OSWEGO COUNTY LEGISLATIVE AGENDA

AGENDA – REGULAR MEETING **OSWEGO COUNTY, NEW YORK**

Date/ Time: Thursday, October 13, 2022, 2:00pm
Location: Chambers - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

2:00pm – CALL TO ORDER

Roll Call	Clerk of the Legislature, Betsy Sherman-Saunders
Invocation	Clerk of the Legislature, Betsy Sherman-Saunders
Pledge of Allegiance	Chairman of the Legislature

APPROVAL OF THE MINUTES

- Minutes of the Oswego County Legislature's Regular meeting on **September 15th, 2022.**

PROCLAMATIONS/RECOGNITIONS

- Proclamation – Oswego County 101st Anniversary for 4-H
- Proclamation – Operation Green Light
- Recognition – Kimberly McKeen – Retirement – Correction Officer, 26 years

INTRODUCTION OF VISITORS

PUBLIC SPEAKERS ON RESOLUTIONS OF THE DAY

RESOLUTIONS AND MOTIONS

GOVERNMENT, COURTS & CONSUMER AFFAIRS COMMITTEE

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

GC-2 Resolution Authorizing Budget Modification Weights & Measures – Gas and Oil

GC-3 Resolution Approving and Confirming the Sale and Transfer of Certain Foreclosed Tax Property to the City of Oswego Pursuant to RPTL §1166

GC-5 Resolution Authorizing Budgetary Modification Assigned Counsel

GC-6 Resolution Authorizing Budgetary Modification Office Of Strategic Initiatives, American Rescue Plan Funds
**Pending Committee Approval*

PUBLIC SAFETY COMMITTEE

PS-1 Resolution Authorizing Budget Modification Sheriff's Office –Insurance Recovery 2020 Ford Utility Interceptor

PS-2 Resolution Accepting Grant from the Oswego County ATV Club, Inc. Related to Enhanced ATV Safety and Enforcement

PS-3 Resolution Authorizing Budget Modification E911 – Overtime

PS-4 Resolution Authorizing Five New Sheriff's Deputies for Building Security

PS-5 Resolution Authorizing Budget Modification Sheriff's Office – Corrections Portable Radios

HUMAN SERVICES COMMITTEE

HS-1 Resolution Approving Parks & Recreation Fee Schedule
**Pending Committee Approval*

HS-2 Resolution Appointing Member to the Community Services Board
**Pending Committee Approval*

HS-3 Resolution Authorizing Budget Modification Department of Social Services – Adoption Subsidies
**Pending Committee Approval*

HS-4 Resolution Awarding Professional Services Contract – RFP22-OFA-005 – Legal Services for the Elderly
**Pending Committee Approval*

HS-3-SEPT Resolution Authorizing Budget Modification Department of Social Services – Indigent Burial Fee Schedule
**Pending Committee Approval*

ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE

EP-1 Resolution Authorizing Budget Modification Department of Community Development –EPA Brownfield Grant Funds

HEALTH COMMITTEE

HE-1 Resolution Establishing Capital Project No. 0922 – Electronic Health Record (EHR) System

HE-2 Resolution Authorizing Acceptance of Grant Funding and Creation of Temporary Position – Health Department

HE-3 Resolution Authorizing Budget Modification Health Department – Spraying to Control Disease Carrying Mosquitoes

INFRASTRUCTURE, FACILITIES & TECHNOLOGY COMMITTEE

IT-1 Resolution Authorizing Budget Modification Department of Solid Waste – ERF Gas & Oil

IT-2 Resolution Authorizing Budget Modification Department of Solid Waste – Overtime Payments

IT-3 Resolution Authorizing Budget Modification Department of Solid Waste – Highway Expense

IT-4 Resolution Authorizing Budget Modification Department of Solid Waste – ERF Electricity

IT-5 Resolution Authorizing Budget Modification Highway Department – Insurance Recovery into Highway Expense

IT-6 Resolution Authorizing Budget Modification Airport – Electricity

IT-7 Resolution Authorizing Budget Modification Airport – Gas & Oil

IT-8 Resolution Authorizing the County Highway Superintendent to Enter into Snow and Ice Agreements on Certain Terms

IT-9 Resolution Authorizing The Execution Of Two (2) Leasehold Mortgages Concerning Improvements To Be Made At The Oswego County Airport With The Oswego County Industrial Development Agency And The Central New York Enterprise Development Corporation Regarding A Lease As Between The County Of Oswego And Giroux Aeronautical Company, LLC.

FINANCE & PERSONNEL COMMITTEE

FP-1 Resolution Amending the Sexual Harassment Policy for the County of Oswego

FP-2 Resolution Creating a Heat Illness Prevention Policy for the County of Oswego

FP-3 Resolution Creating a Noise and Hearing Conservation Policy for the County of Oswego

UNFINISHED BUSINESS

MISCELLANEOUS BUSINESS

ADJOURNMENT

PUBLIC COMMENT PERIOD

OSWEGO COUNTY LEGISLATIVE MEETING

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

Date/ Time: September 15, 2022, at 7:00 pm
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 6:59 pm by Chairman James Weatherup with the Clerk of the Legislature Present.

Roll Call was taken with all legislators present except Legislators Holst, Bombardo, Lockwood and Twiss.

The invocation was given by Betsy Sherman-Saunders followed by the Pledge of Allegiance led by the Chairman of the Legislature.

APPROVAL OF THE MINUTES

Minutes of the Oswego County Legislature Regular meeting on **August 11, 2022,** and Special Meeting on **August 25, 2022** were approved.

PROCLAMATIONS/RECOGNITIONS

Proclamation – National Preparedness Month
Proclamation – Super Dirt Week
Proclamation – Bellinger Family Racing Legacy Recognition
Proclamation – Manufacturing Day

INTRODUCTION OF VISITORS

None.

PUBLIC SPEAKERS ON RESOLUTIONS OF THE DAY

None.

RESOLUTIONS AND MOTIONS

GC-1 Legislator Gilson offered a resolution entitled **RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #130 OF 2022**

Resolution 216 of 2022 adopted by a voice vote: Yes: 19 No: 2 Absent: 4
(Leg. Castiglia and Schadt in opposition)

GC-2 Legislator Gilson offered a resolution entitled **RESOLUTION DEDICATING THE MOTOR VEHICLE/RECORD CENTER BUILDING TO HON. GEORGE J WILLIAMS**

Resolution 217 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

GC-3 Legislator Gilson offered a resolution entitled **RESOLUTION AUTHORIZING AUTHORITY TO CREATE A DEPUTY COUNTY CLERK OF MOTOR VEHICLED BY THE ELECTED OSWEGO COUNTY CLERK**

Resolution 218 of 2022 adopted by a voice vote: Yes: 20 No: 1 Absent: 4
(Leg. Castiglia in opposition)

GC-4 Legislator Gilson offered a resolution entitled **RESOLUTION ESTABLISHING CAPITAL PROJECT #0822 TO DEVELOP AND IMPLEMENT CONTRACT MANAGEMENT SYSTEM**

Resolution 219 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

GC-5 Legislator Gilson offered a resolution entitled **RESOLUTION AUTHORIZING THE CHAIR OF THE LEGISLATURE TO ENTER INTO AGREEMENTS WITH DISCOVER eGOV AND AJ3 SOLUTIONS TO DEVELOP AND IMPLEMENT AN ELECTONIC CONTRACT MANAGEMENT SYSTEM**

Resolution 220 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

GC-6 Legislator Gilson offered a resolution entitled **RESOLUTION APPROVING AND CONFIRMING THE SALE AND TRANSFER OF CERTAIN FORECLOSED TAX PROPERTY PURSUANT TO RPTL §1166**

Resolution 221 of 2022 adopted by a voice vote: Yes: 20 No: 0 Absent: 5
(Leg. Solowy stepped out)

GC-7 Legislator Gilson offered a resolution entitled **RESOLUTION EALLOCATING FUNDS MADE AVAILABLE TO THE COUNTY OF OSWEGO THROUGH THE AMERICAN RESCUE PLAN ACT TO CERTAIN SUB-RECIPIENTS AND BENEFICIARIES**

Leg. Gilson motioned to amend resolution to be entitled **"RESOLUTION AUTHORIZING A DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS FROM THE COUNTY OF OSWEGO TO THE VILLAGE OF PULASKI"** for specific allocation, multiple seconds.

DRAFT

Motion passed by a voice vote: Yes: 20 No: 0 Absent: 5
(Leg. Solowy had stepped out)

Amended Resolution 222 of 2022 adopted by a voice vote: Yes: 19 No: 2 Absent: 4
(Leg. Castiglia and Schadt in opposition)

PS-1 Legislator Greco offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S OFFICE – MEDICAL TREATMENT**

Resolution 224 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

PS-2 Legislator Greco offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S OFFICE – OVERTIME**

Resolution 225 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

PS-3 Legislator Greco offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S OFFICE – GAS AND OIL**

Resolution 226 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

PS-4 Legislator Greco offered a resolution entitled **RESOLUTION ACCEPTING GRANT FROM THE OSWEGO COUNTY ATV CLUB, INC. RELATED TO ENHANCED ATV SAFETY AND ENFORCEMENT**

Resolution 227 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

PS-5 Legislator Greco offered a resolution entitled **RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 22-EMO-001 – MASS FATALITY INCIDENT PLAN EXERCISES**

Resolution 228 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-1 Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION IN VETERANS SERVICE AGENCY**

Resolution 230 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-2 Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO ACCEPT DONATION OF NINE CALABRIA 14 FOOT KAYAKS AND TRAILER FROM TAIL WATER LODGE**

Resolution 231 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-3 Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES TO ADJUST FEE SCHEDULE FOR INDIGENT BURIALS**

Leg. Reehil made a motion to send resolution back to Committee, multiple seconds.

Motion passed by a voice vote: Yes: 21 No: 0 Absent: 4

HS-4 Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES/EMPLOYMENT AND TRAINING TO PURCHASE FURNITURE AND FOR INCREASE IN MEMBERSHIP DUES**

Resolution 232 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-5 Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES/MENTAL HYGIENE TO UTILIZE NYS AID TO INCREASE MENTAL HYGIENE DIVISION WAGES**

Resolution 233 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-6 Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING CREATION OF THREE POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES**

Resolution 234 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-7 Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING CREATION OF FIVE POSITIONS IN THE DEPARMTENT OF SOCIAL SERVICES**

Resolution 235 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-8 Legislator Reehil offered a resolution entitled **RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 22-DSS-001 – FAMILY MENTORS**

Resolution 236 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

EP-1 Legislator Stahl offered a resolution entitled **A RESOLUTION APPOINTING A CERTAIN INDIVIDUAL TO THE OSWEGO COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

Resolution 238 of 2022 adopted by a voice vote: Yes: 18 No: 3 Absent: 4
(Leg. Mangano, Emmons and Martino in opposition)

EP-2 Legislator Stahl offered a resolution entitled **RESOLUTION AUTHORIZING THE CHAIRMAN OF THE OSWEGO COUNTY LEGISLATURE TO APPOINT A MEMBER TO THE CENTRAL NEW YORK REGIONAL MARKET AUTHORITY BOARD OF DIRECTORS**

Resolution 239 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HE-1 Legislator Karasek offered a resolution entitled **RESOLUTION AUTHORIZING RECLASSIFICATION OF RN POSITION TO EARLY INTERVENTION SPECIALIST – HEALTH DEPARTMENT**

Resolution 240 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

DRAFT

HE-2 Legislator Karasek offered a resolution entitled **RESOLUTION AUTHORIZING THE TRANSFER OF AN LPN LINE FROM HOSPICE TO PREVENTIVE SERVICES – HEALTH DEPARTMENT**

Resolution 241 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-1 Legislator Walpole offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION BUILDINGS AND GROUNDS**

Resolution 242 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-2 Legislator Walpole offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFCATION WITH THE HIGHWAY DEPARTMENT TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND INTO HIGHWAY STREET EQUIPMENT – PICKUP TRUCK**

Resolution 243 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-3 Legislator Walpole offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION WITH THE HIGHWAY DEPARTMENT TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND INTO HIGHWAY STREET EQUIPMENT – DUMP TRUCK**

Resolution 244 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-4 Legislator Walpole offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION WITH THE HIGHWAY DEPARTMENT TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND INTO HIGHWAY STREET EQUIPMENT – DUMP TRUCK**

Resolution 245 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-5 Legislator Walpole offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE – ERF OVERTIME PAYMENTS**

Resolution 246 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-6 Legislator Walpole offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE – ERF AUTOMOTIVE SUPPLIES & REPAIR**

Resolution 247 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-7 Legislator Walpole offered a resolution entitled **RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE – ERF UNIFORMS, CLOTHING & TOOLS**

Resolution 248 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

DRAFT

IT-8 Legislator Walpole offered a resolution entitled **RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 22-SW-016 – BRISTOL HILL QUARTERLY REPORTS**

Resolution 249 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

IT-9 Legislator Walpole offered a resolution entitled **RESOLUTION ESTABLISHING CAPITAL PROJECT NO. T0322 FOR COUNTYWIDE VIDEO SURVEILLANCE SYSTEM**

Resolution 250 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

FP-1 Legislator Martino offered a resolution entitled **RESOLUTION AUTHORIZING CAPITAL PROJECT CLOSURES AND TRANSFER OF PROJECT BALANCES**

Resolution 251 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

FP-2 Legislator Martino offered a resolution entitled **RESOLUTION AUTHORIZING BUDGET MODIFICATION SHERIFF'S OFFICE TO ACCEPT REVENUE FROM ALTMAR-PARISH-WILLIAMSTOWN SCHOOL DISTRICT TO FUND SPO POSITION**

Resolution 252 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

Leg. Emmons made a motion to waive the rules to hear resolutions GC-8, PS-6 and HS-3T, Leg. Kline seconds.

Motion passed with a voice vote: Yes: 20 No: 1 Absent: 4
(Leg. Castiglia in opposition)

GC-8 Legislator Gilson offered a resolution entitled **RESOLUTION IN OPPOSITION TO NEW YORK STATE ACTIONS RESTRICTING 2ND AMENDMENT RIGHTS**

Resolution 223 of 2022 adopted by a roll call vote: Yes: 19 No: 2 Absent: 4
(Leg. Castiglia and Schadt in opposition)

PS-6 Legislator Greco offered a resolution entitled **A RESOLUTION DESIGNATING THE OSWEGO COUNTY SHERIFF'S OFFICE AS THE LEAD AGENCY FOR THE OSWEGO COUNTY TERRORISM PLAN**

Resolution 229 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

HS-3T Legislator Reehil offered a resolution entitled **RESOLUTION AUTHORIZING CREATION OF ONE POSITION IN THE DEPARTMENT OF SOCIAL SERVICES**

Resolution 237 of 2022 adopted by a voice vote: Yes: 21 No: 0 Absent: 4

UNFINISHED BUSINESS

Leg. Castiglia spoke about the ongoing issues at the Attis Ethanol Plant and expressed his concern for the lack of accountability with the Jordan Brooks matter.

MISCELLANEOUS BUSINESS

None.

Leg. Kline motions to enter Executive Session, Leg. Emmons seconds.

Motion passed with a voice vote: Yes: 21 No: 0 Absent: 4

Entered Executive Session at 8:04 pm.

EXECUTIVE SESSION

Discussed – Pending Litigation – County of Oswego vs. Attis Ethanol Fulton, LLC

Leg. M. Yerdon motions to exit Executive Session, multiple seconds.

Vote Unanimous, motion carried.

Exit Executive Session at 8:23 p.m.

ADJOURNMENT

Leg. Karasek motioned to adjourn at 8:23 p.m., Leg. Reehil seconds

Vote: Unanimous, motion carried, adjourned at 8:23 p.m.

PUBLIC COMMENT PERIOD

Shauna Rettig – Spoke about DSS accountability.
Stephanie Stone – Spoke about the responsibility of DSS Commissioner.
Joseph Arduini – Spoke about the Silo fire at Attis and the need for it to be extinguished immediately.
Joe Varrechia – Spoke out regarding burning Silo and health issues he is having as a result.

DRAFT

Betsy Sherman-Saunders
Clerk of the Legislature

AGENDA# GC-1

RESOLUTION NO.

October 13, 2022

RESOLUTION ALLOCATING FUNDS MADE AVAIALBE TO THE COUNTY OF OSWEGO THROUGH THE AMERICAN RESCUE PLAN ACT TO CERTAIN SUB-RECIPIENTS AND BENEFICIARES

By Legislator David Holst:

WHEREAS, the United States Congress, through the U.S. Department of the Treasury created and funded the American Rescue Plan Act (ARPA) with the intent to help mitigate the physical and financial hardships of the COVID-19 Pandemic that negatively impacted communities across America, and

WHEREAS, Congress entrusted the disbursement and use of the funds within the ARPA to local governments across the country based on their direct knowledge of their respective communities and the residents and businesses within them, and

WHEREAS, the Treasury has provided significant guidance as to the appropriate and eligible uses of the ARPA funds, and

WHEREAS, Oswego County has developed a process for the evaluation of the needs within the County that included consultation with various stakeholder groups that are representative of the community at large, and

WHEREAS, the County has received requests for financial support from individuals, organizations, and businesses throughout the County, and

WHEREAS, the Chairman of this body established a Taskforce for the purpose of reviewing these proposals and making recommendations to the Legislature for appropriate actions that are consistent with the eligibility and use guidance issued by the U.S. Treasury, and

WHEREAS, the "projects" attached hereto on Schedule C have also been reviewed by the respective jurisdictional committees of this body at their regularly scheduled public meetings, then therefore be it and it is hereby

RESOLVED, that, the Oswego County Legislature finds the disbursements identified on Schedule A to be consistent with the intent of the ARPA and eligible under the guidance issued by the U.S. treasury, be it further

RESOLVED, that these disbursements are authorized subsequent to the acceptance of the contract terms and conditions developed for each of these respective entities which will be consistent with the obligations that Oswego County incurs for the use of the ARPA funds and continued compliance with same, and be it further,

RESOLVED, that the Chairman of the Legislature and County Treasurer be and are hereby authorized to execute any and all documents that may be necessary to access and disburse these funds.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
OFFICE OF STRATEGIC INITIATIVES

David R. Turner
Director

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8260
OSI@oswegocounty.com

Kyle Boeckmann
Strategic Programs Specialist

Kasey Chewning-Kulick
Administrative Assistant

INFORMATIONAL MEMORANDUM

SUBJECT: ARPA funding request for consideration.

PURPOSE: Discuss and recommend project to Government Committee for funding.

SUMMARY: Projects included in this resolution have been reviewed for eligibility and subsequently considered by the Chairman's ARPA Taskforce. Suggestions from the Taskforce are identified on Schedule C attached to the Resolution. Not all were suggested to be considered at 100% of the applicant's request. Requests from the "small business community" eligible under the general category of negative economic impacts have been suggested at 50% of the documented impact.

FISCAL IMPACT: Projects suggested in this round total $762,400.

RECOMMENDED ACTION: Projects should be funded by the Legislature once considered and approved by the respective jurisdictional committees including Finance & Personnel and eventually the Committee on Government, Courts & Consumer Affairs.

Schedule C - Proposed Local Disbursements of ARPA Funds

Project Name/Applicant	Project Description	Jurisdictional Committee	Request	Task Force Suggestion
Blue Moon Grill	Offset pandemic losses and the increased cost to purchase and update equipment, outdoor seating and cooler.	EDP	$ 150,000	$ 65,000
Childcare Bootcamp via Oswego County office of Employment & Training	Create courses to have more certified childcare providers in Oswego County through partnerships with other institutions and non profits.	Human Services	$ 151,950	$ 151,950
Town of Hannibal - Water Study	A study to be conducted to find gaps in water service and a plan to increase safe water to residents.	Government	$ 6,250	$ 6,250
Town of Hannibal - Bulk Water Supply	Purchasing a unit where residents can purchase fresh bulk water right in Hannibal instead of trucking it in.	Government	$ 49,200	$ 49,200
Lighthouse Lanes LLC	Offset pandemic losses and the increased costs for ADA accessibility, building improvements, kitchen improvements	EDP	$ 50,000	$ 50,000
Oswego County Humane Society. Inc	Help control feral cat population and offer assistance to lower income families	Health	$ 10,000	$ 10,000
Village of Sandy Creek	redevelopment and improvement of Water Well #6 in Sandy Creek to bring it back to meeting current health standards.	Health	$ 30,000	$ 30,000
Cayuga Community College	Renovations at their Fulton location to house a police academy well as equipment and plans to align their curriculum to better follow the Police Academy Curriculum. All local police agencies will use this location as their academy.	Public Safety	$ 400,000	$400,000 contingent on acquiring matching funds
TOTALS			$ 847,400	$ 762,400

AGENDA# GC-2

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION WEIGHTS & MEASURES – GAS AND OIL

By Legislator David Holst:

Upon recommendation of the Government, Courts & Consumer Affairs Committee of this body, with the approval of the Finance and Personnel Committee, be it

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

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

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
315-349-8230

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

INFORMATIONAL MEMORANDUM

SUBJECT:	Gasoline and Oil Funding
PURPOSE:	To amend the Weights and Measures 2022 budget to fund anticipated short fall in budget line A6610.544200 – Gasoline and Oil
SUMMARY:	The Department of Weights and Measures is anticipating a short fall in the budget line A6610.544200 – Gasoline and Oil due to the increase in gasoline price nearly doubling during the past six months of 2022.
RECOMMENDED: ACTION:	To transfer $ $2,500.00 from Unappropriated Fund Balance to A6610.544200 – Gasoline and Oil.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
A	159900					Unappropriated Fund Balance	(2,500)
			A6610	544200		Gasoline and Oil	2,500
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES DATE

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

COUNTY ADMINISTRATOR DATE

Betty Sleman Sanders 9/23/22

DEPARTMENT HEAD DATE

AGENDA# GC-3

RESOLUTION NO.

October 13, 2022

RESOLUTION APPROVING AND CONFIRMING THE SALE AND TRANSFER OF CERTAIN FORECLOSED TAX PROPERTIES TO THE CITY OF OSWEGO PURSUANT TO RPTL §1166

By Legislator David Holst:

WHEREAS, the Enforcing Officer of the County of Oswego has, heretofore, foreclosed against certain delinquent tax properties within the City of Oswego pursuant to Article 11 of the New York State Real Property Tax Law for delinquent county taxes; and

WHEREAS, the county has obtained a final judgment from Supreme Court, Oswego County under index number: C-2021-0686; and

WHEREAS, the county has or will execute a deed pursuant to that final judgment vesting title in the name of the County of Oswego; and

WHEREAS, the City of Oswego has expressed an interest in acquiring certain county-owned tax properties as opposed to the properties being sold at the annual county tax auction; and

WHEREAS, the City of Oswego also has delinquent tax liens on some or all of these properties; and

WHEREAS, the tax district of the County of Oswego enjoys a right of sale under RPTL§1166 either at public auction to the highest bidder or by approval and confirmation of the sale by a majority vote of this body; and

WHEREAS, the city has offered to pay the county tax district, in full, for all delinquent taxes penalties and interest as part of this purchase thereby making the county whole; and

WHEREAS, a resolution is necessary and desirable,

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

RESOLVED, the County Treasurer be and is hereby authorized to transfer the following six (6) delinquent tax properties to the City of Oswego for the consideration stated hereinbelow; and, it is further,

RESOLVED, that the foregoing sales are hereby approved and confirmed by this body.

City of Oswego			
Assessed Owner	**Address**	**Tax Map Number**	**Total**
Blanchard James	137 E Oneida St	128.49-04-11	**$4,091.01**
Ellingwood Madelyn M	73 Ontario St	128.53-01-38	**$6,350.72**
Galt Erin	3 Center St	145.36-01-06.2	**$10,133.54**
Holmes Mark, Deborah	223 W Sixth St	128.78-04-41	**$24,283.80**
Marturano Dorothy, Salvatore M	107 E Cayuga St	128.41-07-39	**$6,865.23**
Marturano Dorothy J	105 E Cayuga St	128.41-07-40	**$8,181.40**
Marturano Salvatore	110 E Cayuga St	128.41-06-03	**$5,891.92**
Sawyer Robert J Jr	131 E Eleventh St	128.41-04-25	**$3,728.65**
Ontario Realty Inc	143 A Liberty St	128.69-01-36.01	**$949.64**
Ontario Realty Inc	161 Liberty St	128.69-07-01.2	**$929.91**
		Total	**$71,405.82**

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

YES: **NO:** **ABSENT:** **ABSTAIN:**

Oswego County Treasurer's Office

Kevin L. Gardner, *Treasurer*
Brian D. Twiss, *Deputy Treasurer*

County Building
46 East Bridge Street
Oswego, New York 13126
Phone: (315) 349-8393
Fax: (315) 349-8255

9/19/2022

INFORMATIONAL MEMORANDUM

Subject: RESOLUTION APPROVING AND CONFIRMING THE SALE AND TRANSFER OF CERTAIN FORECLOSED TAX PROPERTIES TO THE CITY OF OSWEGO PURSUANT TO RPTL§1166

Background: This is a resolution for Oswego County to transfer to the City of Oswego all properties that are located within the city that were taken by Oswego County during the 2021 foreclosure process. City of Oswego agrees to pay for all taxes owed prior to the transfer.

Recommendation: The Treasurer strongly recommends this request.

AGENDA# GC-5

RESOLUTION NO.

October 14, 2022

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION ASSIGNED COUNSEL

By Legislator David Holst:

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

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

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

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

COUNTY OF OSWEGO
OFFICE OF THE COUNTY ADMINISTRATOR

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

To: Government, Courts and Consumer Affairs Committee
From: Philip Church, County Administrator
Date: October 3, 2022
Re: Budget Modification

SUBJECT:
Budget Modification to Assigned Counsel program

BACKGROUND:
In 2019 B&G renovated new office space for the Assigned Counsel program, which has a contract with Indigent Legal Services that will reimburse the County for the labor costs of this project. B & G has submitted an invoice to the ACP for this work in the amount of $10,565. ILS requires evidence of payment before reimbursement can be made. This budget modification will move $10,565 from Legal Fees into Other Fees & Services so that ACP can pay B&G and thereby document payment.

RECCOMMENDATION:
Approve the budget modification so the County can be reimbursed.

FISCAL IMPACT: $0

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
A1170	543300					Legal Fees	(10,565.00)
			A1170	5438000		Other Fees & Services	10,565.00
						TOTAL AMOUNT	0.00

COMMITTEE SIGNATURES DATE

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

AGENDA# GC-6

RESOLUTION NO.

October 13th, 2022

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
OFFICE OF STRATEGIC INITIATIVES, AMERICAN RESCUE PLAN FUNDS

By Legislator David Holst:

WHEREAS, The County has been awarded funds through the American Rescue Plan Act, and

WHEREAS, a process has been developed by this body for the distribution of those funds that is consistent with the intent of the federal law and the associated rules and regulations established by the US Treasury, and

WHEREAS, the funds proposed for transfer will only be used to support projects that have been fully vetted through this process and authorized by this body, then therefore be it and it is hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary for this transaction, and be it also

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

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

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

OSWEGO COUNTY
OFFICE OF STRATEGIC INITIATIVES

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8260
OSI@oswegocounty.com

David R. Turner
Director

Kyle Boeckmann
Strategic Programs Specialist

Kasey Chewning-Kulick
Administrative Assistant

INFORMATIONAL MEMORANDUM

SUBJECT: Budget modification.

PURPOSE: Transfer funds from ARPA holding account to on budget expenditure account to allow for authorized disbursements.

SUMMARY: Resolutions #130 & 216 of 2022 authorized funding for seventeen (17) projects using resources allocated to the County through the American Rescue Plan Act. This action transfers funds to an expense line to facilitate those disbursements.

FISCAL IMPACT: Transfer requested is $3,000,000.

RECOMMENDED ACTION: Finance & Personnel and eventually the Committee on Government, Courts & Consumer Affairs recommend this action to the Legislature at the October 13th meeting.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
A1011	440890	ARPA				Transfer funds to department budget for authorized projects	-3,000,000.00
			A1011	543800	ARPA		3,000,000.00
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
	10-6-22
	10/6/22
	10/6/22
Linda Lockwood	10/6/22
L. Mancuso	10/6/22
	10-6-22

COUNTY TREASURER	DATE
PERSONNEL DIRECTOR	DATE 10 5 22
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE

AGENDA# PS-1

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION SHERIFF'S OFFICE — INSURANCE RECOVERY 2020 FORD UTILITY INTERCEPTOR

By Legislator Marc Greco:

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

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

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

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
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR

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: August 30, 2022

SUBJECT: Vehicle Repair 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 $6,822.96 into Automotive Supplies and Repair (A3110.544100) to repair one 2020 Ford Utility Police Interceptor that collided with another 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.

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 8/23/22

CHECK NO. **0000124912**

Description	Check Amount
Claim No: OSWEG-2022-028-002, Commercial Automobile Collision, Invoice No: First and Final - Claimant: Oswego County DOL: 7/23/2022, 2020 Ford VIN 7584, $7322.96 less $500 deductible	$6,822.96
CHECK TOTAL	$6,822.96

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

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE
ALBANY, NY 12210

CHECK NO. **0000124912**

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

29-7
213

DATE
8/23/22

PAY: *Six thousand eight hundred twenty two and 96/100 Dollars*

TO THE ORDER OF **OSWEGO COUNTY**

CHECK AMOUNT
$******6,822.96

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

SIGNATURE HAS A COLORED BACKGROUND

⑈0000124912⑈ ⑆021300077⑆ 3256800041 74⑈

COUNTY O[illegible]SWEGO
BUDGET M[illegible]IFICATION REQUEST

Date: August 30, 2022

FROM (OR REVENUE) ACCOUNT NUMBER			TO (OR APPROPRIATION) ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	REASON FOR REQUEST	DOLLAR AMOUNT
A1325	426800					Insurance Recovery	($6,822.96)
			A3110	544100		Automotive Supplies and Repair	$6,822.96
						TOTAL AMOUNT	0.00

COMMITTEE SIGNATURES

Mary E Chesbro 10/3/22
L. Mamaro 10/3/22
Marc Greco 10/3/22
[illegible] 10-3-22
Herbert G. Yerdon 10-3-22
Richard P. Kline 10/03/2022
[illegible] 10/3/22

DEPARTMENT HEAD

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE
(Personnel Services Only)

[illegible] 10 3 22

COUNTY ADMINISTRATOR DATE

AGENDA# PS-2

RESOLUTION NO.

October 13, 2022

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

By Legislator Marc Greco:

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

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

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

WHEREAS a resolution is both necessary and desirable,

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

RESOLVED, that the County of Oswego hereby accepts a grant of $1,000 from the Oswego County ATV Club, Inc. to be used by the Oswego County Sheriff's Office for enhanced ATV patrols and safety checks along county-owned trails and roadways.

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
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR

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

SUBJECT: Budget Modification Request

DATE: September 20, 2022

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

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

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

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

(FROM) ACCOUNT NUMBER			TO ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A3110	427700					Miscellaneous Expense	(1,000.00)
			A3110	511000		Salary Expense	1,000.00
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES DATE

McCllestro 10/3/22
L. Mangano 10/3/22
[illegible] 10/3/22
[illegible] 10-3-22
Richard P. Klein 10/03/2022
[illegible] 10/3/22

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE

[illegible] 10 3 22

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

AGENDA# PS-3

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION E911 – OVERTIME

By Legislator Marc Greco:

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

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

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

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
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 Overtime budget mod request
9/20/2022

2022 continues to be a difficult year with staffing for the E911 Department. E911 recently had 7 full time telecommunicator positions and 1 part time telecommunicator positions open. The increase in vacancies have compounded our overtime costs unexpectedly in the last couple months to maintain appropriate coverage of the department. We have recently hired 4 people for full time positions which will help with overtime once they complete the recruit academy and are assigned to a shift in late November.

I am requesting a budget modification from salaries and wages to overtime to cover the required overtime that E911 is incurring. I am requesting to move $15,000 to the overtime budget line A3020-512000 from salaries and wages line A3020-511000. This amount should cover overtime expenses for the remainder of 2022 barring any further major impacts to staffing.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

From ACCOUNT NUMBER			To ACCOUNT NUMBER				
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION	DOLLAR AMOUNT
A3020	511000					SALARIES AND WAGES REG	$ (15,000.00)
			A3020	512000		OVERTIME PAYMENTS	15,000.00
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
McCheslro	10/3/22
L. Mangano	10/3/22
[illegible]	10/3/22
[illegible]	10.3.22
Herbert J. Gordon	10.3.22
Richard P. Kline	10/03/2022
[illegible]	10/3/22

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

[illegible] 10 3 22

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

AGENDA# PS-4

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING FIVE NEW SHERIFF DEPUTIES FOR BUILDING SECURITY

By Legislator Marc Greco:

WHEREAS, in collaboration with Central Services, the Clerk of the Legislature and Director of Buildings & Grounds, the Building Security Workgroup did an analysis of County Office Building and the security thereof; and

WHEREAS, a long term plan to provide and ensure a safe work environment for all county employees, door security has been identified as a priority; and

WHEREAS, door security involves the support and security of deputies at the doors to ensure the safety of employees; and

NOW, on the recommendation of the Public Safety Committee with approval of the Finance and Personnel Committee, be it,

RESOLVED, that the Public Safety Committee approve the request for permission to add five part time Deputy Sheriff positions with an increase of $106,786.00 in the 2023 budget line 3111.511000.

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
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR

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

SUBJECT: Request for five part time Sheriff Deputies **DATE:** September 21, 2022

PURPOSE: In collaboration with Central Services, the Clerk of the Legislature and Director of Buildings & Grounds, the Building Security Workgroup did an analysis of County Office Building and the security. As a result of the analysis, the Sheriff s Office is requesting permission to add five Deputy Sheriff -PT positions that will begin on October 31, 2022. These positions are to provide two full time positions at the LOB Building.

SUMMARY: The Sheriff s Office requests permission to add five Deputy Sheriff-PT positions. These positions will be absorbed in the 2022 budget funds through vacancies in current budget (3111-511000). To fill the positions in the 2023 budget, the Deputy Sheriff-PT (3111-511000) salary line will need to be increased by $106,786.

RECOMMENDED ACTION: The Sheriff's Department recommends the approval of five part time sheriff deputies and a budget increase for 2023.

AGENDA# PS-5

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION SHERIFF'S OFFICE – CORRECTIONS PORTABLE RADIOS

By Legislator Marc Greco:

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

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

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

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
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR

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

SUBJECT: Budget Modification Request
Correctional Facility Portable Radios

DATE: September 29, 2022

PURPOSE: To request the purchase of ninety (90) new portable radios for the Correctional Facility for the amount $99,360.

BACKGROUND: The Sheriff's Office requests permission to purchase 90 portable radios for the Correctional Facility. The portable radios utilized by Corrections Officers are older and many have become inoperable and unrepairable. As a result, we currently have a critical shortage of radios. Radios are needed by each Officer to communicate between the pods, control, and supervisors. The radios are imperative for officer safety within the jail.

IMPACT ON DEPT. BUDGET: The $99,360 cost of these radios is being requested as a Capital Equipment or Project. This is the second year that the radios have been requested as part of Sheriff's Office annual projected budget (Capital Project).

SUMMARY:

ATTACHMENTS: Quote from United Radio for 90 radios (which are on NYS Contract Pricing).

RECOMMENDED ACTION: The Sheriff's Office recommends the approval of this Capital Equipment/Project expenditure.

COUNTY O[illegible] SWEGO
BUDGET MODIFICATION REQUEST

FROM (OR REVENUE) ACCOUNT NUMBER			TO (OR APPROPRIATION) ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	REASON FOR REQUEST	DOLLAR AMOUNT
			A3150	526000		Corrections Other Equipment	$99,360
A	159900					Unappropriated Fund Balance	($99,360)
						TOTAL AMOUNT	$0

COMMITTEE SIGNATURES

M E Chesbro 10/3/22
L. Mangano 10/3/22
[illegible] 10/3/22
[illegible] 10-3-22
Herbert G. Gordon 10-3-22
Richard R. Klene 10/03/2022
[illegible] 10/3/22

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE
(Personnel Services Only)

[illegible] 10 3 22
COUNTY ADMINISTRATOR DATE

AGENDA# HS-1

RESOLUTION NO.

October 13, 2022

RESOLUTION APPROVING PARKS & RECREATION FEE SCHEDULE

By Legislator Roy Reehil:

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

WHEREAS it is appropriate that such schedule be revised on a periodic basis to reflect the cost of operations

NOW, THEREFORE, upon the recommendation of the Human Services Committee, be it

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

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

YES: NO: ABSENT: ABSTAIN:

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

(315) 349-3451
FAX (315)-349-3231



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

October 13, 2022

Informational Memorandum

Purpose: To discuss and establish the rental rates for the Paco Malone Building at Camp Zerbe, and the 2023 summer camp registration fees.

Summary: In the fall of 2022 the Paco Malone Building at Camp Zerbe is being renovated. This creates a new facilities rental option as well as revenue at Camp Zerbe. The proposed rental fees are consistent with the other options already approved (see attached 2023 Camp Zerbe usage contract).

In addition, a $25 registration fee is proposed for summer campers at Camp Zerbe. This one-time fee is to confirm their registration and establish revenue.

Recommended Action: The department recommends the County approve the rental rates and camper registration fees effective January 1, 2023.

2023 CAMP ZERBE USAGE CONTRACT

GROUP INFORMATION

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

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

- ○ W.H. BRITTON NATURE CENTER
- ○ PAVILION
- ○ CAMPFIRE AREA/FIELD
- ○ PLAYGROUND
- ○ **PACO MALONE BUILDING (5 hours for $100 or 10 hours for $200) + Basic Fees***
- ○ **ZERBE LODGE (5 hours for $175 or 10 hours for $300) + Basic Fees***

($25/hr additional hours for use of Paco Malone Building and/or Zerbe Lodge)

***Basic Fees Total (see below) MUST be added to any rental of the Paco Malone Building or Zerbe Lodge**

BASIC FEES- LENGTH OF STAY

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

LENGTH OF STAY	OSWEGO COUNTY GROUP	OUT OF COUNTY GROUP* *(FEE = 15% of total bill)
½ Day (maximum 5 hours)	$50 (additional hours x $15/hr)	
1 Full Day (daytime only) (maximum 10 hours)	$100 (additional hours x $15/hr)	
1 Day with Overnight	$125 (additional hours x $15/hr)	
2 Day with 2 Overnight	$200 (additional hours x $15/hr)	
3 Day with 3 Overnight **(programs over 72 hours must obtain permit)**	$300 (additional hours x $15/hr)	
Week Long (5 days with overnights) **(programs over 72 hours must obtain permit)**	$575 (additional hours x $15/hr)	

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

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

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

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

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

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

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

ARE YOU PLANNING ON CHARGING ADMISSION? ___YES___NO
SELLING ALCOHOL? ___YES___NO
AMUSEMENT RIDES? ___YES___NO
PUTTING UP A 20X20 TENT OR LARGER? ___YES___NO
DO YOU HAVE MORE THAN 250 PEOPLE ATTENDING? ___YES___NO

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

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

WAIVER

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

_____ _____
SIGNATURE DATE

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

Paid:_____ Sec. Deposit Paid:_____ Balance:_____

AGENDA# HS-2

RESOLUTION NO.

October 13, 2022

RESOLUTION APPOINTING MEMBER TO THE COMMUNITY SERVICES BOARD

By Legislator Roy Reehil:

WHEREAS, The Community Services Board is a statutory body created in accordance with provisions of the New York State Mental Hygiene law,

WHEREAS, the Board is responsible for overseeing all Mental Health, Developmental Disability and Addictions programs,

WHEREAS, the membership is appointed by the Oswego County Legislature,

NOW, on recommendation of the Human Services Committee of this body, be it

RESOLVED, that the following individual be, and hereby is appointed to the Oswego County Community Services Board for term to expire as outlined below:

Mr. Patrick Waite, term expiration 10/31/2026

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

DATE: September 20, 2022

SUBJECT: Appointment of Member to the Community Services Board

SUMMARY: The Community Services Board is a statutory body of fifteen members created in accordance with provisions of the New York State Mental Hygiene Law. The Board oversees all Mental Health, Developmental Disability, and Addictions programs. Appointments are by the County legislature for a term of four years.

Community Services Board Nominates:

Patrick Waite (Appointment) **Term to Expire 10.31.2026**

Patrick, recently retired as Deputy Executive Director, Oswego County Opportunities, Inc. dedicated the past forty-one years with the agency working with and serving the Oswego County Community. He has a significant understanding of Mental Health, Developmental Disability, and Substance Use Disorders, and the needs in the community. Patrick currently serves on the Oswego Housing Development Council, the Fulton Revitalization Committee, the Oswego County Transportation Advisory Committee and is the current Vice President and President Elect for 2023 for the Fulton Sunrise Rotary Board. In the past Patrick has served on the New York State Alliance, Central NY Inclusive Alliance, past Board President of the Oswego County Council on Alcoholism and Addictions, Inc. and past Board Vice President of Farnham Family Services, Inc. Patrick obtained his master's degree in Health Care Management, having graduated from New School University, NY, NY. Patrick is a resident of Oswego County, residing in the City of Fulton.

RECOMMENDED ACTION: The Human Services Committee recommends that the Legislature appoints the above-named nominee to the Community Services Board for the statutory term.

AGENDA# HS-3

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES — ADOPTION SUBSIDIES

By Legislator Roy Reehil:

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

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

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

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

TO: Oswego County Board of Legislators

DATE: October 6, 2022

SUBJECT: Budget Modification for Adoption Subsidies

SUMMARY: In April of this year there was a change to the rate for adoption subsidies due to a cost-of-living increase. Additionally, on July 1, 2022, New York State mandated the rate of adoption subsidies to the maximum rate which caused a substantial increase in these payments. Adoption subsidies are reimbursed approximately 78% by State and Federal funds.

DSS projects the shortfall for 2022 to be $778,729. The local portion for this budget modification is being moved from Safety Net, as it is underspent for 2022.

RECOMMENDED ACTION: The Department of Social Services recommends the Human Services Committee, Finance & Personnel Committee, and the Legislature approve the attached budget modification.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

22-26-L

2022
10/3/2022

FROM ACCOUNT NUMBER			TO ACCOUNT NUMBER				
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION	DOLLAR AMOUNT
A6070	545500	ADPTS				AFS - Other Supplies & Expense - Adoption	$ 737,000.00
A6140	436400					SAFETYNET - State Aid Safety Net	$ 41,729.00
			A6070	446700		AFS - Fed Aid Service for Recipients	(328,702.00)
			A6070	436090		AFS - State Aid Family Assistance	(251,317.00)
			A6140	545500		SAFETYNET - Other Supplies & Expenses	(198,710.00)
	Transfer of money from Safety Net program (21% state reimbursement) to Adoption Subsidy						
	(44.6% Federal & 34.1% State reimbursement) to cover Local share of increased Adoption Subsidy program expenses						
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES DATE

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

AGENDA# HS-4

RESOLUTION NO.

October 13, 2022

RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 22-OFA-005 – LEGAL SERVICES FOR THE ELDERLY

By Legislator Roy Reehil

WHEREAS, the County issued a request for proposal for a vendor to provide Legal Services for the Elderly; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 22-OFA-005) from multiple qualified firms to provide Legal Services for the Elderly; and

WHEREAS, the Oswego County Office of the Aging and Oswego County Purchasing Department have reviewed the received proposal and determined the proposal from Reynolds Law Office, PLLC, 138 W 4th Street, Oswego, NY 13126, meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Human Service Committee that the County of Oswego awards the professional service contract for providing Legal Services for the Elderly, to Reynolds Law Office, 138 W 4th Street, Oswego, NY 13126, not to exceed an office time hourly rate of $74.25: and a court time hourly rate of $125 and be it further,

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

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY PURCHASING

46 E Bridge Steet, Oswego NY 13126
Phone (315)326-6050 Fax (315)349-8237
Email: Holly.Carpenter@OswegoCounty.Com

RFP 22-OFA-005 – Legal Services for the Elderly

Name of Company	Location	Office Time Hourly Rate	Court Time Hourly Rate	Required Documentation PRCS/PIS/SHC/NCC/RFC
Reynolds Law Office, PLLC	138 W 4th Street Oswego, NY 13126	$74.25	$125.00	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 22-OFA-005 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on August 16, 2022. It was also sent directly to the following vendors:

- Amdursky Pelkey Fennell and Wallen P.C.
- Dimartino Anthony J Esq. Jr.
- Robert J. Gallamore, Esq.
- Lebaudy Law Office, P.C.
- James M. Nicholson, Esq.
- Thomas A. Reynolds, Esq. Reynolds & McGowan, Pllc.

Number of Responses: One (1)

Reynolds Law Office, PLLC	Pro • Long Standing, 30-year contractor of Legal Services for OFA. • Client satisfaction surveys returned state highly satisfied with service. • Proposer is very agreeable to OFA requests. • Rates have not increased from previous contract Con • No cons

Proposals Reviewed By:

- Sara Sunday
- Elizabeth Weimer
- Hope Cimilluca

Evaluation Summary: The evaluation committee reviewed and listed the above pros and cons. The Committee recommends awarding the contract to Reynolds Law Office, PLLC.

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.

AGENDA# HS-3-SEPT

RESOLUTION NO.

September 15, 2022

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOCIAL SERVICES TO ADJUST FEE SCHEDULE FOR INDIGENT BURIALS

By Legislator Roy Reehil:

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

RESOLVED, that the Commissioner of Social Services be, and he hereby is, authorized to adjust the fee schedule for indigent burials as outlined in the attached Policy and Procedure document and informational memorandum effective October 1, 2022.

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

TO: Oswego County Board of Legislators

DATE: August 16, 2022

SUBJECT: Indigent Burial Reimbursement Rates

SUMMARY: In accordance with New York State Social Services Law Section 141 and the applicable provisions of the New York State Code Rules and Regulations, a local district must provide for a burial when a TA recipient or other indigent person dies leaving no funds or insurance sufficient to pay the cost and there are no relatives, friends, or other persons liable or willing to take responsibility for the burial expense.

Subject to partial reimbursement from state and federal governments, each local government sets a limit on the amount of money that can be spent on the burial of indigent persons within their district. Oswego County has not reviewed or increased their indigent burial rates since January 2007.

Commissioner Stacy Alvord and Director of Assistance Programs Gidget Stevens, recently met with members of the Funeral Directors Association from Dain-Cullinan, Nelson, and Harter funeral homes to discuss a request for increase in rates based on inflation rates being seen in costs on their end.

The chart below shows historical expenditures for indigent burials:

SUMMARY	# of Burials	Payment Amt
TOTALS 2018	192	470,340.76
TOTALS 2019	223	556,700.52
TOTALS 2020	216	516,980.57
TOTALS 2021	230	560,066.26
GRAND TOTAL		**2,104,088.11**

The chart below shows a description of the rates as approved in 2007 vs rates requested for 2022 going forward due to cost inflation over the past 15 years:

Service	2007 Rate	2022 Rate Eff. 10/1/2022	Change %
Direct Burial No Services	$1900.00	$1900.00	0%
Direct Cremation No Services	$1275.00	$1650.00	29%
Burial/Cremation With Services	$1900.00	$2400.00	26%
Stillborn	$425.00	$550.00	29%
Transportation Fee	$1.75/mi	$2.50/mi	42%
Concrete Rough Box	Up to $550	Actual Cost	

RECOMMENDED ACTION: The Department of Social Services recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature approve the presented rates for indigent burials.

DRAFT
OSWEGO COUNTY DEPARTMENT OF SOCIAL SERVICES
INDIGENT BURIAL POLICY AND PROCEDURE
July 2022

In accordance with New York State Social Services Law Section 141 and the applicable provisions of the New York State Code Rules and Regulations, together with the provisions set forth for burial costs for indigent deceased persons established by the New York State Office of Temporary and Disability Assistance. Oswego County Department of Social Services (The Department) has established a limit on the amount of money the County is responsible for on the burial of indigent residents of Oswego County. The limits defined below constitute an "indigent burial"; and are limited to the agreed upon pay schedule as noted below.

Therefore, the department sets the following terms and conditions:

1. **Burial Fees**

Direct Burial – No Services	$1,900.00
Burial With Services	$2,400.00
Direct Cremation/Anatomical Donation – No Services	$1,650.00
Cremation With Services	$2,400.00
Stillborn	$550.00

The above figures include all funeral related expenses except those specified separately in this policy. It is understood that the basic service requires the funeral director to provide, at a minimum, one two-hour period for calling hours either before the funeral services or the day before the funeral. In the event of circumstances that inhibit committal at the cemetery, the committal shall be deemed to have taken place at the funeral home on the day of the service. A request for further services can be included in the supplementation as outlined below.

Supplementation: Family or friends will be allowed to pay for a one level upgrade of approved casket, additional time for calling hours, obituaries, hairdresser, clergy, religious services, prayer or memorial cards, guest registers, a crucifix/cross, flowers, certified death certificate, cremation urns, cremation grave opening and urn vault charges. Relatives or friends assume responsibility for the entire cost of burial arrangements should they wish to arrange a more expensive funeral for the deceased than authorized by the Department.

2. **Transportation Fee**

The Department will reimburse the funeral director for mileage not to exceed 150 miles. The rate for the above-cited mileage shall be $2.50 per mile.

3. **Winter Vault Charge**

Reimbursement will be for actual cost as billed to the funeral director. This fee will be paid directly to the funeral director upon receipt of billing.

4. **Opening of Gravesite**

Payment for the opening of a grave shall be actual costs, to include any charges for cemetery equipment/devices, and paid directly to the funeral director based upon current fee schedule provided or receipt of billing.

5. **Purchase of Grave**

When no lot has been pre-purchased, lot purchase must be within Oswego County or its immediate environs. Actual cost will be remitted. Receipt is required and must be attached to the bill. Cremation will preclude the purchase of a cemetery lot.

6. **Casket**

Payment for a casket up to $900.00 or actual amount if less. Receipt is required and must be attached to the bill.

7. **Concrete Rough Box**

When required by the cemetery, Department will reimburse the funeral director actual cost for the purchase of a concrete vault.

8. **Memorial Stone or Urn**

The Department will make no payment for either a Memorial Stone or Urn.

9. **Recovery of Assets**

The funeral director is not responsible for the recovery of assets. In the event that there are personal assets of the deceased, and these assets are to be used to reduce the base amount allowed for burial under this agreement, recovery of such assets shall be the responsibility of the Department. Funeral bill will be paid without these assets being deducted from total.

10. **Special Circumstances**

Special circumstances wherein additional charges may be incurred must be reviewed with the Commissioner or his/her designee on a case-by-case basis for approval. Oversized caskets (Up to $95.00 for demonstrated cost difference vs. normal as approved by DSS) and handling of decomposed bodies are examples of special circumstances and will be paid by the Department upon receipt from the funeral director for actual costs incurred.

11. **Burial Arrangements by Family**

No payment is allowable should relatives or friends wish to arrange a more expensive funeral for the deceased than allowed as an indigent burial as defined in this policy. The relative or friend must bear the full expense of all burial related costs in said circumstance. In this situation the relative or friend makes arrangements directly with the funeral director. The Department provides no reimbursement in this situation per NYS regulation.

PROCEDURES:

The Department will provide the funeral director with the following attached documents:

- Contact number – liaison to initiate process (see Funeral Director's Fact Sheet)
- Funeral Directors' Informational Fact Sheet
- Burial Claim Form

The funeral director may copy forms, or the funeral director may request a supply of forms.

Signed: _____ **Date:** _____

Commissioner

AGENDA# EP-1

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF COMMUNITY DEVELOPMENT — EPA BROWNFIELD GRANT FUNDS

By Legislator Tim Stahl:

WHEREAS, the County has recently been awarded $500,000 from the US EPA for brownfield assessment activities, and

WHEREAS, the funds will be used to provide assessments at sites throughout the county, then therefore be it and it is hereby

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

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

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

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

David R. Turner
Director

Daniel Breitweg
Deputy Director

Donna B. Scanlon
Office of Community Development Programs

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept and disburse grant funds.

PURPOSE: To modify the department budget in order to access a recent grant awarded for Brownfield Assessment activities and to authorize the Chairman to execute any documents necessary in those processes.

SUMMARY: The County has once again been awarded Brownfield funding through the US EPA. The $500,000 in this award will be used for assessing several eligible and priority sites throughout the county.

FISCAL IMPACT: None at this time.

RECOMMENDED ACTION: The committee on Economic Development & Planning committee recommends that the Oswego County Legislature authorize this action.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
H	439890	BRFG				EPA Brownfield grant funds	($500,000)
			A8020	545500	BRFG	EPA Brownfield grant funds	$500,000
						Accept and disburse grant funds	
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
Mary E C Mehre	10/4/22
[illegible]	10/4/22
Paul E Hoover	10/4/22
[illegible]	10/4/22
Maurice Schott	10/4/2022

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE

[signature] 10 4 22

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

AGENDA# HE-1

RESOLUTION NO.

October 13, 2022

RESOLUTION ESTABLISHING CAPITAL PROJECT No. 0922 — ELECTRONIC HEALTH RECORD (EHR) SYSTEM

By Legislator James Karasek:

WHEREAS, to establish a capital project to replace the Health Department's Electronic Health Record (EHR) system; and

WHEREAS, the current EHR system is geared toward Home Health Care and Hospice patient care and billing; and

WHEREAS, with the anticipated closure of Hospice, this functionality will no longer be needed. The Department would like to subscribe to an EHR more in line with Public Health needs; and

WHEREAS, this would allow for improved workflow, increased efficiency and allow for electronic vaccine billing rather than the paper billing; and

WHEREAS, the Department is requesting $70,000 for implementation, training and first year subscription costs, transferring unused funds from Hospice to the capital project; and

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

RESOLVED, that Chairman of Oswego County Legislature authorize establishment of Capital Project No. 092.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY HEALTH DEPARTMENT

JIANCHENG HUANG, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545

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

INFORMATIONAL MEMORANDUM

Subject: To establish Capital Project #0922 to replace the Health Department's Electronic Health Record (EHR) system.

Summary: The current EHR system is geared toward Home Health Care and Hospice patient care and billing. With the anticipated closure of Hospice, this functionality will no longer be needed. The Department would like to subscribe to an EHR more in line with Public Health needs. This would allow for improved workflow, increased efficiency and allow for electronic vaccine billing, currently billing is submitted on paper forms.

The Department is requesting $70,000 for implementation, training and first year subscription costs, transferring unused funds from Hospice to the capital project.

Recommended Action: The Department recommends the Health Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize establishment of Capital Project #0922.

County of Oswego

Equipment or Capital Project Request 2022

Department: Health

Equipment/Project: Electronic Health Record

Priority: 1 of 1

Requested Start Date: 12/1/22 End Date: 12/1/23

Estimated Costs

Initial $70,000
Annual $_____ Year 1
$_____ Year 2
$_____ Year 3
$_____ Year 4
$_____ Year 5

Estimated Revenues Generated by Project (if any)

Annual $_____
$_____ Year 1
$_____ Year 2
$_____ Year 3
$_____ Year 4
$_____ Year 5

Project Budget Estimate

Total	$ 70,000
Personnel/Labor	$_____
Legal	$_____
Engineering	$_____
Materials	$_____
Equipment	$_____
Construction	$_____
Other	$_____
Identify	Estimated implementation, training and first year subscription costs.

Department Head: _____ Date: 9-22-22

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

From ACCOUNT NUMBER			To ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.		
A4189	545100					Hosp: Medical Supplies	(70,000)
			H	529000	0922	Capital Project Electronic Health Record	70,000
						To establish CP #0922 Electronic Health Record	
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
	10-4-22
Richard P. Klein	10/04/2022
	10/4/22
	10/4/22

COUNTY TREASURER	DATE
HUMAN RESOURCES DIRECTOR	DATE 10 4 22
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE 10-4-22

AGENDA# HE-2

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDING AND CREATION OF TEMPORARY POSITION — HEALTH DEPARTMENT

By Legislator James Karasek:

WHEREAS, the Health Department is being awarded a $64,725 multi-year State grant for children and youth with special health care needs; and

WHEREAS, this grant is an increase from $27,069 to $64,756 annually and will be in effect through the current 5-year cycle, ending in 2025, through the next 5-year cycle, ending in 2030; and

WHEREAS, the Health Department recommends these funds be used to create a temporary position of Children and Youth with Special Health Care Needs Coordinator in its Children with Special Needs Division; and

WHEREAS, this position will expire with the grant funding, unless such funding is extended, or otherwise determined by the Oswego County Legislature.

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

RESOLVED, that the Oswego County Legislature accepts the additional CYSHCN grant funds, approves the creation of the temporary Children and Youth with Special Health Care Needs Coordinator position at salary grade _____, and be it further

RESOLVED, this Resolution shall be authority for the Treasurer to transfer funds and make necessary

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY HEALTH DEPARTMENT

VERA DUNSMOOR, INTERIM DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545

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

INFORMATIONAL MEMORANDUM

SUBJECT: Children and Youth with Special Health Care Needs (CYSHCN) increase in grant funding.

PURPOSE: To recommend accepting an increase in grant funding and using those funds to add a temporary position of Children and Youth with Special Health Care Needs Coordinator to the Children with Special Needs Division.

SUMMARY: The Children with Special Needs Division host 3 distinct programs. The Early Intervention/Child Find Program, the Children and Youth with Special Health Care Needs Program and the 3-5 Preschool Special Education Program. These programs constitute 65% of the Health Department's overall budget. They are State and Federally Mandated Programs.

The State has increased the grant funding for the Children and Youth with Special Health Care Needs from $27,069 to $64,756 annually. The increase will be in effect through the current 5-year cycle, ending in 2025, through the next 5-year cycle, ending in 2030.

The Health Department would like to use a portion of this funding to add a full time, temporary Children and Youth with Special Health Care Needs Coordinator position. The position will work 100% on grant activities. The work of this position consists of providing Information, Referral and Advocacy to families with Children and Youth from birth to 21 years of age who have or are suspected of having a serious or chronic physical, developmental, behavioral, and/or emotional condition and who require health or related services of a type or amount beyond that is typically required of children. The position would help families with advocacy with health care providers, provide information and referrals for needed services, navigate through the CPSE/CSE process, help the family obtain support services such as setting up diagnostic testing and evaluations, help with paying for durable medical equipment and help paying any balances left over with specialty providers.

RECOMMENDED ACTION: The Health Committee recommends that the Legislature accept the additional CYSHCN grant funds and approve the Children and Youth with Special Health Care Needs Coordinator position and the corresponding budget modification.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Health **DIVISION/UNIT (NUMBER):** A4059

A. NEW POSITION REQUEST

1. Position Title Requested: Children&Youth w/ Special Health Care Needs Coord

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

3. a. Bargaining Unit – Hourly Rate from Grade plan: 22.47 Grade: 10

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

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

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

   The State Department of Health just informed us that our grant for Children and Youth with Special Health Care Needs is being increased by $64,000 a year starting in October and will be guarenteed for the next 5 year grant cycle. They will require at least a .5 FTE person devoted to the program. The current staff could not combined, be able to devote that amount of time to this grant. This will enable one person to focus only this program, thereby providing services to many more families. The State has been encouraging us to devlop social media to get the word out to families.

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).

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
Oswego County	Health Deparment	CSN

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: *C&Y w/ Spec Health Care Need Coord*

PERCENT OF WORK TIME	
50	*Facilitating information and referrals for children and youth (birth to 21) who have or are suspected of having a serious chronic physical, developmental, behavioral, and/or emotional condition that requires health or related services of a type or amount beyond typically required for children and youth.*
15	*Maintain contact with families to access any other needs they may have related to their child's special health care needs.*
15	*Provide outreach regarding the program to community partners*
15	*Maintain confidential notes to document the work done with families and enter information into the State Run system.*
5	*Monitorand create Social Media for any inquries from families.*
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Tammy Thompson	Director of CSN	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
Meghan Allison	Early Intervention Specialist	CSN

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

Education: ☐ High School _____ years

☒ College 4 years, with specialization in Social Work

☐ Other _____ years, with specialization in _____

Experience (list amount and type): *At least 1 year of working with children or youth with some sort of Special Health Care Needs.*

Essential knowledge, skills and abilities: *A good knowledge of community resources,principles and practices of case management, social conditions of the area, interviewing and case recording. The ability to work independently.*

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 9/21/22 **Title:** Interim Director of Public Health **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: 9-21-22 **Signature:**

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

From ACCOUNT NUMBER			To ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.		
A4059	445100					EI: Fed	(64,756)
			A4059	545500	CSHCN	EI: CYSHCN	53,750
			A4059	511000		EI: Salaries and Wages	10,224
			A4059	590308		EI: Social Security	782
						Increase in CYSHCN grant funds and addition of Children and Youth	
						with Special health Care Needs Coordinator salary thru the end of 2022	
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
	10-4-22
Richard B Klein	10/04/2022
	10/4/22
	10/4/22

COUNTY TREASURER — DATE

HUMAN RESOURCES DIRECTOR — DATE 10 4 22

COUNTY ADMINISTRATOR — DATE

DEPARTMENT HEAD — DATE 10-4-22

AGENDA# HE-3

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION HEALTH DEPARTMENT — SPRAYING TO CONTROL DISEASE CARRYING MOSQUITOES

By Legislator James Karasek:

Upon recommendation of the Health 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 as shown on the attached budget modification request, and be it further

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

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY **HEALTH DEPARTMENT**

JIANCHENG HUANG, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545

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

INFORMATIONAL MEMORANDUM

Subject: Budget modification for the cost of spraying to control disease carrying mosquitoes.

Summary: The adopted 2022 budget does not include funding for spraying for mosquito control. The Health Department has an ongoing mosquito surveillance program monitoring for mosquitoes that may be carrying certain viruses that can cause diseases. This year we detected the virus that causes EEE (Eastern Equine Encephalitis) in multiple pools of mosquitoes in the Palermo and Big Bay areas of the County. With a State declaration of an Imminent Threat to Public Health for the area, steps were taken to initiate a program of spraying to significantly reduce the population of mosquitoes in the area.

Subsequently, the Department of Environmental Conservation issued permits to allow spraying. Areas that would require spraying were identified and defined. The arrangements were made to carry out the spraying.

Recommended Action: The Health Committee recommends that the Finance and Personnel Committee approve the attached 2022 budget modification and send it to the full Legislature for final approval.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

From ACCOUNT NUMBER			To ACCOUNT NUMBER				
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION	DOLLAR AMOUNT
A4090	434010					Env: State Aid	(32,781.00)
A4189	511000					Hosp: Salaries	(32,781.00)
.			A4090	543800		Env: Other Fees and Services	65,562.00
						2022 Spraying Costs 9/3/22	
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
[signature]	10-4-22
Richard Rolline	10/04/2022
James Leone	10/4/22
Marc Greco	10/4/22

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

[signature] 10 4 22

COUNTY ADMINISTRATOR DATE

Veraj Dinamoor 10-4-22

DEPARTMENT HEAD DATE

AGENDA# IT-1

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE-ENERGY RECOVERY FACILITY GASOLINE & OIL

By Legislator Stephen Walpole:

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

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

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

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

YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

Carl L. Schmidt, Director of Solid Waste Programs

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

FROM: Carl Schmidt, Director of Solid Waste Programs

RE: Budget Modification-Gasoline and Oil

DATE: September 21, 2022

The Department of Solid Waste-Energy Recovery Facility requests a budget modification to transfer Twenty Thousand ($20,000.00) Dollars from its unappropriated funds to its Gasoline & Oil account (CL8161.5442). Due to rapid and unexpected inflation in the cost of transport fuels the originally budgeted amount in this budget line is expected to be exhausted within months.

Solid Waste operates various equipment to load incinerator units 24/7, to place waste materials and for the transport of materials and ash to final disposal locations. The purpose of this budget transfer is to fund ongoing fuel purchases to permit the continuation of department operations. The amount requested to be transferred is projected to cover all transport fuel costs for the department's solid waste division through the end of the budget year.

COUN. . OF OSWEGO
BUDGET MODIFICATION REQUEST

2022 Budget
10/13/2022

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
CL	159900					Solid Waste Unappropriated Fund Balance	$ (20,000.00)
			CL8161	544200		Gasoline and Oil	20,000.00
						*Transfer to accomodate higher cost of transport fuels	
						TOTAL AMOUNT	$0.00

COMMITTEE SIGNATURES — DATE

10/4/22
10/4/22
10/4/22
10/4/22
Linda Lockwood 10/4/22

COUNTY TREASURER — DATE

PERSONNEL DIRECTOR — DATE

COUNTY ADMINISTRATOR — DATE 10 4 22

DEPARTMENT HEAD — DATE

AGENDA# IT-2

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE — OVERTIME PAYMENTS

By Legislator Stephen Walpole:

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

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

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

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

YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

Carl L. Schmidt, Director of Solid Waste Programs

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

FROM: Carl Schmidt, Director of Solid Waste Programs

RE: Budget Modification-Solid Waste Overtime Payments

DATE: September 21, 2022

The Department of Solid Waste requests a budget modification to transfer Twenty-Three Thousand Five Hundred ($23,500.00) Dollars from its Salaries and Wages account (CL8160.511000) to its Overtime Payments account (CL8160.512000). The Department of Solid Waste has been dealing with a historically high amount of employee attrition over the past year affecting several positions.

Particularly affected have been the department's CDL driver positions. The department has had to commit personnel to expanding transportation demands particularly including increased transport of leachate. With limited staffing, some of this transport has to be accommodated on overtime. This has created a shift in the payroll burden from the normal salaries and wages account to the overtime account.

The overtime account has been significantly depleted in this regard such that the department requires this transfer to accommodate continuing overtime payments through the end of the year. The salaries and wages account now has excess funding as the result of wages that have gone unpaid to separated employees.

This transfer will address this unexpected shift in financial burden by moving excess funding from the salaries and wages account to the overtime account.

COUN. . OF OSWEGO
BUDGET MODIFICATION REQUEST

2022 Budget
10/13/2022

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
CL8160	511000					Salaries and Wages Regular	$ (23,500.00)
			CL8160	512000		Overtime Payments	23,500.00
						*Transfer for higher OT costs due to employee attrition	
						TOTAL AMOUNT	$0.00

COMMITTEE SIGNATURES — DATE

10/4/22
10/4/22
10/4/22
10/4/22
Linda Lockwood 10/4/22

COUNTY TREASURER — DATE

PERSONNEL DIRECTOR — DATE

10 4 22

COUNTY ADMINISTRATOR — DATE

DEPARTMENT HEAD — DATE

AGENDA# IT-3

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE-HIGHWAY EXPENSE

By Legislator Stephen Walpole:

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

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

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

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

YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

Carl L. Schmidt, Director of Solid Waste Programs

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

FROM: Carl Schmidt, Director of Solid Waste Programs

RE: Budget Modification-Highway Expense

DATE: September 21, 2022

The Department of Solid Waste requests a budget modification to transfer Thirty-Five Thousand ($35,000.00) Dollars of excess revenue from its Sale of Recyclable Materials Account (CL8160.421303) to its Highway Expense account (CL8160.545400). Due to rapid inflation in the cost of replacement parts and consumables in addition to unexpected heavy equipment repair work the originally budgeted amount in this line will soon be exhausted.

The Department of Solid Waste operates a wide portfolio of heavy equipment to transport wastes and recyclable materials and to move and place wastes at the landfill. The aging equipment used in these roles requires constant maintenance. Consumables, parts and service costs have increased substantially and unexpectedly in line with inflation across all markets. At the same time lead times for delivery of parts and equipment have become so protracted that planning and orders for next year must be started in this year.

Fortunately, the department's enterprise structure permits some hedging against inflation in that revenue for sales of recyclable materials have increased beyond expectations along with rising commodity prices. Accordingly, the department requests the above transfer of excess revenue to its Highway Expense line to accommodate additional expenses. The amount requested to be transferred is projected to cover all on- and off-road equipment repair costs for the department's solid waste division through the end of the budget year.

COUN.. OF OSWEGO
BUDGET MODIFICATION REQUEST

2022 Budget
10/13/2022

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
CL	8160	421303				Sale of Recyclable Materials	$ (35,000.00)
			CL	8160	5454	Highway Expense	35,000.00
						*Transfer for higher than planned highway expenses	
						TOTAL AMOUNT	$0.00

COMMITTEE SIGNATURES — DATE

10/4/22
10/4/22
10/4/22
10/4/22
Linda Lockwood 10/4/22

COUNTY TREASURER — DATE

PERSONNEL DIRECTOR — DATE 10 4 22

COUNTY ADMINISTRATOR — DATE

DEPARTMENT HEAD — DATE

AGENDA# IT-4

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE — ENERGY RECOVERY FACILITY ELECTRICITY

By Legislator Stephen Walpole:

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

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

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

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

YES: NO: ABSENT: ABSTAIN:

Oswego County Department of Solid Waste

Carl L. Schmidt, Director of Solid Waste Programs

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

FROM: Carl Schmidt, Director of Solid Waste Programs

RE: Budget Modification-ERF Electricity

DATE: September 21, 2022

The Department of Solid Waste-Energy Recovery Facility requests a budget modification to transfer Twenty-Five Thousand ($25,000.00) Dollars from its unappropriated funds to its Electricity account (CL8161.5416). Due to rapid inflation in the cost of energy, including electricity, the originally budgeted amount in this budget line is expected to be exhausted within months.

Prior to negotiating a power purchase agreement with Constellation in March, the Energy Recovery Facility had been purchasing electricity on a month-by-month basis. The rapid increase in energy prices at the beginning of the year substantially depleted the account well faster than anticipated requiring the requested transfer to cover electricity costs through the end of the budget year.

COUI . OF OSWEGO
BUDGET MODIFICATION REQUEST

2022 Budget
10/13/2022

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
CL	159900					Solid Waste Unappropriated Fund Balance	$ (25,000.00)
			CL8161	541600		Electricity	25,000.00
						*Transfer to accomodate higher cost of electric energy	
						TOTAL AMOUNT	$0.00

COMMITTEE SIGNATURES — DATE

10/4/22
10/4/22
10/4/22
10/4/22
Linda Lockwood 10/4/22

COUNTY TREASURER — DATE

PERSONNEL DIRECTOR — DATE

10 4 22

COUNTY ADMINISTRATOR — DATE

DEPARTMENT HEAD — DATE

AGENDA# IT-5

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION HIGHWAY DEPARTMENT — INSURANCE RECOVERY INTO HIGHWAY EXPENSE

By Legislator Stephen Walpole:

WHEREAS, In August of 2022 a check for $5,028.24 was deposited in account A1325.426800 (Insurance Recovery Fund). It was for an insurance payment for a Highway tree truck that was damaged in an accident on April 21, 2022.

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

RESOLVED, that the Treasurer is hereby authorized to transfer $5,028.24 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.545400 (Highway Expense).

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
Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: Budget modification to transfer $5,028.24 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.545400 (Highway Expense)

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance and Personnel Committee and the Oswego County Legislature approve a budget modification to transfer these funds.

SUMMARY: The check was for an insurance payment for a tree truck that was damaged in an accident on 4/21/2022.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance and Personnel Committee recommends the Oswego County Legislature authorize that $5,028.24 be transferred from account A1325.426800 (Insurance Recovery Fund) into account DM5130.545400 (Highway Expense).

_____ _____

Shawn Walker
Highway Superintendent

Date

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
DM5130	545400					Highway Expenses	$ 5,028.24
			A1325	426800	0	Insurance Recovery Fund	$ (5,028.24)
						TOTAL AMOUNT	$ -

COMMITTEE SIGNATURES **DATE**

10/4/22
10/4/22
10/4/22
10/4/22
Linda Lockwood 10/4/22

COUNTY TREASURER **DATE**

PERSONNEL DIRECTOR **DATE**

10 4 22

COUNTY ADMINISTRATOR **DATE**

DEPARTMENT HEAD **DATE**

AGENDA# IT-6

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION AIRPORT – ELECTRICITY

By Legislator Stephen Walpole:

Upon recommendation of the Infrastructure, Facilities & Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

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

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

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

INFORMATIONAL MEMORANDUM

SUBJECT:	Electricity Funding
PURPOSE:	To amend the Airport budget to fund anticipated short fall in budget line D5610.541600 – Electricity.
SUMMARY:	The Airport is anticipating a short fall in the budget line D5610.541600 – Electricity.
RECOMMENDED: ACTION:	To transfer $10,000 from Unappropriated Fund Balance to D5610.541600 – Electricity.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

From ACCOUNT NUMBER			To ACCOUNT NUMBER				
DEPT.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION	DOLLAR AMOUNT
D	159900					Highway Unappropriated Fund Balance	$ (10,000.00)
			D5610	541600		Electricity	10,000.00
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
	10/4/22
	10/4/22
	10/4/22
Paul E. Horn	10/4/22
Linda Lockwood	10/4/22

COUNTY TREASURER — DATE

HUMAN RESOURCES DIRECTOR — DATE

COUNTY ADMINISTRATOR — 10 4 22 — DATE

DEPARTMENT HEAD — DATE

AGENDA# IT-7

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING BUDGET MODIFICATION AIRPORT — GAS & OIL

By Legislator Stephen Walpole:

Upon recommendation of the Infrastructure, Facilities & Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

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

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

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

INFORMATIONAL MEMORANDUM

SUBJECT:	Gasoline and Oil Funding
PURPOSE:	To amend the Airport budget to fund anticipated short fall in budget line D5610.544200 – Gasoline and Oil.
SUMMARY:	The Airport is anticipating a short fall in the budget line D5610.544200 – Gasoline and Oil. The price of fuel that the Airport purchases for resale has nearly doubled since January 2022.
RECOMMENDED ACTION:	To transfer $60,000 from Unappropriated Fund Balance to D5610.544200 – Gasoline and Oil.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

From ACCOUNT NUMBER			To ACCOUNT NUMBER				
DEPT.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION	DOLLAR AMOUNT
D	159900					Highway Unappropriated Fund Balance	$ (60,000.00)
			D5610	544200		Gasoline & Oil	60,000.00
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES	DATE
	10/4/22
	10/4/22
	10/4/22
	10/4/22
Linda Lockwood	10/4/22

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

COUNTY ADMINISTRATOR 10 4 22 DATE

DEPARTMENT HEAD DATE

AGENDA# IT-8

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING THE COUNTY HIGHWAY SUPERINTENDENT TO ENTER INTO SNOW AND ICE AGREEMENTS ON CERTAIN TERMS

By Legislator Stephen Walpole:

WHEREAS, Section 135-a of the New York State Highway Law authorizes the county to enter into cooperative agreements with a city, town or village for control of snow and ice on county roads; and

WHEREAS, this Legislature has heretofore authorized the Oswego County Highway Superintendent to enter into such agreements as may be necessary or convenient under Resolution number 75 of 1987; and

WHEREAS, this body has determined that a flat rate per mile reimbursement is fair and equitable as opposed to the varying rates charged by and paid to municipalities throughout the county on a per hour basis;

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

RESOLVED, that the Oswego County Highway Superintendent be and is hereby authorized to enter into the annexed agreement with any municipalities within the county under Highway Law §135-a for snow and ice control purposes; and, it is further

RESOLVED, that with this change to per mile reimbursement, the Highway Department shall re-examine county roads under contract in prior years and determine whether efficiency dictates maintaining or changing the roads under contract versus the county plowing same; and, it is further

RESOLVED, that the per mile reimbursement rate to municipalities shall be $8,250 per mile until further changed by resolution of this body.

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

YES: NO: ABSENT: ABSTAIN:

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

2022
10/7/2022

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	DESCRIPTION	DOLLAR AMOUNT
A	159900					General Fund - Unapproriated Fund Balance	$ (117,000.00)
			D5142	545403		Snow Removal Expense	117,000.00
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES DATE

COUNTY TREASURER DATE

HUMAN RESOURCES DIRECTOR DATE

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

AGENDA# IT-9

RESOLUTION NO.

October 13, 2022

RESOLUTION AUTHORIZING THE EXECUTION OF TWO (2) LEASEHOLD MORTGAGES CONCERNING IMPROVEMENTS TO BE MADE AT THE OSWEGO COUNTY AIRPORT WITH THE OSWEGO COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND THE CENTRAL NEW YORK ENTERPRISE DEVELOPMENT CORPORATION REGARDING A LEASE AS BETWEEN THE COUNTY OF OSWEGO AND GIROUX AERONAUTICAL COMPANY, LLC.

By Legislator Stephen Walpole:

WHEREAS, the County has, heretofore, approved and entered into a lease agreement with Giroux Aeronautical Company, LLC for certain premises at the Oswego County Airport; and

WHEREAS, Giroux Aeronautical Company, LLC plans to expand its aircraft maintenance and repair facility at the Oswego County Airport; and

WHEREAS, Giroux Aeronautical Company, LLC, has sought financing from the County of Oswego IDA and the CNY Enterprise Development Corporation in connection therewith; and

WHEREAS, the county must consent as landlord concerning the leasehold mortgages which will secure the financial assistance to be received by Giroux Aeronautical Company, LLC,

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

RESOLVED, that the Oswego County Legislature hereby consents to the issuance of two leasehold mortgage as concerns the premises covered by the lease as between the County of Oswego and Giroux Aeronautical Company, LLC; and, it is further

RESOLVED, that the Chairman of the Legislature on behalf of County of Oswego, as landlord, be and is hereby authorized to execute the annexed leasehold mortgage agreements and any related documents with County of Oswego Industrial Development Agency and the Central New York Enterprise Development Corporation.

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

YES: NO: ABSENT: ABSTAIN:

LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

by

GIROUX AERONAUTICAL COMPANY, LLC
as Mortgagor

and

COUNTY OF OSWEGO, NEW YORK
as "County/Landlord"

in favor of

CENTRAL NEW YORK ENTERPRISE DEVELOPMENT CORPORATION

as Mortgagee

Dated: October 18, 2022

RECORD AND RETURN TO: Caraccioli Law, PLLC
175 East Seventh Street
Oswego, New York 13126

LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Mortgage") is entered into as of October 18, 2022, by GIROUX AERONAUTICAL COMPANY, LLC, a New York limited liability company, whose address is 53 Airport Drive, Fulton, New York 13069 ("Mortgagor") and the COUNTY OF OSWEGO, a municipal corporation of the State of New York, with its principal office located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126 ("County"), in favor of the CENTRAL NEW YORK ENTERPRISE DEVELOPMENT CORPORATION, a not-for-profit corporation of the State of New York, whose address is 126 N. Salina St, 100 Clinton Square Suite 200, Syracuse, NY 13202, as Administrative Agent and Collateral Agent for the Secured Parties (together with its successors and assigns in such capacity, "Mortgagee").

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Financing Agreement (defined below).

RECITALS

WHEREAS, Mortgagor is the owner of a leasehold interest in the real property described on **Exhibit A** attached hereto and incorporated herein by reference, pursuant to the terms, conditions, and provisions of that certain Oswego County Airport Volney, New York Commercial Aviation Hangar Land Lease more particularly described on **Exhibit B** attached hereto and incorporated herein by reference, between the County (hereinafter sometimes referred to as the "Landlord"), as landlord, and Mortgagor, as tenant (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Lease or Lease Agreement"), and Mortgagor is the tenant of the Leased Premises (as defined below); and

WHEREAS, Mortgagor is required to obtain the consent of the County, by and through its County Highway Superintendent, prior to executing and delivering this Mortgage pursuant to that certain Lease Agreement; and

WHEREAS, this Mortgage is given and made by Mortgagor to Mortgagee as security for (i) the payment of the Obligations and other indebtedness of the Mortgagor to Mortgagee evidenced by the Notes, the Financing Agreement and/or the other Financing Documents, and (ii) the full performance of the terms, conditions, agreements, and covenants of the Mortgagor set forth in the Notes, the Financing Agreement, and/or the other Financing Documents.

WITNESSETH:

Mortgagor and County, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Mortgagee, upon the statutory mortgage condition for breach of which this Mortgage is subject to foreclosure as provided by law, with mortgage covenants and right of entry and possession, all estate, right, title and interest which each of Mortgagor or County now has or may later acquire in the following property:

(a) A leasehold interest in that tract or parcel of land and other real property interests in more particularly described in Exhibit A attached hereto and made a part hereof, together with all of County's and Mortgagor's right, title and interest in, to and under all rights of way, easements, privileges and

appurtenances relating or appertaining to such real estate and all water and water rights, sewer and sewer rights, ditches and ditch rights, minerals, oil and gas rights, royalties, lease or leasehold interests owned by Mortgagor and the County, now or hereafter used in connection with or appurtenant to or related to such real estate, and all interests of Mortgagor and the County now owned or hereafter acquired in and to the leasehold interests as set forth in the Lease Agreement, now or hereafter used in connection with such real estate (collectively, the "Leased Premises");

(b) (i) All of Mortgagor's estate, right, title and interest in, to and under the Lease, as more particularly described in Exhibit B attached hereto and made a part hereof; (ii) all of County's right, title and interest under the Lease Agreement, and (iii) all of Mortgagor's right, title and interest under the Lease Agreement;

(c) All of County's and Mortgagor's estate, right, title and interest in and to: (i) all buildings and improvements of every kind and description now or hereafter erected or placed on the Leased Premises (the "Improvements") and (ii) all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises (as hereinafter defined) immediately upon the delivery thereof to the Leased Premises, and (iii) all "fixtures," as such term is defined in the Uniform Commercial Code as adopted and in effect in the state in which the Leased Premises is located, as amended from time to time (the "Uniform Commercial Code") now or hereafter owned by Mortgagor or County, if any, and located on or attached to and used in connection with the aforesaid Leased Premises and Improvements (collectively, the "Fixtures"), and (iv) all articles of personal property now or hereafter owned by Mortgagor or County and attached to or contained in and used in connection with the aforesaid Leased Premises and Improvements (including all furniture, furnishings, apparatus, machinery, equipment, supplies, fittings, panels, transformers, inverters, racking, inventory, shelving, equipment, machinery, furniture, fixtures, and all other solar power generating facilities, transmission facilities and fixtures and appurtenances thereto), and (v) all renewals or replacements thereof or articles in substitution thereof, in each case to the extent the same are or shall be attached to the Leased Premises and Improvements in any manner (the "Tangible Personalty") and all proceeds of the Tangible Personalty (hereinafter, County's and Mortgagor's right, title and interest in and to the Leased Premises, the Lease, the Improvements, the Tangible Personalty and all other property and interests described above, together with all proceeds thereof, including all casualty insurance proceeds and all condemnation proceeds, being collectively referred to as the "Premises"); and

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to Liens expressly permitted under the Financing Agreement, to Mortgagee and Mortgagee's successors and assigns to secure the Secured Obligations (hereinafter defined) and other obligations herein recited, provided that Mortgagor and County, as applicable, may retain possession thereof until the occurrence of an Event of Default (as defined in Article III); provided that, should (i) the Secured Obligations secured hereby be paid in full, all commitments to advance funds pursuant to the Financing Documents have expired or terminated and Mortgagor fully discharges its Obligations secured hereby and satisfies the obligations in full or (ii) the conditions set forth in the Financing Agreement for the release of this Mortgage be fully satisfied, the lien and security interest of this Mortgage shall cease, terminate and be void and Mortgagee shall promptly cause a release of this Mortgage; and until such obligations are fully satisfied, it shall remain in full force and effect.

As additional collateral and further security for the Secured Obligations, Mortgagor does hereby assign to Mortgagee and grants to Mortgagee a security interest in all of the right, title and the interest of Mortgagor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Premises (the "Intangible Personalty") or any part thereof, and Mortgagor agrees to execute

and deliver to Mortgagee such additional instruments, in form and substance reasonably satisfactory to Mortgagee, as may hereafter be reasonably requested by Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon Mortgagee any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by Mortgagor as licensee, lessee or otherwise, to the extent that such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law); provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such personalty to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

Nothing in this Mortgage is intended to abrogate any agreement in the Lease or the Financing Documents that certain assets are deemed to be personal property, and not fixtures or real property, regardless of the status or manner of affixation or attachment to the Leased Premises. However, if, despite such agreements in the Lease and/or Financing Documents, any such assets are by law deemed to be fixtures or real property, then such assets shall be included within the term "Improvements," "Fixtures" or "Tangible Personalty," as applicable. County and Mortgagor each hereby grants a security interest as to the balance of such party's interest in the Tangible Personalty and the Intangible Personalty, and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of Mortgagee. In that regard, Countyy and Mortgagor each grants to Mortgagee all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

County, Mortgagor and Mortgagee covenant, represent and agree as follows:

ARTICLE I
Secured Obligations

1.1 Secured Obligations. Mortgagee has agreed to provide a Loan to the Mortgagor in an aggregate amount not to exceed SIXTY-EIGHT THOUSAND DOLLARS ($68,000.00) pursuant to the terms of the Financing Agreement. This Mortgage is given to secure the payment and performance of (a) all Obligations; (b) all obligations and liabilities of Mortgagor as set forth in this Mortgage, including (i) the payment of any taxes, charges or assessments which may be imposed by legal requirements upon the Premises, (ii) payments required to maintain the insurance required under this Mortgage, (iii) any actual expenses incurred in maintaining the Premises as described in Section 2.3 herein, (iv) upholding the Security Interest described in Section 2.8 herein, including, but not limited to the expense of any litigation to prosecute or defend the rights and Security Interest created herein, and (v) any amount, cost or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; and (c) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing (all of which whether now existing or hereafter arising, collectively, the "Secured Obligations").

1.2 Future Advances. Without limiting any other provision of this Mortgage, Mortgagee may make future advances under and in accordance with the Financing Agreement and this Mortgage shall also secure repayment of any such future advances made by Mortgagee and the unpaid balances of other advances made following the occurrence and during the continuation of an Event of Default in accordance with Article V, with respect to the Premises, for the payment of taxes, assessments, maintenance, charges, insurance premiums or costs similar or dissimilar incurred for the protection of the Premises or for the lien

of this Mortgage, expenses incurred by Mortgagee, or advances made under a construction loan, if any, to enable the completion of the improvements for which the construction loan was originally made.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the Financing Documents or in any other document, agreement or instrument.

ARTICLE II
Mortgagor's Covenants, Representations and Agreements

2.1 Title to Property. Mortgagor represents and warrants to Mortgagee that, except for the Liens expressly permitted under the Financing Agreement (i) it is seized of a good and valid leasehold interest in the Leased Premises and the estate created by the Lease and has the right to encumber and convey the same, and such leasehold interest is free and clear of all liens and encumbrances; (ii) County is the lawful and rightful owner of the Lease Premises; (iii) Mortgagor has a valid leasehold interest in the Premises pursuant to the Lease Agreement without limitation on the right to convey and encumber, except as contained in the Lease Agreement; (iv) it is the owner of the Tangible Personalty free and clear of all liens and encumbrances and (v) it will warrant and defend the title to such property against the claims of all Persons. As to the balance of the Premises and the Intangible Personalty, Mortgagor represents and warrants that it will defend such property against the claims of all Persons, subject only to the Liens expressly permitted under the Financing Agreement.

2.2 Fees and Expenses. Mortgagor will promptly pay upon demand any and all reasonable and documented out-of-pocket costs and expenses of Mortgagee, including, without limitation, reasonable attorneys' fees actually incurred by Mortgagee, (a) as required under the Financing Documents and (b) following the occurrence and during the continuation of an Event of Default, as necessary to protect the Premises or the Intangible Personalty in accordance with Section 5.5 hereof, or to exercise any rights or remedies under this Mortgage or with respect to the Premises or the Intangible Personalty. All of the foregoing costs and expenses shall be secured hereby.

2.3 Maintenance of Premises. Mortgagor will abstain from and will not permit the commission of any material physical waste in or about the Premises and will maintain, or cause to be maintained, the Premises in reasonable condition and repair, ordinary wear and tear and casualty and obsolescence excepted, all in accordance with the Financing Agreement.

2.4 Releases and Waivers. Mortgagor agrees that no release by Mortgagee of any portion of the Premises or the Intangible Personalty, no subordination of lien, no forbearance on the part of Mortgagee to collect on any Loans, or any part thereof, no waiver of any right granted or remedy available to Mortgagee and no action taken or not taken by Mortgagee shall, except to the extent expressly released, in any way have the effect of releasing Mortgagor from full responsibility to Mortgagee for the complete discharge of each and every of Mortgagor's obligations hereunder.

2.5 Transfer of Premises. Except as otherwise permitted in the Financing Documents, Mortgagor covenants and agrees with Mortgagee that Mortgagor shall not sell, transfer, convey, mortgage, encumber or otherwise dispose of the Premises or the Intangible Personalty or any part thereof or any interest therein during the term of this Mortgage without the prior written consent of Mortgagee and County.

2.6 Compliance with Law. Mortgagor will comply in all material respects with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities in respect of the ownership of the Premises (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls) to the extent required by the Financing Agreement.

2.7 Change in Laws. During the term of this Mortgage, in the event of the passage after the date of this Mortgage of any law of the State of New York or any other governmental entity, changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes, so as to affect the interest of Mortgagee, then and in such event, Mortgagor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Mortgagor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the Loans or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the obligation secured hereunder, or this Mortgage, or otherwise, Mortgagee may, at Mortgagee's option, declare the whole sum secured by this Mortgage, with interest thereon, to be immediately due and payable, or Mortgagee may, at Mortgagee's option, pay that amount or portion of such taxes as renders the Loans or the indebtedness secured hereby unlawful or usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes.

2.8 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement, encumbering each and every item of Fixtures and Tangible Personalty. In furtherance thereof, in order to secure the payment of the Secured Obligations, each of County and Mortgagor hereby grants to Mortgagee a security interest in all of such party's right, title and interest in all Fixtures and Tangible Personalty in compliance with the provisions of the UCC. A financing statement or statements reciting this Mortgage to be a security agreement, affecting all of said Fixtures and Tangible Personalty, may be appropriately filed by Mortgagee. **This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Premises and is to be recorded against title to the Premises with the Oswego County Clerk's Office. The mailing address of County and Mortgagor and the address of Mortgagee from which information concerning the security interest may be obtained are set forth on the first page of this Mortgage.** County and Mortgagor each hereby authorize Mortgagee to file financing statements in any jurisdiction and with any filing office that Mortgagee may determine, in its sole discretion, is necessary or advisable to perfect the security interests granted herein. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein or (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at Mortgagee's sole election. County, Mortgagor and Mortgagee agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anyway derogating from or impairing this declaration and hereby stated intention of County, Mortgagor and Mortgagee that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (aa) the proceeds of any fire or hazard insurance policy or (bb) any award in eminent domain proceedings for a taking or for loss of value or (cc) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anyway altering any of the rights of Mortgagor or Mortgagee as determined by this instrument or impugning the priority of Mortgagee's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of Mortgagee in the event any court shall at any time hold with respect to the foregoing (aa) or (bb) or (cc), that notice of Mortgagee's priority of interest to be effective against a particular class of persons, must be filed in the UCC records, provided, if there is a conflict between the terms of this paragraph and the terms of the other Financing

Documents, the other Financing Documents shall govern.

(b) Mortgagor warrants that the name and address of the "Debtor" (which is Mortgagor) are as set forth in the preamble of this Mortgage, and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Mortgagor warrants that Mortgagor's exact legal name is correctly set forth in the preamble of this Mortgage. Mortgagor warrants that County's exact legal name is correctly set forth in the preamble of this Mortgage. Mortgagor agrees to furnish Mortgagee with notice of any change in the name, identity, corporate structure, state of organization, residence, principal place of business or mailing address of Mortgagor within ten (10) days of the effective date of any such change and Mortgagor will promptly take any action reasonably deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status.

ARTICLE III
Events of Default

An Event of Default shall exist under the terms of this Mortgage upon the existence of an Event of Default under the terms of the Financing Agreement.

ARTICLE IV
Foreclosure

4.1 Acceleration of Secured Obligations; Foreclosure and Other Remedies. Subject to the terms of the Financing Documents, upon the occurrence of any Event of Default, and in addition to all other remedies available to Mortgagee at law or in equity, Mortgagee shall be entitled to invoke, to the extent permitted by applicable law, any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies:

(a) Power of Sale. Mortgagee may, either with or without entry or taking possession of the Premises as provided in this Mortgage or otherwise, personally or by its agents and/or attorneys, and without prejudice to the right to bring an action for foreclosure of this Mortgage, subject to the limitations set out in the County's Lease Agreement with Mortgagor, sell the Premises or any part thereof pursuant to any procedures provided by applicable law in effect on the date foreclosure is commenced at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by such applicable law. The County shall be notified of the name of the bidder/buyer at any sale(s) prior to closing together with the intended use. In the event the successful bidder or buyer at such sale(s) intends a use of the Premises which does not comport with FAA regulations and/or the Airport Plan, the County will notify Mortgagee of same and Mortgagee agrees to find an alternate buyer/bidder.

(b) Action on Secured Obligations. Mortgagee may sue on the Secured Obligations as permitted under applicable law.

(c) Fixtures and Personal Property. With respect to any Fixtures and Tangible Personalty and other personal property subject to a security interest in favor of Mortgagee, Mortgagee may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code. Whether or not such Fixtures, Tangible Personalty or other personal property collateral are located on or within the Leased Premises, Mortgagee may elect in its discretion to exercise its rights and remedies against any or all of the Premises (including but not limited to the Leased Premises) in such order and manner as is now or hereafter permitted by applicable law. Mortgagor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property.

(d) Other Remedies; Remedies Cumulative. Mortgagee may avail itself of any other right or remedy available to it under the terms of this Mortgage, the other Financing Documents or applicable law. The rights and remedies accorded by this Mortgage shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Mortgage or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. No sale or other disposition of all or any part of the Premises pursuant to this Mortgage shall be deemed to relieve Mortgagor of any of Mortgagor's obligations pursuant to the Secured Obligations or any Financing Documents, except to the extent that the proceeds are applied to the payment of such obligations. If the proceeds of a sale, a collection, or other realization of or upon the Property are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, Mortgagor shall remain liable for any deficiency to the fullest extent permitted by law. Mortgagee shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

4.2 County's Right to Enforce. The Mortgagor and Mortgagee understand and agree that the County/Landlord has the independent right to levy and collect taxes and enforce delinquent real property taxes, special assessments and ad valorem assessments upon the Premises. Should the Mortgagor become delinquent in the timely payment of real property taxes, nothing herein shall be viewed as a limitation on the County's ability to foreclose and enforce delinquent tax liens as provided for by law.

ARTICLE V
Additional Rights and Remedies of Mortgagee

5.1 Additional Rights Upon an Event of Default. Subject to the terms of the Financing Documents, upon the occurrence and during the continuance of an Event of Default, Mortgagee, immediately and without additional notice and without liability therefor to Mortgagor, except for liability resulting from the gross negligence, willful misconduct or unlawful conduct of Mortgagee or any party acting on behalf of Mortgagee, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (b) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (c) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage, or to aid the execution of any power herein granted; and (d) generally, supervise, manage, and contract with reference to the Premises as if Mortgagee were equitable owner of the Premises. Mortgagor also agrees that any of the foregoing rights and remedies of Mortgagee may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and Mortgagee may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured or waived by Mortgagee, until foreclosure and the conveyance of the Premises to the high bidder or until the Financing Agreement is no longer in effect or the Secured Obligations are otherwise satisfied or paid in full.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall be entitled, without additional notice and without regard to the adequacy of any security for the Secured Obligations secured hereby, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Secured Obligations and secured hereby. The receiver shall have all the rights and powers provided for under the

laws of the state in which the Premises are located, including the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises, possession, control, management and operation of the Premises, and sale of the Premises. All costs and expenses (including reasonable receiver's fees, reasonable attorneys' fees and costs actually incurred in connection with the receiver) shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, Mortgagee or other custodian, Mortgagee shall be entitled to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of this Mortgage to Mortgagee to the fullest extent permitted by law.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of Mortgagee stated anywhere in any of the Notes, this Mortgage, the Financing Agreement or any of the other Financing Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, any of the Notes, the Financing Agreement or any of the other Financing Documents are cumulative and may, at the election of Mortgagee, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event, upon the occurrence and during the continuance of an Event of Default, there is a foreclosure sale hereunder and at the time of such sale, Mortgagor or Mortgagor's heirs, devises, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Protection of Premises. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, the Financing Agreement or any of the other Financing Documents, and such failure continues beyond any applicable grace, notice and cure periods, except in the case of an emergency in which event Mortgagee may act immediately, then, following the occurrence and during the continuation of an Event of Default, Mortgagee may take such actions, including disbursements of such sums, as Mortgagee in its sole discretion deems necessary to protect Mortgagee's interest in the Premises. Mortgagor will reimburse Mortgagee within thirty (30) days of demand for any sums of money paid by Mortgagee pursuant to this Section, together with interest on each such payment at the Default Rate, and all such sums and interest thereon shall be secured hereby.

ARTICLE VI
General Conditions

6.1 Binding Effect; No Third Party Beneficiary. The covenants, conditions, waivers, releases and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Mortgage cannot be assigned by Mortgagor without the prior written consent of Mortgagee, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Mortgagee. Mortgagor and Mortgagee acknowledge that this Mortgage is made solely for the benefit of the parties hereto and no third party should or may assume that any third-party beneficiary rights are extended or created hereby.

6.2 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and permitted assigns. The term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. Any use in this Mortgage of any form of the verb "to include" means the word stated but not limited to.

6.3 Notices. The method and effectiveness of delivery of all notices, requests and other communications which relate to this Mortgage shall be governed by the terms of the Financing Documents, except that, in the case of County, at the address set forth on the first page of this Agreement, or such other address in the continental United States as County may designate by notice to the other parties.

6.4 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.5 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.6 Conflicting Terms. In the event the terms and conditions of this Mortgage conflict with the terms and conditions of the Financing Documents, the terms and conditions of the Financing Documents shall control and supersede the provisions of this Mortgage with respect to such conflicts.

6.7 Law Governing; Consent to Jurisdiction. **THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO NEW YORK'S CONFLICT OF LAW PROVISIONS), IT BEING UNDERSTOOD THAT THE LAW OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS RELATING TO THIS MORTGAGE AND THE OTHER FINANCING DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE OR THE OTHER SECURITY DOCUMENTS.**

ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST MORTGAGOR OR MORTGAGEE ARISING OUT OF OR RELATING TO THIS MORTGAGE MAY, AT MORTGAGEE'S OPTION, BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE STATE OF NEW YORK, COUNTY OF OSWEGO, AND MORTGAGOR HEREBY WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

6.8 Statement Pursuant to §13 of the New York Lien Law. To the extent applicable, Mortgagor will, in compliance with Section 13 of the New York Lien Law, receive the advances secured hereby and

will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the Improvements and will apply the same first to the payment of the cost of the Improvements before using any part of the total of the same for any other purpose.

6.9 Statement Pursuant to §253-1a of New York State Tax Law. This Mortgage does not cover property improved by one or more structures containing in the aggregate more than six (6) residential dwelling units, each having their own separate cooking facilities.

6.10 Statement Pursuant to §254 of New York Real Property Law. The covenants and conditions contained herein shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of Section 254 of the Real Property Law of the State of New York. In the event of any conflict between the provision of this Mortgage and the provisions of Section 254 of the Real Property Law, the provisions of this Mortgage shall control.

Sections 254, 271, 272, and 291-f of New York Real Property Law. All covenants of Mortgagor herein contained shall be construed as affording to Mortgagee rights additional to and not exclusive of the rights conferred under the provisions of Sections 254, 271, 272, and 291-f of the Real Property Law of New York.

Multiple Mortgages. Mortgagor acknowledges that this Mortgage is one of a number of mortgages, deeds of trust and/or deeds to secure debt (the "Other Mortgages") and security documents that secure the Secured Obligations. The lien and security interest of this Mortgage shall not be impaired by any acceptance by Mortgagee of the Other Mortgages or any other security for or guaranties of the Secured Obligations or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any portion of the Secured Indebtedness or any security therefor including the Other Mortgages and other security documents or any guaranty thereof. The lien and security interest of this Mortgage shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of the Secured Indebtedness or of any of the security therefor including the Other Mortgages and other security documents or any guaranty thereof, and Mortgagee may at its discretion exercise any right, power or remedy available to it under any or all of the Other Mortgages and other security documents without first exercising or enforcing any of its rights, powers and remedies hereunder. The exercise of Mortgagee's rights, powers and remedies under any or all of the Other Mortgages and other security documents shall not in any manner impair the Secured Obligations or the lien and security interest of this Mortgage, and any exercise of the rights, powers or remedies of Mortgagee hereunder shall not impair the lien or security interest of any of the Other Mortgages and other security documents or any of Mortgagee's rights, powers and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other security documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

6.11 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF MORTGAGOR AND MORTGAGEE SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER FINANCING DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN MORTGAGEE AND MORTGAGOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER FINANCING DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER FINANCING DOCUMENTS.

(b) THIS MORTGAGE AND THE OTHER FINANCING DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE

OR THE OTHER FINANCING DOCUMENTS. THIS MORTGAGE MAY NOT BE SUPPLEMENTED, EXTENDED, MODIFIED OR TERMINATED EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF ANY WAIVER, CHANGE, MODIFICATION OR DISCHARGE IS SOUGHT.

(c) THIS WRITTEN MORTGAGE AND THE OTHER FINANCING DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.12 WAIVER OF JURY TRIAL. MORTGAGEE, COUNTY AND MORTGAGOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY MORTGAGEE, COUNTY AND MORTGAGOR, AND MORTGAGEE, COUNTY AND MORTGAGOR ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. MORTGAGEE, COUNTY AND MORTGAGOR FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

ARTICLE VII
Lease Provisions

7.1 Generally. Mortgagor will timely perform and observe in all material respects the covenants, agreements, obligations and conditions required to be performed or observed by the tenant under the Lease, and do all things necessary to preserve and keep unimpaired its rights thereunder. Mortgagor agrees that Mortgagee may (but shall not be obligated to), after the occurrence of and during the continuation of an Event of Default, take any action on behalf of Mortgagor to make or cause to be kept, observed or performed any such terms, covenants, provisions or agreements and to enter upon the Premises and take all such action thereof as may be reasonably necessary therefor, to the end that the rights of Mortgagor under the Lease shall be kept unimpaired and free from default, and all money so expended by Mortgagee, with interest thereon at the Default Rate from the date of demand by Mortgagee to Mortgagor for payment of such expenditure until such payment is made, shall be paid by Mortgagor to Mortgagee promptly upon written demand by Mortgagee and shall be added to the Secured Obligations, and Mortgagee shall have, in addition to any other remedy of Mortgagee, the same rights and remedies in the event of non-payment of any such sum by Mortgagor as in the case of a default by Mortgagor in the payment of any sums due under any Financing Documents. Whenever used in this Article VII, "Landlord" shall mean the Landlord (County), as defined in the Financing Agreement, with respect to the Lease at the time in question.

7.2 No Release. No release or forbearance of any of Mortgagor's obligations under the Lease, pursuant to the Lease or otherwise, shall release Mortgagor from any of its obligations under this Mortgage, including its obligation with respect to the payment of rent or other amounts as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Lease, to be kept, performed and complied with by the tenant therein.

7.3 No Alteration or Surrender. Without Mortgagee's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed, Mortgagor shall not (a) surrender, cancel or terminate (other than in connection with an expiration of the term thereof) the Lease (or any estate, interest and rights possessed by it pursuant thereto), or (b) modify, change or supplement or amend the Lease. As further security for the payment and performance of the Secured Obligations, Mortgagor hereby assigns to Mortgagee all of its rights, privileges and prerogatives as tenant under the Lease to surrender, cancel, terminate, modify, change, supplement, assign, alter or amend the Lease, or to exercise any purchase or renewal option contained therein; provided, however, that so long as no Event of Default has occurred and is continuing, Mortgagee shall have no right to surrender, cancel, terminate, modify, change, supplement, assign, alter or amend the Lease, or to exercise any purchase or renewal option contained therein. Upon the occurrence and during the continuation of an Event of Default, Mortgagor shall not make any election or give any consent or approval (other than the exercise of a renewal right or extension right pursuant to the terms of the Lease) for which a right to do so is conferred upon Mortgagor as lessee under the Lease, without Mortgagee's express prior written discretionary consent. In case of any Event of Default that is continuing, so long as such Event of Default is continuing, all such rights, together with the right of termination, cancellation, modification, change, supplement, alteration or amendment of the Lease, all of which have been assigned for collateral purpose to Mortgagee, shall vest in and be exercisable solely by Mortgagee. Reference is hereby made to Section 291-f of the Real Property Law of the State of New York for the purpose of obtaining for Mortgagee the benefits provided thereunder. For the avoidance of doubt, in connection with any non-residential Leases having an unexpired term of five (5) years or longer from the date of this Mortgage, Mortgagee shall have, against the lessee under each Lease, all the rights set forth in Section 291-f of the Real Property Law of the State of New York, as amended from time to time. Mortgagor shall promptly deliver the written notices described in said Section 291-f to all present lessees under the Leases.

7.4 Notices. Upon the occurrence and during the continuation of an Event of Default, Mortgagor shall give to Mortgagee copies of all material notices that Mortgagor gives to the Landlord, contemporaneously with Mortgagor giving such notices to the Landlord. Upon the occurrence and during the continuation of an Event of Default, Mortgagor shall give to Mortgagee copies of all material notices received by Mortgagor from the Landlord, including any notice of any proceeding or other action commenced or pending by or against Landlord under any federal or state bankruptcy law, together with any and all pleadings filed by Mortgagor or the Landlord in any such proceeding or other action, promptly after receipt thereof by Mortgagor.

7.5 Covenants Regarding Lease and Premises. Mortgagor hereby covenants with respect to the Lease and the Premises as follows:

(a) Mortgagor shall use the Premises only for the development, construction, ownership and operation of the Project that is owned by Mortgagor (the "Permitted Use"), and for no other use without the prior written consent of Mortgagee and County which consent shall not be unreasonably withheld, conditioned or delayed. Mortgagor represents and warrants to Mortgagee that this Mortgage is given for, and the Premises shall be used for, a business or commercial purpose and not for residential, household or family purposes.

(b) Mortgagor shall, promptly after obtaining knowledge thereof, notify Mortgagee of any material defaults under the Lease. Mortgagor shall, promptly after Mortgagor's receipt or delivery thereof, as applicable, deliver to Mortgagee copies of: (A) any written notice of default under the Lease received by Mortgagor from the Landlord, (B) any written notice of material default under the Lease delivered by Mortgagor to the Landlord, and (C) any written notice from the Landlord of its intention to terminate the Lease or to re-enter and take possession of the Leased Premises.

(c) Mortgagor shall promptly furnish to Mortgagee upon request copies of such information and evidence as Mortgagee may reasonably request concerning Mortgagor's due observance, performance and compliance with the terms, covenants and conditions of the Lease.

(d) Upon the occurrence and during the continuation of an Event of Default, Mortgagor, at its sole cost and expense, shall execute and deliver to Mortgagee, within ten (10) Business Days after written request by Mortgagee, such documents, instruments or agreements as may be requested by Mortgagee to permit Mortgagee to cure any default by Mortgagor under the Lease.

(e) Mortgagor shall cause the Premises to be maintained in good operating condition in accordance with the Financing Documents. Mortgagor shall not initiate, join in, acquiesce in, or consent to any change in any zoning law or other public restriction limiting or defining the uses which may be made of the Premises or any part thereof without the express prior written consent of Mortgagee which consent shall not be unreasonably withheld, conditioned or delayed. If, under applicable zoning laws, all or any material portion of the Premises is or shall become non-conforming, Mortgagor shall not cause or permit any such nonconforming use to be discontinued or the use of any such nonconforming Improvement to be discontinued or abandoned without the express prior written consent of Mortgagee which consent shall not be unreasonably withheld, conditioned or delayed.

7.6 Liens Upon Fee. If any Lien, other than the Liens expressly permitted under the Financing Agreement, now or hereafter exists upon the fee title of and in the Leased Premises that would materially impair Mortgagor's rights under the Lease, then Mortgagor shall take such actions as shall be reasonably necessary to preserve and protect: (a) its leasehold estate in the Leased Premises from loss by reason of sale under or foreclosure of any such Lien; and (b) its title to and possession of the Leased Premises so that this Mortgage continues to be a first and prior Lien on Mortgagor's leasehold estate in all of the Leased Premises, subject only to the Liens expressly permitted under the Financing Agreement. Mortgagor shall not subordinate or consent to the subordination of its interests under the Lease to any Lien, whether now existing or hereafter created, other than the Liens expressly permitted under the Financing Agreement, without the prior written consent of Mortgagee which consent shall not be unreasonably withheld, conditioned or delayed.

7.7 Representations and Warranties. Mortgagor hereby represents and warrants to Mortgagee with respect to the Lease and the Premises, as of the date of this Mortgage, that (a) the Lease is in full force and effect and has not been modified or amended in any manner whatsoever or, if the Lease has been amended or modified, copies thereof have been delivered to Mortgagee, (b) there are no material defaults by Mortgagor under the Lease and, to Mortgagor's knowledge, no event has occurred that, but for the passage of time or the giving of notice, or both, would constitute a material default under the Lease, (c) all rents, additional rents and other sums due and payable under the Lease have been paid in full, (d) neither Mortgagor nor the Landlord, to Mortgagor's knowledge, has commenced any action or given or received any notice for the purpose of terminating the Lease, and (e) the Premises is free from damage caused by fire or other casualty.

7.8 Curing of Defaults by Mortgagee. In the event of default beyond any applicable notice, grace and/or cure periods by Mortgagor in the performance of any of its obligations under the Lease, including any default in the payment of any sums payable thereunder, then, in each and every such case, Mortgagee may, at its option, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Mortgagor thereunder in the name of and on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee the absolute and immediate right to enter in and upon the Premises or any part thereof to such extent and as often as Mortgagee, in its reasonable discretion, deems necessary or desirable in order to cure any such default with respect to the Lease. Mortgagor shall, promptly following receipt of written demand, reimburse Mortgagee for all advances made and out of pocket expenses incurred

by Mortgagee in curing any such default (including reasonable attorneys' fees and disbursements), together with interest thereon computed at the Default Rate from the date of such demand for reimbursement until the date the same is paid to Mortgagee.

7.9 Exculpation of Mortgagee. Anything contained herein to the contrary notwithstanding, Mortgagee shall have no liability or obligation under the Lease by reason of its acceptance of this Mortgage. Mortgagee shall be liable for the obligations of Mortgagor arising under the Lease for only that period of time, if any, during which Mortgagee is in exclusive possession of the Leased Premises, or after which Mortgagee has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's rights, title and interest therein.

7.10 Actions or Proceedings. If any action or proceeding shall be instituted to evict Mortgagor or to recover possession of the Leased Premises or any part thereof or interest therein or any action or proceeding otherwise affecting the Lease or this Mortgage shall be instituted, then Mortgagor will, promptly upon service thereof on or to Mortgagor, deliver to Mortgagee a true and complete copy of each petition, summons, complaint, notice of motion and order to show cause and of all other provisions, pleadings and papers, however designated, served in any such action or proceeding.

7.11 No Merger. Unless Mortgagee shall otherwise consent or is granted a Mortgage on such merged estate, the fee title and the leasehold estate in the Leased Premises shall not merge but shall always be kept separate and distinct.

7.12 Bankruptcy of Mortgagor.

(a) Mortgagor hereby assigns to Mortgagee, as security for the Secured Obligations, Mortgagor's right to reject the Lease under Section 365 of Title 11 of the United States Code or any comparable federal or state statute or law with respect to any case, proceeding or other action commenced by or against Mortgagor under any federal or state bankruptcy law or comparable federal or state statute or law, provided that Mortgagee shall not exercise such right unless an Event of Default shall have occurred and be continuing. Further, if Mortgagor shall desire to so reject the Lease under Section 365 of Title 11 of the United States Code or any comparable federal or state statute or law, at Mortgagee's request, Mortgagor shall assign its interest in the Lease to Mortgagee in lieu of rejecting the Lease as described above, upon receipt by Mortgagor of written notice from Mortgagee of such request together with Mortgagee's agreement to cure any existing defaults of Mortgagor under the Lease.

(b) Mortgagor hereby assigns to Mortgagee, as security for the Secured Obligations, Mortgagor's right to seek an extension of the period within which Mortgagor must accept or reject the Lease under Section 365 of Title 11 of the United States Code or any comparable federal or state statute or law with respect to any case, or state statute or law, provided that Mortgagee shall not exercise such right, and shall permit Mortgagor to exercise such right without the prior written consent of Mortgagee, unless an Event of Default shall have occurred and be continuing.

ARTICLE VIII
County Lease Provisions

8.1 Mortgagor has delivered to Mortgagee a true, correct and complete copy of the Lease Agreement, together with all amendments, supplements, modifications, assignments or transfers thereto, if any, and Mortgagor represents that the Lease Agreement has not been amended, supplemented, modified, assigned or transferred. Mortgagor further represents that County holds the sole leasehold estate in the Lease, subject to no subleases, other than County Lease.

8.2 Mortgagor shall not do any act which would destroy or materially impair the benefits to Mortgagee with respect to the County Lease, and without limiting the generality of the foregoing, Mortgagor agrees, subject to Mortgagor's rights of offset (if any) under the County Lease: (i) to perform promptly all obligations, agreements, covenants, terms and conditions imposed upon or assumed by it under the County Lease; (ii) not to take any action or omit to take any action which would affect or permit the termination of the County Lease; and (iii) to pay, when due, all basic rent and all other payments and charges under the County Lease. Mortgagor agrees to perform all other obligations and agreements under the County Lease, and Mortgagor agrees not to take any action or omit to take any action which would affect or permit the termination of said Lease.

8.3 Mortgagor, as may be applicable, shall not, without the prior written consent of Mortgagee: (i) surrender Mortgagor's leasehold estate and interest under the County Lease; (ii) terminate or cancel the County Lease; or (iii) except for the County Lease, sublease, assign or transfer all or any portion of County's subleasehold estate and interest under the County Lease. Mortgagor shall not, without the prior written consent of Mortgagee, modify, change, supplement, alter or amend the County Lease, either orally or in writing. Mortgagor shall not, without the prior written consent of Mortgagee, modify, change, supplement, alter or amend the County Lease, either orally or in writing. Consent to one modification, change, supplement, alteration, amendment or sublease shall not be deemed to be a waiver of the right to require consent to other, future or successive modifications, changes, supplements, alterations, amendments, subleases, assignments or transfers. Mortgagor shall promptly deliver to Mortgagee a true, correct and complete copy of any modification, change, supplement, alteration or amendment to the County Lease. Notwithstanding any of the foregoing to the contrary, but subject to Mortgagee's rights hereunder and under the County Lease, Mortgagee hereby expressly acknowledges County's right under the County Lease to terminate the County Lease in accordance with its terms.

8.4 Mortgagor shall give immediate notice to Mortgagee of (x) any notice of default or of the exercise of any remedies relating to defaults or breach of the Company Lease, and (y) the sending to Mortgagor of any notice of default or the exercise by it of any remedies relating to defaults or breach of the County Lease, and shall deliver copies of any and all such notices to Mortgagee within five (5) Business Days after the receipt thereof. Mortgagor also shall furnish to Mortgagee any and all information that Mortgagee may reasonably request concerning Mortgagor's performance under the County Lease.

8.5 Mortgagee shall be entitled to take all actions necessary to cure any default by Mortgagor under the County Lease within the time provided by the terms of the County Lease for such purpose. Upon receipt by Mortgagee of any written notice of default by Mortgagor under the County Lease, Mortgagee may rely thereon and take any action to cure such default, subject to the terms of the County Lease and even though the existence of such default or the nature thereof is questioned or denied by County, Mortgagor, as may be applicable, or by any other party. Subject to the terms of the County Lease, County and Mortgagor hereby expressly grant to Mortgagee and agree that Mortgagee shall have, the absolute and immediate right to enter in and upon the Premises or any part thereof to such extent and as often as Mortgagee, in its reasonable discretion, deems necessary or desirable in order to prevent or to cure any such default with respect to the County Lease. Mortgagee may pay and expend such sums of money as Mortgagee in its discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee within five (5) days after demand, all such sums so paid and expended by Mortgagee, together with interest thereon. All sums so paid and expended by Mortgagee and the interest thereon shall be added to and be secured by the lien of this Mortgage.

8.6 No release or forbearance of any of Mortgagor's obligations under the County Lease, pursuant to the County Lease or otherwise, shall release Mortgagor from any obligations under this Mortgage, including release from the obligations with respect to the payment of rent as provided for in the County Lease, respectively, and the performance of any of the terms, provisions, covenants, conditions and

agreements contained in the County Lease, respectively, to be kept, performed and complied with by County and Mortgagor, respectively, as provided therein.

8.7 Effective upon the occurrence and during the continuance of an Event of Default, Mortgagor hereby constitutes and appoints Mortgagee as its true and lawful attorney-in-fact, coupled with an interest, empowered and authorized in the name, place and stead of Mortgagee to exercise all of its rights under the County Lease, as may be applicable. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns, so long as any indebtedness remains unpaid or undischarged.

8.8 Mortgagor acknowledges that pursuant to Section 365 of the of the Bankruptcy Reform Act of 1978 (as the same may be amended or recodified from time to time, called the "Bankruptcy Reform Act") it is possible that a trustee in bankruptcy of Mortgagor, or Mortgagor as a debtor-in-possession, could reject the County Lease, in which case Mortgagor, as tenant, would have the election described in Section 365(h) of the Bankruptcy Reform Act (which election, as it may be amended, revised or recodified from time to time, and together with any comparable right under any other state or federal law relating to bankruptcy, reorganization or other relief for debtors, whether now or hereafter in effect, is called the "Election") to treat the County Lease as terminated by such rejection or, in the alternative, to remain in possession for the balance of the term of the County Lease and any renewal or extension thereof that is enforceable by the tenant under applicable non-bankruptcy law.

(a) Mortgagor agrees not to terminate or permit termination of the County Lease by exercise of the Election without the prior written consent of Mortgagee. Mortgagor acknowledges that because the County Lease is a significant part of Mortgagee's security for the obligations secured under this Mortgage, Mortgagee does not anticipate that it would consent to termination of the County Lease and shall not under any circumstances be obliged to give such consent;

(b) Mortgagor assigns the Election to Mortgagee under this Mortgage. Mortgagor acknowledges and agrees that this assignment of the Election is one of the rights which Mortgagee may use at any time in order to protect and preserve the other rights and interests of Mortgagee under this Mortgage, since exercise of the Election in favor of terminating the County Lease would constitute waste hereunder;

(c) Mortgagor acknowledges and agrees that the Election is in the nature of a remedy and is not a property interest which Mortgagor can separate from the County Lease. Therefore, Mortgagor agrees that exercise of the Election in favor of preserving the right to possession under the County Lease shall not be deemed to constitute a taking or sale of the subject property by Mortgagee and shall not entitle Mortgagor to any credit against the obligations secured by this Mortgage; and

(d) Mortgagor further acknowledges and agrees that if the Election is exercised in favor of Mortgagor remaining in possession, then Mortgagor's resulting right under the County Lease to possession and use of (and rents and profits from) the real property described in Exhibit A, as adjusted by the effect of Section 365 of the Bankruptcy Reform Act, shall be part of the Premises and shall be subject to the lien created by this Mortgage. However, Mortgagor acknowledges and agrees that the right under the County Lease to possession and use of the real property described in Exhibit A as so adjusted is not equivalent to the subleasehold interest which is the subject property at the time of execution of this Mortgage. Therefore, Mortgagor agrees that rejection of the County Lease under the Bankruptcy Reform Act by a trustee in bankruptcy of Mortgagor or by Mortgagor as a debtor-in-possession shall constitute a default under this Mortgage and shall entitle Mortgagee to all rights and remedies under this Mortgage.

ARTICLE IX
County Provisions

9.1 In accordance with the provisions set forth in the County Lease, County hereby consents to the lien and encumbrance of this Mortgage on the Premises, which constitute the mortgaged Premises.

9.2 County represents and warrants only that it has the power to enter into and perform this Mortgage, to create, pledge and grant the mortgage, pledge, assignment and security interest in the Premises as provided herein and to own its property and assets, has duly authorized the execution and delivery of this Mortgage by proper governing board (County Legislature) action, and neither this Mortgage, the authorization, execution, delivery and performance thereof, the performance of the agreements therein contained nor the consummation of the transactions therein contemplated will violate any provision of law, any order of any court or resolution of the County Legislature or any agreement, indenture or other instrument to which the County is a party or by which it or any of its property is subject or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any indenture, agreement or other instrument or any provision of its by-laws or any other requirement of law. This Mortgage constitutes the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium or insolvency or other laws affecting creditors' rights generally and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

9.3 With respect to the County, it is agreed that the County and its officers, members, employees, attorneys, servants, agents (other than Mortgagor) and directors shall have no personal liability under this Mortgage, nor in their capacity as officers, members, employees, attorneys, servants, agents and directors. County has executed this Mortgage to subject its interest in the Premises to the lien of this Mortgage; however, Mortgagee shall have no recourse against the County but shall have recourse only against the Premises and Mortgagor. No provision, covenant or agreement contained in this Mortgage or any obligations herein imposed upon the County or the breach thereof shall constitute or give rise to or impose upon the County a pecuniary liability or a charge upon its general credit. In making the agreements, provisions and covenants set forth in this Mortgage, the County has not obligated itself except with respect to the Premises. All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and not of any member, director, officer, employee, attorney, servant or agent (other than Mortgagor) of the County in his or its individual capacity, and no recourse shall be had for the payment of the Secured Obligations or any of the obligations or for any claim based thereon or hereunder against any member, director, officer, employee, attorney, servant or agent (other than Mortgagor) of the County or any natural person executing this Mortgage. No covenant herein contained shall be deemed to constitute a debt of the State of New York or of the County of Oswego and neither the State of New York nor the County of Oswego shall be liable on any covenant herein contained, nor shall the obligations secured by this Mortgage be payable out of any funds of the County other than those expressly pledged therefor.

9.4 The County is executing this Mortgage in order to mortgage and grant a security interest to Mortgagee in all of the County's leasehold interest in the Premises and the County's right, title and interest in and to the County Lease, except the County's rights to receive payment under or enforce the obligations of Mortgagor.

9.5 The County is not obligated and shall not be liable to any extent for the representations and covenants of Mortgagor made in or contained in this Mortgage.

9.6 A copy of any notice, request, demand, statement, authorization, approval or consent given by Mortgagor or Mortgagee in connection with this Mortgage shall be simultaneously delivered to the County at its offices at Oswego County Office Building, 34 East Bridge Street, Oswego, New York 13126, Attention: Chief Executive Officer, with a copy to the Oswego County Attorney, Oswego County Office Building, 34 East Bridge Street, Oswego, New York 13126.

9.8 This Mortgage cannot be changed, amended, modified, or revised in any manner whatsoever, except by an instrument in writing duly executed by all of the parties to this Mortgage. Nothing in this Mortgage shall be deemed to amend any of the terms of the County Lease or any other document, instrument or agreement between Mortgagor and the County as between Mortgagor and the County.

9.9 Mortgagor directs the County to execute and deliver this Mortgage to Mortgagee and further agrees to indemnify, defend (with counsel selected by the County) and hold harmless the County (and its members, officers, directors, agents, attorneys, servants and employees) from all loss, cost or damage (including legal fees and expenses) in connection with the execution, delivery, recording, performing and enforcement of this Mortgage.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Mortgagor has each executed this Mortgage as of the above written date.

MORTGAGOR:

GIROUX AERONAUTICAL COMPANY, LLC,
a New York limited liability company

By:_____
Name: Luke D. Giroux
Title: Managing Member

STATE OF NEW YORK)
COUNTY OF OSWEGO) ____ *SS.:*

On the____ day of October in the year 2022, before me, the undersigned, personally appeared LUKE D. GIROUX, 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

IN WITNESS WHEREOF, the County has each executed this Mortgage as of the above written date.

COUNTY:

COUNTY OF OSWEGO

By:_____
Name: James Weatherup
Title: Chairman of the Legislature

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

On the____ day of September in the year 2022, before me, the undersigned, personally appeared JAMES WEATHERUP, 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

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

COUNTY LEASE

(Attached)

AGENDA# FP-1

RESOLUTION NO.

October 13, 2022

RESOLUTION AMENDING THE SEXUAL HARASSMENT POLICY FOR THE COUNTY OF OSWEGO

By Legislator John Martino:

WHEREAS, the County of Oswego presently has a policy prohibiting sexual harassment; and

WHEREAS, the State of New York adopted significant changes in state law to prevent sexual harassment in the workplace; and

WHEREAS, in July of 2022 New York State amended Article 15, Section 295, of Executive Law, otherwise known as New York State Human Rights Law, by adding a new subdivision 18 and released a revised model policy and guidance for all employers; and

WHEREAS, the County of Oswego wishes to amend its current sexual harassment policy to conform with the changes to law and generally, the most recent model policy and guidelines promulgated by the State,

NOW, THEREFORE, upon recommendation of the Finance & Personnel Committee of this body, it is hereby,

RESOLVED, that the county's current sexual harassment policy be, and is hereby amended to conform with the annexed policy, and it is further

RESOLVED, that the amended policy shall take effect immediately.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
HUMAN RESOURCES DEPARTMENT

Julie A. Bell
Director of Human Resources

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
(315) 349-8209 • Fax: (315) 349-8254
www.oswegocounty.com

INFORMATIONAL MEMORANDUM

Subject: Request authorization to amend the current Sexual Harassment Policy for the County of Oswego.

Purpose: To be in compliance with the State of New York updated/revised model policy and guidance for all employers.

Summary: The State of New York updated/revised their model policy and guidance for all employers amending/adding language to include adding a confidential hotline for free legal counseling and to file complaints with the Department of Human Rights.

Recommended To authorize the proposed amendment to the county's current sexual harassment policy.

Fiscal Impact: There will be no fiscal impact.

SUBJECT: Sexual Harassment

EFFECTIVE: September 13, 2018
Revised 9/10/2020, 10/13/2022

Introduction

Oswego County is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. Oswego County has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Oswego County's commitment to a discrimination-free work environment.

Sexual harassment is against the law.[1] All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with Oswego County, or with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. Oswego County's Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with Oswego County.

2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.

3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. Oswego County has a zero-tolerance policy for such retaliation against anyone who, in good faith complains or provides information about suspected sexual harassment. Any employee of Oswego County who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, paid or unpaid intern, or non-employee working in the workplace who believes they have been subject to such retaliation should inform a supervisor, manager, or the Director of Human Resources. Any employee, paid or unpaid intern or non-employee[2] who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.

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[1] While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity or expression, familial status, predisposing genetic characteristics, and criminal history.

[2] 2 A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and subjects Oswego County to liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.

5. Oswego County will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. Oswego County will provide all employees a complaint form for employees to report harassment and file complaints.

7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Director of Human Resources.

8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be posted prominently in all work locations and be provided to employees upon hiring. The policy shall also be provided upon request.

What is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should complain so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
    - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.

- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.

- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

- Sex stereotyping; sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or not during work hours.

What is "Retaliation"?

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g. threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and where applicable, local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- complained or reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment. Making intentionally false claims or charges of harassment may subject an employee to disciplinary charges.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. Oswego County cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or the Director of Human

Resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Director of Human Resources.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form.

Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a victim of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the Director of Human Resources.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint And Investigation Of Sexual Harassment

All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commencing and being completed as soon as possible, and no later than 30 days after filing with the Director of Human Resources. The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Employees who file complaints, support each other individual's complaint or participate in any investigation regarding a violation of this policy will not be retaliated against and Oswego County will not tolerate such retaliation.

Investigations will be done in accordance with the following steps:

- Upon receipt of complaint, Director of Human Resources will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If complaint is oral, encourage the individual to complete the "Complaint Form" in writing. If he, she or they refuse, prepare a Complaint Form based on the oral reporting.

- If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
    - A list of all documents reviewed, along with a detailed summary of relevant documents;
    - A list of names of those interviewed, along with a detailed summary of their statements;
    - A timeline of events;
    - A summary of prior relevant incidents, reported or unreported; and
    - The final resolution of the complaint, together with any corrective actions.
- Keep the written documentation and associated documents in the employer's records.
- Promptly notify the individual who complained and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who complained of their right to file a complaint or charge externally as outlined below.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by Oswego County but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at Oswego County, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment in employment, and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court.

Complaints with DHR may be filed any time within three (3) years of the sexual harassment in employment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three (3) years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

New York employees may now call a confidential hotline at (800) 427-2773 to receive free legal counseling regarding any complaint of workplace sexual harassment or to submit a complaint regarding such harassment. The hotline will operate during regular business hours and will be staffed by a team of *pro bono* attorneys from the New York State Division of Human Rights.

Complaining internally to Oswego County does not extend your time to file with DHR or in court. The three (3) years is counted from date of the most recent incident of sexual harassment in employment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she/they has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at infor@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

FORM: Oswego County Sexual Harassment Complaint Form

OSWEGO COUNTY
SEXUAL HARASSMENT
COMPLAINT FORM

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the Director of Human Resources, Oswego County Legislative Office Building, 46 East Bridge Street, Oswego, NY 13126 in person, by U.S. Mail, by fax: 315-349-8254 or you may call 315-349-8209 for the appropriate e-mail address to submit same. Once you submit this form, your employer must follow its sexual harassment prevention policy and investigate any claims.

If you are more comfortable reporting verbally or in another manner, your employer is still required to follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/combatting-sexual-harassment

COMPLAINANT INFORMATION

Name:_____ Date:_____

Home Address:_____ Work Address:_____

Home Phone:_____ Work Phone:_____

Job Title:_____ Email:_____

Select Preferred Communication Method:_____

SUPERVISORY INFORMATION

Immediate Supervisor's Name:_____

Title:_____

Work Phone:_____ Work Address:_____

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against:

Name: _____Title:_____

Work Address:_____Work Phone:_____

Relationship to you: ____Supervisor ____Subordinate ____Co-Worker ____Other

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) and locations sexual harassment occurred:_____
_____

Is the sexual harassment continuing? ____Yes ____No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last two questions are optional, but may help facilitate the investigation.

5. Have you previously complained or provided information (verbal or written) about sexual harassment at Oswego County? If yes, when and to whom did you complain or provide information?

Employees that file complaints with their employer might have the ability to get help or file claims with other entities including federal, state or local government agencies or in certain courts.

6. Have you filed, a claim regarding this complaint with a federal, state or local government agency?____Yes ____No

Have you instituted a legal suit or court action regarding this complaint? ____Yes ____No

Have you hired an attorney with respect to this complaint? ____Yes ____No

I request that County of Oswego investigate this complaint of sexual harassment in a timely and to the extent possible, confidential manner, as outlined below, and advise me of the results of the investigation.

Signature: _____ Date: _____

Instructions for Employers

If you receive a complaint about alleged sexual harassment, you must follow your sexual harassment prevention policy by investigating the allegations through actions such as:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

You should create a written document of the findings of the investigation, along with any corrective actions taken and notify the employee and the individuals) against whom the complaint was made. This may be done via email.

EMPLOYEE ACKNOWLEDGMENT

Sexual Harassment – Policy Number 3.20

My signature below acknowledges my receipt of the above-noted policy.

_____ _____

Employee Name (Please Print) Date

_____

Signature

Return this signed form to your Department Head by _____ (insert date).

C: Employee Personnel File

AGENDA# FP-2

RESOLUTION NO.

October 13, 2022

RESOLUTION CREATING A HEAT ILLNESS PREVENTION POLICY FOR THE COUNTY OF OSWEGO

By Legislator John Martino:

WHEREAS, employee safety is of paramount importance; and

WHEREAS, the Public Employee Safety and Health (PESH) Bureau adopted OSHA's Heat National Emphasis Program (NEP) on June 8, 2022; and

WHEREAS, the purpose of the NEP is to better protect workers from the hazards associated with outdoor work during heat waves, and indoor work near radiant heat sources; and

WHEREAS, the County of Oswego wishes to create a heat illness prevention policy to conform with the law and generally, the regulations promulgated by the State,

NOW, THEREFORE, upon recommendation of the Finance & Personnel Committee of this body, it is hereby,

RESOLVED, that the county's heat illness prevention policy be, and is hereby created to conform with State laws and regulations, and it is further

RESOLVED, that the created policy shall take effect immediately.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
HUMAN RESOURCES DEPARTMENT

Julie A. Bell
Director of Human Resources

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
(315) 349-8209 • Fax: (315) 349-8254
www.oswegocounty.com

INFORMATIONAL MEMORANDUM

Subject: Request authorization to create a Heat Illness Prevention Policy for the County of Oswego.

Purpose: To be in compliance with the State of New York Public Employee Safety and Health (PESH) Bureau program that was adopted for all employers.

Summary: The State of New York Public Employee Safety and Health (PESH) Bureau adopted OSHA's Heat National Emphasis Program (NEP) on June 8, 2022 for the purpose to better protect workers from the hazards associated with outdoor work during heat waves, and indoor work near radiant heat sources.

Recommended To authorize the proposed created heat illness prevention policy.

Fiscal Impact: There will be no fiscal impact.

PERSONNEL POLICY MANUAL **SECTION 3 - General Personnel**

POLICY NUMBER 3.23

SUBJECT: Heat Illness Prevention

EFFECTIVE: October 13, 2022

POLICY:

Oswego County is committed to providing a safe, secure, and comfortable work environment for employees and to protect them from the hazards of hot working environments. This plan implements efficient and safe work practices that will prevent both indoor and outdoor heat-related illnesses among employees at Oswego County. The Heat Illness Prevention Plan (Plan) will be used as a proactive approach in addressing workplace heat related hazards, training new employees, conducting annual refresher training of employees and maintaining compliance with the prevention of heat related illnesses in the workplace. All Oswego County employees potentially exposed to hot working environments are subject to his plan. Work activities that could potentially expose employees to these hazards include:

- Water, Sewage and Other (Heating) Systems
- Highway, Street and Bridge Construction (Highway, DPW)
- Health Services, Nursing Home (Food Preparation/Laundry)
- Fire Protection
- Buildings & Grounds (Groundskeeping/Maintenance)
- Correctional Institutions (Food Preparation/Laundry)

BACKGROUND

Heat-related illnesses can happen if workplace activities in a hot environment overwhelm the body's ability to cool itself. This becomes more likely in the event risk factors are present. Examples include working in a hot environment without adequate access to water for rehydration, working in protective gear that does not allow air circulation across the skin, or working where the humidity is too high for sweat to evaporate.

The Occupational Safety & Health Administration (OSHA) in April 2022 implemented a National Emphasis Program (NEP) on the prevention of heat related illnesses in the workplace. The NEP is applicable to industry, construction, agricultural and maritime work environments. The goal of the NEP is to work to establish a federal enforcement standard and reduce or eliminate worker exposures to heat related hazards that result in illness, injury and death.

The NEP has issued a master list of targeted industries. Establishments are identified using the first 4 digits of the North American Industrial Classification System (NAICS) code. NAICS is a way to classify businesses by products or services they provide.

It is important to note, in the event an industry is not noted on the NAICS targeted industries list, the industry may still be subjected to the requirements of the NEP. A link to the NEP is located in Appendix A. The noted targeted industry tables are located in Tables 1-3 found in Appendix A of the NEP.

RISK FACTORS

The following are environmental risk factors for heat illness and injury. The National Weather Service heat index is located in Appendix B.

- Heat index >80 degrees F. The heat index is a measure of how hot it feels when the relative humidity is factored in with the actual temperature
- Relative humidity above 40 percent
- Radiant heat from the sun, boilers, water heaters, kilns, furnaces and other sources
- Conductive heat sources such as dark-colored work surfaces, metal, stone
- Machinery, equipment, power tools that generate radiant heat
- Limited or lack of air movement
- Physical effort needed for the work

The use of nonbreathable protective clothing and other personal protective equipment (PPE). The following are personal risk factors for heat illness:

- Lack of acclimation to warmer temperatures
- Poor general health , certain medical conditions
- Dehydration
- Alcohol consumption
- Caffeine consumption
- Previous heat-related illness
- Use of prescription medications that affect the body's water retention or other physiological responses to heat such as beta blockers, diuretics, antihistamines, tranquilizers, and antipsychotics.

MEASUREMENT OF WORKPLACE HEAT INDEX

OSHA/NIOSH Heat Stress App

Heat related illnesses and injuries can occur at almost any ambient temperature, especially in cases where workers perform moderate to higher physical activity, wear bulky clothing and/or PPE, and operate heat generating equipment, machinery or power tools. Heat related illness and injury generally occur when conducting physical operations in high ambient heat environments, including in environments with increased relative humidity and limited cooling options.

For accurate measure of workplace or worksite temperature on days where the heat index is 80deg F or greater use of the OSHA/NIOSH heat safety tool app shall be utilized to assist in the planning of outdoor and indoor work environment activities.

Use of the app allows Oswego County supervisors and employees to calculate the heat index for the workplace or worksite. The App will display a risk level associated with the heat index for that day as well as provide workers protective measures to prevent heat related illness. Information on access to the Heat Safety App can be found in Appendix C.

HEAT-RELATED ILLNESSES

Heat rash is the most common health problem in hot work environments. It is caused by sweating and looks like a red cluster of pimples or small blisters. Heat rash usually appears on parts of the body that overlap or rub other parts of the body, such as in the groin area, under the arms or breasts, and in knee or elbow creases. If an employee has symptoms of heat rash, provide a cooler, less humid work environment, if possible. Advise the employee to keep the area dry and not to use ointments and creams that make the skin warm or moist, which can make the rash worse.

Heat exhaustion can best be prevented by being aware of one's physical limits in hazardous environment on hot, humid days. The most important factor is to drink enough clear fluids (especially water, not alcohol or caffeine) to replace those lost to perspiration. Signs and symptoms of heat exhaustion typically include:

- Profuse sweating
- Weakness and fatigue
- Nausea and vomiting
- Muscle cramps (associated with dehydration)
- Headache
- Light-headedness or fainting; fainting or loss of consciousness is potentially serious and should be treated as a medical emergency.

When you recognize heat exhaustion symptoms in an employee, you must intervene; stop the activity, and move the employee to a cooler environment. Cooling off and rehydrating with water (or electrolyte- replacing sports drinks) is the cornerstone of treatment for heat exhaustion. If the employee resumes work before their core temperature returns to normal levels, symptoms may quickly return.

If there is no intervention and the body's temperature regulation fails, heat exhaustion can rapidly progress to heat stroke, a life-threatening condition!

Heat stroke requires an immediate emergency medical response. The person may stop sweating, become confused or lethargic, and may even have a seizure! The internal body temperature may exceed 106 degrees F. Signs and symptoms of heat stroke typically include:

- Absence of sweating
- Dry skin
- Agitation or strange behavior
- Dizziness, disorientation, or lethargy
- Seizures or signs that mimic those of a heart attack

Ensure that emergency responders are summoned immediately if heat stroke is suspected. While waiting for emergency responders to arrive, cool the employee; move the employee to an air-conditioned environment or a cool, shady area; and help the employee remove any unnecessary clothing. Do not leave the employee unattended. Heat stroke requires immediate medical attention to prevent permanent damage to the brain and other vital organs that can result in death. Additional information on heat related illness and useful employee training materials are found in Appendix D.

PREVENTING HEAT-RELATED ILLNESSES

Responsibilities

Department Heads of affected employees are responsible for delivery and oversight of this plan. On an annual basis this plan shall be reviewed and any changes shared with all employees.

Acclimatization

Gradually increase workloads and allow more frequent breaks during the first week of work so that employees become acclimatized to higher temperatures, especially those who are new to working in the heat or have been away from that work for a week or more. Additional guidance on employee acclimatization can be found in Appendix D.

WATER – REST – SHADE or COOL AREA

Encourage employees to frequently drink small amounts of water before they become thirsty to stay hydrated. During moderate activity, in moderately hot conditions, employees should drink about 8 ounces of liquid every 15 to 20 minutes. Employees can monitor their hydration with a urine chart. Urine should be clear or slightly colored; dark urine is a warning sign. Refer to urine color chart in Appendix D.

Training & Education

Train employees annually on heat related hazards and potential for illness and injury. Document all training.

Schedule frequent rest periods with water breaks in shaded or air- conditioned recovery areas. Note that air conditioning does not result in loss of heat tolerance.

Encourage employees to eat regular meals and snacks as they provide enough salt and electrolytes to replace those lost through sweating as long as enough water is consumed.

Provide shade or cool areas for breaks. Assure these areas remain consistent whenever possible and are readily accessible. Post in work area signage for designated areas for water and shade/cooling locations.

Additional Measures

Monitor weather reports daily. Schedule & reschedule jobs with high heat exposure to cooler times of the day whenever possible. Be aware when air temperatures rise quickly. Schedule routine maintenance and repair projects for the cooler parts of the year.

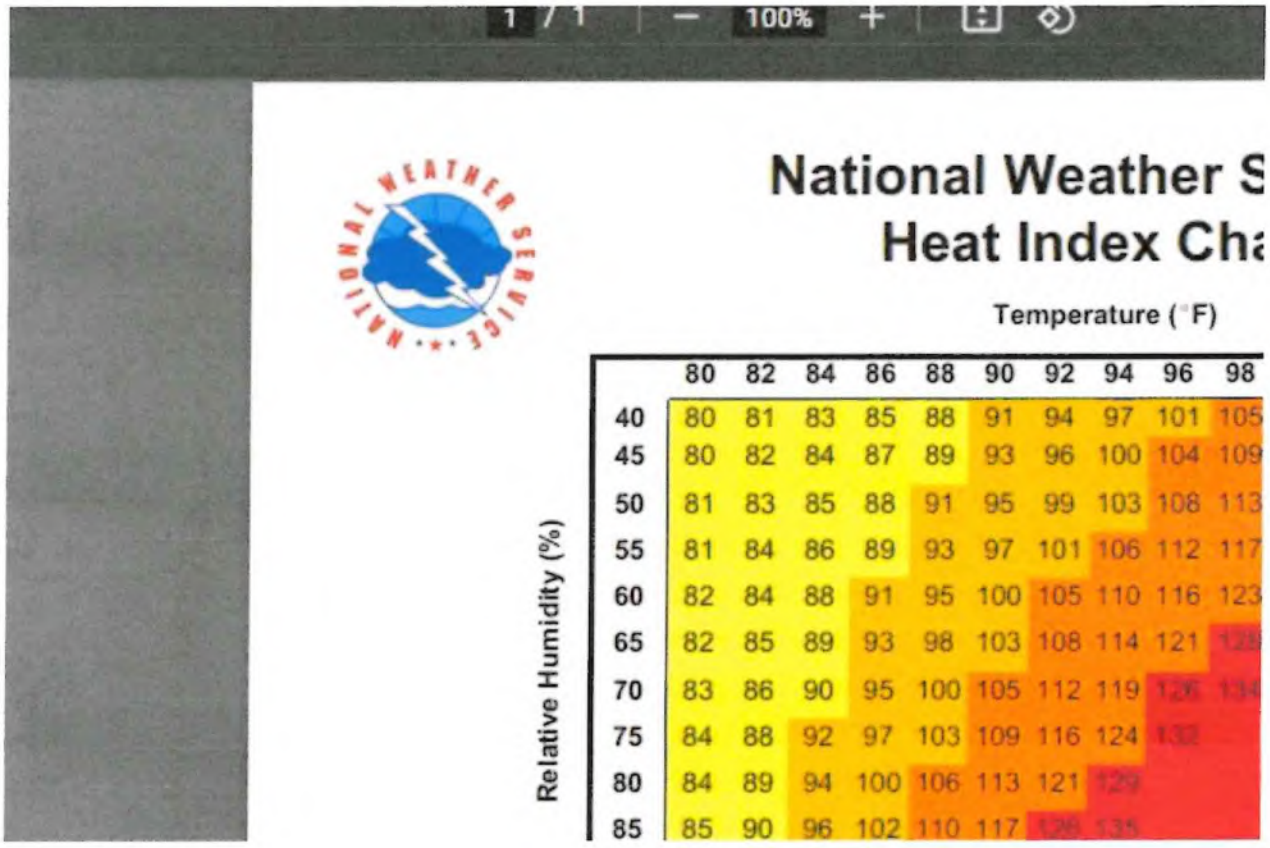
Provide a buddy system where employees encourage each other to drink water, use shade to stay cool, and to watch each other for symptoms of heat-related illness.

Ensure employees are aware of the signs of heat-related illnesses and encourage employees to report any heat related illness or identification of other workplace heat related hazards to Supervisor or other responsible person(s).

Oswego County has made a commitment to preventing heat-related illness and have adopted best practices that are available for all employee review. This commitment agreement and best practices are available in Appendix E.

APPENDIX A
Link to NEP & NAICS Tables
https://www.osha.gov/sites/default/files/enforcement/directives/CPL_03-00-024.pdf

APPENDIX B
National Weather Service Heat Index



https://www.weather.gov/media/unr/heatindex.pdf

APPENDIX C
Heat Safety Tool App

OSHA-NIOSH Heat Safety Tool App

The OSHA-NIOSH Heat Safety Tool is a useful resource for planning outdoor work activities based on how hot it feels throughout the day. Featuring real-time heat index and hourly forecasts, specific to your location, as well as occupational safety and health recommendations from OSHA and NIOSH.



The OSHA-NIOSH Heat Safety Tool features:

- A visual indicator of the current heat index and associated risk levels specific to your current geographical location
- Precautionary recommendations specific to heat index-associated risk levels
- An interactive, hourly forecast of heat index values, risk level, and recommendations for planning outdoor work activities in advance
- Editable location, temperature, and humidity controls for calculation of variable conditions
- Signs and symptoms and first aid information for heat-related illnesses

Download on Apple Store

Get it on Google Play

ONEGROUP

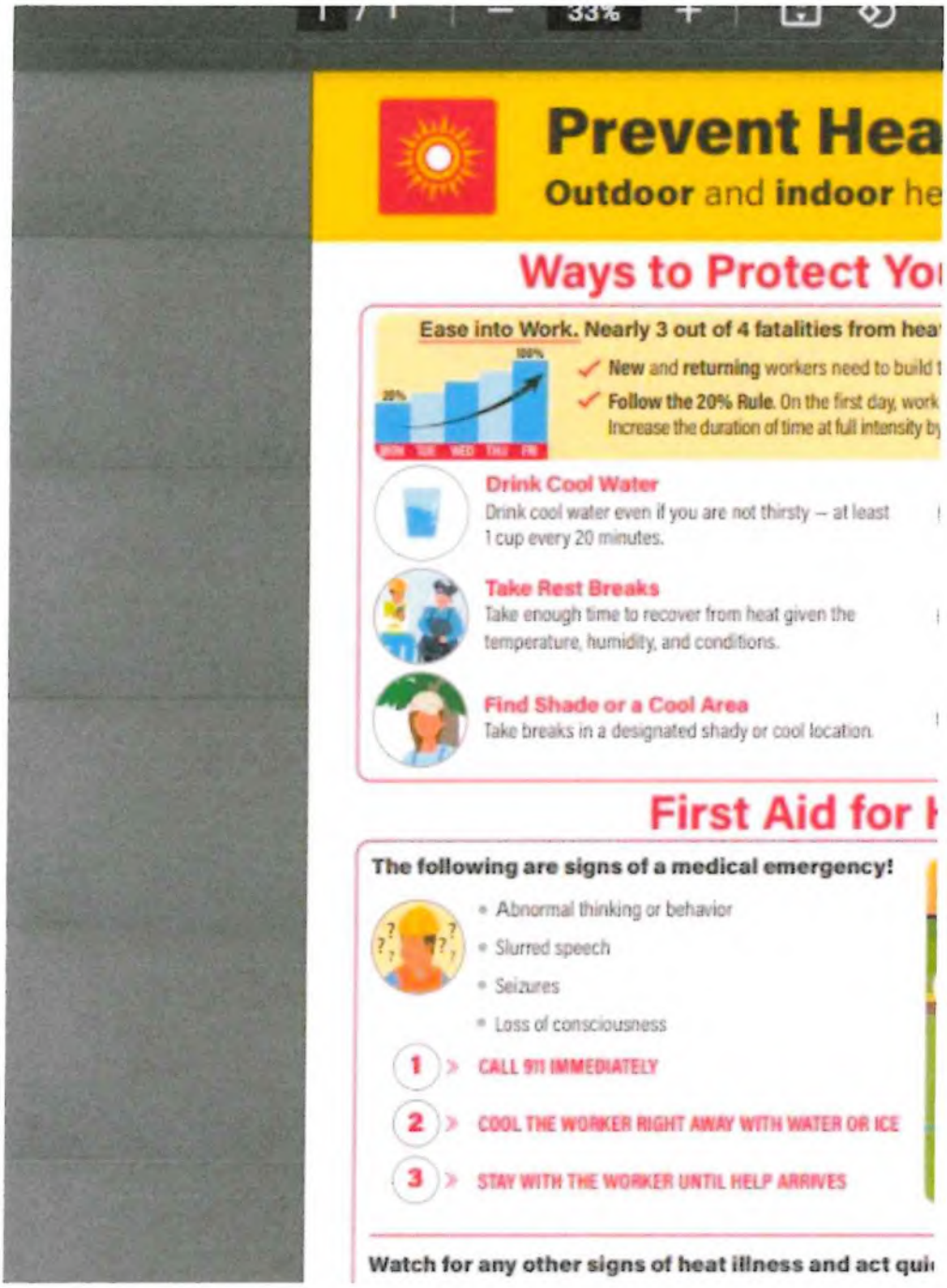
https://www.osha.gov/heat/heat-app

APPENDIX D

Heat Related Illness Information



https://www.osha.gov/sites/default/files/publications/OSHA3975.pdf



https://www.osha.gov/sites/default/files/publications/3431_wksiteposter_en.pdf



All photos by ©Thinkstock unless otherwise noted.

Environment



- High temperatures, especially with high humidity, which makes sweating less effective
- Direct sun exposure
- Lack of wind or breeze to cool the body; however, when ambient conditions are higher than body temperature, warm airflow can actually *increase* heat gain
- Proximity to engines or other hot equipment

No Acclimatization



- New employees
- Experienced employees returning from time away from the heat
- Acclimatized workers who experience a sudden change in worksite temperature, such as heat waves or mining in a new area



Dehydration



- One of the most important risk factors

Prior Heat Illness



Other Fact



Points to Remember

- **Acclimatization is critical**
  Lack of acclimatization is a major factor in heat-related
- **Hydration is critical**
  Dehydration greatly increases the risk of heat illness
- **A recent illness can temporarily lower your h**
- **Be aware of other personal risk factors for h**
  Prior heat illness
  Certain medications
  Certain health conditions
  Alcohol use within 24 hours of working in heat

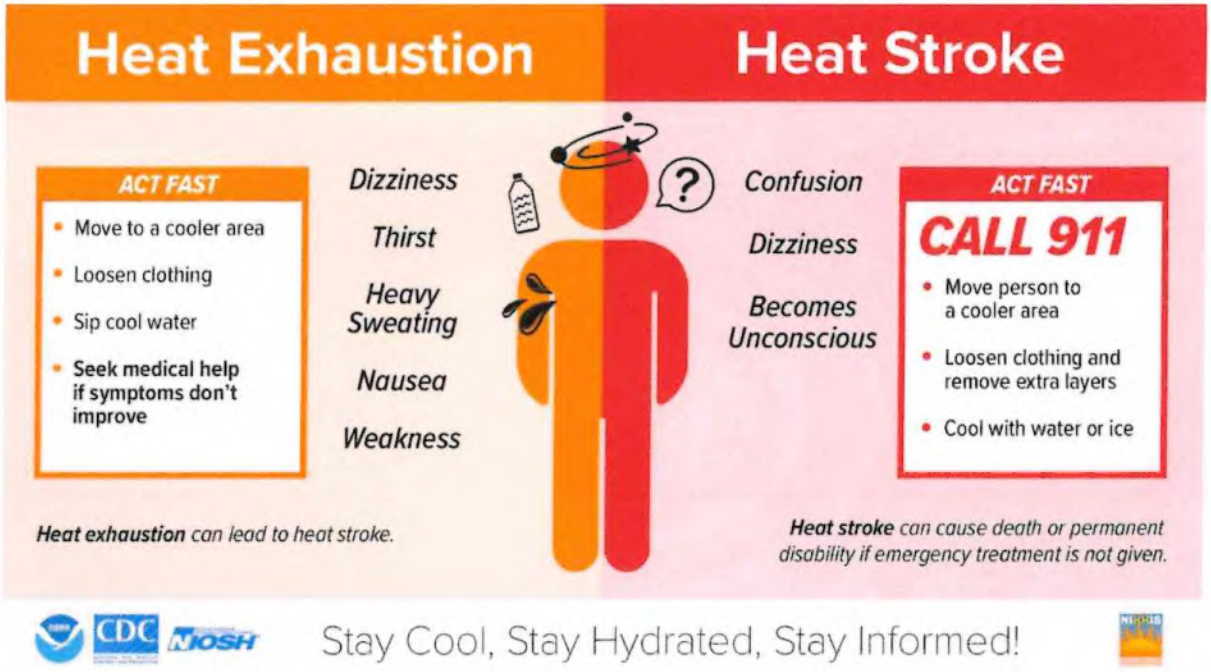
Case showing hazards of heat illness even

A 27-year-old employee with two years' mining experience was coming to the end of a 12-hour shift at a mill in Arizona when he experienced muscle cramps and vomiting from dehydration. Although he did not lose consciousness, he missed two days of work due to the incident. The employee had been taking medication for high blood pressure.

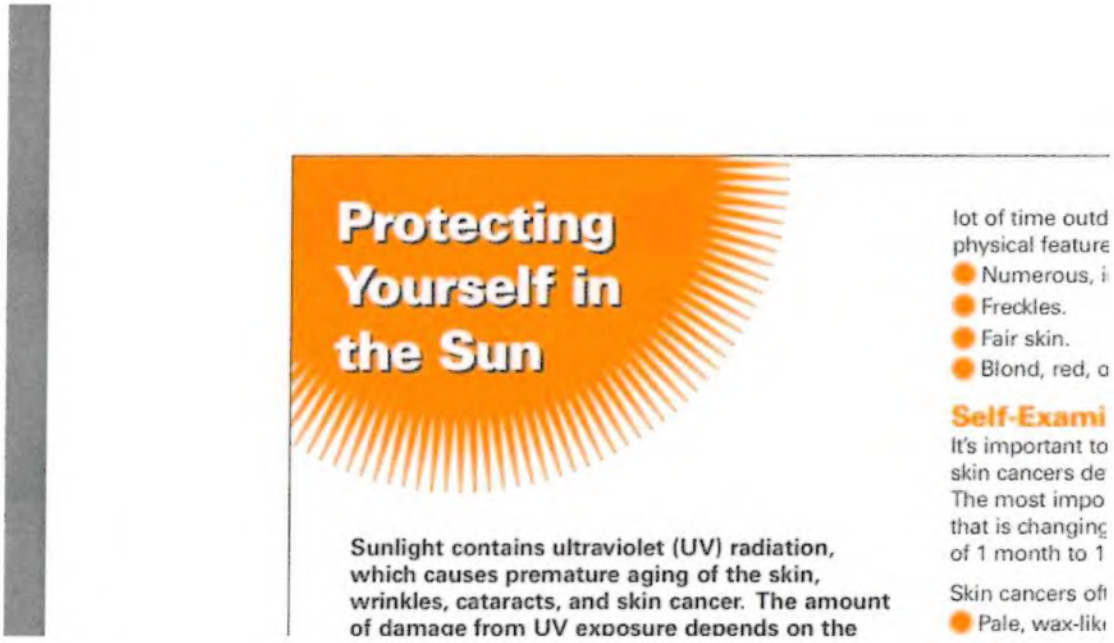
Lessons Learned

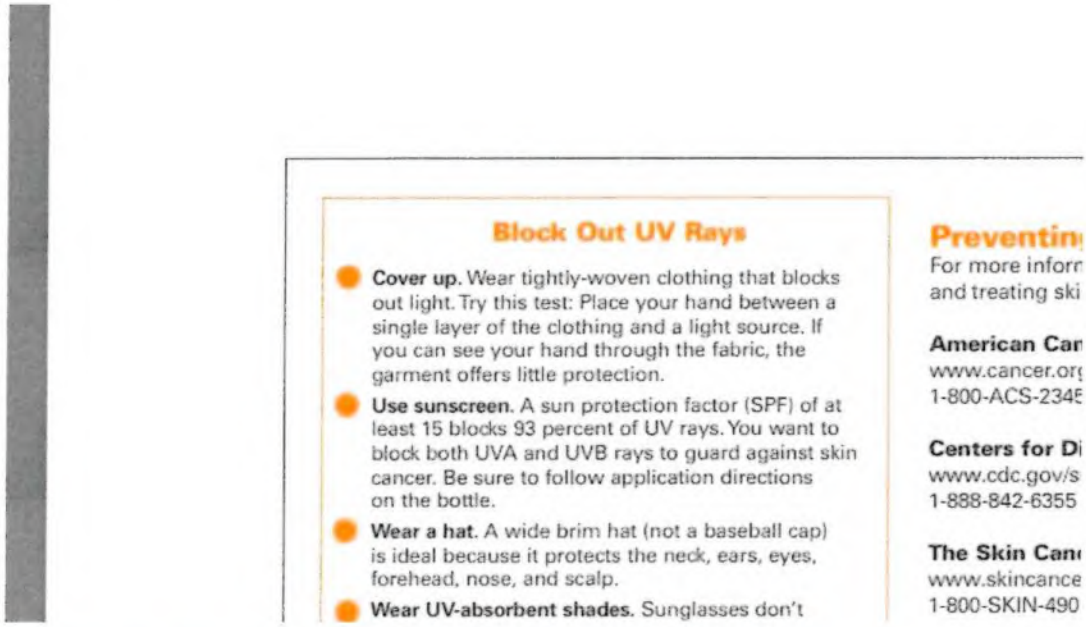
Young, healthy, and experienced—anyone can get heat illness! This incident may have been related to the employee's high blood pressure medication.

https://www.cdc.gov/niosh/mining/UserFiles/works/pdfs/2017-125.pdf



https://www.weather.gov/safety/heat-illness





Block Out UV Rays

- **Cover up.** Wear tightly-woven clothing that blocks out light. Try this test: Place your hand between a single layer of the clothing and a light source. If you can see your hand through the fabric, the garment offers little protection.
- **Use sunscreen.** A sun protection factor (SPF) of at least 15 blocks 93 percent of UV rays. You want to block both UVA and UVB rays to guard against skin cancer. Be sure to follow application directions on the bottle.
- **Wear a hat.** A wide brim hat (not a baseball cap) is ideal because it protects the neck, ears, eyes, forehead, nose, and scalp.
- **Wear UV-absorbent shades.** Sunglasses don't

Preventin
For more inforr
and treating ski

American Car
www.cancer.or
1-800-ACS-234

Centers for Di
www.cdc.gov/s
1-888-842-6355

The Skin Can
www.skincance
1-800-SKIN-490

https://www.osha.gov/sites/default/files/publications/osha3166.pdf



Prevent Heat Illness at W

Outdoor and indoor heat exposure can

Nearly **3 out of 4 heat illness fatalities** happen during the fi
workers need to build tolerance to heat by taking frequent b
heat to start.

Dangerous heat exposure can occur indoors or outdoors, in
safe by following these simple safety practices:

- **Follow the 20% Rule** — on the 1st day, don't allow empl
more than 20% of a shift at full intensity in the heat. Inc
by no more than 20% a day until they are used to workir
- **Provide cool drinking water** – encourage workers to dri
cup every 20 minutes, even if they are not thirsty.
- **Rest breaks** — allow workers time to recover from heat
cool location.
- **Dress for the heat** — have workers wear a hat and light-
fitting, breathable clothing if possible.
- **Watch out for each other** — encourage workers to mon
and others for signs of heat illness.
- **Look for any signs of heat illness**, including fainting, dizz
quickly — when in doubt, **call 911**

https://www.osha.gov/sites/default/files/publications/OSHA3975.pdf



Figure 2 - OSHA's tips for avoiding high heat related illness (English poster).

https://www.osha.gov/sites/default/files/publications/OSHA3975.pdf

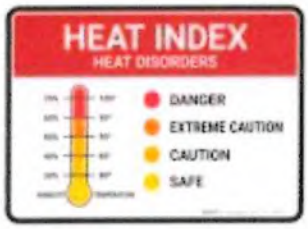


https://healthjade.com/urine-color/

Key Messages
- Focus on new workers and acclimatization
- Recognize the range of signs & symptoms and what to do
- Prevention

High Temperatures contribute to injuries:
- Sweaty palms can lose grip
- Fogged safety glasses can cause trips
- Dizziness can cause falls
- Hot surfaces lead to burns

Factors that aggravate heat conditions:
- Working in direct sunlight
- Use of PPE - especially semi-permeable or impermeable types
- Respirator use
- Hot Work such as welding, working around steam
- Carrying additional weight from tools, equipment, PPE



ONEGROUP

APPENDIX E
Commitment Agreement & Best Practices

RESPONSIBILITIES:

All Oswego County employees are responsible for protecting themselves from heat illnesses by following these guidelines for prevention and immediately reporting any signs or symptoms to his or her supervisor.

Department Heads of affected employees are responsible for administering the provisions of this plan and will designate a staff members to conduct initial training with new employees and for the annual refresher training.

BEST PRACTICES COULD INCLUDE PROVIDING EMPLOYEES WITH:

1. Containers that hold ice or otherwise keep drinking water and other beverages cold.
2. Chilled beverages such as electrolyte type sports drinks. Discourage caffeine consumption.
3. Cold treats at break time such as popsicles, ice cream, or fruit with high water content (watermelon, grapes, and oranges).
4. A cooling trailer with conditioned air and cold water to consume.
5. Cooling tents with mist, fan, and cold water to consume.
6. Heat-reflective work clothing such as light-colored, breathable uniforms.
7. Evaporative accessories (cooling neck wraps, head bands)
8. Cooling vests designed to safely use ice packs.
9. Ventilated PPE (high-visibility garments or powered air purifying respirators, if appropriate)
10. Cell phone text orders from supervisor to stop and rest in shade and drink.

EMPLOYEE ACKNOWLEDGMENT

Heat Illness Prevention – Policy Number 3.23

My signature below acknowledges my receipt of the above-noted policy.

_____ _____

Employee Name (Please Print) Date

_____

Signature

Return this signed form to your Department Head by (insert date).

C: Employee Personnel File

AGENDA# FP-3

RESOLUTION NO.

October 13, 2022

RESOLUTION CREATING A NOISE AND HEARING CONSERVATION POLICY FOR THE COUNTY OF OSWEGO

By Legislator John Martino:

WHEREAS, employee safety is of paramount importance; and

WHEREAS, the Public Employee Safety and Health (PESH) Bureau adopted OSHA's Hearing Conservation Program (HCP); and

WHEREAS, the purpose of the HCP is to better protect employees from hazardous noise exposures and to prevent hearing loss; and

WHEREAS, the County of Oswego wishes to create a noise and hearing conservation policy to conform with the law and generally, the regulations promulgated by the State,

NOW, THEREFORE, upon recommendation of the Finance & Personnel Committee of this body, it is hereby,

RESOLVED, that the county's noise and hearing conservation policy be, and is hereby created to conform with State laws and regulations, and it is further

RESOLVED, that the created policy shall take effect immediately.

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

YES: NO: ABSENT: ABSTAIN:

OSWEGO COUNTY
HUMAN RESOURCES DEPARTMENT

Julie A. Bell
Director of Human Resources

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
(315) 349-8209 • Fax: (315) 349-8254
www.oswegocounty.com

INFORMATIONAL MEMORANDUM

Subject: Request authorization to create a Noise and Hearing Conservation Policy for the County of Oswego.

Purpose: To be in compliance with the State of New York Public Employee Safety and Health (PESH) Bureau program that was adopted for all employers.

Summary: The State of New York Public Employee Safety and Health (PESH) Bureau adopted OSHA's Hearing Conservation Program (HCP) for the purpose to protect employees from hazardous noise exposures and to prevent hearing loss.

Recommended To authorize the proposed created noise and hearing conservation policy.

Fiscal Impact: There will be no fiscal impact.

SUBJECT: Noise and Hearing Conservation

EFFECTIVE: October 13, 2022

POLICY:

Oswego County is committed to providing a safe, secure, and comfortable work environment for employees and to protect them from initial occupational hearing loss, preserve and protect remaining hearing, and equip workers with the knowledge and hearing protection devices necessary to safeguard themselves. This plan implements efficient and safe work practices that will measure noise levels, hearing protection, training, and conduct evaluations of the adequacy of the hearing protectors in use (unless changes made to tools, equipment, and schedules result in worker noise exposure levels that are less than the 85 dBA). All employees covered by the Hearing Conservation Program (HCP) must have yearly training that will address the effects of noise on hearing, and the purpose of hearing protection, including selection, care and fit, and the purpose of audiometric testing and test procedures All Oswego County employees that potentially encounter noise exposures that may exceed 85 dBA are subject to this plan.

PROCEDURE

The purpose of this procedure is to protect employees from hazardous noise exposures and to prevent hearing loss.

Requirements

A. General

1. Require the use of hearing protectors in any location where powered or motorized equipment or any other noise source could reasonably be expected to exceed 85 dBA.
2. Use of hearing protectors may only be discontinued when noise levels are verified to be less than 85 dBA through a properly conducted noise survey.

B. Hearing protectors

1. Require that at least three (3) types of hearing protectors are available to employees, preferably a plug and muff type.
2. Minimum Noise Reduction Ratings(NRR)
   a) Hearing protectors issued to or used by personnel must have the following minimum NRR:
      - Ear plugs: 29dB
      - Muffs: 27dB
3. Require that hearing protectors are used properly and thus effectively protect hearing.

4. Hearing protection attenuation will be calculated using the OSHA Hearing Conservation procedures.
   a) Actual NRR = [Rated NRR- 7 dBA / 2] = _____ dBA

C. Noise surveys

1. Noise surveys must be conducted in a manner that reasonably reflects the exposure of the affected employees. Surveys must be conducted under supervision of the Safety Manager.
2. Sound level meters and audio dosimeters used to determine employee exposure to noise sources must be Type II (accurate to within +/- 2dB), operated in "slow" response, on the "A" scale, and be calibrated to factory guidelines (including periodic factory re-calibration).
3. Samples must be taken with adequate duration to be representative of employee's' exposures. Monitoring is to be done whenever new equipment or processes are introduced to the work area.

D. Engineering and administrative controls

1. Eliminate noise sources to the extent possible through engineering or administrative controls. Examples of controls that must be considered follow:
   a) Rotation of people to lower exposed positions
   b) Addition or replacement of mufflers on motorized equipment
   c) Addition of mufflers to air exhausts on pneumatic equipment
   d) Following equipment maintenance procedures to lubricate dry bearings
   e) Isolation of loud equipment such as machinery, compressors and generators from employee work areas
   f) Replacement of older noisy equipment with newer and quieter models

E. Audiometric exams –

1. Verify that permanent employees have an audiometric baseline test within 30 days of being hired to a high noise area.
2. All employees whose exposures are equal to or exceed an 8-hour TWA of 85 dBA shall be included in an audiometric examination program.
3. A baseline audiogram shall be performed within 6 months of an employee's first exposure at or above 85 dBA TWA.
4. Annual audiometric testing shall be performed for each employee exposed at or above an 8-hour TWA of 85 dBA and in accordance with 29 CFR 1910.95.
5. The audiometric test data shall be evaluated in accordance with 29 CFR 1910.95.
6. Verify that permanent employees and project employees who are required to wear hearing protection for at least six months have had audiometric tests (annually).

F. Training

1. Verify that each employee who must work in a noisy environment is current on the required Hearing Conservation training.
2. Training must include the following topics:

a) The effects of noise on hearing
b) The purpose of hearing protectors
c) The advantages and disadvantages of various types of hearing protectors
d) The attenuation of various types of hearing protection
e) The selection, fitting, care and use of hearing protectors
f) The purpose of audiometric testing
g) An explanation of the audiometric testing procedure

G. Audit

1. Annually, a program audit is to be performed for each site/ project to assure all of the above procedures are in place and effectively management.
2. Reports are to be in writing and documented along with corrective actions.

Documentation Summary

File these records in the Safety Filing System as a permanent record:

a) Types of hearing protectors and associated NRRs
b) Noise surveys, when applicable
c) Hearing Conservation Program Medical Clearances
d) Training records
e) Audit reports and corrective action completion

EMPLOYEE ACKNOWLEDGMENT

Noise and Hearing Conservation – Policy Number 3.24

My signature below acknowledges my receipt of the above-noted policy.

_____ _____

Employee Name (Please Print) Date

_____

Signature

Return this signed form to your Department Head by (insert date).

C: Employee Personnel File