Government, Courts & Consumer Affairs Committee

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

Date/ Time: Monday, January 30, 2023 at 9 a.m.
Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York

COMMITTEE MEMBERS:

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

CALL TO ORDER:

- Pledge of Allegiance

APPROVAL OF MINUTES:

- Approval of Minutes for the Government, Courts and Consumer Affairs Committee's regular meeting on November 28, 2022

RESOLUTIONS:

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

GC-2 Resolution Authorizing the Execution of an Intermunicipal Agreement with the Town of Scriba and the Mexico Academy and Central School District Relative to Real Property Tax Negotiations Involving the James A. FitzPatrick Nuclear Power Plant

GC-3 Resolution Appointing a Records Management Officer (RMO) for the County of Oswego

GC-4 Resolution Establishing Petty Cash Account for the Department of Weights and Measures

GC-5 Resolution Establishing Local Law No. 1 of 2023 to Create a Sustainable Energy Loan Program (C-PACE) in the County of Oswego

GC-6 Resolution Authorizing Budget Modification Department of Real Property Tax Services – Senior Exemption Mailing Notice

COMMITTEE REVIEW AND DECISIONS:

- Approval out of band verification policy

REPORTING DEPARTMENTS:

Department Reports

ADJOURNMENT:

Government, Courts & Consumer Affairs Committee DRAFT

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

Date/ Time: November 28, 2022 at 9:00 a.m.
Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

COMMITTEE MEMBERS:

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

STAFF AND GUESTS:

Rich Mitchell	David Turner	Phil Church	Corey Metz
Kevin Gardner	Peggy Bickford	Laura Brazak	Matt Bacon
Veronica Turney	Betsy Saunders		

CALL TO ORDER:

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

APPROVAL OF MINUTES:

Motion to approve the meeting minutes: Legislator Solowy
Second: Legislator M. Yerdon
Vote: Unanimous, motion carried

The minutes for the Government, Courts & Consumer Affairs Committee's Regular Meeting on October 31, 2022

RESOLUTIONS:

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

Motion to table for special meeting: Legislator Gilson
Second: Legislator M. Yerdon
Vote: Unanimous

Committee agrees to hold special meeting on Nov. 10 to approve full slate of projects

GC-2 Resolution Adopting County of Oswego Local Law No. 6 of 2022 Entitled A Local Law Overriding the Tax Levy Limit for Fiscal Year 2023

Motion to approve: Legislator Gilson
Second: Legislator Wilmott
Vote: Unanimous

GC-3 Resolution Adopting County of Oswego Local Law No. 7 of 2022 Entitled A Local Law Amending Local Law No. 3 of 2021 Providing for the Salaries of Certain Elected County Officers of the County of Oswego

Motion to approve: Legislator M. Yerdon
Second: Legislator Gilson
Vote: Unanimous

GC-4 Resolution Fixing Time and Place for the 2023 Organizational Meeting

Motion to amended to reflect 2023: Legislator Gilson
Second: Legislator Wilmott
Vote: Unanimous

Motion to approve as amended: Legislator Gilson
Second: Legislator Solowy
Vote: Unanimous

GC-5 Resolution Authorizing Chairman and Clerk to Handle all Unfinished Business through December 31, 2022

Motion to approve: Legislator M. Yerdon
Second: Legislator Solowy
Vote: Unanimous

GC-6 Resolution Fixing Time and Place for a Public Hearing Relative to Establish a Sustainable Energy Loan Program in the County of Oswego

Motion to approve: Legislator Gilson
Second: Legislator M. Yerdon
Vote: Unanimous

REPORTING DEPARTMENTS:

Clerk Terry Wilbur provides department update
Strategic Initiatives Director David Turner provides update on ARPA

EXECUTIVE SESSION:

Motion to enter executive session to discuss the following proposed litigation: Sue tortfeasor re GML 207-c payments, Oswego County Self Insurance Plan – Worker's Comp overpayment, Nuclear Tax Certiorari Negotiations (FitzPatrick) and Quiet Title Proceeding Tax Sale made by Legislator Gilson, second from Legislator M. Yerdon. Motion carries at 9:07 a.m.

Legislator Gilson motions to exit executive session, second from Legislator M. Yerdon. Motion carries at 9:23 a.m.

GC-7 (Approved following executive session) Resolution Authorizing the Commencement of Certain Litigation by the County of Oswego

Motion to approve: Legislator Gilson
Second: Legislator Solowy
Vote: Unanimous

ADJOURNMENT:

Motion to adjourn at 9:24 a.m.: Legislator Gilson
Second: Legislator M. Yerdon
Vote: Unanimous, motion carried

DRAFT

Matthew Reitz
Interim Deputy Clerk of the Legislature

AGENDA# GC-1

RESOLUTION NO.

February 9, 2022

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

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 suggestions 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 F 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 F 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

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: 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 E 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: Six projects suggested in this round total $294,204.00.

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 F - Proposed Local Disbursements of ARPA Funds

Project Name/Applicant	Project Description	Jurisdictional Committee	Request	Task Force Suggestion	Jurisdictional Committee
Desens House	$12000 will allow 4 women to become Certified Alcohol and substance Abuse counselors (CASAC) for a residency program that will open in 2023. The certification is through Farnham. Additionally this will pay for 4 refurbished computers to be assigned to them to allow them to help women recover from alcohol and drug abuse in our communities. Desens will work with SUNY Oswego, OCO, CITI, to be able to provide educations services to the women in the program. Program will be funded by Desens house fully once renovations on their building is complete	Health	$ 12,000	$ 12,000	
Pulaski Farmers Market	Has asked for $5,000 to offset negative economic impact of COVID and to continue to provide the market and concert series. They have demonstrated through profit and loss statements a loss of $3,006 over the course of the pandemic to date. This includes a loss of revenue plus increase costs of concerts.	EDP	$ 5,000	$ 3,006	
Hardwood Transformations	They are seeking $50,000 to help offset the negative economic impact of COVID and have demonstrated through profit and loss statements just in December of 2019-December of 2020 income loss of $697,000. They would like to use the funds to maintain LEAD certification and hire back employees. They did receive PPP funds in the amount of $87,986 brining total loss for just the one	EDP	$ 50,000	$ 50,000	
Marks Automotive	They have submitted documentations demonstrating an increase in the cost of the roof to be done of $20,000. They have submitted documentation about lifts for the shop to be replaced with an increased cost of $28,396. Demonstrated total amount of $48,396.	EDP	$ 35,000	$ 24,198	
Liberty Resources	Requesting $170,751 for a program that began in Cayuga County with success. Mobile Crisis specifically designed as a co-response model to provide immediate on-site crisis intervention to youth and adults experiencing a mental health emergency on a limited hour structure. This trained response team, composed of Licensed Therapists and Qualified Mental Health providers, deescalated crisis, diverted unnecessary hospitalizations and linked individuals to needed services in the community. This would create Full time crisis responders and Case Managers for the program.	Human Services	$ 170,751	$ 170,000	
Bridie Manor	is requesting $35,000 of lost revenue assistance and has demonstrated through complete tax returns at least $50,000 in lost revenue in just the year of 2019-2020. He would like to use some of the funds to help upgrade air quality in the facility.	EDP	$ 35,000	$ 35,000	
TOTALS			$ 307,751	$ 294,204	$ -

AGENDA# GC-2

RESOLUTION NO.

February 9, 2022

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SCRIBA AND THE MEXICO ACADEMY & CENTRAL SCHOOL DISTRICT RELATIVE TO REAL PROPERTY TAX NEGOTIATIONS INVOLVING THE JAMES A. FITZPATRICK NUCLEAR POWER PLANT

By Legislator David Holst:

WHEREAS, the Town of Scriba, the County of Oswego and the Mexico Central School District (hereinafter the "Municipalities") all derive real property tax income from the James A. FitzPatrick Nuclear Power Plant owned by Constellation Energy ("Facility"); and

WHEREAS, said municipalities have, in the past, worked together to negotiate a fair tax agreement and, when necessary, defend tax certiorari proceedings in Supreme Court, Oswego County concerning the Facility; and

WHEREAS, said municipalities anticipate a tax certiorari proceeding if the within matter is not otherwise resolved or settled via good faith negotiations; and

WHEREAS, the Municipalities have common interests in the joint defense and in obtaining an accurate, updated appraisal of this nuclear power plant for purposes of the litigation which will require the services of a specialized appraiser, engineering firm and law firm; and

WHEREAS, the Municipalities have or will be retaining to obtain updated appraisal/valuation information for the plant and related technical services from Walker Capital, LLC of New Hampshire to assist with negotiations; and

WHEREAS, the Municipalities have reached an agreement regarding the payment and reimbursement of the costs incurred in these matters, and payments under any future tax agreement, that is fair and equitable; and

WHEREAS, said arrangement promotes intermunicipal cooperation, increased efficiencies and avoids duplication of resources,

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

RESOLVED, that the Chairman of the Legislature and/or County Attorney be, and is hereby, authorized to execute the annexed Intermunicipal Agreement with the Town of Scriba and the Mexico Academy and Central School District.

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

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

JOINT DEFENSE AND INTERMUNICIPAL AGREEMENT

This Agreement is entered into this ___ day of January, 2023 by and between the Town of Scriba ("Town"), Oswego County ("County") and the Mexico Academy & Central School District ("School District").

1. Preamble. This Joint Defense and Intermunicipal Agreement (the Agreement) is intended to address the rights and responsibilities of the Town, County and School District (collectively referred to as the "Taxing Jurisdictions") and their respective counsel, in furtherance of the joint and/or common legal representation effort on matters of common interest and/or concern on behalf of the Taxing Jurisdictions.

2. Nature of Matter. The existing Payment In Lieu of Tax Agreement ("PILOT Agreement") with Constellation Energy ("Constellation") involving the James A. FitzPatrick Nuclear Power Plant ("Facility") is set to expire on June 30, 2024, and the Parties have common interests and believe they will mutually benefit from coordination of negotiations of a new PILOT Agreement for the Facility.

3. Retention of Counsel. Each party has retained separation legal counsel. The Town has retained Caraccioli Law~~and Associates~~, PLLC, the County has retained County Attorney Richard C. Mitchell, Esq., and the School District has retained Ferrara Fiorenza PC.

4. Common Interests in Representation. The Taxing Jurisdictions anticipate that the nature of the negotiations for a new PILOT Agreement and the relationships between the Taxing Jurisdictions present common interests, warranting joint negotiation and defense efforts. It is the desire and purpose of the Taxing Jurisdictions that every lawful, ethical, and proper step be taken to assure that their respective counsel share and exchange intelligence, strategies, legal theories, confidences and other secrets, information and documents, in order to advance their preparation, protect the Taxing Jurisdictions' interests and rights, reduce unnecessary duplication of effort, and reduce the overall cost of defending against petitioners' claims. Based upon these circumstances, considerations and needs, the Taxing Jurisdictions agree that they and their respective counsel will exchange and share information related to their common interest in pursuit of their joint negotiation and defense efforts.

5. Applicability to Joint Representation Documents. The "common interest" or "joint defense" doctrine recognizes that such sharing of information for mutual benefit is not a waiver of applicable privileges, work product protections, or rules relating to discovery obligations, and provides that shared information remain secret, confidential, protected, and/or privileged. The Taxing Jurisdictions and their respective counsel recognize that disclosures among and between the Taxing Jurisdictions' respective counsel concerning matters of common interest are essential to the preparation of an effective representation and are therefore governed by the joint defense doctrine. No such sharing of any information, documents, or materials pursuant to this Agreement shall be deemed to be a waiver of any otherwise applicable privilege, work product protection, or rule of discovery. Due to confidential and privileged nature, all information, documents, and materials shared pursuant to this Agreement shall be exempt from

disclosure under freedom of information laws. The Taxing Jurisdictions hereby expressly reserve the right to assert any and all applicable privileges, immunities, and protections with respect to any and all of the information and materials involved.

6. Agreement to Share Information and Not to Disclose to Persons Not Signing this Agreement. To further the mutual interests of the Taxing Jurisdictions, the undersigned hereby agree: (a) to share and exchange, among and between themselves and the Taxing Jurisdictions, factual information relating to the Facility and valuation of such ~~Facilit~~Facility, legal strategies and theories, attorney-work product, documents, and confidences for the limited and restricted purpose of assisting counsel in asserting common claims and asserting and protecting common interests of their respective clients, without authorizing or permitting any other publication or use; and (b) not to reveal to any third party (except the real estate appraiser hired to defend the proceeding) any such information, legal strategy or theory, document, confidence or other secret which has been shared by another Taxing Jurisdiction or counsel for another Taxing Jurisdiction without both the prior written consent of the Taxing Jurisdiction who contributed the same or caused it to be contributed to the joint representation effort and the written prior acknowledgment and agreement, of the third party receiving disclosure acknowledging notice of this Agreement and agreement to be bound by its terms.

7. United and Collaborative Negotiations. The Parties agree to negotiate with a united and collaborative approach. No Taxing Jurisdiction shall engage in unilateral discussions with Constellation~~Exelon~~. No Tax Jurisdiction shall make representations with respect to valuation of the Facility or material terms of a PILOT Agreement without the consent of the other Taxing Jurisdictions. In order to present the united approach, the taxing jurisdictions agree that all PILOT payments received under the newly negotiated PILOT Agreement shall be allocated as follows:

Town of Scriba – 6.4%
Oswego County – 27.9%
Mexico Academy & Central School District – 65.7%

8. Sharing of Costs and Expenses. To further reduce the overall cost of negotiating the PILOT Agreement, the Taxing Jurisdictions shall share consulting and appraisal expenses pursuant to the formula set forth below:

Town of Scriba – 6.4%
Oswego County – 27.9%
Mexico Academy & Central School District – 65.7%

Each invoice shall be forwarded to each Taxing Jurisdiction responsible for payment and shall itemize (1) the total cost of services rendered, and (2) such Taxing Jurisdiction's respective share of the fees pursuant to the fee allocation set forth below.

9. No Ability to Bind another Party. Although the Taxing Jurisdictions shall jointly negotiate, no one Taxing Jurisdiction, or its legal representative, has the ability or authorization to bind another Taxing Jurisdiction. All decisions with respect to selection of

appraisers and other experts, costs, scheduling, and values shall be subject to the approval of each Taxing Jurisdiction and their respective Boards.

10. Term. This agreement shall become effective upon the date set forth above and shall remain in effect until terminated by either Taxing Jurisdiction. Either Taxing Jurisdiction shall have the right to terminate this agreement upon five days written notice to the other.

11. Termination or Breach of this Agreement Shall Operate Prospectively Only. Withdrawal from this Agreement shall operate prospectively only. The applicable privileges, work product protections, or rules relating to discovery obligations relating to information previously disclosed during the time the Agreement shall remain in force after withdrawal or termination of this Agreement. Each Taxing Jurisdiction agrees to notify each other Taxing Jurisdiction if efforts are made by anyone to cause a breach of this Agreement.

12. Modifications. This Agreement may not be modified except by writing, duly executed by all signatories. This Agreement supersedes prior negotiations, representations and agreements, whether written or oral. Any documents executed by the Taxing Jurisdictions prior to the effective date of this Agreement shall not modify any of the terms of the Agreement.

13. Benefit of Counsel. Each Taxing Jurisdiction acknowledges that it has had the benefit of counsel in reviewing and approving this Agreement, and that no Taxing Jurisdiction shall be construed as the sole draftsman of the Agreement.

14. Waiver. The waiver, express or implied, by any Taxing Jurisdiction of any right hereunder or of any future to perform or breach hereof by another Taxing Jurisdiction shall not constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by another Taxing Jurisdiction, whether of a similar or dissimilar nature.

15. Severability. If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the parties.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

TOWN OF SCRIBA

_____
Signature

_____James Oldenburg, Suprevisor _____
Name Date

OSWEGO COUNTY

_____
Signature

_____ _____
Name Date

MEXICO ACADEMY & CENTRAL SCHOOL DISTRICT

_____
Signature

_____ _____
Name Date

AGENDA# GC-3

RESOLUTION NO.

February 9, 2022

RESOLUTION APPOINTING A RECORDS MANAGEMENT OFFICER (RMO) FOR THE COUNTY OF OSWEGO

By Legislator David Holst:

WHEREAS, Oswego County Local Law No. 3 took effect July 15, 1996, and

WHEREAS, this Local Law provides for the creation of a Records Management Program in the County of Oswego, and

WHEREAS, Section 1 of Local Law No. 3 of 1996 states "there shall be a records management program established under the jurisdiction of the Oswego County Clerk and headed by a Records Management Officer who shall be appointed by the County Legislature."

NOW, upon recommendation of the Chairman of the Oswego County Legislature, and with the recommendation and approval of the Government, Courts and Consumer Affairs Committee of this body, be it

RESOLVED, the Terry M. Wilbur, County Clerk, County of Oswego is hereby designated and appointed as the Oswego County Records Management Officer in accordance with the provisions of the County of Oswego Local Law No. 3 of 1996.

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

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

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

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

MATTHEW F. BACON
DEPUTY COUNTY CLERK

NANCY L. BELCHER
DEPUTY CLERK OF OPERATIONS

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

INFORMATIONAL MEMORANDUM

January 18, 2023

Subject: Appoint a Records Management Officer (RMO) for the County of Oswego

Purpose: To recommend that the Oswego County Legislature approve a Resolution to appoint Oswego County Clerk, Terry M. Wilbur, as the Oswego County Records Management Officer.

Summary: Local Law No. Three of the year 1996 provides for the "Creation of a Records Management Program in the County of Oswego." Section 1 of the Local Law states "there shall be a records management program established under the jurisdiction of the Oswego County Clerk and headed by a Records Management Officer who shall be appointed by the County Legislature."

Recommended Action: The Government, Courts and Consumer Affairs Committee approve a Resolution to appoint County Clerk, Terry M. Wilbur as the Oswego County Records Management Officer.

AGENDA# GC-4

RESOLUTION NO.

February 9, 2023

RESOLUTION ESTABLISHING PETTY CASH ACCOUNT FOR THE DEPARTMENT OF WEIGHTS AND MEASURES

By Legislator David Holst:

WHEREAS, there is a need for a petty cash fund in the Department of Weights and Measures; and

WHEREAS, the Oswego County Department of Weights and Measures works throughout the county to assure accuracy in all transactions based on weight or measure and to assure the quality of petroleum products offered for sale; and

WHEREAS, part of the responsibility of the department, is to sample gas at every gas station in Oswego County which is currently being paid for by the Director of Weights and Measures, Jamie Comstock;

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

RESOLVED, that a petty cash fund in the amount of Two Hundred Fifty Dollars ($250) is hereby authorized and established, and be it further

RESOLVED, that funds will be reconciled each month and account A6610 544200 will be used to replenish the account, and be it further

RESOLVED, that the reconciled amount will be added to the monthly state claim for reimbursement, 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

DATE: January 19, 2023

TO: Government Courts and Consumer Affairs and Finance and Personnel

FROM: Betsy Sherman-Saunders

RE: Petty Cash for Weights & Measures

MEMO:

Oswego County Department of Weights and Measures works throughout the county to assure accuracy in all transactions based on weight or measure and to assure the quality of petroleum products offered for sale, and that work includes regular sampling of products. The Director of Weights & Measures is currently required to pay for samples out of pocket and is later reimbursed by the county, which can sometimes take weeks.

Petty cash on hand would eliminate the need for the director to pay for samples out of pocket and reduce the paperwork and clerical time for reimbursement.

Funds are already budgeted for reimbursement. There is no fiscal impact.

AGENDA# GC-5

RESOLUTION NO.

February 9, 2023

A RESOLUTION ESTABLISHING LOCAL LAW No. 1 OF 2023 TO CREATE A SUSTAINABLE ENERGY LOAN PROGRAM (C-PACE) IN THE COUNTY OF OSWEGO

By Legislator David Holst:

WHEREAS, a public hearing was held on February 9, 2023 and all interested parties having had an opportunity to be heard,

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

RESOLVED, County of Oswego Local Law No. 1 of 2023 entitled A LOCAL LAW ESTABLISHING A SUSTAINABLE ENERGY LOAN PROGRAM IN THE COUNTY OF OSWEGO and is hereby adopted and enacted in its entirety; and be it further

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

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

YES: NO: ABSENT: ABSTAIN:

LOCAL LAW NO. 1 - 2023

A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE) IN THE COUNTY OF OSWEGO

BE IT ENACTED BY THE COUNTY OF OSWEGO (THE "MUNICIPALITY") AS FOLLOWS:

Section 1. This local law shall be known as the "Energize NY Open C-PACE Financing Program" and shall read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

A. It is the policy of both the Municipality and the State of New York (the "State") to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The Municipality finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, "EIC"), a local development corporation, acting on behalf of the Municipality pursuant to the municipal agreement (the "Municipal Agreement") to be entered into between the Municipality and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the "Enabling Act").

B. The Municipality is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.

C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the "Energize NY Open C-PACE Local Law".

§2. Definitions

A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.

B. For purposes of this local law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

Annual Installment Amount – shall have the meaning assigned in Section 8, paragraph B.

Annual Installment Lien – shall have the meaning assigned in Section 8 paragraph B.

Authority – the New York State Energy Research and Development Authority.

Benefit Assessment Lien – shall have the meaning assigned in Section 3, paragraph A.

Benefited Property – Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

Benefited Property Owner – the owner of record of a Benefited Property.

EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of the State, authorized hereby on behalf of the Municipality to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from money collected by or on behalf of the Municipality as a charge to be levied on the real property.

Eligible Costs – costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals' fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement.

Enabling Act – Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

Finance Agreement – the finance agreement described in Section 6A of this local law.

Financing Charges – all charges, fees and expenses related to the loan under the Finance Agreement including accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

Financing Parties – Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the Municipality.

Municipality – the County of Oswego, a municipality of the State constituting a tax district as defined in Section 1102 of the RPTL of the State.

Municipal Lien – a lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

Non-Municipal Lien – a lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

Program – the Energize NY Open C-PACE Financing Program authorized hereby.

Qualified Project – the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy

System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

Qualified Property – Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this local law and the Enabling Act and has become the site of a Qualified Project.

Qualified Property Owner – the owner of record of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Property.

RPTL – the Real Property Tax Law of the State, as amended from time to time.

Secured Amount – as of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 8, paragraph C.

State – the State of New York.

§3. Establishment of an Energize NY Open C-PACE Financing Program

A. An Energize NY Open C-PACE Financing Program is hereby established by the Municipality, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the Municipality, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the "Benefit Assessment Lien") on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality.

B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§4. Procedures for eligibility

A. Any property owner in the Municipality may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the Municipality's offices.

B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the Municipality, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and §5 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.

C. If a positive determination on an application is made by EIC, acting on behalf of the Municipality, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with § 6 of this local law.

§5. Application criteria

Upon the submission of an application, EIC, acting on behalf of the Municipality, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;

B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;

C. Sufficient funds are available from Financing Parties to provide financing to the property owner;

D. The property owner is current in payments on any existing mortgage on the Qualified Property;

E. The property owner is current in payments on any real property taxes on the Qualified Property; and

F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the Municipality, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§6. Energize NY Finance Agreement

A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the Municipality, shall be a third-party beneficiary (the "Finance Agreement"). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property").

B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this local law have been met.

C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.

D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§7. Terms and conditions of repayment

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the Municipality. The special benefit assessment shall constitute a "charge" within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the Municipality, and shall be paid to the Financing Party as provided in the Finance Agreement.

B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the Municipality.

C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the Municipality, as provided in the Finance Agreement.

§8. Levy of Annual Installment Amount and Creation of Annual Installment Lien

A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the Municipality. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the Municipality, in the land records for properties in the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the Municipality.

B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the "Annual Installment Amount"). The Annual Installment Amount shall be levied by EIC, on behalf of the Municipality, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. Payment to the Financing Party shall be considered payment

for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the Municipality, EIC, or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.

D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the Municipality, or the Financing Party, as may be provided in the Finance Agreement.

E. EIC shall act as the Municipality's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.

F. EIC, on behalf of the Municipality, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the Municipality would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§9. Verification and report

EIC, on behalf of the Municipality, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

§10. Separability. If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect,

impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof involved in the controversy in which such judgment shall have been rendered.

Section 2. This local law shall take effect upon filing with the Secretary of State.

AGENDA# GC-6

RESOLUTION NO.

February 9, 2023

A RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF REAL PROPERTY TAX SERVICES – SENIOR EXEMPTION MAILING NOTICE

By Legislator Holst:

UPON the recommendation of the Government, Courts & Consumer Affairs Committee of this body, 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 and Budget Officer shall be their 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 REAL PROPERTY TAX SERVICES

Legislative Office Building 46 E Bridge St Oswego NY 13126 | (315) 349-8315 | www.oswegocounty.com/rpts

Corey Metz
Director of Real Property Tax Services

January 26, 2023

Informational Memorandum

Subject: Senior Exemption Notice Mailing, Fund Balance Request

Background: A mailing notice signed into law late last year (December 23rd 2022) requires all municipal corporations to annually send notice to all residential real property within their jurisdiction about the availability of the senior exemption. This notice is required to be mailed by January 30th and affects approximately 34,102 properties in Oswego County and was effective immediately upon its adoption.

Request: As this change in statute was not known at the time of the County's 2023 budget adoption no funds were allocated for this mailing in Real Property's budget, but in order to meet the mailing deadline a Purchase Order was necessary in January. This caused a short fall in the department's Postage (A1355-542400) and Other Fees and Services (A1355-543800) budget lines.

Recommendation: Transfer $15,485.68 from the Unappropriated Fund Balance: $13,436.00 to Postage and $2,049.68 to Other Fees and Services to cover this short fall.

OSWEGO COUNTY
NEW YORK
46 E Bridge St
Oswego NY 13126

FIRST CLASS MAIL
US POSTAGE
PAID
SYRACUSE, NY
PERMIT NO. 1

********SCH 5-DIGIT 13028 000001 1 1
[redacted]
PO BOX [redacted]
BERNHARDS BAY, NY 13028-0001

Important Notice on
County Tax Exemption
For Senior Citizens

Please Read

SENIOR CITIZEN TAX EXEMPTION

PROPERTY OWNERS 65 YEARS OF AGE OR OLDER WITH A GROSS HOUSEHOLD INCOME BELOW $37,400 MAY BE ELIGIBLE FOR COUNTY TAX EXEMPTION ON THEIR PRIMARY RESIDENCE. SENIOR CITIZENS HAVE UNTIL MARCH 1ST TO APPLY FOR EXEMPTION WITH THEIR LOCAL ASSESSOR. IF YOU ALREADY RECEIVE THIS EXEMPTION YOU MUST RENEW EACH YEAR BY MARCH 1ST. FOR INFORMATION, PLEASE CALL OR WRITE THE ASSESSOR FOR THE CITY OR TOWN IN WHICH YOUR PROPERTY IS LOCATED. THE NAME, ADDRESS AND PHONE NUMBER OF THE ASSESSOR IS SHOWN BELOW.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

(From) ACCOUNT NUMBER			To ACCOUNT NUMBER				
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION	DOLLAR AMOUNT
A	159900					Appropriated Fund Balance	$ (15,485.68)
			A1355	542400		Postage	$ 13,436.00
			A1355	543800		Other Fees and Services	$ 2,049.68
						TOTAL AMOUNT	$ -

COMMITTEE SIGNATURES DATE

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE

COUNTY ADMINISTRATOR DATE

DEPARTMENT HEAD DATE

COUNTY OF OSWEGO

GENERAL ADM POLICY - 2023-01

DRAFT

To: All County Officers and Departments

Date: January 25, 2023

Re: Out of Band Verification for Financial Transactions/Required Training For Phishing and Social Engineering

Effective Date: Immediately upon adoption.

Cyber threats, phishing and internet scams are becoming more prevalent in business each year and local governments are no exception. This past year, the county has witnessed one of its larger vendors being hacked, one of the largest counties in the state going off-line for months due to foreign hacking and a neighboring county experiencing outages with one of its core public systems. New safeguards are necessary and prudent as a result. This policy only applies to direct deposit and ACH payments; payments by traditional check are not covered by this policy.

1. OUT OF BAND VERIFICATION FOR ALL ELECTRONIC PAYMENT CHANGES AND REGARDING ESTABLISHING OF DIRECT DEPOSIT/ACH PAYMENTS

For NEW Automated Clearing House (ACH) payments for employees and vendors established in MUNIS, or any other electronic financial payment system the county uses, including direct deposit, the following process shall occur:

1. The initial employee/vendor request shall be in writing, signed by the vendor or employee and sent into the county for processing. The form shall have a street address/mailing address and trusted phone number in addition to e-mail.

2. The originating department establishing the vendor in MUNIS shall call to authenticate the vendor and to verify the bank account and routing information prior to disbursing any funds AND shall send a copy of the date-stamped form back to the vendor via U.S. Mail or fax. The vendor's name shall be the same as provided on the W-9. If anything is suspicious, consult your department head.

3. For new employees, the originating department establishing the employee in MUNIS shall call the employee to authenticate and to verify the bank account and routing information prior to disbursing any funds AND shall send a date-stamped copy of the stamped form back to the employee in a sealed envelope via interoffice mail to their county office address. The name for the employee shall reflect the employee's name on a W-9 or I-9. If anything is suspicious, consult your department head.

For CHANGES in Automated Clearing House (ACH) or direct deposit bank accounts or banks, the following process shall occur:

1. An employee or vendor must submit a request in writing via fax, U.S. Mail or personal delivery (not e-mail) a signed request to change bank account information for ACH or direct deposit purposes.

2. The receiving department shall call the employee or vendor at a trusted number to authenticate and verify same OR shall mail a postcard or letter to the vendor or employee at their last known postal address stating a request to change their bank information has been received, if they did not make this change to please contact the department ASAP AND that the change will not become effective until the following pay period/vendor batch (to allow sufficient time to contact the county if fraudulent).

The county will be exploring the feasibility of other out-of-band verification options going forward as regards electronic payments/vendor changes, for example: Push notifications sent to a mobile device; QR codes with encrypted transaction data; and, biometric readers for fingerprint scans or facial recognition.

2. PHISHING AND SOCIAL ENGINEERING TRAINING

The County will implement phishing and social engineering training for all employees with computer access and/or access to the county's financial system to mitigate risk in 2023 going forward. Social engineering includes phishing. Annual Training for phishing an social engineering is mandatory for all employees with computer and/or financial system access. The Department of Human Resources in conjunction with the Department of Central Services shall oversee the training and required curriculum.

General points regarding social engineering:

Social engineers manipulate human feelings, such as curiosity or fear, to carry out schemes and draw victims into their traps. Therefore, be wary whenever you feel alarmed by an e-mail, attracted to an offer displayed on a website, or when you come across stray digital media lying about. Being alert can help you protect yourself against most social engineering attacks taking place in the digital realm.

The following tips can help improve your vigilance in relation to social engineering hacks.

Don't open emails and attachments from suspicious sources – If you don't know the sender in question, you don't need to answer an email if it looks suspicious (e.g. asking for SSN or money). Even if you do know a sender and are suspicious about their message, cross-check and confirm the news from other sources, such as via telephone or directly from a service provider's site. Remember that e-mail addresses are spoofed all of

the time; even an email purportedly coming from a trusted source may have actually been initiated by an attacker.

Use multifactor authentication – One of the most valuable pieces of information attackers seek are user credentials. Using multifactor authentication helps ensure your account's protection in the event of system compromise.

Be wary of tempting offers – If an offer sounds too enticing, think twice before accepting it as fact. Googling the topic can help you quickly determine whether you're dealing with a legitimate offer or a trap.

Keep your antivirus/anti-malware software updated – While most of this is handled remotely by the county, make sure automatic updates are engaged, or make it a habit to download the latest signatures first thing each day on phones, tablets and personal devices. Periodically check to make sure that the updates have been applied, and scan your system for possible infections.

_____

Hon. James Weatherup, Chair of the Legislature

_____

Philip R. Church, County Administrator