

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR  
FEBRUARY 11, 2021**

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**RESOLUTION NO. 011**

**RESOLUTION AUTHORIZING TAX AGREEMENTS UNDER  
REAL PROPERTY TAX LAW §487(9) FOR ELIGIBLE SOLAR AND WIND  
PROJECTS WITHIN OSWEGO COUNTY**

By Legislator Holst:

WHEREAS, the County of Oswego has long been the home of electrical generation in New York State; and

WHEREAS, the county has not, heretofore, opted-out of the automatic real property tax exemption under Real Property Tax Law §487 to make solar or wind energy systems, farm waste energy systems, micro-hydroelectric energy systems, fuel cell electric generating systems, micro-combined heat and power generating equipment systems, electric energy storage equipment and electric energy storage systems, or fuel-flexible linear generator electric generating systems taxable for county tax purposes; and

WHEREAS, the county has received requests from developers to enter into tax agreements allowed under RPTL§487(9)(a) for solar and wind energy systems should the county request same; and

WHEREAS, the County of Oswego had considered opting-out of Real Property Tax Law §487 completely by local law, but doing so limits the county's flexibility to continue the exemption on residences, small business and small agricultural operations or to remain flexible regarding pricing and projects; and

WHEREAS, solar and wind developers are heavily-subsidized by the state and federal government and are competing with existing electrical generating facilities within the County of Oswego, including the Nine Mile Point Nuclear Plants, Sithe Independence, the Steam Station, hydroelectric plants and the county's Energy Recovery Facility, which employ county residents; and

WHEREAS, the County of Oswego Industrial Development Agency has experience dealing with developers and taxing jurisdictions and can also issue a tax agreement for solar and wind projects under RPTL§412-a in the alternative in towns and school districts which may have opted-out of the exemption or for those jurisdictions which have continued the exemption under RPTL§487; and

OSWEGO COUNTY  
LEGISLATURE

WHEREAS, the county requesting a tax agreement from larger solar and wind project developers or owners helps level the playing field for owners and developers but allows residents and small businesses and agriculture to continue to enjoy the tax exemption for county tax purposes; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that as the County of Oswego has not opted-out of RPTL§487, it hereby elects as a function of its home rule authority, to request and require a tax agreement in acceptable form to the County Attorney's Office under RPTL§487(9) for all solar and wind projects between 1 MW up to 5MW in size; and it is further

RESOLVED, that the payments to the county required hereunder shall be annual payments in an amount not to exceed the amounts which would otherwise be payable but for the exemption under RPTL§487 or \$5,500 per MW installed, whichever is greater up to the statutory ceiling, for a period of 15 years under that statutory provision; and, it is further

RESOLVED, that the owner or developer shall additionally post a payment bond for the full amount of the contractual payments in lieu of taxes due to the county upon execution of the agreement or stipulate that the improvements immediately become taxable upon any default notwithstanding the statutory exemption afforded by law; and, it is further,

RESOLVED, that while it is the intention of the county to continue the RPTL§487 statutory exemption for small residential, agricultural and business wind and solar on projects less than 1 MW within the county, projects greater than 5MW will be reviewed on a case-by-case basis by this body and/or the County of Oswego Industrial Development Agency; and, it is further

RESOLVED, under RPTL §487(9) if the owner or developer of such a system provides written notification to the county jurisdiction of its intent to construct such a system the county must notify the owner or developer of its intent to require a contract for payments in lieu of taxes hereunder within sixty (60) days of receiving the written notification and, when and if that occurs, the Chair shall send a written response indicating, *inter alia*, that the county intends to require a contract for payments in lieu of taxes and, moreover, that the preference of this body is that the owner or developer deal with the County of Oswego Industrial Development Agency for such agreement with the county together with the other taxing jurisdictions; and, it is further

RESOLVED, that as it is apparent to this body that solar and wind development within Oswego County will continue to grow, and, as there is a patchwork of zoning and land use ordinances across jurisdictions within the county with many containing no provisions solar and wind installations, the Oswego County Department of Community



Development, Tourism and Planning is hereby directed to distribute to all towns, cities and villages model zoning and land use language and recommendations for these solar and wind projects to include such items as recommendations for reclamation bonds, visual impact, setback and the like.

**ADOPTED BY VOICE VOTE ON FEBRUARY 11, 2021:**  
**YES: 21    NO: 3    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 012**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT  
RFP 20-PROBATION-005 OSWEGO COUNTY RESPITE PROGRAM**

By Legislator Terry Wilbur:

WHEREAS the County issued a request for proposal for an Oswego County Probation Respite program; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Onondaga County Division of Purchase solicited Requests for Proposals (RFO 20-Probation-005) from multiple qualified firms to provide respite program services; and

WHEREAS, the Oswego County Probation department and Onondaga County Division of Purchase has reviewed the proposals received and determined the proposal from Cayuga Home for Children D.B.A. Cayuga Centers of Auburn NY meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that the County of Oswego awards the professional service contract for providing Ready Respite services to Cayuga Centers of Auburn at a cost not to exceed seventy-one thousand nine hundred eighty-nine dollars (\$71,989.00) 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.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Request For Proposal #20-Probation-005 – Oswego County Probation Respite Program**

**Proposer Reply Cover Sheet**

Sealed Proposals are due by **2:00 p.m., December 29, 2020** at: Onondaga County Division of Purchase, John H. Mulroy Civic Center, 13<sup>th</sup> Floor, 421 Montgomery Street, Syracuse, NY 13202

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS**

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal #20-Probation-005 – Oswego County Probation Respite Program** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

Federal ID Number:

15-0532087

M/WBE Status N/A

Edward Myers Hayes

Cayuga Home for Children D.B.A. Cayuga Centers

Type or Print Name

Firm

President & Chief Executive Officer

101 Hamilton Avenue, Auburn, NY 13021

Title

Address

X  
Authorized Signature

12/18/20

((315) 253-5383 Ext. 1116 )/((315) 253-7278

Date

Telephone  
Number /Fax

Please attach any additional information to this sheet.

**Request For Proposal #20-Probation-005 – Oswego County Probation Respite Program**

**Proposer Information Sheet**

Proposing  
Organization:

Cayuga Home for Children D.B.A. Cayuga Centers

Address:

101 Hamilton Avenue, Auburn, NY 13021

Phone:

( ) (315) 253-5383 Ext. 1116

Fax:

( ) (315) 253-7278

Invoices Will Be From:

Address:

Cayuga Centers

101 Hamilton Avenue, Auburn, NY 13021

Person to Contact in Reference to Contract:

Name:

Ann Sheedy

Title:

Chief Operating Officer, CNY

Address:

101 Hamilton Avenue, Auburn, NY 13021

Phone:

( ) 315-253-5383 Ext. 1013

Fax:

( ) (315) 253-7278

E-mail:

ann.sheedy@cayugacenters.org

Signatory Authority:

Edward Myers Hayes, President and Chief Executive Officer

"In consideration of the limitations of this proposal, I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal."

Edward Myers Hayes, President and Chief Executive Officer

Name/Title

X 

Signature

12/18/20

Date

**Request For Proposal #20-Probation-005 – Oswego County Probation Respite Program**

**Sexual Harassment Certification**

**FOR ALL OSWEGO COUNTY CONTRACTS**

All Oswego County contractors must certify compliance with recent amendments to state law concerning sexual harassment prevention in the workplace and training as a term and condition to all county contracts.

By signing this Certification, the Contractor/Vendor certifies to the County of Oswego:

1. That this Certification shall be considered part of its primary contract with the County of Oswego as if more fully set forth therein; and
2. That Contractor/Vendor are now and will be in compliance with sexual harassment prevention and training programs as are more fully set forth hereinbelow:

**Terms Required by Law**

Pursuant to New York Finance Law § 139-L, the Contractor/Vendor, by signing this Agreement, certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees.

Cayuga Home for Children D.B.A. Cayuga Centers

Company

12/18/20

Date

Edward Myers Hayes

Type or Print Name

President & Chief Executive Officer

Title

Authorized Signature

**Request For Proposal #20-Probation-005 – Oswego County Probation Respite Program**

**Non-Collusion Certification**

**General Municipal Law§ 103-d**

- (a) By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
  - (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor;
  - (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (b) A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Cayuga Home for Children D.B.A. Cayuga Centers

Company

12/18/20

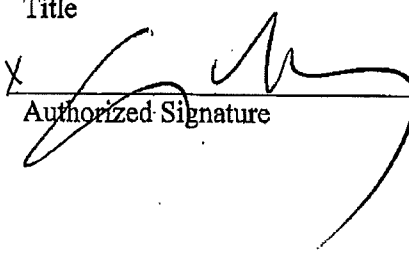
Date

Edward Myers Hayes

Type or Print Name

President & Chief Executive Officer

Title

X   
Authorized Signature

**Request For Proposal #20-Probation-005 – Oswego County Probation Respite Program**

**RESOLUTION FOR CORPORATIONS ONLY**

Resolved that Edward Myers Hayes, President and Chief Executive Officer (individual) is authorized to sign and submit the Bid or RFP of this corporation for the following project:

**Request For Proposal #20-Probation-005 – Oswego County Probation Respite Program**

and to include in such Bid or RFP the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate Responder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:


Cayuga Home for Children D.B.A. Cayuga Centers

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The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_

Cayuga Home for Children D.B.A. Cayuga Centers Corporation at a meeting of its Board of Directors

held on the 29 day of JULY, 2020, and is still in  
force on this 21 day of December, 2020.

  
Secretary

(Seal of Corporation)



**Oswego County Probation Respite Program**

**(RFP #20-Probation-005)**

**Cayuga Centers Ready Respite**

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## **I. Firm Profile**

Cayuga Centers' mission is to help children, families, and individuals grow as independent, healthy, productive citizens through quality counseling, out of home placement and support services. Originally founded as an orphanage in 1852, Cayuga Centers has spent over 165 years demonstrating adaptability and innovation as the agency has transformed and expanded its services to better meet the needs of the communities served. The agency has continuously adjusted to best practices as they evolve with advancing research. Beginning in the 1950s, Cayuga Centers moved away from serving orphaned children towards providing services to youth and their families that were facing challenges behaviorally and/or relationally. Now, Cayuga Centers is able to serve more families than ever before in ways that result in sustainable change and strengthened families. In the 2019-2020 year, Cayuga Centers served more than 10,785 youth and families.

Over 30 years ago, Cayuga Centers developed an Intensive Family Preservation Program in Cayuga County, offering services to at-risk children and their families. This program has served as a catalyst for the nationally-validated, evidence-based and evidence-informed programs that Cayuga Centers offers today. Our services now include a range of programs that serve and engage youth involved in the juvenile justice system, including Treatment Family Foster Care (TFFC), Functional Family Therapy (FFT), Multisystemic Therapy (MST) and SafeCare. This array of programs share a foundational goal of preventing out-of-home placements, including those caused by juvenile justice involvement. Our agency also provides planned and crisis respite services in an effort to avoid costly detention and out-of-home

placements and allow youth to remain in their home communities and in the least restrictive environments possible.

Cayuga Centers has office locations across Upstate New York, in New York City, and in South Florida and Delaware. As we have expanded our services, the agency has also built upon and strengthened its foundational systems to ensure efficiency and effectiveness across the agency. The agency has established centralized, stand-alone Human Resources, Continuous Quality Improvement (CQI), Training, and Finance departments to streamline processes, ensure consistency in quality of services, and provide a level of detail to these critical functions that would not be possible if embedded within programs. These robust, experienced departments act as critical supports and resources to program staff, ensuring that program staff can maintain focus on provision of the highest quality services to the youth and families that we serve. Additionally, all of our programs depend on a team approach, and program teams often engage with one another to provide insight, resources, and holistic support for families. For example, clinicians in our TFFC program may seek out input and support from members of the MST or FFT team when appropriate and applicable to provide a youth and/or family with the most appropriate and beneficial services. Programs also work together to provide appropriate referrals when additional services are necessary.

## **II. Project Team**

For families with juvenile justice involved youth who are at risk of entering placement, access to a variety of services and supports is a critical component to ensuring family stability and, ultimately, reducing the likelihood of entry or reentry into the system. As these families

navigate challenges, having a safe space for the youth to stay outside of the home allows for the family to avoid escalating conflict and to maintain or regain stability. Therefore, in keeping with the agency's history and mission of strengthening and supporting families, Cayuga Centers is proposing a Ready Respite program in Oswego County for families with juvenile justice involved youth ages 9-17.

The Ready Respite program will provide a safe and nurturing family environment for youth to stay for up to five nights at a time in order to provide the space for a family to decrease conflict and maintain or achieve stability. Cayuga Centers is actively recruiting a foster family within Oswego County or in neighboring Baldwinsville, NY, ensuring that the foster family will be within 20 miles or less of Oswego County's borders. The Ready Respite family will have a maximum of ten nights per month available for youth to stay, at a maximum of five nights per youth. Additionally, in the event that clinical support would benefit a family, Ready Respite participants will be referred to Cayuga Centers' existing MST or FFT programs. This network of internal support, partnered with Cayuga Centers' vast experience connecting families with community-based supports, ensures that families participating in Ready Respite not only get the time and space that they need to focus on family stabilization, but also access to clinical services and community resources that will support sustained progress and reduce the likelihood of future juvenile justice involvement.

The Ready Respite foster family will be trained and licensed in-house by Cayuga Centers' staff who have extensive experience in training and licensing foster families for our Central New York TFFC program. The foster parents will be trained using the ARC (Attachment, Regulation, and Competency) Reflections training curriculum. This is a

trauma-informed approach to foster parenting that will equip the foster parents with a high level of understanding of how trauma impacts behaviors. Foster parent training will also include Mandated Reporter training, First Aid/CPR training, enhanced training on grooming behaviors, and prudent parenting training. Additionally, foster parents are offered monthly support group participation, as well as continuing education opportunities through our internal Learning Management System (LMS).

Once operational, the foster family will receive ongoing support from a Behavioral Case Planner who will be in regular contact with the family while a youth is staying in Ready Respite. In addition, the foster family will have access to 24/7 on-call crisis support, covered by a rotating Cayuga Centers care team with access to case files and client histories. The Behavioral Case Planner will provide transportation between the respite home and the biological family home, as well as to any necessary community resources. If circumstances require, the foster family will also be equipped to provide transportation.

Referrals to the Ready Respite program will be made directly from the Oswego County Probation Department and accepted Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. Weekend respites will be planned in advance during regular weekday business hours. Program staff will carry on Cayuga Centers' well-established routine of reporting to the county, and will maintain consistent communication with the Oswego County Probation Department to ensure efficient and effective program operations, including providing any statistical information required. Cayuga Centers has a demonstrated commitment to dynamic data collection, analysis and evaluation. The CQI department will work in partnership with the Ready Respite team to ensure that outcomes are appropriately tracked and reported, that the highest quality of services

are delivered, and that participant feedback is regularly collected, analyzed, and translated into program improvement.

Cayuga Centers is committed to providing individualized services in a trauma-sensitive manner. We develop relationships with those being served by assuming the positive intent in the actions of others, taking a strength-based approach that builds on the preexisting skills and strengths of an individual or family, and crafting service plans in partnership with individuals and families. As with all of the agency's interventions, the Ready Respite program will be delivered in the least restrictive setting and remain child-centered and family-focused. Therefore, all services will be tailored to the individual youth and family needs.

Cayuga Centers also exemplifies the belief that diversity strengthens all aspects of operations and that all people must be treated equitably, fairly and with human sensitivity and respect. As such, the agency places a significant emphasis on ensuring diversity and inclusion in the workplace and providing culturally appropriate services for the diverse populations that we serve. The agency recruits, hires, trains and retains culturally diverse staff who reflect the communities we serve. This results in a robust work environment and a deeper cultural and linguistic understanding of those we serve.

The Ready Respite program will be overseen by Dr. Ann Sheedy, MSW, PhD, and Chief Operating Officer of CNY. Ann began at the agency, then known as Cayuga Home for Children, in 1991. She was responsible for the creation of the Family Preservation Program, which initiated the Community-Based Interventions Department. Ann left the agency in 2002 to pursue work with other human services agencies and return to academia. She rejoined Cayuga Centers in 2016 and oversees the Out-Of-Home Care, Community-Based Interventions, and Services for

People with Developmental Disabilities, and Behavioral Health Support Services departments. She also facilitates CNY operations, including maintenance, food services, and health and wellness. With a master's degree in social work and a PhD in Child and Family Studies from Syracuse University, Ann has held a faculty position at Cazenovia College in human services. Ann oversees the Vice President of Clinical Services, Laura Crouch, LCSW, who will be providing supervision and leadership to the Behavioral Case Planner. Ann holds weekly supervision with Laura and provides regular programmatic support.

The Ready Respite program will also benefit substantially from the leadership of Mrs. Laura Crouch, LCSW. Mrs. Crouch has been with the agency for nearly ten years, beginning as a Residential Therapist and working her way to Vice President of Clinical Services. In this role, Mrs. Crouch oversees our Treatment Family Foster Care (TFFC) program. As such, she is an agency expert on foster parent recruitment, training, retention, and ongoing support. She has a passion and an exceptional skill set for ensuring the safety and well being of both children in foster care and foster families, with the ultimate goal of sustainable family reunification. She will bring this expertise and passion to her oversight role for the Ready Respite program.

The Behavioral Case Planner (0.5 FTE) will provide case planning services for youth, as well as oversight and support to the foster family. The Behavioral Case Planner will have a master's degree in a human services related field with a minimum of one year of foster care, intensive in-home service model, or residential experience with progressive responsibilities. This position will be regularly available to the foster family, and will receive weekly supervision and regular support from their supervisor. There will be no subcontractors for this position, and all services will be provided in-house, including training, human resources, data collection and

reporting, and financial management. Please see Attachment F for resumes of key staff and a Behavioral Case Planner job description, and Attachment G for an organizational chart for the Ready Respite program.

### **III. References and Firm Experience**

James C. Czarniak  
JCZ Consults  
(315) 530-8210  
James.Czarniak@JCZconsults.com

Mr. Czarniak is the former Deputy Commissioner of the Onondaga County Department of Social Services beginning in July 2016, where he oversaw a wide variety of programs and contracts in partnership with Cayuga Centers for nearly four years. This included coordination with Cayuga Centers and service provider partners in Onondaga County to implement evidence-based and evidence-informed programs such as TFFC, Functional Family Therapy – Therapeutic Case Management (FFT-TCM), and Children and Family Treatment Support Services (CFTSS) to serve county adolescents and their families. The value of these contracts and programs during Mr. Czarniak’s tenure as Deputy Commissioner totaled in excess of \$1 million annually.

Sherry Bianco  
Deputy Director  
Cayuga County Department of Human Services  
160 Genesee Street Auburn, NY 13021  
(315) 224-2611

Sherry Bianco is Deputy Director of the Cayuga County Department of Human Services. In this role, Bianco has overseen a wide range of partnerships with Cayuga Centers that address the needs of county youth and their families using a variety of specialized treatment modalities. In recent years these collaborative efforts have included the implementation and management of Community Based Initiatives such as the Cayuga Centers Respite location, the SafeCare parental education program, and Family Support and Family Preservation interventions. Cayuga Centers also partners with the Cayuga County Department of Human services to deliver intensive therapeutic interventions including FFT, MST and TFFC. During the most recent year, the value of these contracts and programs administered by Ms. Bianco and her colleagues totaled in excess of \$1.4 million of services supporting adolescents and their families.

Donna Wills-Nestler  
Assistant Director  
Onondaga Department of Child and Family Services  
John H. Mulroy Civic Center  
421 Montgomery Street  
Syracuse, NY 13202  
(315) 723-1077  
donna.wills@dfa.state.ny.us

Ms. Wills-Nestler has held a series of roles with the Onondaga Department of Child and Family Services for more than a decade, including serving as Assistant Director for the past year. In her different roles with Onondaga County, Ms. Wills-Nestler has had extensive engagement with Cayuga Centers in the delivery and management of a range of programming and services for adolescents and their families. These programs include Onondaga County's involvement in the TFFC, FFT-TCM, and Children and Family Treatment Support Services (CFTSS). During



the most recent year, the value of these contracts and programs administered by Ms. Wills-Nestler and her colleagues totaled in excess of \$1 million of services supporting adolescents and their families.

#### **IV. Schedule**

Cayuga Centers has already begun actively recruiting a Ready Respite foster family and anticipates that the foster parents will be recruited, trained, certified, and prepared to accept youth within sixty to ninety days of award notification. Additionally, the agency has already established the internal capacity and staffing that is needed to implement this program.

V. Fee

Cayuga Centers Ready Respite  
RFP #20-Probation-005  
Oswego County Probation Respite Program



Original 10 Nights Per Month

I. Personnel

Position	FTE	Annual Salary	Total Expense
Behavioral Case Planner	0.5 FTE	\$60,000.00	\$30,000
VP Services	0.025	\$102,500.00	\$2,563
		Salary Subtotal	\$32,563
Fringe	30%		\$9,769
		Salary Plus Fringe	\$42,331

II. Other Than Personnel  
Expenses

Expense	Description	Total Expense
Foster Parent Stipend	\$50 per night 1 youth, 12 mos 10 nights	\$6,000
Transportation		\$9,558
Cell phone		\$600
Equipment		\$1,500
	Subtotal	\$17,658
Total Ready Respite budget		\$59,989
	# Respite Stays/Year	120

III. Foster Parent Retainer  
Expense

Expense	Description	Total Expense
Retainer payment, fixed cost to hold the bed	\$1,000 per month	\$12,000

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Total Annual Contract	\$71,989
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## **VI. Cover Sheets and Attachments**

Cover Form A: Proposer Reply Cover Sheet

Cover Form B: Proposer Information Sheet

Cover Form C: Sexual Harassment Certification

Cover Form D: Non-Collusion Certification

Cover Form E: Resolution for Corporations

Attachment A: Resumes of Key Staff

Attachment B: Behavioral Case Planner Job Description

Attachment C: Organizational Chart

Ann Sheedy, LMSW, PhD  
14 Center Street, Cazenovia, New York, 13035  
(315) 416-4242 [alsheedy@cazenovia.edu](mailto:alsheedy@cazenovia.edu)

## **EDUCATION**

**Syracuse University**, Falk College of Sport and Human Dynamics, Syracuse, N.Y.

**PhD.** in Child and Family Studies awarded May 2013

Dissertation Title: *Pathways from Familial Adolescent Abuse to Internalizing and Externalizing Behavior: A Systemic Family Development Approach*

Dissertation Chair: Professor D. Bruce Carter, MA, PhD, Associate Professor, Child and Family Studies

**MSW**, School of Social Work, May 1991

**BSW**, School of Social Work, May 1990

## **UNIVERSITY TEACHING EXPERIENCES**

### **Introduction to Counseling**

Cazenovia College, Fall 2013, Spring 2014, Fall 2014, Spring 2015, Fall 2015, Spring 2016

Instructor

### **Intervention Strategies**

Cazenovia College, Fall 2013

Instructor

### **Working With Families in Crisis**

Cazenovia College, Fall 2013, Fall 2014, Fall 2015, Spring 2016, Summer 2016

Instructor

### **Human Services Internship Seminar II**

Cazenovia College, Spring 2014, Summer 2014, Spring 2015, Summer 2015, Spring 2016

Instructor

### **Human Services Internship Seminar III**

Cazenovia College, Spring 2014, Summer 2014, Spring 2015, Spring 2016

Instructor

### **Social and Behavioral Sciences Summer Internship**

Cazenovia College, Summer 2014, Summer 2015, Summer 2016

Instructor

### **Child, Youth, and Family Services**

Cazenovia College, Spring 2014, Fall 2014, Spring 2015, Fall 2015, Spring 2016

Instructor

### **Introduction to Gerontology**

Cazenovia College, Spring 2014

Instructor

### **Senior Capstone**

Cazenovia College, Spring 2015

Instructor

**Human Behavior in the Social Environment**

Syracuse University School of Social Work, Fall 2011, 2012

Instructor

**Gerontology**

Syracuse University Department of Child and Family Studies, Spring 2009, Fall 2012

Teaching Assistant 2009, Instructor, 2012

**Critical Incidents in Family Development**

Syracuse University Department of Child and Family Studies, Fall 2008 and Spring 2010

Instructor

**Generalist Social Work Practice I**

Syracuse University School of Social Work, Fall 2008

Instructor

**PRESENTATIONS/POSTERS/PUBLICATIONS**

December 2015, Developed ancillary materials for text, *Families & Change: Coping With Stressful Events and Transitions*, Sage Publications.

October 2014, Gender Development Research Conference, Poster titled: *Adolescents' Responses to Parental Aggression: Examining the Boys' and Girls' Externalizing and Internalizing Behaviors*.

July 2015, Issues in Aging, Cazenovia College, Summer College

April 2015, Human Services Graduate School Information Session

July 2014, How Do We Discipline Our Children? Cazenovia College, Summer College

July 2013, Does Corporal Punishment Put Children at Risk for Child Abuse? Cazenovia College, Summer College

June 2013, Review Text, *Families & Change*, 5<sup>th</sup> Edition, Edited by Christine A. Price, Kevin R. Bush, & Sharon J. Price.

**AWARDS**

Margery Pinet Fund Award, 2014

Tedesco Mini-Grant, Spring 2016

21<sup>st</sup> Century Fund Award, Fall 2015, The Script, performance for campus and community confronting dating violence and sexual assault, co-wrote grant

Cazenovia College Alumni Association 2015-2016 Grant awarded to provide 5-hour driver education training for Cazenovia students, co-wrote grant

The National Organization for Human Services Honor Society inductee, May 2015

**SERVICE TO THE COMMUNITY**

Spring 2016, Brought international speaker, Ashley Rhodes Courter for campus and community

Summer 2014-present, Member of Board of Directors, Community Resources for Independent Seniors (CRIS). In 2015, voted to Senior Board. Currently serving as Secretary.

Fall 2015, The Script, performance for campus and community confronting dating violence and sexual assault, co-wrote grant through 21<sup>st</sup> Century Fund

**UNIVERSITY EXPERIENCES**

**Research Assistant**, Syracuse University, Department of Civil and Environmental Engineering, 2009-2011

*From the Battlefield to the Classroom: Designing Pathways to Engineering for*

**American GI's, National Science Foundation Research Grant, NSF 09-29**

- Multidisciplinary research project involving Military Personnel
- Facilitated multiple focus groups with enlisted service persons, officers and veterans from all branches of the military to discuss strengths and support needs for those involved in Operation Enduring Freedom and Operation Iraqi Freedom
- Experience working with researchers from diverse scientific and technical backgrounds
- Prepared analytical documents including, executive reports and findings from research
- Participated in development of focus group model
- Co-authored Moderator Guide and Facilitator Training Materials
- Assisted in the training of research team
- Organized focus groups with active duty and veteran service members
- Participated in Analysis of research findings

**Student Support Counselor, Syracuse University, Falk College of Sport and Human Dynamics, 2009-2012**

- Responsible for working with students at the highest risk of suspension and/or expulsion from Syracuse University
- Office-based counseling with university students
- Provide research on best-practice student advising
- Work with multidisciplinary professionals to support students
- Provide assessments and referrals to students

**NON-PROFIT EXPERIENCES**

**Child and Family Evidenced-Based Coordinator, Liberty Resources, Syracuse, NY, 2004-2006**

- Member of senior management team
- Responsible for supervision of program directors
- Responsible for strategic program expansion
- Community collaborations with Juvenile Justice and Child Welfare , Mental Health, and the Office of Developmental Disabilities
- Field instructor for social work students

**Executive Director, McMahon/Ryan Child Advocacy Site, Syracuse, NY, 2002-2003**

- First executive director of agency
- Forged strategic relationships with criminal justice mental health and medical systems as well as other service providers in the community
- Managed budgets
- Represented agency in the community
- Reported monthly to Board of Trustees
- Field instructor for social work students

**Deputy Chief Executive Officer, Cayuga Home for Children, Auburn, NY, 2000-2002**

- Oversaw three agency departments including residential treatment, community-based resiliency, and OMRDD programs

- Created and monitored policies and procedures
- Acquired national agency accreditation
- Monitored budgets
- Supervised agency leadership
- Participated in community coalitions
- Sat on Judges committee
- Participated in yearly conference development

**Coordinator**, Continuous Quality Improvement, Cayuga Home for Children, Auburn, NY, 1997-2002

- Created systems to ensure program compliance
- Created process of regular program evaluation
- Met with program directors for departmental reviews
- Supervised Resiliency program directors
- Recommended programmatic changes, policy and procedural modifications
- Reported findings to CEO and Board of Trustees
- Field instructor for social work students

**Director**, Family Resiliency Department, Cayuga Home for Children, Auburn, NY, 1994-2002

- Oversaw several treatment-based programs for youth and families
- Responsible for multiple budgets
- Authored several program expansion grants
- Supervised professional staff
- Responsible for monthly program reports
- Responsible for quarterly and yearly program evaluations
- Lead and participated in yearly retreats
- Field instructor for social work students

**Supervisor**, Family-Based Services, Cayuga Home for Children, Auburn, NY, 1991-1994

- Supervised masters level therapists
- Provided crisis-intervention for families
- Provided regular staff training
- Managed a caseload
- Responsible for program oversight, reporting and program evaluation
- Responsible for grant writing
- Field instructor for social work students

## **EXPERIENCE IN AGENCY ACCREDITATION**

**Principal Administrator**, initial accreditation through the Council on Accreditation for Services for Children and Families (COA), Cayuga Home for Children, achieved 2001

**Community Representative** for re-accreditation through CSWE, Syracuse University School of Social Work, 2005

## **GRANT ADMINISTRATION**

**Primary Author**

- Functional Family Therapy, Department of Health and Human Services Safe Schools sub-grant, \$250,000
- Multidimensional Treatment Foster Care, NYS Health and Human Services, \$250,000
- Children's Services Initiative, NYS Office of Mental Health, \$30,000
- Family Reunification, Cayuga County Block Grant, \$134,000
- Family Support Program, Cayuga County Block Grant, \$110,000
- Family School Partnership Program, Cayuga County Block Grant, \$160,000
- Family Support and Reunification, Seneca County Block Grant, \$220,000

#### **Contributing-Author**

- Multidimensional Treatment Foster Care, Miami/Dade County, Florida
- Federal Office of Juvenile Justice and Delinquency Prevention, 2006, \$370,000
- Options For People Through Services, Onondaga County, New York, The Office of
- Mental Retardation and Developmental Disabilities (Federal), 2005, \$2,000,000
- Multisystemic Therapy , Tioga County Block Grant, New York, 2005, \$90,000

#### **CERTIFICATIONS AND MEMBERSHIPS**

Future Professoriate Program University Teaching Certification, 2013

National Association of Social Workers, member

National Council on Family Relations, member

Society of Research in Child Development, member

Board Member, Community Resources for Independent Seniors, Secretary, 2014- present

New York Licensed Master Social Worker through July 2016

Madison County Suicide Prevention, 2014-present



# LAURA CROUCH

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NYS Licensed Clinical Social Worker

## EXPERIENCE

**DATES FROM JUNE 2017– PRESENT**

**VICE PRESIDENT OF CLINICAL SERVICES, CAYUGA CENTERS**

Provide daily oversight to the foster care program in CNY. Run weekly treatment team meetings as well as co-facilitate weekly staff meetings with the other treatment team members. Educate colleagues from other professions and staff about clinical views and interventions.

**DATES FROM NOVEMBER 2014– JUNE 2017**

**DIRECTOR OF CLINICAL SERVICES, CAYUGA CENTERS**

Provide oversight to team of clinicians in a multi-service residential treatment center that serves adolescents in the child welfare and/or juvenile justice system. Treatment is guided by the Trauma Systems Therapy (TST) model, a model to guide treatment for traumatized youth that addresses emotional dysregulation as well as the environment in which the youth resides. Provide individual and family therapy guided by the TST model. Also facilitate weekly group therapy, with a concentration in grief group therapy. Run weekly treatment team meetings as well as co-facilitate weekly staff meetings with the other treatment team members. Educate colleagues from other professions and staff about clinical views and interventions. Work closely with clinical team, as well as psychologist, nurse practitioners of psychiatry, and clinicians from other departments, to come up with collaborative diagnoses as well as develop individualized treatment plans.

## EDUCATION

**MASTER OF SOCIAL WORK, SYRACUSE UNIVERSITY**

**BACHELOR OF ARTS AND SCIENCES, SOCIOLOGY AND CHILD AND FAMILY STUDIES, SYRACUSE UNIVERSITY**



## **JOB SUMMARY**

**Title of Position: Behavioral Case Planner**  
**Supervisor: Lead Case Planner/Assistant Director**  
**of CNY TFFC Services**

**Department: CNY TFFC**  
**FLSA Status: Exempt**

Our Culture is built on these competencies. We foster a team-oriented environment and encourage creative solutions.

### **Embrace Cayuga Centers Competencies:**

- Demonstrates Team Work & Partnership within the agency and the communities we serve
- Delivers Results while Embracing Excellence and Efficiency
- Leads with a Strong Belief in the Values We Hold at Cayuga Centers
- Acts and Leads with Human Sensitivity and Respect
- Embraces Change, Innovation, and Opportunities

**JOB OBJECTIVES:** Under the Supervision of the Lead, Behavioral Case Planner this staff member provides case management and intensive behavior management services for Treatment Family Foster Care Youth and Families. The Behavioral Case Planner oversees the behavioral interventions and treatment activities for each youth and family, in addition to providing oversight and support to Treatment Foster Families. The Behavioral Case Planner coordinates service provision and consistently communicates with each youth's family/guardian as well as the placing agency around important issues. The Behavioral Case Planner acts as a part of the youth's Treatment Team, whose ultimate goal is to ensure that every one of the placed youth is living in a nurturing, safe, and permanent family as quickly as possible.

### **SKILLS/QUALIFICATIONS:**

- Education:
  - Master's degree in Human Services related field with minimum of one year of foster care, intensive in-home service model, or residential experience with progressive responsibilities
  - Bachelor's Degree in a Human Services related field and a minimum of two years of experience with intensive in-home service model or Residential Care experience with progressive responsibilities
- Experience in Case Planning and/or providing direct services to youth and families preferred
- Experience implementing and overseeing various behavior management interventions to assist youth with challenging behaviors in various settings (i.e. home, foster home, school, work)
- Ability to support and provide feedback to foster parents as they implement recommended individualized interventions
- Ability to understand child development and behavior management strategies that work best for youth who have experienced trauma and co-occurring mental health problems
- Ability to respond to youth and families in crisis, utilize de-escalation strategies, and provide home based stabilization.
- Ability to facilitate meetings and trainings
- Ability to handle confidential material in a responsible manner
- Ability to maintain and uphold professional boundaries
- Ability to communicate clearly in writing and verbally

- Ability to work effectively and patiently with others in difficult and/or stressful situations
- Valid NYS Driver's License required
- Safe and dependable vehicle required

#### **PHYSICAL REQUIREMENTS:**

- Ability to drive and operate a motor vehicle with passengers for at least four consecutive hours
- Ability to participate in physical activities with program youth, including running, jumping, bending, and twisting
- Ability to sit or stand for prolonged periods of time
- Ability to walk up and down stairs repeatedly

#### **HOURS PER WEEK:**

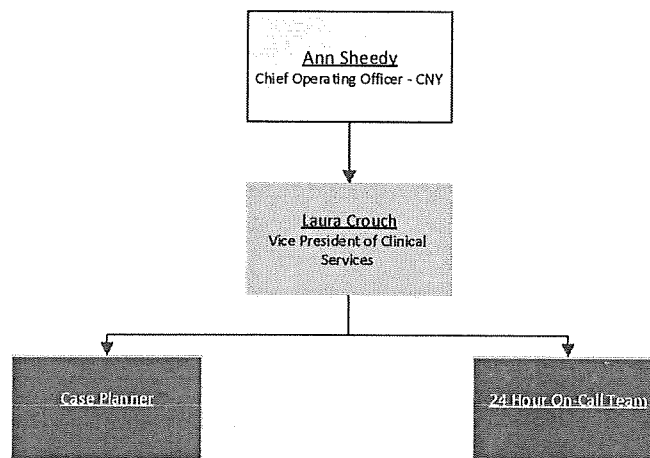
- 40 hours, exempt position
- Ability to flex schedule to meet program needs, including ability to work afternoons, evenings, and weekends
- Participates in 24/7 on call rotation

#### **FUNCTIONS:**

- Facilitate youth orientation and ensure/oversee a safe transition into the foster home
- Develop visitation and discharge plans with the youth, family, and stakeholders at placement to ensure that discharge criteria are clear and defined
- Ensure that youth are safe and well cared for in the foster home through development and maintenance of a positive working relationship with both the youth and foster parents
- Develop, monitor, and revise strength based behavior modification plans and oversee the implementation of these plans within the foster home
- Respond to youth and families in crisis, utilize de-escalation strategies, and provide home based stabilization.
- Ensure visits with family members, siblings and other relatives are occurring as often as possible
- Explore kinship resources for all youth
- Ensure that each child is progressing toward permanency with the goal of achieving permanency within one year
- Develop concurrent plans for each youth
- Register youth in school and ensure that each youth is meaningfully engaged in their education
- Work collaboratively and communicate clearly and respectfully with colleagues, families, and other service providers
- Develop, monitor, and revise service plans for youth and families that are inclusive of input of the youth, biological family/guardian, foster family, and stakeholders
- Complete timely, clear, and concise progress notes, Family Assessment and Service Plans, Permanency Hearing Reports and other documents as required or requested
- Consult with the youth's Treatment Team and participate in supervision with the Lead Behavioral Case Planner
- Represent Cayuga Centers in Family Court hearings as related to the children and families served
- Maintain regular contact with youth and foster parent and respond immediately to early signs of disruption
- Immediately respond to emergencies, such as runaways, accident, or medical problems
- Provide transportation for youth as needed
- Document all contact with youth and families
- Attend and facilitate treatment related meetings such as school meetings, Service Plan Reviews, Clinical Team meetings, etc.
- Plan and Facilitate Treatment Foster Parent Support Group bi weekly
- Meet with Foster Parents to discuss youth's treatment and progress and offer necessary support and feedback to ensure a successful placement.
- Respond in a positive and respectful manner to diversity, among the agency's service population and staff
- Responsible for maintaining the privacy and confidentiality of Protected Health Information of service recipients in any form (e.g., computer access, conversation, document) during and surviving the termination, expiration or cancellation of employment/association with Cayuga Centers
- Responsible for complying with rules and regulations governing access to Protected Health Information under HIPAA. Access to Protected Health Information is limited to the extent required to perform responsibilities effectively and efficiently. No access will be permitted unnecessarily. These essential job functions dictate the level of access, use, and disclosure of confidential information.
- Perform other duties as requested by immediate supervisor, Program Director or the Chief Executive Officer



Oswego County Ready Respite Program Organization Chart



**RESOLUTION NO. 013**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT  
REGARDING THE ORWELL (COUNTY ROUTE 2) TOWER SITE WITH NEW  
CINGULAR WIRELESS, PCS, LLC**

By Legislator Terry Wilbur:

WHEREAS, the County of Oswego has, heretofore, constructed a communications tower within the town of Richland for E-911 public safety and county communications purposes located at 1881 County Route 2, Richland NY 13144; and

WHEREAS, there is remaining unused space for an additional tenant upon said tower which is desirable to New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (hereinafter "New Cingular") as tenant; and

WHEREAS, certain engineering and radio interference studies have been conducted and the proposed lease will not have an effect on county operations; and

WHEREAS, the placement of cellular antennae upon the tower will improve cell phone communications for subscribers of New Cingular in the Town of Richland and in surrounding areas; and

WHEREAS, New Cingular has agreed to pay market rents acceptable to the Department of Emergency Communications with an escalator for subsequent lease terms; and

WHEREAS, a resolution is required under County of Oswego Local Law Number 2 of 2005 to enter into said lease,

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

RESOLVED, that, in light of the foregoing, the unique nature of cell tower markets and the fact other cell carriers are well-established in the area, the county hereby waives the requirement for publicly let bids or proposals for this lease; and it is further

RESOLVED, that the Chair of the Legislature be and is hereby authorized to enter into a lease with New Cingular in acceptable form to the Department of Emergency Communications and the County Attorney for an initial five (5) year term with subsequent renewal terms authorized up to twenty (20) years in accordance with the annexed term sheet; and it is further

RESOLVED, that the initial rent shall be \$2,200 per month with a one and one half (1.5) percent escalator in rent per annum.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

LEGISLATURE

COUNTY

OSWEGO



KEVIN B. POOLEY  
*Director*

OSWEGO COUNTY  
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT

315-349-8215  
Fax 315-349-8229

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

## INFORMATIONAL MEMO

### OR1 Co-Location Agreement

01/28/21

The County has been approached by AT&T Firstnet, to co-locate equipment at our Orwell 1 site in the town of Richland.

The footprint required for the equipment and impact to the loading of the tower is minimal.

A proposed monthly amount has been set at \$2,200.00 with a 1.5% annual escalator for this agreement and a proposed Lease Agreement has been drafted (attached). The estimated revenue identified in the proposed 2021 budget will increase approximately \$15,000 depending on when the equipment gets turned on.

I am asking this Committee to approve this agreement and to move it to Finance and Personnel pending final approvals of legal documents and engineers report.

**RESOLUTION NO. 014**

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
SETTLEMENT AND RELEASE AGREEMENT WITH INDEPENDENT  
WIRELESS ONE LEASED REALTY CORPORATION**

By Legislator Terry Wilbur:

WHEREAS, the County of Oswego and Independent Wireless One Leased Realty Corporation and/or its predecessor in interest on behalf of Sprint/T-Mobile have had a long-standing lease agreement concerning a portion of a tower located on 111 East Eleventh Street within the City of Oswego with rents payable to the county; and

WHEREAS, upon notification and review of payments received it is mutually agreed that there is an overpayment in rents in the county's favor over many years under the lease terms; and

WHEREAS, the parties have conferred and, by way of mutual agreement, agreed to a stipulated sum of \$10,008.00 in a rent abatement credited monthly at \$417.00 per month until satisfied while the lease continues and with the exchange of mutual releases; and

WHEREAS, this settlement and release agreement avoids a higher lump sum refund, the uncertainties and costs of litigation and is in the best interests of the county; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chairman of the Legislature be, and is hereby, authorized to execute the annexed settlement and release agreement; and, it is further

RESOLVED, that the E-911 Communications Department and/or County Treasurer be and are hereby authorized to make any adjustments to accounts receivable as may be necessary to effectuate same.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



Kevin B. Pooley  
Director

OSWEGO COUNTY  
COUNTY OF OSWEGO  
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT

315-

Fax 315-349-8500

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

## Informational Memo

Oswego City tower site rent abatement  
1/28/21

Sprint wireless has contacted the 911 Center and provided documentation that they have overpaid the rent for the space they use on the Oswego City tower for a period of 14 years. The County Attorney, and the 911 Director have reviewed all of the information provided and have confirmed that an overpayment of \$21,655 has been made over the period. Since the amount paid was defined by Sprint the 911 Director and County Attorney do not feel that the entire amount should be reimbursed to Sprint.

Through negotiations Sprint has agreed to have their rent amount abated for the Oswego City tower site for a period of two year at \$417 per month for a total of \$10,008. This will reduce the 911 revenue budget by \$5,004 per year for the 2021 budget and the 2022 budget. However, an addition of an unplanned and unbudgeted co-location with AT&T Firstnet at the OR1 tower site will offset the loss of revenue in the approved 2021 911 budget.

The 911 Director is asking for the Legislature to approve the agreement as negotiated between Oswego County and Sprint. Thank you for your consideration.



**RESOLUTION NO. 015**

**RESOLUTION AMENDING AND CONFORMING RESOLUTION NUMBER 125  
OF 2020 CONCERNING A LEASE AGREEMENT WITH VERIZON WIRELESS**

By Legislator Terry Wilbur:

WHEREAS, this body has heretofore approved Resolution 125 of 2020 regarding rents paid to the County of Oswego; and

WHEREAS, the payment schedule approved does not conform with the terms of the agreement struck between the parties; and

WHEREAS, a resolution is both necessary and desirable to conform same,

NOW, THEREFORE, it is hereby

RESOLVED, that Resolution Number 125 of 2020 be and hereby is amended to conform the rents to the lease and to provide that rent in the amount of rents due to the county is \$2,500 per month.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



Kevin B. Pooley  
Director

OSWEGO COUNTY  
COUNTY OF OSWEGO  
E-9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT

315-

Fax 315-349-8500

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

## Informational Memo

Amendments to resolutions 125 & 126 of 2020  
1/28/21

It has recently come to the 911 Director's attention that the resolutions that were passed in July of 2020 regarding co-location agreements with Verizon Wireless have rent amounts that do not match the amounts that were finalized on the lease agreements for the Granby tower site and Orwell tower site. The monthly rental amount on the resolutions state that Verizon Wireless would be paying \$2,800 per month for each site. The amount on the final version of the lease agreement is \$2,500 per month for each site.

The 911 Director is requesting that both resolutions 125 and 126 from 2020 be amended to state \$2,500 per month as defined in the lease agreements agreed to by Verizon Wireless and 911. Thank you for your consideration.

**RESOLUTION NO. 016**

**RESOLUTION AMENDING AND CONFORMING RESOLUTION NUMBER 126  
OF 2020 CONCERNING A LEASE AGREEMENT WITH VERIZON WIRELESS**

By Legislator Terry Wilbur:

WHEREAS, this body has heretofore approved Resolution 126 of 2020 regarding rents paid to the County of Oswego; and

WHEREAS, the payment schedule approved does not conform with the terms of the agreement struck between the parties; and

WHEREAS, a resolution is both necessary and desirable to conform same,

NOW, THEREFORE, it is hereby

RESOLVED, that Resolution Number 126 of 2020 be and hereby is amended to conform the rents to the lease and to provide that rent in the amount of rents due to the county is \$2,500 per month.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 017**

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE LEGISLATURE TO  
ENTER INTO AGREEMENT WITH SERVING SENIORS INC. – ALZHEIMERS  
RESPITE, COMPANION CARE**

By Legislator Roy Reehil:

WHEREAS, the Alzheimer's Association of Central New York has allotted funds to Oswego County Office for the Aging through the Caregiver Services Initiative (CSI) grant to be used to provide respite services to caregivers of persons with Alzheimer's or dementia related diseases, and,

WHEREAS, Serving Seniors, Inc. provides companion care respite services throughout Oswego County.

NOW, on recommendation of the County Administrator, be it

RESOLVED, that the Chairman of the Legislature be, and hereby is, authorized to enter into an agreement with Serving Seniors, Inc. to provide Companion Care Respite services to caregivers of persons diagnosed Alzheimer's or dementia related disease.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE




County of Oswego  
**OFFICE FOR THE AGING**

Sara Sunday  
Aging Services Administrator  
[www.oswegocounty.com/ofa](http://www.oswegocounty.com/ofa)

**(315) 349-3484**

County Office Complex  
70 Bunner Street  
Oswego, NY 13126

## Memorandum

To: Phil Church, County Administrator  
From:  Sara Sunday, Aging Services Administrator  
Date: January 15, 2021  
Re: Contract for Alzheimer's Respite

Late in 2020 the Office for the Aging (OFA) was notified by the Alzheimer's Association of Central NY that the five (5) year grant to provide respite services which Oswego County OFA was a sub-grant awardee was extend for a sixth (6<sup>th</sup>) and final year, 2021.

In order to provide respite services to eligible caregiver's in Oswego County, the OFA will need respite providers. As you are aware, there is a lack of personal care aides in Oswego County, as well as across the state. OFA has a difficult time securing respite aides for our EISEP clients, some waiting many months for an available aide. This respite program is for short term respite, filling the gaps when caregiver's need a few hours away but cannot leave their loved one home alone.

Due to the lack of aides available, Oswego County, OFA has previously contracted with Seniors Helping Seniors and Cornerstone Club Social Adult Day Program. Cornerstone Club closed its doors in 2018 and OFA has reservations about continuing contracting with Seniors Helping Seniors due to client complaints.

Late 2019 Serving Seniors, Inc. representatives approached OFA with interest to provide services through our Alzheimer's Respite grant. They stated that they recently added additional staff located in Oswego County and they were ready to provide services.

After meeting with Joan Sardino of Serving Seniors, Inc and reviewing their literature, website, and Facebook page, OFA feels this organization will be a good fit for the sixth (6<sup>th</sup>) and final year of the Alzheimer's respite grant. We wish to contract with Serving Seniors, Inc through December 2021 at an hourly rate of \$22/hour for a maximum amount of \$10,000, or 455 hours.

The Office for the Aging respectfully requests to enter into agreement with Serving Senior's, Inc. to provide this needed respite service in Oswego County.



**County of Oswego  
OFFICE FOR THE AGING**

Sara Sunday  
Aging Services Administrator  
www.oswegocounty.com/ofa

**(315) 349-3484**

County Office Complex  
70 Bunner Street  
Oswego, NY 13126

**AGREEMENT BETWEEN THE COUNTY OF OSWEGO  
AND  
SERVING SENIORS, INC**

This agreement made this 1st day of January 2021, by and between the County of Oswego, a municipal corporation of the State of New York, by and through the Office for the Aging, 46 E. Bridge Street, Oswego, NY, hereinafter referred to as the "County" and Serving Seniors, Inc. (Respite Service), with its principal place of business located at 44 Schilly Rd, Central Square, NY 13036, hereinafter referred to as the "Contractor," to provide respite care home services to assist Caregivers of persons with Alzheimer's Disease or Dementia of Oswego County, as follows:

**WITNESSETH:**

WHEREAS the County pursuant to Local Law No. 3, of 1977, is authorized to establish, operate, and maintain programs and services for the elderly in the County of Oswego and

WHEREAS, the County is authorized to contract with public, private non-profit and voluntary agencies to provide such needed services to assist older residents to remain in the community at the highest level of independence for as long as possible, in safety and with dignity., by effective methods, and

WHEREAS the County receives funding from the Alzheimer's Association of Central New York in order to provide these services,

NOW THEREFORE, the parties executing this contract do covenant and agree as follows:

**Term**

1. This agreement shall commence on February 1, 2021 and remain in effect until December 31, 2021 and may be extended for three (3) one (1) year periods, on the same terms and conditions as are set out herein, except that the price of services shall be renegotiated between the parties on a yearly basis within thirty (30) days prior to any extension depending on the continuance of grant funding. If this Agreement shall be extended, such extensions shall be in writing, clearly delineating pricing changes and shall be signed by authorized individuals or agents of the parties and attached hereto and made a part hereof, as subsequent Schedules B (2022), C (2023), and D (2024).

**Request for and Delivery of Services**

2. Service referrals to Contractor will be generated by the County and may arise from referrals from the Alzheimer's Association of CNY or other services agencies, hospital discharge planners, outreach staff (County) or individuals.

3. Upon receipt of a request for service, the County will interview potential service applicants prior to referral and will on a regular basis, reevaluate for continued need for service.
4. Upon determining eligibility for services, County will contact the Contractor to provide personnel for assignments to provide caregiver respite home services for care receivers diagnosed with Alzheimer's or other dementia related diseases.
5. Upon referral from the County, the Contractor will render noninstitutional respite services to clients receiving ongoing care from informal caregivers to allow the informal caregiver a respite from and support during hourly care in the form of Friendly Visiting/Companion Care on an hourly basis.

Friendly Visiting/Companion Care services are defined as services and activities designed to provide support to older people who are isolated because of physical and/or cognitive limitations. Friendly Visiting is considered a scheduled visit to an older person to provide socialization, recreation, and the opportunity to observe and report the person's condition and circumstances.

6. Contractor shall ensure services are available weekdays, Monday - Friday, including holidays.
7. The County reserves the right to determine the number of hours which shall be purchased from the Contractor. A unit of service consists of one (1) hour of Respite service, with a two (2) hour minimums. The number of hours of service per client will be predetermined and approved by the County.
8. The County reserves the right to utilize the services of the Contractor at its discretion and as such is under no legal or binding obligation to contract exclusively with the Contractor in the delivery of services.
9. Contractor shall have written operating policies and procedures for providing back-up staff should an occasion arise when the scheduled or usual worker is not available. In those instances, Contractor will notify the client and the County as early as possible, when there will be a change in personnel, as well as when a change in time of service is necessary. If the client agrees, a change in day of service may be made, with the County being so advised.
10. Contractor shall have written operating policies and procedures to follow in the event of emergencies and shall train its personnel regarding the procedures, with Contractor advising the County of any such emergency as soon as possible, but in no event later than 24 hours.
11. The Contractor agrees to forward monthly service reports on clients referred for services. In conjunction therewith, the Contractor agrees to comply with conducting background checks as required by regulation of the NYS OFA, 9 NYCRR 6654.17(k).
12. The County shall provide technical assistance to the Contractor on an as needed basis.
13. The County will conduct an annual on-site assessment of the Contractor. The assessment will consist of, but not be limited to review of the following: compliance with Affirmative Action and Equal Employment policies and procedures; documentation of services provided in accordance with the agreement; projected levels of service; procedures established to treat client information confidentially; submission of vouchers and program reports in a timely manner; documentation of

Contractor's grievance policy and procedures regarding addressing client's rights and grievances relating to dissatisfaction with and/or denial of services in compliance with rules and regulations of the Older Americans Act; documentation of annual assessments conducted by the Contractor of each in-home services worker.

14. The County and the Contractor will conduct periodic evaluations of this service, in order to make recommendations for the current period of service, as well as for future programming.

#### **Billing and Payment**

15. The Contractor shall bill the County for services provided to residents by the Contractor under the terms of this agreement once monthly in a form acceptable to the County and the County shall pay the Contractor for services, in accordance with **Schedule A** (hourly rates for services), attached hereto and made a part hereof, upon receipt of monthly service reports and any other documentation required by the County, pursuant to terms and conditions of this Agreement.

#### **Record Confidentiality, Completion and Retention**

16. Contractor shall maintain case records for each client receiving in-home services containing all current and past care plan summaries, copies of current and past authorizations for service, a list of names and dates of workers who provide the in-home services, dated verifications of service provisions signed by the client or authorized representative, accident or incident reports and on-going narrative notes of a substantive nature, including, but not limited to, timely updated observations, problems, plans of action, records of telephone contacts and records of in-home supervisory visits.

17. It shall be the responsibility of the Contractor to maintain appropriate verification of expenditures to enable the County to file for reimbursement from the Alzheimer's Association of CNY and the County shall require the Contractor to maintain such records and make such reports in such form and containing such information as may be required by the County and Alzheimer's Association of CNY, including a monthly statement to the County delineating status of the program in relation to the year's budget and program goals.

18. The County and the Contractor shall observe and require the observance of applicable federal and state requirements relating to confidentiality of records, including the Health Insurance and Portability Act of 1996 (HIPAA), as well as regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County and hereby each agrees not to allow examination of or disclose of records or other personally identifiable health information without a signed authorization form by the client and express written consent by both Contractor and County.

19. The Contractor agrees to retain all books, records, and other documents relevant to this Agreement and the services provided for a minimum of 7 years after final payment. Such records will be made available to the County or to county, state and/or federal auditors or other duly authorized persons.

#### **Hold Harmless**

20. Regarding the operations and responsibilities concerning this Agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its



officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal property or rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents.

### **Insurance**

21. The Contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises-operations, broad form contractual and personal injury coverage with minimum limits of not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

The required insurance policies shall be endorsed to include the County of Oswego as an additional insured. Also, the policies should include the provision that the issuing company or companies will notify the certificate of insurance holder, who shall be the Oswego County Attorney, Oswego County Attorney's Office, 46 East Bridge Street, Oswego, New York 13126-2151, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this Agreement, the issuing company or companies shall notify the certificate of insurance holder upon renewal of the policies. Copies of said insurance policies will be attached to and become a part of this agreement.

The Contractor shall have furnished to the Oswego County Attorney a certificate of insurance which shall evidence all of the above requirements of insurance. Said certificate must contain specific language so as to adequately advise the County of Oswego of the Contractor's compliance with the aforesaid requirements of insurance, including, but not limited to, specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company or companies endorsed such policies as hereinabove required so as to include the County of Oswego as an additional insured and to notify the County of Oswego of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this Agreement, a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Oswego County Attorney.

### **Statutory Compliance, Targeting and Access**

22. The Contractor hereby agrees that all of its activities under this Contract shall conform with all applicable Federal, State, and Local laws, regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)

- New York State Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- NYS OFA Equal Access to Services and Targeting Policy (12-PI-08)
- New York State Elder Law
- NYS OFA Older Americans, Community Services and Expanded In-Home Services for the Elderly Programs, specifically including all EISEP in-home services regulations, 9 NYCRR 6654.

23. In acceptance of this agreement, the Contractor additionally covenants and certifies that it will comply, in all respects, with all federal, state and county laws which pertain hereto regarding work for municipal corporations including, but not limited to, Workers Compensation and Employers Liability Insurance, hours of employment, wages and human rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §139-A and 139-B.

24. Should Contractor hereby agree to the provisions of Section 139-A and 139-B of the New York State Finance Law and then fail to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into contracts with New York State or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and, any and all contracts made with the State of New York or any department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

25. The Contractor will comply with the US Department of Health Education and Welfare Regulation under Title VI of the Civil Rights Act of 1964, Federal Executive Orders 11246 and 11375 pursuant to the provision of Equal Employment Opportunity on the basis of merit and without discrimination because of race, color, religion, sex, age or nation origin in the implementation of the Older Americans Act of 1965, as amended, and all applicable Federal, State and Local laws, regulations and program standards. The Contractor will make every effort to provide services to low-income minority elderly, in proportion to their representation in the total elderly population to be served.

26. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within the Planning & Service Area (PSA). The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy (12-PI-08) issued by the New York State Office for the Aging.

27. The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in

a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

#### **Conformance with Area Agencies on Aging (AAA) Plan**

28. To the extent that this contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

#### **Audit, Overpayment and Accounting**

29. The Contractor agrees to allow the Oswego County auditor, or an auditor designated by the Chairman of the Oswego County Legislature, to audit the Contractor's financial records relative to the contractual relationship between the County of Oswego and the Contractor and to assess compliance with all applicable statutes, regulations, policies or standards governing this Agreement. Said audit shall be done on two (2) days notice to the Contractor and will be done during regular business hours.

30. The Contractor agrees to return the full amount of any overpayment which may be made under the provisions of this contract within a reasonable time after written notification from the County.

31. The Contractor agrees that all encumbrances under this agreement shall be liquidated within 45 days after the end of the contract year in which the encumbrance was incurred unless otherwise authorized in writing by the County.

32. The Contractor agrees that in the event of cancellation of this agreement by either party, it will make a full and final accounting of all Federal, State and County funds received under this agreement within 60 days after the notification of cancellation has been issued.

33. All equipment and/or items, the cost of which is reimbursed from funds received under this agreement, donated or otherwise provided to enhance the Program, with the exclusion of property donated or provided by the Contractor, shall be deemed to be the property of the County of Oswego and shall be used as far as practicable by the Contractor for the purpose of carrying out the extent of this agreement and shall not be available for the general use of the Contractor. A complete inventory of all such equipment should be maintained by the Contractor, with all such equipment identified in a suitable manner. Within 30 days after completion of the services to be performed under this agreement, the Contractor shall submit a final inventory of all such equipment on hand. Disposition of the inventory's property shall be made in accordance with applicable provisions of law.

#### **Lobbying**

34. No federally appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, subcontract, the making of any Federal grant, subgrant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, subcontract, grant, subgrant, loan or cooperative agreement.

35. The Contractor further agrees that these funds may not be used to support sectarian, political, and lobbying activities.

#### **Assignment**

36. The Contractor agrees that it shall not assign, transfer, convey, sub-contract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, not any part thereof, not to any monies which are or will become due and payable to it thereunder, nor the power to execute such Agreement to any other person, company, or corporation without the prior express written consent of the County of Oswego.

#### **Conflict of Interest**

##### **37. (a) Written Certification**

At the time of the commencement of this Agreement with the County of Oswego, the Contractor certifies that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner of degree with the performance of services to the County. The Contractor agrees that in the rendering of services to the County no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the County.

##### **(b) Duty to Disclose**

While performing services for the County of Oswego, the Contractor agrees to disclose immediately to the County, in writing, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor, its employees or agents. The duty to disclose is a continuing duty. The Contractor agrees that disclosure is a material obligation of the Agreement and that failure to comply with these provisions affords the County of Oswego the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest while performance, the Contractor agrees that all work, service, and payments shall be suspended pending final approval by the County or the County Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County of Oswego, the County may terminate this Agreement by written notice. Nothing herein shall be construed as limiting or waiving the County of Oswego's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Contractor, and the Contractor shall disclose same. The Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or a related project. The Contractor shall further disclose the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County of Oswego for work on the project to which this Agreement pertains. If applicable, the Contractor shall further disclose the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest on the part of the Contractor's employees or agents shall be deemed to be a conflict of interest on the part of the Contractor, giving rise to the same duty to disclose.

### **Licenses and Permits**

38. The Contractor hereby agrees that it will obtain at its own cost and expense all licenses or permits for the work performed under this Agreement, if any are necessary, prior to the commencement of work.

### **Contract Modifications**

39. This Agreement represents the entire and integrated agreement between the County of Oswego and the Contractor and supersedes all prior negotiations, representations, or agreements whether written or oral. This Agreement may be amended only by written instrument signed by both the County of Oswego and the Contractor.

### **Termination**

40. This agreement may be terminated by either party upon thirty (30) days written notice of such intent delivered to the other party at the address contained in the Notice paragraph herein below.

### **Notice**

41. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Oswego County Office for the Aging  
County Office Complex  
70 Bunner Street  
Oswego, New York 13126  
Attn: Sara Sunday, Aging Services Administrator

Serving Seniors, Inc  
44 Schilly Rd  
Central Square, NY 13036  
Attn: Joan Sardino  
Title:

### **Independent Contractor Status**

42. The Contractor agrees that its relationship to the County of Oswego or any of its departments or units is that of an independent contractor and said Contractor covenants and agrees that it shall conduct itself in a manner consistent with such status. The Contractor shall neither hold itself out as, nor claim to be, an officer or employee of the County by reason hereof. Further, the Contractor shall not make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workers Compensation Coverage, Unemployment Insurance Benefits, Social Security or retirement membership or credit.

### **Nondiscrimination in Performance of Services**

43. No services to be rendered pursuant to, or in connection with this Agreement, may be refused to any person because of age, race, creed, color, gender, country of origin, disability, or marital status.

#### **Executory Clause**

44. This agreement shall be deemed executory only to the extent of funds appropriated and available to for the purpose of and performance of this Agreement, and no liability shall be incurred by the County beyond the amount of such funds. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

#### **Severability**

45. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **Non-Waiver**

46. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

#### **Choice of Law; Venue**

47. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Oswego County as the forum for any such dispute.

#### **No Arbitration**

48. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

#### **Set-Off Rights**

49. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

#### **Enforcement Expenses**

50. Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

#### **Rules of Construction**

51. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

**Headings**

52. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Additional Clauses as Required by Law**

53. The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

**Execution and Binding**

54. This Agreement shall be valid and binding once it has been executed by both parties, approved by the Oswego County Attorney's Office, executed by the Chairman of the Legislature and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year hereinafter written.**

BY: \_\_\_\_\_  
HON. \_\_\_\_\_, CHAIRMAN  
OSWEGO COUNTY LEGISLATURE

DATE: \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
NAME SIGNED MUST BE PRINTED BELOW

TITLE \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_

**SCHEDULE A**

**HOURLY RATES FOR SERVICES - ALZHEIMER'S RESPITE CARE**

**THE COUNTY OF OSWEGO AND SERVING SENIORS, INC**

**February 1, 2021 through December 31, 2021**

<b><u>SERVICE</u></b>	<b><u>HOURLY RATE*</u></b>	<b><u>ESTIMATED HOURS OF SERVICE**</u></b>
Respite	\$22	455

**Maximum Contract amount is: \$10,000.**

**\*RATES INDICATED ABOVE REFLECT NEGOTIATED/APPROVED BY BOTH PARTIES OF CONTRACT, EFFECTIVE FEBRUARY 1, 2021.**

**\*\*HOURS OF SERVICE ARE ESTIMATED ANNUAL PROGRAM TOTALS**



**RESOLUTION NO. 018**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION  
DEPARTMENT OF SOCIAL SERVICES  
TO TRANSFER FUNDS FROM SALARIES/WAGES TO OVERTIME PAYMENTS**

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.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



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:** Human Services Committee, Oswego County Legislature

**FROM:** Stacy Alvord, MSW, Commissioner

**DATE:** January 28, 2021

**SUBJECT:** Budget Modification – Overtime Hours in Assistance Programs

**PURPOSE:** To gain approval of a budget modification to move \$5,000 from Salaries/Wages (funds available due to vacancies) to Overtime Payments

**SUMMARY:** The Assistance Programs division currently has approximately 500 Home Energy Assistance Program applications pending along with increasing requests in recent months for SNAP and Temporary Assistance. In December 2020, 708 applications were filed for SNAP and 241 applications were filed for Temporary Assistance. The use of additional hours and overtime will be required to ensure benefits are issued timely.






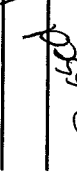
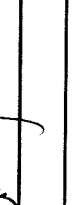





Our staff at DSS are not immune to the effects of the pandemic in that some have required leaves of absence or been subject to quarantine orders by Department of Health. The effects of staff out of work in addition to frozen vacancies is becoming exceedingly difficult for the division to manage and maintain current with application times frames set by regulation. The Assistance Programs division at DSS currently has 11 positions on hold due to the hiring freeze. Of these, 4 are Social Welfare Examiner positions responsible for determining eligibility for Home Energy Assistance, Temporary Assistance, Medicaid, and SNAP. The division also has 2 upcoming Senior Social Welfare Examiner vacancies on January 29<sup>th</sup> and February 5<sup>th</sup>. DSS is being proactive in this request for overtime to ensure, especially during these cold weather months, that benefits to applicants are issued timely and emergencies are met.

Use of additional hours and overtime will be overseen and monitored by the Director of Assistance Programs and the Director of Fiscal Management. Overtime will be granted to our seasoned staff to ensure the highest volume of work output.

**RECOMMENDED  
ACTION:**

The Social Services Department recommends the Health and Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize this budget modification.

2021  
1/27/2021

COMMITTEE SIGNATURES	DATE
	
	
	
	
	
	
	
	
	
	
	
	

DEPARTMENT HEAD	DATE
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**RESOLUTION NO. 019**

**RESOLUTION APPOINTING MEMBERS 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 individuals be, and hereby are appointed to the Oswego County Community Services Board for term to expire as outlined below:

Mr. Robert Ireland, term expiration 3/9/2025

Ms. Sara Sunday, term expiration 3/9/2025

Ms. Julie Landy, term expiration 3/9/2025

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



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**

**SUBJECT:** Re-appointment of members 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 Nominees:**

**Robert Ireland (Re-appointment)**

**Term to Expire 3/9/2025**

Robert Ireland is a current active Community Services Board Member. He is employed by Oswego County as a DSS Preventive Caseworker and by Liberty Resources Mobile Crisis Team in Oswego County. He has an extensive background working with families and working in the Mental Health field. He currently serves on the board of the statewide organization of Families Together in New York State. In the past, he worked with schools across the state in implementing Positive Behavioral Interventions and Supports (PBIS). Robert is a resident of Oswego County, in the Town of Granby.

**Sara Sunday (Re-appointment)**

**Term to Expire 3/9/2025**

Sara Sunday is a current active Community Services Board Member. She is currently the Director of the Oswego County Office for the Aging. She has experience working with a variety of Human Service Agencies within the Oswego County service system. She currently serves on several boards including the Rural Health Network, the Oswego County Transportation Advisory Council, the ARISE Advisory Committee and the Oswego County Opportunities Services Advisory Committee. Sara is a resident of Oswego County in the City of Fulton.

**Julie Landy (Re-appointment)**

**Term to Expire 3/9/2025**

Julie Landy is a current active Community Services Board Member. She is currently the Director of Exceptional and Alternative Programs at CiTi BOCES, Oswego County. She has an extensive background working in Special Education. She holds her EdD in Educational Administration. Julie is a certified Mental Health First Aide for Youth Trainer, and a trainer for Therapeutic Crisis Intervention for schools. Julie brings insight into the needs of the 9 different school districts of Oswego County. Julie is a resident of Oswego County in the Village of Pulaski.

**RECOMMENDED**

**ACTION:** The Department of Social Services, Mental Hygiene Division recommends that the Legislature re-appoint the above-named persons to the Community Services Board for the statutory term.

**RESOLUTION NO. 020**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION  
DEPARTMENT OF SOCIAL SERVICES  
TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND TO ADULT  
SERVICES/AUTOMOTIVE SUPPLIES AND REPAIR**

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.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



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:** Human Services Committee, Oswego County Legislature

**FROM:** Stacy Alvord, MSW, Commissioner

**DATE:** February 3, 2021

**SUBJECT:** Budget Modification – County Vehicle Repair

**SUMMARY:** One of the DSS/County vehicles leased with Enterprise was in an automobile accident January 8, 2021. Requesting approval to transfer the amount of the repair (less deductible) from the Insurance Recovery fund over to the DSS Automobile Repair account to pay for damages when the work is complete.

A copy of the check from the insurance is attached.

**RECOMMENDED  
ACTION:**

The Social Services Department recommends the Health and Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize this budget modification.

DATE ISSUED 1/28/21

Description	Check Amount
<b>Claim No: OSWEG-2021-001-001, Commercial Automobile</b>	<b>\$2,691.00</b>
<b>Collision, Invoice No:</b>	
<b>First and Final - Claimant: Oswego County</b>	
<b>DOL: 1/8/2021, COLL LESS 500 20 CHEVY 3543</b>	
<b>CHECK TOTAL</b>	<b>\$2,691.00</b>

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

119 WASHINGTON AVENUE  
ALBANY, NY 12210

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

$$\frac{29-7}{213}$$

DATE \_\_\_\_\_

1/28/21

**PAY:** *Two thousand six hundred ninety one and 00/100 Dollars*

TO THE OSWEGO COUNTY  
THE ORDER  
OF

CHECK AMOUNT

\$\*\*\*\*\*2,691.00

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

Robert A. Bayl  
Austin, Texas

SIGNATURE HAS A COLORED BACKGROUND

11000011377211 10213000771 32568000417411



2021  
2/3/2021

[illegible]

**RESOLUTION NO. 021**

**RESOLUTION ENCOURAGING THE FEDERAL COMMUNICATIONS  
COMMISSION (FCC) TO ACCURATELY MAP BROADBAND AVAILABILITY**

By Legislator Tim Stahl:

WHEREAS, Governor Andrew M. Cuomo, in his 2021 State of the State address, stated that more than 98 percent of New York's residences and businesses have access to one or more high-speed wired and/or wireless broadband services, and

WHEREAS, based on data gathered directly from schools, municipalities, and other organizations, there are large gaps in broadband service across rural and upstate New York, contradicting the Governor's statement, and

WHEREAS, maps developed by the Federal Communications Commission (FCC) misrepresent the accessibility of broadband service and are often referenced by agencies and grantees, and

WHEREAS, even in areas where broadband is purported to be available, the level of service is not sufficient to constitute true broadband access, and

WHEREAS, the prices for access to broadband in areas where it might be available is at such a level or required to be part of other purchases, that it is inaccessible to many New Yorkers, and

WHEREAS, our residents need access to reliable and affordable broadband service for school, employment, telehealth, and social aspects of life, and

WHEREAS, as we have seen in the face of the COVID-19 pandemic, broadband services are a vital need for breaking down the digital divide that creates groups of haves and have-nots within our state, and

WHEREAS, broadband access provides a critical public infrastructure need for New York residents, municipalities, counties, emergency services, and more.

NOW, THEREFORE, be it and it is hereby;

RESOLVED, That, the Oswego County Legislature calls upon Governor Cuomo, our Federal and State Legislative delegation to work with the Federal Communications Commission (FCC) and local leaders and officials to reevaluate FCC broadband availability maps to reflect the true need, and, be it further

RESOLVED, That the Governor and our Federal and State Legislative delegation should work to expand broadband access to all areas of New York State in order to ensure

this vital economic development infrastructure need is available to all New Yorkers to prevent further isolation of those in need, and be it further,

RESOLVED, That the Clerk of the Oswego County Legislature shall forward copies of this resolution to U.S. Senate Majority Leader Charles Schumer, U.S. Senator Kirsten Gillibrand, Congressman John Katko, Governor Andrew M. Cuomo, NY State Senator Patti Ritchie, NYS Assembly Minority Leader Will Barclay, NYS Assemblyman Brian Manktelow, and the New York State Association of Counties (NYSAC).

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



**David R. Turner**  
*Director*

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY  
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING  
46 EAST BRIDGE STREET  
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292  
FAX (315) 349-8279

**Janet W. Clerkin**  
*Office of Promotion  
And Tourism*

**Donna B. Scanlon**  
*Office of Community  
Development Programs*

**Scott Smith**  
*Office of Housing Assistance*

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Request support for accurate broadband availability maps.

**PURPOSE:** To encourage the Federal Communications Commission (FCC) to use actual and accurate data when mapping the availability of broadband adequate service.

**SUMMARY:** The FCC currently uses formulas promoted by the major broadband carriers to map the availability of broadband service throughout our country. In some cases that means that as few as one customer in a census tract with service will qualify that entire census tract as being "served." In many places the types of service that are available do not meet the minimum standards for adequately serving, students, teachers, doctors and businesses yet they are considered as being "served." Other counties, school districts and economic development organizations around NY have also supported this initiative.

**FISCAL IMPACT:** None to the county.

**RECOMMENDED ACTION:** The Oswego County Legislature officially take a position on this matter.

**RESOLUTION NO. 022**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION CP #94  
DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND  
PLANNING, PUBLIC TRANSIT CAPITAL FUNDS**

By Legislator Tim Stahl:

Upon recommendation of the Economic Development and Planning Committee of this body, with the approval of Finance and Personnel Committee, be it

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.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

LEGISLATURE  
COUNTY  
OSWEGO



**David R. Turner**  
*Director*

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY  
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING  
46 EAST BRIDGE STREET  
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292  
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**Janet W. Clerkin**  
*Office of Promotion  
And Tourism*

**Donna B. Scanlon**  
*Office of Community  
Development Programs*

**Scott Smith**  
*Office of Housing Assistance*

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Request modification to the budget lines established for Capital Project #94 Asset Replacement

**PURPOSE:** To accept from NYS DOT and subsequently disburse for appropriate public transit related expenditures, \$631,893.00 in Section 5311 capital funds.

**SUMMARY:** These are titled as "additional available funds" and have been authorized for the replacement of busses and the purchase of a bus shelter. Each year we apply for state and federal funding to support the capital needs of our rural transit system. We do not always receive the full amount of our request. These funds will supplement previous awards to assist us with upgrades to our fleet and a bus stop shelter if we decide to acquire and install one at a location yet to be selected.

**FISCAL IMPACT:** Our 3<sup>rd</sup> party rural transit provider will pay their respective share of the local match (10%) \$70,103.00 required to access the funds.

**RECOMMENDED ACTION:** The Community Development, Tourism and Planning department requests and recommends that the Oswego County Legislature authorize the acceptance and utilization of these funds.

**COUNTY OF OSWEGO**

## BUDGET MODIFICATION

**From**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.		
A8020	445890	94				Section 5311 Federal Aid	(561,682.00)
A8020	435940	94				State Aid	(70,211.00)
A8020	427700	94				Local Share (from 3rd Party Transit Provider)	(70,210.00)
			A8020	529000	94	Equipment Cap Proj	702,103.00
						Mass Transportation Capitol Projects 5311 & ATC	
						Asset Replacement NYS DOT Contract C004312	
TOTAL AMOUNT							-

**COMMITTEE SIGNATURES**

**DATE**

Concord  
Nov 11-21  
Down  
Changes  
Vote

**COUNTY TREASURER**

**DATE**

**HUMAN RESOURCES DIRECTOR**

**DATE**

COUNTY ADMINISTRATOR	DATE
----------------------	------

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

**RESOLUTION NO. 023**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION CP #95  
DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND  
PLANNING, PUBLIC TRANSIT CAPITAL FUNDS – MOBILITY MANAGEMENT**

By Legislator Tim Stahl:

Upon recommendation of the Economic Development and Planning Committee of this body, with the approval of Finance and Personnel Committee, be it

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.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

LEGISLATURE  
COUNTY  
OSWEGO





**David R. Turner**  
*Director*

**OSWEGO COUNTY DEPARTMENT OF COMMUNITY  
DEVELOPMENT, TOURISM AND PLANNING**

COUNTY BUILDING  
46 EAST BRIDGE STREET  
OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292  
FAX (315) 349-8279

**Janet W. Clerkin**  
*Office of Promotion  
And Tourism*

**Donna B. Scanlon**  
*Office of Community  
Development Programs*

**Scott Smith**  
*Office of Housing Assistance*

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Request modification to the budget lines established for Capital Project #95 Mobility Management.

**PURPOSE:** To accept from NYS DOT and subsequently disburse for appropriate public transit related expenditures, \$145,784.00 in Section 5311 capital funds.

**SUMMARY:** These are titled as “additional available funds” and have been authorized for mobility management services. The state and federal governments require us to have an independent 3<sup>rd</sup> party “mobility manager” in order to receive rural transit funding. We are currently under contract through the end of this year with Volunteer Transportation Center, Inc. (VTC) for the provision of these services. These funds will be utilized for mobility management services in 2022 and beyond.

**FISCAL IMPACT:** Our mobility management contractor will pay their respective share of the local match (10%) required to access the funds.

**RECOMMENDED ACTION:** The Community Development, Tourism and Planning department requests and recommends that the Oswego County Legislature authorize the acceptance and utilization of these funds.

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

From		To			DESCRIPTION	DOLLAR AMOUNT
ACCOUNT NUMBER	ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.
A8020	445890	95			Section 5311 Federal Aid	(129,585.00)
A8020	435940	95			State Aid	(16,199.00)
A8020	427700	95			Local Share (from VTC)	(16,198.00)
				A8020	529000	95
					Project-Mobility Management	161,982.00
					Mass Transportation Capitol Projects 5311 & ATC	
					2017 & 2018 Mobility Management NYS DOT Contract C004312	
					TOTAL AMOUNT	-

COMMITTEE SIGNATURE      DATE

*Paula Consent*      1-11-12

*Paula Consent*      1-11-12

*Paula Consent*      1-11-12

*Paula Consent*      1-11-12

COUNTY TREASURER      DATE

HUMAN RESOURCES DIRECTOR      DATE

COUNTY ADMINISTRATOR      DATE

DEPARTMENT HEAD      DATE

**RESOLUTION NO. 024**

**RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING  
RELATIVE TO THE REQUESTS OF LANDOWNER INCLUSION  
WITHIN THE EXISTING CERTIFIED AGRICULTURAL DISTRICT  
PURSUANT TO THE NYS AGRICULTURAL AND MARKETS LAW (AML),  
SECTION 303-b, AS AMENDED**

By Legislator Tim Stahl:

WHEREAS, this Legislature previously established an annual opportunity for qualified landowners to apply for inclusion in the Oswego County Agricultural District; and

WHEREAS, applications have been received during the established January 1<sup>st</sup> to January 31<sup>st</sup> "window of opportunity" and will be reviewed by the Oswego County Farmland Protection Board for recommendation to this Legislature.

NOW, upon recommendation of the Economic Development and Planning Committee of this body; be it

RESOLVED, that the Oswego County Legislature will hold a Public Hearing on the requests of landowner inclusion within the existing certified agricultural district, pursuant to the NYS Agriculture and Markets Law (AML), Section 303-b, as amended, on the 11<sup>th</sup> day of March 2021 at 2:00 p.m. at the Oswego County Office Building, 46 East Bridge Street, Oswego, NY 13126; and be it further

RESOLVED, that the Clerk of the County Legislature shall cause notice of such Public Hearing to be published in the Official Newspapers of the County and post same as required by law.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

**RESOLUTION NO. 025**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
HEALTH DEPARTMENT-RECLASSIFICATION REQUEST – SENIOR  
PUBLIC HEALTH NURSE IN PREVENTIVE SERVICES DIVISION**

By Legislator James Karasek:

WHEREAS, to meet the state funding requirements to the newly consolidated Healthy Families program of Oswego County; and

WHEREAS, to maintain efficient and effective nursing epidemiologic operation in the Preventive Services; and

WHEREAS, with the recent one of the two current Supervisory Public Health Nurses dedicating 80% of her efforts in the Healthy Families; and

WHEREAS, it was also realized that some current infectious and chronic disease surveillance and control practices should be adjusted to the changes of the Healthy Families changes; and

WHEREAS, the reclassification of the Public Health Nurse to the Senior Public Health Nurse will be budget neutral in 2021 with the competitive performance improvement award to the Health Department; 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 approve the proposed reclassification of a Public Health Nurse position to a Senior Public Health Nurse.

**ADOPTED BY VOICE VOTE ON FEBRUARY 11, 2021:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Reclassification of a PHN in Preventive Services, Health Department

**PURPOSE:** To reclassify a Public Health Nurse to a Senior Public Health Nurse

**SUMMARY:** Healthy Families program started planning in 2016 and rolled out as a pilot project in 2017. Since then, the program was embedded in Preventive Services Division with two Supervisory Public Health Nurses co-leading the Division. After three years' piloting, the Healthy Families program got contingent state funding for before the end of 2019 and became state permanent funding program since December 2020. With the state permanent funding, the County saves about \$100,000 local cost for the program and with potential of expanding the service from two – three dozen of families to 60 families throughout the County. But the state funding came with a requirement of the program manager devotes 80% of an FTE into the program. To meet the state requirements, one of the Supervisory Public Health Nurses has been directed most of her time in the program. To keep Preventive Services' large volume of all disease surveillance and outbreak response duties plus some chronic condition projects, the left one Supervisory Public Health Nurse needs some higher level of professional support by a skilled public health nurse. The Health Department has reviewed workloads in the Division and among the staffers and proposed to reclassify a current Public Health Nurse to a Senior Public Health Nurse to assist the sole Supervisory Public Health Nurse in the Division. The Personnel Department recommended to reclassify this reclassification and proposed the new grade and hourly rate.

**RECOMMENDED**

**ACTION:** The Health Department asks the Health Committee and Legislature to approve reclassification of position # 403518801 from Public Health Nurse to Senior Public Health Nurse.

## POSITION REQUEST/DELETE BUDGET FORM

<b>DEPARTMENT:</b> Health	<b>DIVISION/UNIT (NUMBER):</b> A4035
<b>A. NEW POSITION REQUEST</b>	
1. Position Title Requested:	
2. Bargaining Unit: <input type="checkbox"/> CO-OP <input type="checkbox"/> Highway <input type="checkbox"/> Silver Star <input type="checkbox"/> Deputies <input type="checkbox"/> OCPA <input type="checkbox"/> Mgmt.	
3. a. Bargaining Unit – Hourly Rate from Grade plan: _____ Grade: _____	
b. Management or OCPA – Salary Requested: _____ Grade: _____	
4. Percent of Federal and or State Reimbursement: _____ Fringe Reimbursed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Justification of Need (Use additional sheets as necessary):	
6. Complete New Position Duties Statement (p. 3 & 4).	
<b>B. RECLASSIFICATION REQUEST</b>	
1. Present Title: Public Health Nurse	2. Position #: 403518801
3. Present Salary/Hourly Rate: 29.59	Grade: 13
4. Requested Title: Senior Public Health Nurse	
5. Requested Salary: _____	
a. Bargaining Unit: CO - OP	Hourly Rate: 31.96
b. Management or OCPA – Salary Requested: _____	Grade: 14
6. Percent of Federal and/or State Reimbursement: 70%^ Fringe Reimbursed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7. Justification of Need (use additional sheets as necessary): Due to the implementation of the Healthy Families Oswego County program, which has reduced local cost to the Health department close to \$100,000 per year, the previous Supervising Public Health Nurse was relocated to a different area of the building and will be focusing at least 80% of her time on this program. In the past, she assisted the Preventive Supervising Public Health Nurse with overseeing all programs housed in the Preventive Program. This position will fill the void left in preventive. This is especially needed during the COVID 19 pandemic. This position will be vital to the success of the preventive department and meeting the public health needs of the community.	
8. Complete New Position Duties Statement (p. 3 & 4).	

**C. POSITION DELETION**

1. Title to be Deleted:

2. Position #

3. Salary Savings: (See attached the memo)

4. Reason for Deletion:

## 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.

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



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

NAME	TITLE	TYPE OF SUPERVISION
Jodi Martin	Supervising Public Health Nurse	Direct Supervisor

Vera Dunsmoor	Director of Patient Services	Supervisor
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4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
------	-------	---------------------

Tina Bourgeois	Senior LPN	Public Health Nurse
----------------	------------	---------------------

Penny Murphy Potter	RN	Public Health Nurse
---------------------	----	---------------------

Debbi Murray	RN	Public Health Nurse
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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
------	-------	----------------------

Jodi Martin	SPHN	Preventive
-------------	------	------------

Becky Miller	SPHN	Hospice
--------------	------	---------

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

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

☒ College 6+ years, with specialization in Bachelor's in nursing

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

Experience (list amount and type): At least five years' experience in Public Health Nursing Programs

Essential knowledge, skills and abilities: *Experience with public health nursing programs including immunization, communicable disease surveillance, emergency preparedness, lead poisoning prevention program, maternal child health programs, Microsoft programs (Word, Excel, PPT), experience with electronic medical records, excellent communication skills, multitasking ability*

Type of license or certificate required: Bachelors degree in nursing

7. The above statements are accurate and complete.

Date: 7/21/21

Title: Director of Public Health

Signature: [Signature]

**CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER**

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

**RESOLUTION NO. 026**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
SOLID WASTE - ENERGY RECOVERY FACILITY**

By Legislator Stephen Walpole:

Upon approval of the Infrastructure, Facilities and Technology Committee and 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 affect such a transfer and make such adjustments.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



# Oswego County Department of Solid Waste

---

D. Mark Powell, P.E., Director of Solid Waste Programs

## MEMORANDUM

To: Infrastructure, Facilities and Technology Committee

From: Mark Powell, P.E., Director of Solid Waste Programs

Re: ERF Underground Condensate Line Replacement

Date: January 21, 2021

As you are aware, the ERF produces steam and sells it to Lydall Performance Materials. They use the steam for production and return condensate to the ERF. When Lydall is taking steam, the ERF does not have the capability to make enough softened water to feed the boilers without condensate return from them.

The original condensate line was replaced in entirety in 2001. Approximately 400 lineal feet of this line is underground from the building to a pit at the end of the parking lot. In March 2020, the line ruptured. The line was excavated, and a contractor replaced a section of failed pipe. The rupture was the result of stress cracking. Since the pipe is insulated and buried it is impossible to determine the extent of the stress cracking.

In mid-May, another section of pipe failed. It had to be excavated and a temporary repair was made. It is was determined that this underground line in whole needed to be replaced.

A contract was awarded to J&A Mechanical Contractors in December 2020 to replace this line.

I am therefore requesting a budget modification to transfer \$150,000 from Solid Waste Unappropriated Fund Balance into Repairs- Building & Property to cover the costs of the repairs.

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT PROJECT	ORG	OBJECT PROJECT		
CL	159900			Unappropriated Fund Balance - DSW	\$ (150,000.00)
		CL8161	541200	Repairs - Building & Property	150,000.00
TOTAL AMOUNT					-

COMMITTEE SIGNATURES	DATE
	10/20/11
	10/20/11
	10/20/11
	10/20/11
	10/20/11
	10/20/11
	10/20/11
	10/20/11
	10/20/11

COUNTY TREASURER	DATE
PERSONNEL DIRECTOR	DATE
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE

**RESOLUTION NO. 027**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION – INSURANCE  
RECOVERY FUND TO HIGHWAY - STREET EQUIPMENT**

By Legislator Stephen Walpole:

WHEREAS, The Highway Department received a check in January of 2021 in the amount of \$10,303.50 a county vehicle that was totaled in a motor vehicle accident on November 23, 2020. The check was deposited in account A1325.426800 (Insurance Recovery Fund).

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 \$10,303.50 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.524000 (Highway and Street Equipment).

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

LEGISLATURE  
COUNTY  
OSWEGO



COUNTY OF OSWEGO  
HIGHWAY DEPARTMENT

31 Schaad Drive  
Oswego NY 13126  
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

## INFORMATIONAL MEMORANDUM

**SUBJECT:** Budget modification to transfer \$10,303.50 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.524000 (Highway and Street Equipment)

**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:** A county truck was totaled in a motor vehicle accident on November 23, 2020, A check was received in January of 2020 in the amount of \$10,303.50 toward a replacement vehicle. The check was deposited in account A1325.426800 (Insurance Recovery).

**RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee, the Finance and Personnel Committee recommends the Oswego County Legislature authorize that \$10,303.50 be transferred from account A1325.426800 (Insurance Recovery) into account DM5130.524000 (Highway and Street Equipment).

01/28/2021  
Date

A handwritten signature of Kurt P. Ospelt in black ink.  
Kurt P. Ospelt  
Highway Superintendent

## Revised 6/3/2019

**COMMITTEE SIGNATURES**

**DATE**

*[Handwritten signature]*

COUNTY TREASURER	DATE
PERSONNEL DIRECTOR	DATE
COUNTY ADMINISTRATOR <i>Dwight R. Dege</i>	DATE <i>01/28/2021</i>
DEPARTMENT HEAD	DATE

**RESOLUTION NO. 028**

**RESOLUTION TO INCREASE AUTHORIZATION FOR  
CAPITAL PROJECT NO. C0420 REPLACING THE OIL WATER SEPARATORS  
AT THE PARISH AND SCRIBA HIGHWAY GARAGES**

By Legislator Stephen Walpole:

WHEREAS, this body has established Capital Project No. C0420 with a maximum authorization of \$50,000; and

WHEREAS, this increase is necessary to progress this project through the construction phase. This increase is based on the Consultant's estimate of probable construction cost. The actual construction cost will not be known until we receive the construction bids for the project which may be higher or lower than this estimate; and

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee, with the approval of the Finance and Personnel Committee, the Oswego County Legislature, duly convened body; be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$300,000 from A159900 General Fund to Capital Project No. C0420 – to fund the construction phase for the replacement of the oil water separators at the Parish and Scriba highway garages.

**Capital Project No. C0420**

**Total Authorization**

Replacing the oil water separators  
at the Parish and Scriba Highway  
garages

\$350,000

**ADOPTED BY VOICE VOTE ON FEBRUARY 11, 2021:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**





**COUNTY OF OSWEGO  
HIGHWAY DEPARTMENT**

31 Schaad Drive  
Oswego NY 13126  
(315) 349-8331 Fax (315) 349-8256

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

## **INFORMATIONAL MEMORANDUM**

**SUBJECT:** To increase the authorization level of Capital Project No. C0420 for the purpose of funding the construction phase of replacing the oil water separators at the Parish and Scriba highway garages.

**PURPOSE:** To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the level of Capital Project No. C0420 be increased by \$300,000 to an authorization level of \$350,000 to cover the cost of the construction phase through a transfer from a159900 General Fund for the replacement of the oil water separators at the Parish and Scriba highway garages.

**SUMMARY:** This increase is necessary to progress this project through the construction phase. This increase is based on the Consultant's estimate of probable construction cost. The actual construction cost will not be known until we receive the construction bids for the project which may be higher or lower than this estimate.

**RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the increase of funding of Capital Project No. C0420.

\_\_\_\_\_  
Kurt P. Ospelt  
Highway Superintendent

\_\_\_\_\_  
Date

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

(From)				To				DOLLAR AMOUNT
ACCOUNT NUMBER		ACCOUNT NUMBER		DESCRIPTION	PROJECT	OBJECT	ORG	
ORG	OBJECT	PROJECT						
				CP# C0402 - Replacing the oil water separators at the Parish		519000	C0402	300,000.00
				and Scriba highway garages (construction)				
				Transfer \$300,000 from A159900 General Fund				
				Balance to CP# C0402 for the construction phase				
TOTAL AMOUNT								300,000.00

**COMMITTEE SIGNATURES**

**DATE**

Vollständig  
Vollständig  
Vollständig  
Vollständig

COUNTY TREASURER	DATE
PERSONNEL DIRECTOR	DATE
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE



## **OSWEGO COUNTY PURCHASING**

Administered by Onondaga County Division of Purchase  
421 Montgomery Street, 13<sup>th</sup> Floor, Syracuse, NY 13202  
Phone (315)435-3458 Fax (315)435-3424  
Email: danielhammer@ongov.net

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**Daniel Hammer**  
Purchasing Director

TO: Infrastructure, Facilities, and Technology Committee  
FROM: Daniel Hammer, Purchasing Director  
DATE: January 29, 2021  
RE: Bid Report

### **1. OSW-024-20 – Sign Posts and Extensions**

**Statement of Need:** To maintain traffic signs throughout the county.

**Funding Source:** D5110.545400


**Solicitation Process:** Bid OSW-024-20 was publicly advertised in the Palladium Times and on Bidnet on December 30, 2020. It was also sent directly to the following vendors:

- Vulcan Signs 500 Vulcan Parkway, Adel, GA 31620
- Eberl Iron Works 128 Sycamore St, Buffalo, NY 14204
- Garden State Highway Products 301 Riverside Dr, Millville, NJ 08332
- Chemung Supply 2420 Corning Rd, Elmira, NY 14903

**Number of responses:** 2

- Garden State Highway Products 301 Riverside Dr, Millville, NJ 08332
- Chemung Supply 2420 Corning Rd, Elmira, NY 14903

**Who, by title, evaluated the bid/proposal:** Kurt Ospelt (Highway Superintendent) has evaluated the two (2) responsive bids to this request.

		<b>COUNTY OF ONONDAGA DIVISION OF PURCHASE COMPUTATION OF BIDS</b>		<b>GARDEN STATE HIGHWAY PRODUCTS</b>	<b>CHEMUNG SUPPLY</b>		
Opened		1/12/2021					
Reference No.:		OSW-024-20					
Department:		OSWEGO COUNTY		No:			
ITEM No.	QTY	DESCRIPTION	BID SECURITY	1	2		
		FURNISH SIGN POSTS AND EXTENSIONS AS SPECIFIED; DELIVERED:					
		TOTAL PRICE OF ALL ITEMS:		\$ 79,248.06	\$ 63,379.00		

**Evaluation:** No objections to the low bidder

**Recommended Action:** The Division of Purchase certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Committee is requested to affirm an award to the low bidder.

## **2. OSW-025-20 – Timber Sales**

**Statement of Need:** The County of Oswego through the Soil and Water Conservation District, is offering for sale, to the qualified highest bidder, timber located on St. Mary's Road in the Town of Parish. The sale area is located on Oswego County Reforestation property is comprised of a 14-acre thinning and 9 patch cuts totaling approximately 2.7 acres.

**Funding Source:** Proceeds from timber sale go to Oswego County

**Solicitation Process:** Bid OSW-025-20 was publicly advertised in the Palladium Times and on Bidnet on December 18, 2020. It was also sent directly to the following vendors:

- G&C Martin Logging, 8133 Kolasa Road, Boonville NY 13309
- Kevin Regan Logging, 1011 Hillsboro Road Camden NY 13316
- Tree Landers Tree Service LLC, PO Box 447 Syracuse NY 13209
- Farney Tree and Excavation, 7610 Yousey Rd Croghan NY 13327
- Pala Wood, 22566 County Route 32 Watertown NY
- ES Timberlands and Forestry, 2831 West Rd Constableville NY 13325
- Metot Farms, 1036 Metott Rd Camden NY 13316
- Patrick Croneiser Trucking & Logging, 6778 Locust Grove Rd Boonville, NY 13309
- B & B Lumber Company, Inc., Jamesville, NY 13078
- Baillie Lumber Co., PO Box 154 Boonville, NY 13309
- Gutchess Lumber Company, Box 5478 Cortland, NY 13045
- Frank Tomaino, 327 Salt Rd Constantia, NY 13044
- Danny Robbins, 1171 County Route 15 Lacona, NY 13083

**Number of responses:** 1

- G&C Martin Logging, 8133 Kolasa Road, Boonville NY 13309

**Who, by title, evaluated the bid/proposal:** Joe Chairvolotti (District Manager, Oswego County Soil and Water Conservation District) has evaluated the one responsive bid to this request.

Opened	12/29/2020
Reference No.:	OSW-025-20
Department:	OSWEGO COUNTY

[illegible]

**Evaluation:** As there was only one bid response the low bidder is G&C Martin Logging. Bid #OSW-025-20 was awarded to G&C Martin Logging by the Oswego County Soil and Water Board on December 30. There is no objection to the low bidder.

**Recommended Action:** The Division of Purchase certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Committee is requested to affirm an award to the low bidder.

### **3. OSW-001-21 – Boiler Tube Replacement**

**Statement of Need:** The E.R.F. is a waste to energy power generating facility. The boilers are needed to produce steam. We convert the steam to energy. The boiler tubes have been in service since 2008 and are failing causing other damage to the boiler along with costly downtime.

**Funding Source:** 2021 Budget


**Solicitation Process:** Bid OSW-020-21 was publicly advertised in the Palladium Times and on Bidnet on January 14, 2021. It was also sent directly to the following vendors:

- Frank Lill and Son Inc., 785 Old Dutch Road, Victor, N.Y. 14564
- Mack Bros.Boiler and Sheet Metal, 409 Marcellus St., Syracuse N.Y. 13204
- Blake Equipment, 6059 Corporate Drive, East Syracuse N.Y.13057

**Number of responses:** 1

- Frank Lill and Son Inc., 785 Old Dutch Road, Victor, N.Y. 14564

**Who, by title, evaluated the bid/proposal:** Joe Wilhelm (Chief Facility Operator) has evaluated the one responsive bid to this request.

		<b>COUNTY OF ONONDAGA DIVISION OF PURCHASE COMPUTATION OF BIDS</b>						
Opened		1/28/2021						
Reference No.:		OSW-001-21						
Department:		OSWEGO COUNTY		No.:	<b>FRANK LILL &amp; SON</b>			
				<b>1</b>				
<b>ITEM No.</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>BID SECURITY</b>					
		Furnish all labor, equipment and materials necessary to remove existing boiler tubes and install 220 new boiler tubes each in two (2) A.B.C.O. Heat Recovery Steam Generators (HRSG) as per specifications.						
		<b>TOTAL PRICE::</b>		<b>\$ 152,900.00</b>				

**Evaluation:** As there was only one bid response the low bidder is Frank Lill and Son Inc. There is no objection to the low bidder.

**Recommended Action:** The Division of Purchase certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Committee is requested to affirm an award to the low bidder.



**RESOLUTION NO. 029**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
HUMAN RESOURCES DEPARTMENT**

By Legislator John Martino:

Upon recommendation and 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.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

LEGISLATURE

COUNTY

OSWEGO



## OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

Julie A. Bell  
Director of Human Resources

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

### INFORMATIONAL MEMORANDUM

**Subject:** Budget modification to transfer funds.

**Purpose:** To transfer funds into **MS9041.590408** to cover incurred expenses.

**Summary:** There are funds available in **MS9041.590408** that are needed in **MS9041.545600**.

**Recommended Action:** The Human Resources Department recommends that this modification be made to transfer **\$18,000** to **LIABILITY AND OTHER INSURANCE** to cover expenses.

**COUNTY OF OSWEGO**

## BUDGET MODIFICATION REQUEST

**From**

ACCOUNT NUMBER			ACCOUNT NUMBER			DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.	
MS9041	590408					\$ (18,000.00)
			MS9041	545600		\$ 18,000.00
TOTAL AMOUNT						-

COMMITTEE SIGNATURES	DATE

12-11-2  
 2011  
 2011

COUNTY TREASURER	DATE
HUMAN RESOURCES DIRECTOR	DATE
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE
	2/17/2021

**RESOLUTION NO. 030**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
UNAPPROPRIATED FUND BALANCE – COVID RESPONSE**

By Legislator John Martino:

Upon recommendation of 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.

**ADOPTED BY CONSENT VOTE ON FEBRUARY 11, 2021:  
YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

LEGISLATURE

COUNTY

OSWEGO



**COUNTY OF OSWEGO  
OFFICE OF THE COUNTY ADMINISTRATOR**

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

**To:** Oswego County Legislature  
**From:** Philip Church, County Administrator  
**Date:** January 28, 2021  
**Re:** COVID response account

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**Purpose:** Recapitalize the COVID Response Account with \$200,000 from Unappropriated Fund Balance.

**Background:** In the adopted 2021 budget the Oswego County Legislature established a COVID Response Account to fund and track County expenses necessary for the response to the COVID-19 pandemic. The fund was initially capitalized at \$100,000. The fund is being utilized to procure PPE and supplies for County and local response agencies, COVID expenses in various departments such as Health, Public Information, Emergency Management, Sheriff, etc., COVID personnel costs, technology for remote work, service and meetings, quarantine and isolation expenses, and others. The funds have been diligently used only for necessary COVID response and a full accounting detail is available for inspection. The account allows the County to better track COVID expenses for FEMA reimbursement.

The County has submitted a claim to FEMA for just under \$500,000, and is preparing a second claim now. The first claim is under review by FEMA. When we receive this claim I recommend allocating it to the COVID account so that we will no longer need to transfer monies from fund balance.

**Need:** The account has approximately \$7,656 remaining. This will not be enough to adequately fund the response in the near term. The County is still fielding PPE requests, incurring preventive and monitoring costs, quarantine/isolation and clinic costs. The largest drains on the account now are personnel for clinics and contact tracing investigations, screening at county buildings and quarantine/isolation costs.

**Recommendation:** Adoption of this Budget Modification to transfer \$200,000 from Unappropriated Fund Balance (UFB) to the COVID Response Account. Any unspent funds will return to the UFB, and expenses will be claimed for reimbursement.

## 2/11/2021

**COMMITTEE SIGNATURES**

**DATE**

*(Handwritten signature)*

COUNTY TREASURER	DATE
HUMAN RESOURCES DIRECTOR	DATE
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE