** 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 as provided for by law.

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
LOCAL LAW NUMBER 3 OF 2026 ENTITLED
A LOCAL LAW AMENDING LOCAL LAW NUMBER 4 OF 2022
PERMITTING ATV USE ON CERTAIN COUNTY ROADS

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

1. **Purpose and Findings.** This body has, heretofore, opened certain county roads to seasonal all-terrain vehicle (hereinafter "ATV") use and finds it necessary and desirable to allow seasonal ATV operation on additional County Roads on certain terms and conditions and to amend Schedule A of the County Road ATV Use Law (Local Law Number 4 of 2022) accordingly. The purpose of this enactment is to allow seasonal travel by all-terrain vehicles on certain portions of existing paved roads in the County Road System within the Town of Sandy Creek pursuant to the authority granted under Section 2405 of the Vehicle and Traffic Law of the State of New York. This Legislature hereby finds and determines that the opening of certain existing County Roads to seasonal ATV use is necessary in order for ATVs to access trails and certain designated town roads adjacent and connecting thereto. This Legislature further finds that promoting opportunities for recreational use of all-terrain vehicles will stimulate the local economy and offer enjoyment to the citizens of the County and tourists in the area alike.

2. **County Road segments to be opened for ATV Use in the Town of Sandy Creek.**

Schedule A of County of Oswego Local Law Number 4 of 2022 be, and is hereby, **AMENDED** to **ADD** the following County Road segments to Schedule A of that enactment to be open to seasonal ATV use consistent therewith:

Town of Sandy Creek:

County Route 15 from its intersection with Wigwam Drive a distance of 0.42 miles or 2,217.6 feet to its intersection with West Avenue (nearest Bayview Marina n/f owner).

County Route 15 from its intersection with West Avenue (nearest Bayview Marina n/f owner) a distance of .30 miles, or 1,584 feet, to its intersection with Ouderkirk Road (nearest Sandy Pond Marina n/f owner).

County Route 15 from its intersection with Ouderkirk Road (nearest to 3M's Sand Pond Bar n/f) a distance of 1.15 miles or 6,072 feet to its intersection with County Route 62 (North Street).

County Route 22 from its intersection with Bremm Road a distance of 0.51 Miles or 2,692.90 feet to its intersection with Edwards Road at town line.

County Route 48 from its intersection with Miller Road a distance of 0.48 miles or 2,534.4 feet to the intersection with Edwards Road.

County Route 62 (North Street) from its intersection with County Route 15 a distance of .356 miles or 1,879.68 feet to its intersection with Frazer Road

Section 3. Opening of County Roads hereunder shall be expressly contingent upon Town of Sandy Creek approval opening adjacent town roads.

No segments of County Roads listed herein connecting with town roads shall be opened by the county for seasonal ATV use unless and until the Town of Sandy Creek first adopts a local law, ordinance or resolution authorizing seasonal ATV use on the connecting town roadways to the County Road segments listed herein and/or trail connections as the case may be.

Section 4. SEQRA Determination.

This Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York. Environmental Conservation Law Article 8, hereby finds and determines that this local law constitutes a Type II action pursuant to Section 617.5(c)(26) of Title 6 of the New York Code of Rules and Regulations in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Section 617.5(c)(21) involving minor temporary uses of land, to-wit: seasonal operation on paved county roadways, having negligible or no permanent impact on the environment; Section 617.5(c)(22) involving installation of any related necessary traffic control devices on existing streets, roads and highways; and, Section 617.5(c)(33) concerning the adoption of regulations, policies, procedures and local legislative decisions in connection therewith. The Clerk of the Oswego County Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this local law.

Section 5. Severability.

If any clause, sentence, paragraph, section, subdivision or other part of this Local Law or its applications shall be adjudged by a Court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or otherwise invalidate the remainder of this Local Law which shall remain in full force and effect except as limited by such order or judgment.

Section 6. Effective Date.

This local law shall take effect upon its adoption, subject to the limitations in Section 3 hereof, and shall be filed, consistent with the provisions of Municipal Home Rule Law.

COUNTY OF OSWEGO
LOCAL LAW 4 OF 2022 AMENDING LOCAL LAW NUMBER 4 OF 2015, A LOCAL LAW PERMITTING AND REGULATING ALL - TERRAIN VEHICLE (ATV) OPERATION ON CERTAIN COUNTY ROADS

BE IT ENACTED by the County Legislature of the County of Oswego as follows: Local Law Number 4 of 2015 be and is hereby AMENDED IN ITS ENTIRETY to read as follows:

Section 1. This local law shall be known as the "County Road ATV Use Law."

Section 2. Purpose and Findings

The purpose of this Local Law is to open for travel by all-terrain vehicles certain portions of the County Road System pursuant to the authority granted in Section 2405 of the Vehicle and Traffic Law of the State of New York. This Legislature hereby finds and determines that the opening of certain County Roads to ATV use is necessary in order for ATVs to access trails adjacent thereto. This Legislature further finds that promoting opportunities for recreational use of all-terrain vehicles will stimulate the local economy and offer enjoyment to the citizens of the County and those tourists traveling in the area.

Section 3. Definitions

ATV: An all-terrain vehicle, as defined in Section 2228(1) of the New York State Vehicle and Traffic Law.

County: County of Oswego

County Bridge/Culvert: A County owned bridge or culvert on a town road designated for ATV operation.

County Road: A highway designated as a County Road on the Official County Highway Map as provided by Section 115 of the Highway Law of the State of New York.

Designated Road: A County Road, or portion thereof, designated for use by ATVs by this Local Law.

Owner: "Owner" as defined by Section 2401(3) of the Vehicle and Traffic Law.

Operator: "Operator" as defined by Section 2401(4) of the Vehicle and Traffic Law.

ATV Trail System: A system of trails suitable for use by ATVs operated by clubs and/or Oswego County that includes developed trails on certain municipal, state, and privately owned lands and designated connecting highways.

Vehicle and Traffic Law: The Vehicle and Traffic Law of the State of New York.

Section 4. Designated Roads

The following County Roads, or the indicated portions thereof, are hereby designated as open to travel by ATVs:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

Section 5. Rules, Conditions, and Restrictions

The following rules, conditions and restrictions shall be applicable to all County Roads opened to ATV use pursuant to this Local Law.

a) The utilization of County Roads by ATVs shall be only and solely for the purpose of traveling directly from one ATV trail head to another.

b) No Person shall operate an ATV on a Designated Road, between the hours of 10:00 p.m. and 7:00 a.m.

c) No person shall operate an ATV on a Designated Road, while within the corporate limits of a village, at a speed exceeding twenty miles per hour.

d) An operator of an ATV shall operate the ATV as far to the right upon a designated roadway as conditions allow.

e) No sleigh, sled, toboggan or trailer shall be towed on a designated roadway by an ATV.

f) No person shall operate an ATV on any part or portion of a Designated Road, other than on the traveled 'roadway,' unless the person is bringing the ATV to a stop or has stopped the ATV.

g) No person shall operate an ATV more than one abreast in a single lane on a Designated Road.

h) No person shall operate an ATV in excess of twenty-five (25) miles per hour or the posted speed limit whichever is less.

i) All ATV use shall be in compliance with the applicable provisions of the Vehicle and Traffic Law, and all ATVs shall comply with NYS DMV registration, insurance, lighting and equipment requirements.

Section 6. Penalties

Any person who violates any provisions of this Local Law shall be guilty of an offense as defined
by Section 10.00 of the Penal Law of the State of New York, and the violator or offender shall be liable for a fine of not less than $25.00 and not more than $150.00 for the first offense; for a fine not less than $50.00 and not more than $200.00 for a second offense committed within two years from a previous conviction under this Local Law; and a fine of not less than $100.00 and no more than $500.00 for a third or subsequent offense all committed within three years.

Section 7. Severability

If any part of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision in application directly involved in the controversy in which such judgment shall have been rendered; and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the County Legislature of the County of Oswego hereby declares that it would have passed this Local Law or the remainder of it had such invalid application or provision been apparent.

Section 8. Posting of Designations and Regulations

In accordance with the requirements of 2405 of the Vehicle and Traffic Law, the Superintendent shall install signs and markers identifying the Designated Roads. Said Superintendent shall also post signs on which shall appear the regulations, conditions and restrictions set forth in this Local Law, to the extent that such regulations, conditions and restrictions exceed those set forth in the Vehicle and Traffic Law.

Section 9. Prior Local Laws Superseded

All other Oswego County ATV local laws be and are hereby SUPERSEDED by this enactment (LL. 1 of 2005; LL. 1 of 2006; LL 3 of 2018

Section 10. Effective Date & Filing

This Local Law shall take effect upon filing with the Secretary of State. A certified copy of this local law shall also be filed with the Commissioner of Motor Vehicles pursuant to Vehicle and Traffic Law Section 2405.

SCHEDULE A

Town of Albion:	County Route 52 from its intersection with the Richards Trail, Town of Orwell, a distance of 3560 feet to its intersection with the Potters Trail, Town of Albion.
Village of Altmar:	County Route 22 from its intersection with Smokey Road to the intersection of River Street. Distance 1,460 feet; County Route 52 from its intersection with Tar Hill Road to the intersection of Cemetery Street. Distance 3,700 feet.
Town of Orwell:	County Route 2 from its intersection with Dam Road to the intersection with Jackson Road. Distance 4,075 feet; County Route 30 from its intersection with the North Hill Trail a distance of 1,650 feet to its intersection with the South Hill Trail; County Route 22 from its intersection with the South Hill Trail a distance of 1,550 feet to its intersection with the Bennett's Bridge Trail. County Route 2 from its intersection with the Drakes Trail a distance of 3,000 feet to the intersection with the Diner Trail; Commencing at a trail head 100 +/- feet easterly from the intersection of CR 2 from the intersection of Jackson Road, Town of Orwell, thence proceeding easterly approximately 4.988 miles

(26,337 feet) to the intersection of CR 17, Town of Redfield; and, continuing thence.

Town of Parish: County Route 26 from its intersection with Bars Trail proceeding easterly a distance of 3,500 feet to its intersection with Walter Trail; AND

CR 26 beginning at a point 1.26 mile easterly from the intersection of CR 26 with CR 22 and then running westerly along CR 26, in the Town of Parish, approximately 4.42 miles to the intersection of SR 69 in the Town of Parish.

Town of Redfield: CR 17 from the intersection of CR 2, Town of Redfield, southerly approximately 0.522 miles (2,756 feet) to the intersection of CR 47, Town of Redfield; and, continuing thence; AND

CR 47 from the intersection of CR 17, Town of Redfield, northeasterly approximately 3.849 miles (20,323 feet) to a trail head located approximately 2,640 +/- feet westerly along CR 47 as measured from the intersection of CR 47 with the Lewis County Line.

Town of Richland: County Route 2A from its intersection with the Portly Angler Trail a distance of 2,750 feet to its intersection with the Oswego County ATV Trail.

Town of Williamstown:

County Route 30 beginning at a point approximately 0.17 miles (885 feet) north from the intersection of CR 30A and running south along County Route 30, in the Town of Williamstown, approximately 1.52 miles (8,010) feet to the intersection of County Route 30 and the abandoned railroad tracks in the Town of Williamstown.

By Order of the Oswego County Legislature
May 12, 2022

Betsy Sherman-Saunders, Clerk
Oswego County Legislature

AGENDA# IT-5

RESOLUTION NO.

April 09, 2026

RESOLUTION AUTHORIZING EXPENDITURE FROM CAPITAL RESERVE NO. 21 – BUILDING RENOVATION TO CAPITAL PROJECT NO. C0226 – DSS ROOF TOP CHILLER REPLACEMENT

By Legislator Stephen Walpole:

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

RESOLVED, that the County Treasurer is hereby authorized to transfer $ 210,000.00 from Capital Reserve Fund No. 21 to Capital Project No. C0226 -- DSS Roof Top Chiller Replacement and that the following project is hereby authorized for the maximum expenditure as indicated; and be it further

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

Capital Project No. C0226:	**Total Authorization:**
DSS Roof Top Chiller Replacement	$ 210,000.00

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street
Oswego, New York 13126

Phone: (315) 349-8233
Fax: (315) 342-2481

Rick Doten
Director

INFORMATIONAL MEMORANDUM

SUBJECT:	To establish a capital project to replace the 35-year-old roof top chiller on the Department of Social Services Building.
PURPOSE:	This project is to replace the roof top chiller on the Department of Social Services Building. The current chiller has been down many times; it takes several weeks to find parts and to repair the unit due to the age of the chiller. Government regulations pertaining to the freon coolant used in the old chiller also hinder the cost effectiveness of continuing to repair the unit. The chiller has exceeded its life expectancy by over 10 years.
SUMMARY:	The existing chiller is very old; replacement parts are hard to locate, and the unit needs to be replaced.
RECOMMENDED:	I respectfully request $ 210,000.00 for the project be transferred from Capital Reserve Fund No. 21 – Building Renovation to Capital Project No. C0226 -- DSS Roof Top Chiller Replacement.
FISCAL IMPACT	Requesting $ 210,000.00 be transfer to the capital project from the Capital Reserve No. 21 – Building Renovation.
ACTION:	To transfer $ 210,000.00 from the Capital Reserve Fund to Capital Project No. C0226 – DSS Roof Top Chiller Replacement.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
H	529000	C0226				Establish CP No. C0226 - DSS Roof Top Chiller Replacement	210,000.00
			H	450310	C0226	Interfund Transfer to CP No. C0226	(210,000.00)
						This capital project is being established using Capital Reserve No. 21	

DEPARTMENT HEAD	DATE	COUNTY ADMINISTRATOR	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE	CHAIRPERSON	DATE
		COUNTY TREASURER	DATE

*If Personnel Services are impacted

Ver 7.18.23

AGENDA# IT-6

RESOLUTION NO.

April 09, 2026

RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT NO. C0225 – LOB ROOF TOP CHILLER REPLACEMENT

By Legislator Stephen Walpole:

WHEREAS, this body has heretofore established Capital Project No. C0225 – LOB Roof Top Chiller Replacement with a maximum authorization of $ 175,000.00; and

WHEREAS, the Buildings and Grounds Director has identified the need to increase the authorization of Capital Project No. C0225 – LOB Roof Top Chiller Replacement by $ 8,500.00; and

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

RESOLVED, that the Treasurer is hereby authorized to transfer $ 8,500.00 from Capital Reserve No. 21 – Building Renovation to Capital Project No. C0225 – LOB Roof Top Chiller Replacement and that the project is hereby authorized for the maximum expenditure as indicated.

Capital Project	**Total Authorization**
CP No. C0225-LOB Roof Top Chill Replace	$ 183,500.00

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
BUILDINGS & GROUNDS DEPARTMENT

111 East 11th Street
Oswego, N.Y.13126

Phone: (315) 349-8233
Fax: (315) 342-2481

Rick Doten
Director

INFORMATIONAL MEMORANDUM

SUBJECT: Increase the authorization level of Capital Project No. C0225 – LOB Roof Top Chiller Replacement.

PURPOSE: To increase the authorization level of Capital Project No. C0225 – LOB Roof Top Chiller Replacement by $ 8,500.00 using funding from Capital Reserve No. 21 – Building Renovation.

SUMMARY: The project has exceeded the original authorization level with the last invoice received and one more invoice is expected. I recommend Oswego County increase the authorization level of Capital Project No. C0225 – LOB Roof Top Chiller Replacement.

RECOMMENDED: Request the transfer of $ 8,500.00 from Capital Reserve No. 21 -- Building Renovation to Capital Project No. C0225 – LOB Roof Top Chiller Replacement.

ACTION: Transfer $ 8,500.00 from Capital Reserve No. 21 -- Building Renovation to Capital Project No. C0225 – LOB Roof Top Chiller Replacement. The maximum authorization level is now $183,500.00.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
H	529000	C0225				Increase CP # C0225 - LOB Roof Top Chiller Replacement	$8,500.00
			H	450310	C0225	Interfund Transfer - CP # C0225	($8,500.00)
						This Capital Project is being funded using Capital Reserve #21	

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver 7.18.23

AGENDA# IT-7

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING RECLASSIFICATION OF ONE POSITION IN THE DEPARTMENT OF SOLID WASTE

By Legislator Stephen Walpole:

WHEREAS, a review of operational requirements, workloads and equipment maintenance has been conducted; and

WHEREAS, the Director of Solid Waste Programs has identified the need to reclassify one (1) position from Equipment Mechanic II to a Facilities Mechanic position in the Department of Solid Waste Landfill and Transfer Stations to facilitate better maintenance on our stationary equipment and systems; 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 position of Equipment Mechanic II, Grade 3, in the Oswego County Public Works Unit be reclassified to a Facility Mechanic, Grade 4, in the same Unit; and be it further

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

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

YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

TO:Infrastructure, Facilities and Technology Committee

FROM: Michael Lutestanski II, Director of Solid Waste Programs

RE: Position Reclassification Request

DATE: March 16, 2026

The attached reclassification request is to reclass an Equipment Mechanic 2 Grade 3 to a Facilities Mechanic grade 4 within the Department of Solid Waste. This would be more of an industrial type of mechanic position responsible for the repair and maintenance of the compaction equipment, basic electrical, plumbing, general maintenance tasks at Bristol Hill and all the transfer stations. This position would be budget neutral.

Likewise, the landfill has ancillary systems which require regular maintenance. The proposed position would perform daily inspections and routine maintenance of the leachate collection infrastructure, landfill gas collection systems, including piping, pumps, and flare, The Department is subject to expanding State and federal regulations and as the landfill expands and ages these systems require additional skilled maintenance.

The equipment mechanic 2 position has gone unfilled for at least a year, with no applicants. The current truck mechanics try to cover some of these items, this means we have less manpower for routine repairs and preventive maintenance work on our rolling stock. This transition is in line with our need for other types of maintenance involving stationary equipment that will allow our truck mechanics to concentrate on the work they can accomplish.

POSITION REQUEST/DELETE BUDGET FORM

HR: JAB

DEPARTMENT: Solid Waste **DIVISION/UNIT (NUMBER):** 8160

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

   b. Management or OCPA – Salary Requested: _____ Grade: _____

4. Percent of Federal and or State Reimbursement: ____ Fringe Reimbursed: ☐ Yes ☐ No

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: Equipment Mechanic 2 2. Position #: 816020402

3. Present Salary/Hourly Rate: $28.52 Grade: 3

4. Requested Title: Facility Mechanic

5. Requested Salary: _____

   a. Bargaining Unit: _____ Hourly Rate: $30.10 Grade: 4

   b. Management or OCPA – Salary Requested: _____ Grade: _____

6. Percent of Federal and/or State Reimbursement: 0% Fringe Reimbursed: ☐ Yes ☒ No

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

Solid Waste facilites need constant maintence performed at multiple locations. This will include maintenance on facility equipment and structures. This position will be responsible for maintenance and upkeep of all 5 transfer stations the flare, leachate and stormwater systems. Daily inspections performed of leachate, flare, and gas well systems. Keep daily records of the gas wells and Flare.

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

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

MSD 222

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	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION
Solid Waste	8160-Landfills & Transfer Stations	Bristol Hill

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: Facility Mechanic

PERCENT OF WORK TIME	
60	Performs a repairs to pumps, piping, motors, valves, and electrical, pneumatic and hydraulic equipment. Performs machinery lubrication tasks and preventative maintenance activities. Performs duties necessary for maintenance or improvement of the facility in.
20	Maintains and performs building maintenance activities involving carpentry, plumbing, and electrical repairs. Welds, cuts and brazes metals using electrical and oxy-acetylene equipment. Fabricates, assembles and welds steel equipment parts.
10	Prepares a variety of records and reports related to the work. Must monitor landfill wells and flare and fill out daily reports.
10	Aids the Garage Supervisor in repair and maintenance of assigned automotive equipment. Performs general maintenance work such as painting, cleaning and lubricating parts, cleaning, and related tasks.
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Michael Lutestanski	Solid Waste Operation Manager	Direct
Danny Edwards	Solid Waste Operations Manager	General

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** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type): one (1) year of experience in the installation, repair and/or maintenance of mechanical, electrical, hydraulic, related controls and instrumentation; OR Possession of Certificate of completion from a Union-Company Sponsored Apprentice Program requiring at least 8,000 hours of on-the-job training and one (1) year of experience as stated in (A) above.

Essential knowledge, skills and abilities: the installation, operation, maintenance and repair of electrical equipment, pumps, valves, hydraulics, the common tools, practices, terminology and safety precautions in one or more mechanical trades.

Type of license or certificate required: NYS CDL Class-A; Eligibility for a Landill Operator Certification issued pursuant to DEC regulations (Appointees have 12 months to attend and successfully complete the course).

7. The above statements are accurate and complete.

Date: **Title:** **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:**

AGENDA# IT-8

RESOLUTION NO.

April 9, 2026

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

By Legislator Stephen Walpole:

WHEREAS, The Department of Solid Waste Bristol Hill Landfill requires mowing equipment to maintain the surface and side slopes of the landfill per the solid waste permit; and

WHEREAS, the equipment has been identified and is available for purchase. These funds need to be placed in the Landfill and Transfer Stations other equipment account; 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 be delivered to the County Treasurer and shall be the authority to affect such transfers and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

TO: Legislator Stephen Walpole, Chairman
Infrastructure, Facilities and Technology Committee
Legislator John Martino, Chairman
Finance & Personnel Committee

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

RE: Budget Modification Solid Waste Unappropriated Fund Balance Landfill and Transfer Station Other Equip Acct

DATE: March 17, 2026

Bristol Hill Landfill in accordance with our 360 Permit must maintain our landfill cover and side slopes. This includes tree/shrub removal, mowing etc. The side slopes are such that it creates a safety hazard to have personnel try to mow or utilize handheld equipment.

The Department has identified a remote-controlled mowing system that can be operated from a safe vantage point to accomplish the grounds keeping that is required. The cost of this machine is $70,309.80. The department requests a budget transfer from the Solid Waste unappropriated fund balance of this amount to the other equipment acct. CL8160 526000.

Apr-26

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
CL	159900					Solid Waste Unappropriated Fund Balance	(70,309.80)
			CL 8160	526000		Other equipment	70,309.80
						This equipment purchaseis being funded through a transfer of funds	
						from Solid Waste unappropriated Fund Balance CL 159900	

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# IT-9

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE UNAPPROPRIATED FUND BALANCE TO ENERGY RECOVERY FACILITY ELECTRICAL ACCOUNT

By Legislator Stephen Walpole:

WHEREAS, The Department of Solid Waste Energy Recovery Facility has experienced higher electrical bills over this time last year; and

WHEREAS, the electrical budget line will be exhausted by May, additional funds are required for continued operations and paying the electrical bill; 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 be delivered to the County Treasurer and shall be the authority to affect such transfers and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

TO: Legislator Stephen Walpole, Chairman
Infrastructure, Facilities and Technology Committee
Legislator John Martino, Chairman
Finance & Personnel Committee

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

RE: Budget Modification Solid Waste Unappropriated Fund Balance to ERF Electrical Acct

DATE: March 17, 2026

Electrical prices and the accompanying fees have increased dramatically this year. We will exhaust our budget in April or May, depending on operations, electrical generation and Alkegens steam needs.

The Department is requesting a transfer of funds from the Solid Waste Dept. unappropriated fund balance to the electrical account CL8161 541600 of $125,000 to continue paying the bills as they come in. We are reviewing our procedures and operations to see if we can implement technology or operational changes to help reduce costs.

Apr-26

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
CL	159900					Solid Waste Unappropriated Fund Balance	(125,000.00)
			CL 8161	541600		Electricity	125,000.00
						This is being funded through the Solid Waste unappropriated Fund	
						Balance CL 159900	

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR DATE

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

AGENDA# IT-10

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING CONTRACT MODIFICATION AMOUNT ENERGY RECOVERY FACILITY ENGINEERING FEASABILITY STUDY

By Legislator Stephen Walpole:

WHEREAS, The Department of Solid Waste Energy Recovery Facility has a current contract to complete an Engineering Feasibility Study; and

WHEREAS, the cost of the study increased due to operational time and safety protocols; and

WHEREAS, the established capital project 1624 has the funds available to support the contract amount increase, and remain within budget; 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 be delivered to the County Treasurer and shall be the authority to affect such transfers and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

TO: Legislator Stephen Walpole, Chairman
Infrastructure, Facilities and Technology Committee
Legislator John Martino, Chairman
Finance & Personnel Committee

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

RE: Contract Modification for Energy Recovery Feasibility Study

DATE: March 25, 2026

In August of 2024, the Solid Waste Department started a project 1624 to determine the condition of the Energy Recovery Facility. Specifications were written and put out to bid for an Engineering Assessment to be completed.

The assessment was awarded to Barton & Loguidice, a team was formed and the assessment was started. The initial schedule was modified as there were some ongoing projects, and some of the equipment was not available as the facility was operating on its normal schedule.

Additional work was required in the amount of $19,441.00 to finish the assessment, which increased the cost from the initial $68,400.00 to $87,841.00. The additional work/time was required as the inspections of some equipment were more in depth, safety protocols had to be followed as the plant was operating through portions of the inspection. This total amount is less than the quoted amount from a competitive engineering firm, and within the $100,000.00 capital project budget.

The department is requesting a contract modification for this amount above. The study is finalized and will be released to the committee pending discussion as to the release date.

AGENDA# FP-1

RESOLUTION NO.

April 9, 2026

RESOLUTION FIXING TIME AND PLACE FOR A PUBLIC HEARING RELATIVE TO PROPOSED COUNTY OF OSWEGO LOCAL LAW NUMBER 4 OF 2026 ENTITLED A LOCAL LAW IMPOSING AN OCCUPANCY TAX UPON SHORT TERM RENTAL UNITS WITHIN THE COUNTY OF OSWEGO

By Legislator John Martino:

UPON the recommendation of the Finance & Personnel Committee of this body; be it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on proposed County of Oswego Local Law Number 4 of 2026, entitled "**A LOCAL LAW IMPOSING AN OCCUPANCY TAX UPON SHORT TERM RENTAL UNITS WITHIN THE COUNTY OF OSWEGO**" on the 14th day of May, 2026, at 2:00 o'clock, in the afternoon of said day at the Oswego County Legislative Chambers, Legislative Office Building, 46 E. Bridge Street, Oswego, NY 13126; and be it further

RESOLVED, that the Clerk of the Oswego County Legislature cause notice of such Public Hearing to be published in the Official Newspapers of the County and post the same as required by law.

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
LOCAL LAW NUMBER 3 OF 2026
ENTITLED "A LOCAL LAW IMPOSING AN OCCUPANCY TAX UPON SHORT TERM RENTAL UNITS WITHIN THE COUNTY OF OSWEGO"

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

Section I. Purpose and Intent. The County of Oswego has, heretofore, as a covered jurisdiction, established a Short-Term Rental Registry pursuant to County of Oswego Local Law Number 2 of 2025 and Real Property Law §447-c *et seq*. Moreover, the County of Oswego has, heretofore, imposed a room occupancy tax on hotels and motels pursuant to the authority granted under Tax Law§ 1202-h and County of Oswego Local Law Number 1 of 1988, as amended. The purpose of and intent of this local law is to impose a short-term occupancy rental tax as authorized under Tax Law §1200 for short term rental units within the County of Oswego and to promulgate collection, payment reporting and enforcement provisions in connection with same. Oswego County has not opted out of establishing a registration for Short-Term Rental Units and as the county is authorized and empowered to impose a tax on hotel and motel occupancy, it is also authorized and empowered to adopt and amend local laws imposing an occupancy tax upon short-term rental units as provided for herein.

Section II. Short Term Rental Unit Occupancy Tax Imposed within the County of Oswego

There is hereby imposed within the County of Oswego an occupancy tax on Short Term Rental Units as defined by Tax Law §1101(9)(c) which are required to register on the Oswego County's Short Term Rental Registry under County of Oswego Local Law 2 of 2025 at a rate of four (4) percent of the rental rate charged for a short term rental unit for each stay. Nothing herein shall impose a tax on a unit which is already covered by the County of Oswego's Hotel Occupancy Tax Local Law (Local Law 1 of 1988, as amended) and paying an occupancy tax thereunder. As part of the short-term registry registration process a certificate of authority to collect tax is issued by the County of Oswego.

Section III. Definitions.

As used in this local law, the following terms shall have the meanings indicated below.

A. "Short-Term Rental Unit" means an entire dwelling unit, or a room, group of rooms, other living or sleeping space, or any other space within a dwelling, made available for rent by guests for less than thirty consecutive days (other than for a place of assembly) where the unit is offered for tourist or transient use by the short-term rental host of the residential unit, and where such unit is located within the geographical boundaries of the County of Oswego, a covered jurisdiction. A short-term rental unit, for purposes of this local law, does not include any facility

otherwise exempted by state or federal law, a hospital, a nursing home, a health-care rehabilitation facility, a residence regulated by NYS OMRDD or NYS OMH, a palliative care home or hospice facility, a group home, an established shelter for victims of domestic violence, a foster home, a code blue shelter, cruise ships departing from, docked at or arriving at the Port of Oswego or along the Oswego River, rentals at Camp Hollis or Camp Zerbe, family members or extended family members residing together upon the same property, temporary emergency shelters established by the Red Cross, or otherwise, under a state of emergency or any residence or facility under the regulation of the Oswego County Health Department.

B. "Short-Term Rental Host" means a person or entity in lawful ownership or possession of a short-term rental unit who rents such unit to guests in accordance with this article including but not limited to an owner, operator, individual, deed holder, company, limited liability company, corporation, entity, business, organization, partnership, limited liability partnership, society, association, joint stock company, and/or any officers, directors, managers, or employees of any of the foregoing under a duty to act on its behalf, and/or an estate, receiver, trustee, assignee, referee, and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of the foregoing.

C. "Booking service" means a person or entity who, directly and/or indirectly:

(i) provides one or more online, computer or application-based platforms that individually or collectively can be used to:

(a) list or advertise offers for short-term rentals of Short-term Rental Units a defined hereunder; and
(b) either accepts such offers, or reserves and/or pays for such rentals; and

(ii) charges, collects or receives a fee for the use of such a platform or for provision of any service in connection with a short-term rental.

D. "Customer" Shall include every occupant of a short-term rental unit and shall mean a person or persons who, for a consideration, uses, possesses, or has the right to use or possess, any room in a hotel and/or short-term rental unit under any lease, concession, permit, right of access, license to use or other agreement or otherwise. Right to use or possess includes the rights of a room marketer.

E. "Room Remarketer" A person who reserves, arranges, for, conveys, or furnishes occupancy, whether directly or indirectly, to an occupant for rent of a short-term rental unit for an amount determined by the room remarketer, directly or indirectly, whether pursuant to a written or other agreements. Such person's ability or authority to reserve, arrange for, convey, or furnish occupancy, directly or indirectly, and to determine rent therefore, shall be the "rights of a room remarketer". A room remarketer is not a permanent resident with respect to a room for which such

person has the rights of a room remarketer.

F. Operator. Any person which operates a hotel or short-term rental unit as a Short-Term Rental Host including but not limited to a booking service or room remarketer and such room remarketer shall be deemed to operate a short-term rental unit, or any portion thereof, with respect to which such Short-Term Rental Host has the rights of any room remarketer.

G. Rent. The consideration received for occupancy of a Short Term Rental Unit, including any service or other charge or amount required to be paid as a condition for the occupancy, valued in money, whether received in money or otherwise and whether received or collected by the Short Term Rental Host, a booking service, operator, or a room remarketer or another person on behalf of any of them.

H. County. County shall mean the County of Oswego.

Section IV. Persons Required to Collect and Remit Occupancy Tax.

Every short-term rental host or operator of a short-term rental unit and/or every booking service with respect to the rent for every occupancy of a short-term rental unit it facilitates shall remit occupancy tax as provided for herein. Such requirement shall not include an operator of a short-term rental unit who rents out the operator's own property for three (3) days or fewer in a calendar year and does not use a booking service to facilitate such rental. Occupancy Tax returns shall be filed with the Oswego County Treasurer quarterly on the first day of January, April, July and October in the format prescribed by the Oswego County Treasurer and accompanied by all taxes collected on rents for the applicable quarter or any part thereof. Quarterly returns shall be filed whether or not occupancy tax is collected in a given quarter until the applicable Certificate of Authority is surrendered. The Certificate of Authority issued by the County as part of the Short-Term Rental Registration process, or a true copy thereof, shall be prominently displayed within the Short-Term Rental Unit at all times.

Section V. Booking Service Data Collection, and Maintenance and Distribution of Records.

(1) Booking Services shall collect and maintain data related to all Short-Term Rental Unit guest stays that the booking service facilitates within the County of Oswego. Booking services shall maintain such data related to Short-Term Rental Unit guest says that the booking service has facilitated within the County for two (2) years following the end of the calendar year in which an individual rental stay occurred. The data maintained by booking services shall include the dates of each stay and the number of guests, the cost of each stay, including an itemization of the hotel occupancy tax collected, the physical address, including any unit designation of each Short-Term Rental Unit booked, the full legal name of each Short-Term Rental Unit host, and each short-term rental unit's registration number. Beginning ninety (90) days after the effective date of this local law,

and on the first day of every January, April, July, and October thereafter, the booking service shall report such data to the County of Oswego. In the event a booking service does not comply with its reporting obligations pursuant to this subdivision, or more information is requested by the attorney general or by the County, or the County's enforcement agencies, then the data required to be reported pursuant to this paragraph and all relevant records from a booking service shall be produced in response to valid legal process. The County shall share such data with all city, town, or villages governments located within the County within sixty (60) days of receiving such data and shall make such data available to such city, town, or village enforcement agencies upon request. Such data and any records provided to generate such data shall not be made publicly available by the County nor any city, town, village or enforcement agency receiving same, excepting in the pursuit of collection and enforcement actions, litigation, and activities.

(2) Booking services may require Short-Term Rental Hosts, as a term or condition of service, to consent to the booking service producing data pursuant to paragraph 1 of this section.

(3) Booking services shall also provide an electronic report to the New York State Department of State pursuant to Real Property Law § 447-G, as amended.

Section VI. Booking Service Verification of Short-Term Rental Registration.

It shall be unlawful for a booking service to collect a fee for facilitating booking transactions for Short-Term Rental Units within the County of Oswego if the booking service has not first verified with the County that the Short-Term Rental Unit and its owner or operator have been issued a current, valid registration by the County.

Section VII. Non-Applicability.

The provisions of this local law shall apply to all Short-Term Rental Units only. Properties which fall under the county's hotel and motel Occupancy Tax local law are not required to also register as Short Term Rentals and remit tax for the same unit.

VIII. Penalties for Collecting upon or Offering an Unregistered Unit.

(1) **Collecting on an Unregistered Unit.** Any booking service which collects a fee related to booking a unit as a Short-Term Rental Unit where such Short-Term Rental Unit is not registered as required by Local Law Number 2 of 2025 may be fined as provided for in this local law below. The County, the Attorney General, or the Attorney General's designee may also seek an injunction from a court of competent jurisdiction prohibiting the collection of any fees related to the offering or renting of such Short-Term Rental Unit as a short-term rental.

(2) **Offering an Unregistered Unit.** Any Short-Term Rental Host which offers a Short-Term Rental Unit without first registering with the County or any Short-Term Rental Host or operator who offers an eligible Short-Term Rental Unit as a short-term rental

while the short-term rental unit's registration is suspended may be fined in accordance with Section below.

(3) Any Short-Term Rental Host which fails to comply with any notice of violation or other order issued pursuant to this Section by the County and/or by the Attorney General or a designee of the Attorney General for a violation of a provision of this local law may be fined in accordance with Section below.

(4) A Short-Term Rental Host that violates the requirements of this section shall receive a warning notice issued, without penalty, by the County upon the first and second violations. The warning notice shall detail actions to be taken to cure the violation. For a third violation a fine up to two hundred dollars may be imposed by the County. For each subsequent violation, a fine of up to five hundred dollars per day may be imposed by the County. Upon the issuance of a violation, a seven-day period to cure the violation shall be granted. During such cure period, no further fines shall be accumulated against the short-term rental hose, except where a new violation is related to a different Short-Term Rental Unit.

(5) A booking service that violates the requirements of this local law may be issued a fine by the County of up to five hundred dollars ($500) per day, per violation, until such violation is cured.

(6) Nothing in this local law shall supersede or limit in any way the authority of enforcement agencies for the County or the authority of any other entity with enforcement authority over local health and safety matters, to timely enforce violations of any health and safety laws or regulations.

(7) The penalties set forth above shall be in addition to any other applicable civil and/or criminal penalties and enforcement actions as authorized by law.

Section IX. Enforcement.

At its sole option, the County may enter into agreements with booking services for assistance in enforcing the provisions of this Section, including but not limited to, an agreement whereby the booking service agrees to remove a listing from its platform that is deemed ineligible for use as a Short-Term Rental Unit under the provisions of this local law, and whereby the booking service agrees to prohibit a Short-Term Rental Host from listing any listing without a valid registration number. The County shall be entitled to bring an action for a violation of this section and/or may notify the Attorney General, who is also authorized to bring an action for a violation of this Section.

Section X. Exemptions.

The rent for every occupancy of Short-Term Rental Unit in the County shall be subject to this Section, excepting that tax shall not be imposed upon: (i) a permanent resident, or (ii) where the rent is not more than at the rate of two (2) dollars per day or (iii)

where an exemption applies at law.

Section XI. Obligation to Collect Short Term Rental Occupancy Taxes.

(1) Booking Service. A booking service, with respect to a sale for every occupancy of a Short-Term Rental Unit it facilitates, shall: (a) have the duty to obtain a certificate of authority, to collect short term rental occupancy tax, file returns, remit taxes, and the right to accept a certificate or other documentation from a customer substantiating an exemption or exclusion from tax, the right to receive a refund authorized by this local law, and any credit allowed by this local law; and (b) keep such records and information and cooperate with the Oswego County Treasurer to ensure the proper collection and remittance of the tax imposed, collected, or required to be collected under this local law. A booking service shall be relieved of liability under this section for failure to collect the correct amount of tax to the extent that such booking service can show that the error was due to incorrect or insufficient information given to the booking service by the operator. Provided, however, that this provision shall not apply if the operator and booking service are affiliated entities.

(2) Short Term Rental Host. A Short Term Rental Host is relieved from the duty to collect tax in regard to a particular rent for the occupancy of a Short-Term Rental Unit subject to tax under this local law and shall not include rent from such occupancy in its submission of taxes for purposes of this local law, if in regard to such occupancy: (a) the host of the short-term rental can show that such occupancy was facilitated by a booking service from whom such operator has received, in good faith, a properly completed certificate of collection in a form prescribed by the Oswego County Treasurer certifying that the booking service is registered to collect taxes and will collect taxes on all taxable sales of occupancy of a Short-Term Rental Unit by the operator facilitated by the booking service and with such other information as the Oswego County Treasurer may prescribe; and (b) any failure of the Booking Service to collect the property amount of tax in regard to such sale was not the result of such operator providing the booking service with incorrect information.

(3) Additional Provisions. The Oswego County Treasurer may, at their discretion: (a) develop a standard methodology or approve a methodology developed by a booking service, in which the booking service obligates itself to collect the tax on behalf of all sales of occupancy of a Short-Term Rental Unit, with respect to all sales that it facilitates for such operators where the rental occurs in the County; and (b) provide by regulation or otherwise that the inclusion of such provision in the publicly-available agreement between the booking service and operator will have the same effect as an operator's acceptance of a certificate of collection from such booking service as referenced above.

(4) The quarterly tax returns of a Short Term Rental Host shall exclude the rent from occupancy of a Short-Term Rental Unit facilitated by a booking service, if in regard to such sale the short-term rental host has timely received, in good-faith, a properly completed certificate of collection from the booking service or the booking service has included a provision approved by the Oswego County Treasurer in a publicly available agreement

between the booking service and the information provided by the short-term rental host to the booking service about such rent and occupancy is accurate.

Section XII. Powers of the Oswego County Treasurer.

The liability, pursuant to this local law of any officer, director or employee of a corporation or of a dissolved corporation, member or employee of a partnership, member or employee or manager of a limited liability company, or employee of an individual proprietorship who as such officer, director, employee or member is under a duty to act for such corporation, partnership or individual proprietorship in complying with any requirement of this local law for the tax imposed, collected or required to be collected, or for the tax required to be paid or paid over to the Oswego County Treasurer under this local law, and the amount of such tax liability (whether or not a return is filed under this local law, whether or not such return when filed is incorrect or insufficient, or where the tax shown to be due on the returned filed under this local law has not been paid or has not been paid in full) shall be determined by the Oswego County Treasurer. Such determination shall be an assessment of the tax and liability for the tax with respect to such person unless such person, within ninety (90) days after the giving of notice of such determination, shall apply to the Oswego County Treasurer for an appeal of such determination. Upon the completion of a review upon such appeal, the Oswego County Treasurer shall render a decision to the person seeking appeal and shall reaffirm any prior decision or, if a lesser amount is due, apply any credit due to the person. Notwithstanding the foregoing, the Oswego County Treasurer, on its own volition, may abate or correct any prior tax determination which the Oswego County Treasurer has subsequently found to be erroneous or excessive. The provisions of this section shall not be construed to limit in any manner the powers of the County Attorney or the Attorney General to pursue enforcement under this local law or any applicable state rule, regulation, or law.

Section XIII. Penalties for Failure to Obtain a Certificate of Authority.

(1) Any Short Term Rental Host required to obtain a certificate of authority as provided for by Local Law 2 of 2025, who, without possessing a valid certificate of authority operates a short term rental unit, in addition to any other penalty imposed by this local law, shall be subject to a penalty in an amount not to exceed five hundred dollars ($500.00) for the first day on which such sales are made, plus an amount not to exceed two hundred dollars ($200.00) for each subsequent day on which such sales or purchases are made, not to exceed ten thousand dollars ($10,000.00) in aggregate.

(2) A Short Term Rental Host shall be guilty of a misdemeanor who: (a) is required to obtain a certificate of authority under Local Law 2 of 2025, and who, without possessing a valid certificate of authority, knowingly and willfully operates a short term rental unit; or (b) fails to surrender a certificate of authority, when required by this local law.

(3) Any Short Term Rental Host required to obtain a certificate of authority under Local Law 2 of 2025 who within five (5) years after a determination by the Oswego County Treasurer, to suspend, revoke, or refuse to issue a certificate of authority has become final,

and without possession of a valid certificate of authority operates a Short-Term Rental Unit shall be guilty of a misdemeanor. Any person who violates a provision of this local law, upon conviction shall be subject to a fine in any amount authorized by this local law, but not less than five hundred dollars ($500.00), in addition to any other penalty provided by law.

Section XIV. Non-Infringement.

Nothing contained in this local law shall be construed to infringe on or supersede any agreement or contract entered into by any booking service and the County for the voluntary collection of any hotel or motel occupancy taxes.

Section XV. Use of Occupancy Tax by the County.

Occupancy tax remitted to the County for and from the use and occupancy of short-term rental units, shall be paid into a dedicated account called "STR Tax Revenue" and shall be used by the County of Oswego for promoting and supporting tourism, tourism-related activities, tourism-related capital improvements and for general county purposes within the County of Oswego, after an administrative fee to be set by resolution of the County Legislature and payable to the Oswego County Treasurer, is deducted therefrom.

Section XVI. Payment of Tax, Proceedings to Collect Tax; Penalties and Interest.

(1) **Payment of Tax.** At the time of filing a return of occupancy and of rents each Short-Term Rental Host shall pay to the Oswego County Treasurer the taxes imposed by this local law upon the rents required to be included in such return, as well as all other moneys collected by the operator acting or purporting to act under the provisions of this local law. Failure to pay over all taxes with a filed tax return, on the prescribed due date will result in the Oswego County Treasurer issuing a formal notice and demand for payment of the tax as well as the penalties and interest thereon. The Oswego County Treasurer shall promulgate a standard form for returns to include all required information. Returns and short-term rental occupancy taxes shall be due and payable quarterly as provided for in this enactment. For good cause shown, the Oswego County Treasurer, in his or her sole discretion, may excuse the late filing of a quarterly return.

(2) In the event that a Short-Term Rental Host receives a Notice and Demand for unpaid taxes and fails to respond and pay over the amount due within 15 days; and a Notice and Demand is not returned by the United States Postal Service as undeliverable; then a Statutory Lien will become effective as of the date of the Notice of Demand. Such lien shall attach to all properties in which the person/operator has a right, title and interest to said property. The Oswego County Treasurer shall perfect such lien by filing a Notice of Lien with the Oswego County Clerk's office after personally serving a copy of such lien to the person/operator and allowing ten (10) business days to make a satisfactory response to payment of the amounts due; unless in the opinion of the Oswego County Treasurer the collection of such tax is in jeopardy in which case the lien may be immediately filed simultaneously upon personal service of the notice of lien.

(3) Where the Oswego County Treasurer in his or her discretion deems it necessary and proper to protect revenues to be obtained under this local law the treasurer may require any operator required to collect the tax imposed by this local law to file with the Oswego County Treasurer's Office a bond, issued by a surety company authorized to transact business in this state and approved by the superintendent of insurance of this state as to solvency and responsibility, in such amount as the Oswego County Treasurer may fix to secure the payment of any tax and/or penalties and interest due or which may become due from such operator. In the event that the Oswego County Treasurer determines that an operator is to file such bond he shall give notice to such operator to that effect specifying the amount of the bond required. The operator shall file such bond within five (5) business days after the giving of such notice unless within such five (5) business days the operator shall request in writing a hearing before the Oswego County Treasurer at which the necessity, propriety and amount of the bond shall be determined by the Oswego County Treasurer. Such determination shall be final and shall be complied with within fifteen calendar (15) days after the giving of notices thereof. In lieu of such bond, securities approved by the Oswego County Treasurer and/or cash in such amount as the treasurer may prescribe, may be deposited which shall be kept in the custody of the Oswego County Treasurer or designated depository of the County of Oswego, who may at any time without notice of the depositor apply them to any tax and/or interest or penalties due, and for that purpose the securities may be sold by the Oswego County Treasurer at public or private sale without notice to the depositor thereof.

(4) Proceedings to Collect Tax.

(A) If after a Notice of Lien has been filed and served as prescribed in Section XVI(2) of this law, and the person/operator does not execute in writing a satisfactory arrangement to pay the unpaid assessment; the Oswego County Treasurer shall issue a tax warrant directing the Oswego County Sheriff to levy upon and sell the real and personal property of the operator or officer of a corporate operator or other person liable for the tax, which may be found within the County for the payment of the amount thereof, with any penalties and interest, and the cost of executing the warrant, and to return such warrant to the Oswego County Treasurer and to pay to the treasurer the money collected by virtue thereof within sixty (60) calendar days after the receipt of such warrant. The sheriff shall within five (5) days after the receipt of the warrant file with the County Clerk a copy thereof, and thereupon such clerk shall enter the judgment docket the name of the person mentioned in the warrant and the amount of the tax penalties and interest for which the warrant is issued and the date when such copy is filed. Thereupon the amount of such warrant so docketed shall become a lien upon the interest in real and personal property of the person against whom the warrant is issued. The sheriff shall proceed upon the warrant, in the same manner, and with like effect as that provided by law in respect to executions issued against property upon judgments of a court of record and for services in executing the warrant he may collect in the same manner. In the discretion of the Oswego County Treasurer a tax warrant of like terms, force and effect may be issued and directed to any officer or employee of the Oswego County Treasurer and in the execution thereof such officer or employee shall have all the

powers conferred by law upon sheriffs but shall be entitled to no fee or compensation in excess of the actual expenses paid in the performance of such duty. If a tax warrant is returned not satisfied in full, the Oswego County Treasurer may from time-to-time issue new tax warrants and shall also have the same remedies to enforce the amount due thereunder as if the County of Oswego has recovered judgment therefore and execution thereon has been returned unsatisfied.

(B) As an additional or alternative remedy, whenever any operator or any occupant or other person shall fail to collect and pay over any tax and/or to pay any tax penalty or interest imposed by this local law as therein provided, the County Attorney or designee shall, upon the request of the Oswego County Treasurer bring or cause to be brought an action to enforce the payment of the same on behalf of the County of Oswego in any court of the State of New York or of any other state or of the United States. If, however, the Oswego County Treasurer in his discretion believes that any such operator, officer, occupant or other person is about to cease business, leave the state or remove or dissipate the assets out of which the tax or penalties might be satisfied, and that any such tax or penalty will not be paid when due, he may declare such tax or penalty to be immediately due and payable and may issue a warrant immediately.

(C) Whenever an operator shall make a sale, transfer, or assignment in bulk of any part or the whole of a short term rental unit or units, or the operator's lease, license, or other agreement or right to possess or operate such short term rental unit or of the equipment, furnishings, fixtures, supplies or stock of merchandise, or the said premises or lease, license or other agreement, or right to possess or operate such short term rental unit or units and the equipment, furnishings, fixtures, supplies and stock of merchandise pertaining to the conduct or operations of said short term rental unit(s) otherwise than in the ordinary and regular prosecution of business, the purchaser, transferee or assignee shall at least ten days before taking possession of the subject of said sale transfer or assignment, or paying therefore, notify the Oswego County Treasurer by registered mail of the proposed sale and of the price, terms and conditions thereof whether or not the seller, transferor or assignor, has represented to or informed the purchaser, transferee or assignee that it owes any tax pursuant to this local law, and whether or not the purchaser, transferee or assignee has knowledge that such taxes are owing, and whether any such taxes are in fact owing. If a short-term rental unit is also the primary residence of the owner, all exemptions under the Civil Practice Law and Rules applicable to the enforcement of judgments and the remedies herein.

(D) Whenever the purchaser, transferee or assignee shall fail to give notice to the Oswego County Treasurer as required by the preceding paragraph or whenever the Oswego County Treasurer shall inform the purchaser, transferee, or assignee that a possible claim for such tax or taxes exists, any sums of money, property or choses in action, or other consideration, which the purchaser transferee or assignee is required to transfer over to the seller, transferor or assignor shall be subject to a first priority right and lien for any such taxes theretofore or thereafter determined to be due from the seller, transferor or assignor to the county, and the purchaser, transferee or

assignee is forbidden to transfer to the seller, transferor or assignor any such sums of money, property or chooses in action to the extent of the amount of the County's claim(s). For failure to comply with the provisions of this subdivision, the purchaser, transferee or assignee, in addition to being subject to the liabilities and remedies imposed under the provisions of article six of the Uniform Commercial Code shall be personally liable for the payment to the County of any such taxes theretofore or thereafter determined to be due to the County from the seller, transferor, or assignor, and such liability may be assessed and enforced in the same manner as the liability for tax under this local law.

(E) As an additional or alternative enforcement remedy hereunder, and, should a lien as provided for by this local law remain fixed, attached to a specific real property tax parcel or parcels used as a Short Term Rental and remain unpaid for more than six (6) months after the lien has been fixed and attached to real property, the County Treasurer may then add the full amount of the lien, penalties and interest to the next county tax bill and collect same as an unpaid county tax. Once added to a county tax bill, the statutory Short Term Rental tax lien, penalties and interest hereunder shall be treated and enforced as if they were a delinquent county real property tax lien. If a notice of lien attaches to one or more real property tax parcels, the County Treasurer may apportion the lien on an equitable pro-rata basis provided the parcel or parcels were used as Short Term Rentals. Any delinquent Short Term Rental taxes, penalties and interest when added to the county tax bill as a delinquent tax hereunder shall be listed on a separate line from county ad valorem real property taxes and shall then accrue interest and penalties in the same amounts as established for delinquent real property taxes.

(5) **Penalties and Interest.**

(A) Any person failing to timely file a return on the date prescribed therefore shall be subject to a penalty of five (5) percent of the amount required to be shown as tax on such return if the failure is for not more than one (1) month, with an additional five (5) percent for each additional month or fraction thereof during which such failure continues, not exceeding twenty-five (25) percent in the aggregate; plus interest of one (1) percent of such tax for each month of non-payment. Any person failing to pay the amount shown as tax on any return on the date prescribed therefore shall be subject to a penalty of five (5) percent of the amount required to be paid, plus interest of one (1) percent of such tax for each month of nonpayment. But if the Oswego County Treasurer is satisfied that the delay was excusable for good cause shown or was otherwise due to weather, hospitalization, military service deployment, death or bankruptcy, may waive all or any part of such penalty, but not interest. Such penalties and interest shall be paid and disposed of in the same manner as other revenues from this local law. Unpaid penalties and interest may be enforced in the same manner as the tax imposed by this local law.

(B) Any operator or occupant and any officer of a corporate operator or occupant failing to file a return required by this local law, or filing or causing to be filed, or making or causing to be made or giving or causing to be given any return, certificate, affidavit, representation, information, testimony or statement required or authorized by this local law, which is willfully false, and any operator and any officer of a corporate operator willfully failing to file a bond required to be filed pursuant to sections XVI(3) or XVI(4) of this local law or failing to file a registration certificate and such data in connection therewith as the Oswego County Treasurer may by regulation or otherwise require or to display or surrender the certificate of authority as required by this local law or assigning or transferring such certificate of authority and any operator and any officer of a corporate operator willfully failing to charge separately from the rent the tax herein imposed, or willfully failing to state such tax separately on any evidence of occupancy and on any bill or statement or receipt of rent issued or employed by the operator, or willfully failing or refusing to collect such tax from the occupant, and any operator and any officer of a corporate operator who shall refer or cause reference to be made to this tax in a form or manner other than that required by this local law, and any operator failing to keep the records required by subdivision eight of section two of this local law, shall, in addition to the penalties herein or elsewhere prescribed, be guilty of a misdemeanor, punishment for which shall be a fine of not more than one thousand dollars, or imprisonment for not more than one year, or both such fine and imprisonment. Officers of a corporate operator shall be personally liable for the tax collected or required to be collected by such corporation under this local law, and subject to the penalties herein above imposed.

(C) The certificate of the Oswego County Treasurer to the effect that a tax has not been paid, that a return, bond or registration certificate has not been filed or that information has not been supplied pursuant to the provisions of this local law, shall be presumptive evidence thereof. Any person required to collect, truthfully account for, and pay over the tax imposed by this local law who willfully fails to collect such tax or truthfully account for and pay over such tax, or willfully attempts in any manner to evade or defeat any such tax or the payment thereof, shall be liable to a penalty equal to the total amount of the tax evaded or not collected, or not accounted for and paid over, in addition to any other penalties and interest as provided under this local law.

Section XVII. Returns to be Secret.

(1) Except in accordance with proper judicial order, as required for by county auditors, or as otherwise provided by law, it shall be unlawful for the Oswego County Treasurer or any officer or employee of the Oswego County Treasurer's Office to divulge or make known in any manner the rents or other information relating to the business of a taxpayer contained in any return required under this local law. The officers charged with the custody of such returns shall not be required to produce any

of them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Oswego County Treasurer in an action or proceeding under the provisions of this local law, or on behalf of any party to any action or proceeding under the provisions of this local law when the returns or facts shown thereby are directly involved in such an action or proceeding, in either of which events the court may require the production of, and may admit in evidence, so much of said returns or of the facts shown thereby, as are pertinent to the action or proceeding and no more. Nothing herein shall be construed to prohibit the disclosure of room occupancy tax return or delivery to a taxpayer or its duly authorized representative of a certified copy of any return filed in connection with his tax nor to prohibit the publication of statistics so redacted and de-identified as to prevent the identification of particular returns and the items thereof, or the inspection by the County Attorney or other legal representatives of the county of the return of any taxpayer who shall bring action to set aside or review the tax based thereon, or against whom an action or proceeding has been instituted for the collection of a tax or penalty, or pursuant to a properly issued judicial subpoena or order directing same. Returns shall be preserved for three (3) years and thereafter until the Oswego County Treasurer permits them to be destroyed.

(2) Any knowing and willful violation of subdivision (1) of this section shall be unlawful and shall be an unclassified misdemeanor punishable by a fine not exceeding one thousand dollars, or by imprisonment not exceeding one year, or both, in the discretion of the court, and if the offender be an officer or employee of the county he or she shall be dismissed from office.

(3) Notwithstanding the foregoing, the Oswego County Treasurer may share tax returns or tax return information with the New York State Department of Taxation & Finance upon its written request.

Article XVIII. Severability.

If any part of this Local Law or the application thereof to any person or circumstance should be adjudged to be invalid by any Court of competent jurisdiction, such judgment shall be confined in its operation to the application, part or provision of this Local Law directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the rest and remainder of this Local Law or the application thereof to other persons or circumstances and the Oswego County Legislature hereby declares that it would have passed this Local Law or the remainder of it had such invalid application or provision been apparent.

Article XIX: SEQRA Determination.

The County Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this local law constitutes a Type II action pursuant to Section 617.5(c)(24),(30) and/or (33) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New

York State Environmental Conservation Law as constituting information collection including basic data collection that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; inspections and licensing activities relating to the qualifications of individuals or businesses to engage in their business or profession; and adoption of regulations, policies, procedures and local legislative decisions in connection with any action 6 NYCRR 617.5 et seq. The Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance as, may be necessary, in accordance with this local law.

Section XX. Effective Date.

This local law shall be effective upon its adoption, shall be filed with the Secretary of State and shall apply to the collection of rents by a Short-Term Rental Host or booking service for short term rentals within the County of Oswego occurring on or after **October 1, 2026.**

AGENDA# FP-2

RESOLUTION NO.

April 9, 2026

RESOLUTION URGING THE GOVERNOR AND STATE LEGISLATURE TO ADDRESS RISING MANDATED COSTS BY ENSURING COUNTY PARITY WITH INCREASED MUNICIPAL AID

By Legislator John Martino:

WHEREAS, New York's 57 counties serve as the primary administrators of state and federally mandated programs—including Medicaid, child welfare, public safety, public health, election administration, and indigent legal defense—delivering services that reach every resident of the State; and

WHEREAS, counties fund these essential services in partnership with the state and federal government, yet exercise little control over the policies that drive their costs, leaving county property taxpayers as the payers of last resort when state or federal aid is reduced or fails to keep pace with program demands; and

WHEREAS, the Aid and Incentives for Municipalities (AIM) program provides unrestricted general purpose aid to New York State's cities (excluding New York City), towns, and villages—currently funded at $715.2 million annually—and has not included county governments as eligible recipients since 1990; and

WHEREAS, the Governor's SFY 2026-27 Executive Budget proposed to maintain AIM at $715.2 million and continue $50 million in Temporary Municipal Assistance—both programs available exclusively to cities, towns, and villages—with no new unrestricted aid for counties; and

WHEREAS, the Governor's 30-day amendments to the SFY 2026-27 Executive Budget proposed an increase of $100 million in Temporary Municipal Assistance for cities, towns, and villages, and additional unrestricted aid to New York City—representing a significant new investment in other local government partners—while providing no equivalent relief for counties; and

WHEREAS, the Senate one-house budget proposes $302 million per year in additional AIM funding for New York City over two fiscal years—a total of $604 million in new municipal assistance—without a corresponding increase in direct aid to counties; and

WHEREAS, the Senate one-house budget further proposes $250,000 to establish an AIM Redesign Task Force charged with making recommendations on the expansion of AIM to New York City, with no comparable directive to examine or expand aid to county governments; and

WHEREAS, the Assembly one-house budget proposes $1.5 billion in additional Temporary Municipal Assistance over three years—including $1 billion for New York City and $500 million for cities, towns, and villages—again with no parallel investment in county fiscal relief; and

WHEREAS, increasing state investment in AIM and Temporary Municipal Assistance while counties receive no analogous unrestricted aid creates a growing disparity in the State's partnership with its local government units; and

WHEREAS, counties are simultaneously absorbing significant and growing cost pressures that are largely outside their control, including: rising assigned counsel costs under County Law Article 18-B; escalating preschool special education expenditures; costs associated with CPL § 730 competency restoration confinements, which have increased by more than 6,000 percent in some counties between 2019 and 2024; and anticipated cost shifts resulting from federal policy changes to Medicaid and the Supplemental Nutrition Assistance Program (SNAP), which will increase county administrative costs beginning in October 2026; and

WHEREAS, the number of local governments in fiscal stress, as identified by the Office of the State Comptroller (OSC)'s Fiscal Stress Monitoring System, is rising, and a dozen counties exceeded the property tax cap in their 2026 budgets—the most in a decade; and

WHEREAS, counties are constrained by the state-imposed property tax cap, limiting their ability to independently raise revenues to offset growing costs; and

WHEREAS, the New York State Association of Counties (NYSAC) has called upon the Governor and Legislature to provide $100 million in targeted county fiscal relief in the enacted SFY 2026-27 budget, which could be structured through the County Infrastructure Grant Program, relief from assigned counsel costs, relief from preschool special education costs, or support for competency restoration expenses—representing a fraction of the new investment proposed for municipalities and New York City in the current budget cycle; and

WHEREAS, such relief can be structured in a manner that addresses the most pressing cost drivers facing counties, including but not limited to assigned counsel under Article 18-B, preschool special education, Safety Net, and CPL § 730 competency restoration, or through direct unrestricted aid; and

NOW, THEREFORE, BE IT RESOLVED, that the Oswego County Legislature urges the Governor and the Legislature to provide parity with the proposed increases for other municipalities through direct fiscal relief for county governments in the enacted SFY 2026-27 State Budget, commensurate with the significant new investments in municipalities proposed through the 30-day amendments and one-house budget resolutions; and

BE IT FURTHER RESOLVED, the Clerk of the Oswego County Legislature shall forward copies of this resolution to Governor Kathy Hochul, the majority and minority leaders of the New York State Legislature, Assemblyman Will Barclay, Senator Chris Ryan, and all others deemed necessary and proper.

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

YES: **NO:** **ABSENT:** **ABSTAIN:**

AGENDA# FP-3

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING COUNSEL TO EXECUTE A STIPULATION OF SETTLEMENT TO SETTLE CHAPTER 13 BANKRUPTCY MATTER

By Legislator John Martino:

WHEREAS, the Oswego County Treasurer was listed as a creditor in a Chapter 13 bankruptcy case and received notice from the Court regarding the commencement of same and thereafter filed a proof of claim in the case; and

WHEREAS, a tax enforcement notification was thereafter inadvertently generated by the county's internal software system with the debtor's name and mailed to, and received by, the bankruptcy debtor; and

WHEREAS, a tax enforcement notification sent to debtor constitutes a written demand for a pre-petition debt and violates the automatic stay imposed in a bankruptcy case; and

WHEREAS, debtor's counsel James Selbach, Esq. filed a motion seeking a finding of violation of the automatic stay, imposing sanctions and penalties, awarding attorneys' fees to counsel for the debtor and awarding actual damages and costs to the debtor; and

WHEREAS, the parties, through bankruptcy counsel Jay O'Shea, Esq. of Hancock Estabrook, LLP, have been able to reach a tentative settlement agreement in the form of a Stipulation of Settlement that will need to be executed by counsel and the bankruptcy trustee and approved by the Court; and

WHEREAS, the Stipulation of Settlement provides, in pertinent part, no admission of liability by, or accrual to, the Treasurer for the alleged violations stated in the debtor's motion, and a release from all actions, claims, suits, debts, damages, liabilities and causes of action in law or equity the debtor or Chapter 13 trustee have or shall have in the future; and

WHEREAS, the Stipulation of Settlement agrees to pay the sum of $3,000. in total to resolve the violations and settle the matter in full; and

WHEREAS, settlement of this matter avoids the uncertainties and costs of litigation, as well as potential sanctions, monetary penalties, damages and attorneys' fees without any admission of liability or wrongdoing on behalf of the Treasurer and is a fair and equitable resolution of the issues involved; and

NOW, THEREFORE, upon the motion of the Finance and Personnel Committee, and upon the recommendation of the County Attorney; it is hereby

RESOLVED, that bankruptcy counsel Jay O'Shea, Esq. be, and is hereby authorized, to execute a Stipulation of Settlement on behalf of the Treasurer of the County of Oswego and seek approval of the same by the Court; and it is further

RESOLVED, that upon Court approval, the Treasurer is authorized to make payment in the total amount of $3,000. to counsel for debtor James Selbach, Esq.; and it is further

RESOLVED, that should the settlement of this matter not be approved by the Court or other parties for any reason, the County Attorney shall report same to this body along with the reasons therefor at its next regular meeting.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:

INFORMATIONAL MEMORANDUM

SUBJECT: Proposed Settlement of Chapter 13 Bankruptcy Matter

PURPOSE: To settle a Chapter 13 Bankruptcy motion in order to avoid the uncertainties and costs of litigation, as well as potential sanctions, monetary penalties, damages and attorneys' fees without any admission of liability or wrongdoing on behalf of the Treasurer and to reach a fair and equitable resolution of the issues involved.

SUMMARY: The Treasurer was listed as a creditor in a Chapter 13 bankruptcy case and received notice from the bankruptcy court regarding the commencement of same and thereafter filed a proof of claim in the case, however, a tax enforcement notification was thereafter inadvertently generated by the county's internal software system with the debtor's name, but another property owner's address, and the same was mailed to, and received by, the bankruptcy debtor. Counsel for debtor filed a motion on debtor's behalf for the alleged violations of the automatic stay imposed in the bankruptcy case seeking a finding of violation of the automatic stay, imposing sanctions and penalties, awarding attorneys' fees to counsel for the debtor and awarding actual damages and costs to the debtor. Through bankruptcy counsel, the Treasurer has been able to reach a tentative settlement agreement with the debtor in the form of a Stipulation of Settlement that will need to be executed by counsel and the bankruptcy trustee and approved by the Court.

FISCAL IMPACT: The Stipulation of Settlement provides for a total payment of $3,000. to Attorney Selbach, including the sum of $1,287.50 paid to Attorney Selbach as attorneys' fees, the sum of $462.50 paid to Jessica Grady, Esq. as attorneys' fees, and the sum of $1,150.00 paid to the Chapter 13 trustee. These funds shall be paid from the budget of the Treasurer.

RECOMMENDED ACTION: The Finance and Personnel Committee shall, upon recommendation of the County Attorney, move that settlement of this matter be approved and that the Stipulation of Settlement be executed by bankruptcy counsel Jay O'Shea, Esq. be, with counsel seeking approval of the same by the Court and upon its approval, the Treasurer is authorized to make payment in the total amount of $3,000. to counsel for debtor James Selbach, Esq.

AGENDA# FP-4

RESOLUTION NO.

April 9, 2026

RESOLUTION AUTHORIZING THE OSWEGO COUNTY CHAIRMAN OF LEGISLATURE TO APPLY FOR, ACCEPT AND EXPEND GRANT FUNDS FROM THE NORTHERN BORDERS REGIONAL COMMISSION (NBRC)

By Legislator John Martino:

WHEREAS, Oswego County (County) is proposing the Volney Sewer Extension Project (Project), located in Oswego County, New York; and

WHEREAS, the County will apply for grant funds from the Northern Borders Regional Commission (NBRC) for the Project; be it

RESOLVED, that the Chairman of the Legislature is hereby authorized, on behalf of Oswego County to apply for, accept and expend grant funds from the Northern Borders Regional Commission (NBRC); and it is further

RESOLVED, that the Chairman of the Legislature has permission to sign all NBRC investment documents that bind the application.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY DEPARTMENT of COMMUNITY DEVELOPMENT, TOURISM and Planning

County Office Building • 46 East Bridge Street • Oswego, NY 13126
Phone (315) 349-8262
Email: Mark.Bombardo@oswegocountyny.gov

Tim Stahl Director
Caroline Shue Deputy Director
Mark Bombardo Special Districts Project Administrator

INFORMATIONAL MEMORANDUM

TO: **Oswego County Legislature**
FROM: **Mark Bombardo**
DATE: **April 5, 2026**
RE: **Volney Sewer Ext**
NBRC Grant
Application

SUBJECT: Authorization from the Oswego County Legislature Oswego County to apply for, accept and expend grant funds from the Northern Borders Regional Commission (NBRC)

PURPOSE: The County can apply for up to $2M grant as part of the funding package to construct this project.

SUMMARY: Based on these considerations, I recommend that Oswego County Legislature authorizes the County to apply for, accept and expend grant funds from the Northern Borders Regional Commission (NBRC)

RECOMMENDED ACTION: