

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR  
NOVEMBER 12, 2020**

OSWEGO COUNTY LEGISLATURE

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**RESOLUTION NO. 206**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
FOR THE BOARD OF ELECTIONS – TEMPORARY AND PART TIME  
WORKERS**

By Legislator David Holst:

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

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

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

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

1450.545500  
1450.514000

**Res. 206 of 2020**

\$40,000.00  
(\$40,000.00)



# BOARD OF ELECTIONS

COUNTY OF OSWEGO  
185 EAST SENECA STREET BOX 9  
OSWEGO, NEW YORK 13126  
FAX (315-349-8357)



Laura Brazak, Commissioner  
315-349-83507

*Laura Brazak*

Carol M. Bickford, Commissioner  
315-349-8351

*Peggy Bickford*

**DATE:** October 19, 2020  
**TO:** P.R. Church, County Administrator  
**FROM:** Peggy Bickford/Laura Brazak  
**SUBJECT:** Budget Modification

Attached please find budget modification to cover cost of Temporary and Part Time workers for the remainder of the year.

Your approval is respectfully requested.

## COUNTY OF OSWEGO

## BUDGET MODIFICATION REQUEST

TO

**(OR APPROPRIATION)**

[illegible]

**TOTAL AMOUNT**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Laura Brazak

DEPARTMENT HEAD

**RESOLUTION NO. 207**

**RESOLUTION ADOPTING RETENTION AND DISPOSITION  
SCHEDULE FOR LOCAL GOVERNMENT RECORDS (LGS-1)  
BY THE COUNTY OF OSWEGO**

By Legislator David Holst:

WHEREAS, the County of Oswego has, heretofore, adopted records retention schedules under the New York State Arts and Cultural Affairs Law; and

WHEREAS, the Retention and Disposition Schedule for Local Government Records (LGS-1) as also set forth in -Section 185.15, 8 NYCRR (Appendix L) has been updated by the State of New York in 2020 and must be adopted by this body before January of 2021; and

WHEREAS, due to the update, previous schedules for Local Government Records have been superseded; 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, by the Legislature of the County of Oswego that the Retention and Disposition Schedule for New York Local Government Records, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, be and is hereby ADOPTED for use by all officers in legally disposing of valueless records listed therein; and, it is further

RESOLVED, that in accordance with Article 57-A: (a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records after they have met the minimum retention periods described therein; and, (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods; and, it is further

RESOLVED, that a link to the new Retention and Disposition Schedule for Local Government Records (LGS-1) shall be distributed to all county departments due to the fact it is over 400 pages together with a copy of this resolution indicating it the new schedule is to take effect immediately.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



## **OSWEGO COUNTY CLERK'S OFFICE**

46 EAST BRIDGE ST., OSWEGO, NEW YORK 13126  
Phone 315-349-8621 315-349-8383 (Fax)

**CATHY M. SHARKEY**  
SUPERVISOR – MOTOR VEHICLES  
**DMV OFFICES**  
OSWEGO/FULTON/PULASKI

**MATTHEW F. BACON**  
ACTING COUNTY CLERK  
CLERK OF SUPREME  
AND COUNTY COURTS

**NATALIE METZ**  
DEPUTY CLERK OF OPERATIONS

Date: October 23, 2020

To: Members of the Government, Courts, and Consumer Affairs Committee

From: Matthew F. Bacon, Acting County Clerk

### **Informational Memorandum**

<b>Subject:</b>	NYS Retention and Disposition Schedule for New York Local Government Records
<b>Purpose:</b>	Adopt Newly Drafted Retention and Disposition Schedule for New York Local Government Records
<b>Summary:</b>	New York State has updated the Retention and Disposition Schedule for Local Government Records. County government uses these schedules to determine what records need to be retained and which can be destroyed. Before any records listed on the Retention and Disposition Schedule for New York Local Government Records may be disposed of and even if the local government previously adopted Schedules CO-2, MU-1, MI-1, and ED-1, the governing body must formally adopt the Schedule by passing a resolution.
<b>Recommended Action:</b>	The Government, Courts and Consumer Affairs Committee approve this resolution.

**Retention and  
Disposition Schedule  
for New York Local  
Government Records  
(LGS-01)**

**2020**



*New York State  
Archives*



***RETENTION AND DISPOSITION SCHEDULE  
FOR NEW YORK  
LOCAL GOVERNMENT RECORDS (LGS-1)***

Section 185.15, 8NYCRR (Appendix L)

**FOR USE BY**

**CITIES  
TOWNS  
VILLAGES  
FIRE DISTRICTS  
COUNTIES  
SCHOOL DISTRICTS  
BOARDS OF COOPERATIVE EDUCATIONAL SERVICES  
TEACHER RESOURCE AND COMPUTER TRAINING CENTERS  
COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARDS  
MISCELLANEOUS LOCAL GOVERNMENTS**

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**The University of the State of New York  
THE STATE EDUCATION DEPARTMENT  
New York State Archives  
2020**

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## PURPOSE

This *Retention and Disposition Schedule for New York Local Government Records* indicates the minimum length of time that local government officials must retain their records before they may be disposed of legally. It consolidates and revises *Records Retention and Disposition Schedules CO-2, MU-1, MI-1, and ED-1*. It has been prepared and issued by the State Archives, State Education Department, pursuant to Section 57.25 of the Arts and Cultural Affairs Law, and Part 185, Title 8 of the *Official Compilation of Codes, Rules and Regulations of the State of New York*.

The purposes of this Schedule are to:

- 1) ensure that records are retained as long as needed for administrative, legal and fiscal purposes;
- 2) ensure that state and federal record retention requirements are met;
- 3) ensure that records with enduring historical and other research value are identified and retained permanently; and
- 4) encourage and facilitate the systematic disposal of unneeded records.

## ABOUT THIS SCHEDULE

This *Retention and Disposition Schedule for New York Local Government Records* provides a single, consolidated resource for all types of local governments to consult to determine the retention period for records they create. There are no longer separate retention schedules for different types of local governments. By consolidating multiple, disparate retention schedules, this schedule helps to ensure consistent retention and disposition guidance for records that are common to multiple types of local governments. This consolidated Schedule also facilitates modifications to retention periods when there are changes to laws, regulations or other mandates that affect retention.

## PREVIOUS SCHEDULES SUPERSEDED

*Retention and Disposition Schedule for New York Local Government Records* supersedes and replaces *Schedules CO-2, MU-1, MI-1, and ED-1*, previously issued by the State Archives. **The consent of the Commissioner of Education to use these schedules is withdrawn, and they may not be used to dispose of records.** The governing body must utilize this *Retention and Disposition Schedule for New York Local Government Records* in order to dispose of any records.

**RESOLUTION NO. 208**

**RESOLUTION TERMINATING AGREEMENT WITH THE  
COUNTY OF ONONDAGA REGARDING PURCHASING AND RELATED  
SERVICES**

By Legislator David Holst:

WHEREAS, the County of Oswego has, heretofore, entered into an Agreement with the County of Onondaga for Purchasing and Related Services by virtue of Resolution No.: 167 of 2017; and

WHEREAS, the County of Oswego desires to terminate said Agreement with the County of Onondaga and resume having its own Purchasing Department; and

WHEREAS, the Agreement (§7) requires at least four (4) months' written notice of a given party's intention to terminate; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chair of the Legislature be and is hereby authorized to terminate the annexed Agreement to expressly include any Service Level Agreement with the County of Onondaga in accordance with its terms by sending written notice thereof forthwith to the officials within the County of Onondaga indicated in the Agreement (§13).

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

DEPARTMENT Purchasing

CONTRACT NO. 28417

**AGREEMENT**

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Joanne M. Mahoney, County Executive, hereinafter the "Onondaga County", the COUNTY OF OSWEGO, a municipal corporation of the State of New York, by Kevin L. Gardner as Chairman of the Oswego County Legislature, hereinafter "Oswego County";

**WITNESSETH:**

WHEREAS, as evidenced by Onondaga County Legislature Resolution No. 137, adopted October 3, 2017, and by Oswego County Legislature Resolution No. 167, adopted September 14, 2017, amended on October 12, 2017, Onondaga County and Oswego County have each authorized the execution of an agreement for the provision of certain purchasing services and administrative functions by Onondaga County to Oswego County, consistent with and as permitted by applicable law, including, but not limited to, the provisions of General Municipal Law Section 119-o (shared services) and Article 5-a (public contracts); and

WHEREAS, the consolidation of purchasing services allows for taxpayer savings by streamlining services, reducing overall costs, and creating a greater economy of scale for items needed by each municipality;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is AGREED AS FOLLOWS:

1. **AUTHORIZATION TO ENTER INTO AGREEMENT**

Onondaga County and Oswego County each have obtained the required approvals to enter into this Agreement, whereby Onondaga County is to perform the several purchasing services and administrative functions for Oswego County as provided for herein.

2. **SCOPE OF SERVICES**

The parties agree that where this Agreement refers to the "Purchasing Director", the work may be performed by employees within the Onondaga County Division of Purchase or by such other person designated by Onondaga County's Purchasing Director.

This Agreement provides for a set of purchasing services to be provided by Onondaga County to Oswego County, and Onondaga County and Oswego County intend that the services under this Agreement, as provided herein, will be performed in the manner and in the timeframe documented in the Service Level Agreement, where such is attached hereto and incorporated herein as Attachment A. The Service Level Agreement may be amended by the parties from time to time in writing, and any amendments to such document shall be attached to Attachment A and incorporated therein. In the event of a conflict between this Agreement and the Service Level Agreement, this Agreement controls.

A. Purchasing Services to be provided by Onondaga County to Oswego County

i. Purchases to be made through the use of a contract awarded by Onondaga County or other governmental entities ("Piggy-backing").

- a. Onondaga County shall continue to procure goods and/or services according to the applicable provisions of federal, state, and local laws, resolutions, and regulations.

Pursuant to General Municipal Law §103(3), Onondaga County may choose to enter into contracts for various goods and services, and Onondaga County shall make its contracts available for use by Oswego County as permitted by law.

However, if Oswego County wishes to make a purchase in which the terms, conditions, and/or specifications vary from those found in Onondaga County's contract with the vendor or contractor, then such purchase will be considered to be one for the exclusive benefit of Oswego County, as may be appropriate, governed by the process outlined in subsection iii herein below.

- b. Onondaga County Purchase Director also shall assist Oswego County in determining whether contracts awarded by other governmental entities are available for use by Oswego County to purchase of goods and services, consistent with the provisions of General Municipal Law Article 5-a and other applicable law, where such governmental entities may include New York State, the United States of America, any state, any other political subdivision or district, if any such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with General Municipal Law Section 103 and made available for use by other governmental entities. Further, the Onondaga County Purchase Director shall assist Oswego County in using contracts available through national cooperative bidding programs, if acceptable to Oswego County.
- c. In the event that Oswego County chooses to purchase goods and/or services through a contract awarded by Onondaga County or another governmental entity, Oswego County shall accept sole responsibility for any payment due the vendor or contractor for such purchase in accordance with Oswego County's audit and payment policies and procedures.

ii. Joint Solicitation of Bids for goods and/or services for Onondaga County and Oswego County.

Joint solicitation of bids shall mean the solicitation of bids for the purchase of goods and/or services on behalf of Onondaga County and Oswego County, each in its separate capacity.

The procedure for the joint solicitation of bids shall be as follows:

- a. The parties shall file with Onondaga County Director of Purchase a list of administrators designated to be the point of contact for purposes of this agreement. The appropriate administrator for Oswego County shall provide information to Onondaga County Director of Purchase to assist Onondaga County in drafting bid specifications and in determining the consolidated quantity of goods and services to be procured by each of the parties, including whether the funds are appropriated and

available to purchase the goods and/or services and whether any MBE/WBE or other requirements apply.

- b. In consultation with the appropriate administrator as provided for above, Onondaga County Director of Purchase shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by Onondaga County. Such bid specifications shall provide for a separate contract to be awarded for goods or services required by Onondaga County and Oswego County, as the case may be.
- c. Prior to the solicitation of any bids, Oswego County shall, on a form provided by Onondaga County, verify to Onondaga County Director of Purchase that sufficient funds are appropriated and available to pay for Oswego County's share of the goods and/or services, that Onondaga County is authorized to solicit the bid on behalf of Oswego County, and that Oswego County shall be responsible for payment of all goods and/or services so procured. The parties agree that Onondaga County is entitled to rely upon the representations made therein.
- d. Onondaga County Director of Purchase shall provide for publication and advertisement of bid solicitations; respond to bidder inquiries; schedule and staff bid openings; receive, open, read and record bids; and forward bid responses to the appropriate administrator, as provided for hereinabove. The appropriate administrator shall review the responses, and on a form provided by Onondaga County, notify Onondaga County Director of Purchase as to Oswego County's determination of the lowest responsible bidder.
- e. Onondaga County Director of Purchase shall determine whether and to whom to award the bid with respect to Onondaga County's portion of such goods and/or services, and Oswego County shall determine whether and to whom to award the bid for Oswego County's portion of such goods and/or services.
- f. Contracts shall be awarded separately for Onondaga County and Oswego County, and the bid specifications shall so provide for such separate award. Oswego County, as the case may be, shall be responsible for all goods or services procured on behalf of Oswego County.

iii. Procurement of goods, services and/or public works for Oswego County.

The procedure for the procurement of goods, services and/or public works for Oswego County shall be as follows:

- a. The appropriate administrator designated by Oswego County, as provided for above, shall provide information to Onondaga County Director of Purchase to assist in drafting the bid specifications, including whether funds are appropriated and available for the purchase of the goods or services, and whether any MBE/WBE or other requirements apply. Requests by Oswego County to develop or draft bid specifications also shall be accompanied by a statement, on a form provided by Onondaga County, that Oswego County has approved the request.

- b. In consultation with and with the approval of the appropriate administrator as provided for above, Onondaga County Director of Purchase shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by Onondaga County. Such bid specifications shall provide that the contract will be awarded by Oswego County and that Oswego County shall be responsible for the payment of all goods or services procured.
- c. Prior to the solicitation of the bid, Oswego County shall, on a form provided by Onondaga County, verify to Onondaga County Director of Purchase that funds sufficient to pay for Oswego County share of the goods and/or services are appropriated and available, that Onondaga County is authorized to solicit the bid on behalf of Oswego County, and that Oswego County shall be responsible for payment of all goods and/or services so procured. Oswego County shall encumber sufficient funds upon award of a bid or RFP to pay the same. The parties agree that Onondaga County shall be entitled to rely upon the representations made therein.
- d. Onondaga County Director of Purchase shall provide for publication and advertisement of any requests for bids; respond to vendor inquiries; schedule and staff bid openings; receive, open, read and record bids; and review bid responses with the appropriate administrator, as provided for hereinabove. The appropriate administrator shall advise Onondaga County Director of Purchase of Oswego County determination of the low bidder.
- e. Oswego County shall determine whether and to whom to award the contract for goods and/or services to be procured. Oswego County shall be solely responsible for payment for all goods or services procured on its behalf in accordance with Oswego County's audit and payment policies and procedures.
- f. All Oswego County bids and RFPs shall be opened at the County Office Building, 46 East Bridge Street, Oswego, New York.

iv. Procurement of professional services pursuant to Requests for Proposals.

Onondaga County will perform administrative services related to the procurement of professional services using the competitive Request for Proposals process ("RFP"); provided, however, that Oswego County shall be responsible for convening a committee to review, evaluate, and score proposals and to make the final determination as to the award of any such professional services contract. Further, Oswego County shall be responsible for determining the scope of such contracts and the substantive qualities related to the professional services, including the relative weight to be accorded to factors within the evaluation and scoring process. In the event that there are RFPs or proposals received that include trade secret, proprietary or other confidential protected information, Onondaga County shall ensure that those designations are honored to the extent permitted by law. Oswego County further reserves the right to solicit its own RFPs when convenient or necessary.

v. Procurement of goods or services for emergency work.

Onondaga County will provide administrative services related to the procurement of goods and services on behalf of Oswego County to address situations of public emergency using such

procedures as typically used by Onondaga County, unless directed otherwise in writing by Oswego County. Oswego County retains the right to make emergency procurement of goods and services consistent with General Municipal Law §103(4).

Onondaga County shall inform an appropriate administrator of Oswego County if Onondaga County should become aware of a departmental request it reasonably believes to be couched as an emergency which does not constitute an emergency situation under state law for the purposes of this Agreement.

vi. Procurement falling within other Exemptions to Bidding.

To the extent that the goods and services to be procured are of a type that falls within a permitted exemption from the bidding requirement of General Municipal Law §103, such goods and services shall be procured in a manner consistent with applicable law.

Oswego County shall be responsible for selecting and procuring said goods and services and they shall not be covered by the scope of this agreement. Routine vendor payments for non-procurement related purposes, such as intermunicipal agreement payments, employee health payments, payments to Onondaga County under other contracts, workers comp payments, inmate hospital bills, etc. shall also be paid directly by Oswego County.

In addition to the several exemptions specifically listed within other provisions of this Agreement, such exemptions include, but are not limited to, Preferred Sources, as defined by State Finance Law §162.

vii. Discretionary Purchases.

Onondaga County shall provide for competitive procurement for goods and services where the anticipated cost of such goods and services is less than the applicable monetary thresholds for competitive bidding or the request for proposals process. For such purchases, the competitive procurement services to be provided by Onondaga County include vendor identification and price quote solicitation.

viii. Additional Related Services for Oswego County.

In addition to the foregoing, Onondaga County will coordinate with the appropriate administrator designated by Oswego County to obtain information to be used in drafting specifications for bid solicitations, requests for proposals, ensuring Oswego County businesses are included in bid/RFP solicitations and other competitive processes. Oswego shall notify Onondaga County of the determinations listed below, where such determinations are relevant to drafting a particular set of specifications for goods and services.

Such determinations include:

- whether funds are appropriated and available for use in the procurement of the intended goods and services;
- NYSDOL prevailing wage schedule and certified payroll requirements and tracking, if applicable;
- whether participation goals exist for utilizing vendors identified as being a Minority Business Enterprise ("MBE") or a Women Business Enterprise ("WBE"); and
- such other information determined to be relevant by Oswego County.

An administrator designated by Oswego County shall indicate approval of Oswego County's determinations.

Onondaga County shall respond to inquiries made by interested parties during the procurement process as may be appropriate, and Oswego County shall provide information and otherwise cooperate with Onondaga County as may be necessary in making such responses. The parties shall designate the restricted contacts for each bid or RFP solicitation as required for Procurement Lobbying Act purposes (State Finance Law §§139-j, 139-k).

ix. Change Orders/Substitutions.

Onondaga County shall not permit or allow any substitutions of commodities or change orders to bid awards, nor amendments to the scope of services for RFPs, without the prior written approval of Oswego County.

x. FOIL Requests, Subpoenas or Discovery Demands.

Onondaga County shall forward, upon receipt, all Freedom of Information Law (FOIL) requests or subpoenas for or concerning Oswego County's purchasing records maintained by Onondaga County. Should Oswego County receive court-ordered discovery demands concerning Oswego County purchasing records maintained by Onondaga County and not otherwise readily available to Oswego County, Onondaga County agrees to assist Oswego County in complying with same.

xi. Oswego County Records.

Oswego County shall maintain ownership of its records not otherwise uploaded in digital form into MUNIS, such as large format plans, specification books, bid bonds, payment bonds for Oswego County bids and solicitations, where such records shall remain the property of the County of Oswego. The parties shall develop a process for the retrieval of same as may be necessary. Oswego County shall be responsible for responding to requests for records as may be made under Public Officers Law and the Freedom of Information Act. Onondaga County shall provide bid/RFP solicitation and award documents in appropriate digital format for posting on the Oswego County website.

B. Obligations of Oswego County.

i. Purchasing Services to be performed by Oswego County.

Oswego County shall continue to perform the following functions and duties, and Onondaga County shall perform no services with respect to the following except as specifically provided for herein:

- a. Award of Contracts. Oswego County shall evaluate bid responses and submitted proposals, determine whether and to whom to award a contract, and notify Onondaga County of its determination. Onondaga County shall issue the notice of award on Oswego County's behalf. Onondaga County shall provide Oswego County all bid responses received including those received that may have been non-conforming or untimely. Bids that were received but were determined to be non-conforming or untimely shall be identified as such by Oswego County as part of its determination of award.

- b. Management of insurance coverage and bonds related to contract performance;
- c. Procurement of goods or services where such procurement is deemed by Oswego County impracticable to bid; where such procurement is deemed to be available only from a sole source or has been subject to standardization of purchase; or where such procurement would otherwise fall under an exception to bidding, such as where the cost of the goods or services will be less than the applicable monetary thresholds for competitive bidding, lease purchase, or energy performance. Provided, however, ~~Onondaga County will provide for the competitive procurement of standardized~~ goods if so requested by Oswego County, provided that Oswego County provides Onondaga County with documentation reasonably acceptable to Onondaga County that such standardization comports with applicable law. And, if requested by Oswego County, Onondaga County Purchase Director will assist Oswego County in obtaining price quotes for the purchase of goods and/or services where the anticipated cost of such goods and/or services is less than the applicable monetary thresholds for competitive bidding.
- d. Administration of all contracts awarded on behalf of Oswego County, including contracts for joint procurement of goods and services, and contracts for goods, services, and public works exclusively for Oswego County. Such administration shall include, but not be limited to, legal work, enforcement, and communication with the vendor related to job performance. Oswego County shall be responsible for collecting, reporting, and maintaining all required information about contract compliance, including, but not limited to, documentation showing participation and utilization of M/WBE firms, payment of prevailing wage, and remittance of sales tax (if and where applicable). Oswego County is responsible for compliance with all applicable laws, rules, and regulations, including, but not limited to, the New York State Environmental Quality Review Act ("SEQRA").
- e. Maintenance of inventory for Oswego County's personal property procured, whether procured under this Agreement or otherwise, and for the preparation of schedules, as may be appropriate, including schedules of amortization and depreciation.
- f. Providing Onondaga County the name and contact information of the appropriate administrator within Oswego County for purposes of this agreement.

ii. Change in Applicable Law, Rules, or Regulations.

Oswego County will promptly advise the Onondaga County Director of Purchase in writing of any change in applicable law, rules, or regulations adopted by Oswego County, including, but not limited to, bid thresholds, procurement policies, approvals of purchases and standardization resolutions.

iii. Vendor Payment.

Oswego County accepts responsibility for payment to vendors for Oswego County's share of any goods and/or services procured pursuant to this agreement.

iv. Continuation of Powers.

Nothing herein shall be deemed to transfer, curtail or otherwise diminish the powers of Oswego County. Onondaga County shall not become responsible for making determinations with respect to the award of public contracts where such responsibility rests with Oswego County.

C. Relationship of Onondaga County's Purchasing Director to Oswego County.

Except as specifically provided within this Agreement, neither party, nor such parties' officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the other party for purposes of employee benefits, workers compensation, or NYS Retirement System service credits or contributions. Onondaga County's employees shall provide Oswego County with the services under this Agreement, using the level of discretion as may be necessary and otherwise coordinating with and reporting to the appropriate officials within the respective governmental structures.

Further, Oswego County shall defend, indemnify, and otherwise hold Onondaga County harmless for claims arising from acts of Onondaga County's Purchasing Director (or other Onondaga County employee, as may be appropriate), where such acts are performed in connection with the purchasing services provided by Onondaga County's Purchasing Director (or other Onondaga County employee, as may be appropriate) under this Agreement and where such claims are alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of Oswego County, its officers or employees.

From time to time, Oswego County may adopt legislation or policy that would impact and otherwise change the manner by which Onondaga County's Purchasing Director provides services under this Agreement. Further, Oswego County may request that Onondaga County's Purchasing Director render other related purchasing services. In any event, Onondaga County retains the right to determine the level of services to be provided under this Agreement by Onondaga County's Purchasing Director and the manner in which such services are to be performed. Nothing within this paragraph shall be read so as to diminish, alter, or conflict with the obligation of Oswego County to indemnify, defend, and hold harmless Onondaga County, Onondaga County's officers, employees, and agents, including the Director of Purchase and employees within the Division of Purchase, as provided under this Agreement within the section entitled "DEFENSE, INDEMNIFICATION, HOLD HARMLESS", or as provided within this section 2C in situations where Onondaga County's Director of Purchase (or other Onondaga County employee, as may be appropriate) performs administrative services on behalf of or for the benefit of Oswego County and a claim has arisen from acts of Onondaga County's Purchasing Director or other Onondaga County employees, where such acts were performed in connection with the purchasing services provided by Onondaga County under this Agreement for Oswego County.

The parties may negotiate a change in compensation to provide for the additional services, requiring a written amendment in the manner provided within this Agreement. Oswego County retains the right to request a reduction in costs if the scope of services is decreased. The parties may negotiate a change in compensation to provide for such a reduction, requiring a written amendment in the manner provided within this Agreement.

3. COMPENSATION AND COSTS

Onondaga County will provide the various procurement services set forth herein to Oswego County, and Oswego County agrees to pay to Onondaga County compensation as a service fee in the fixed amount of

FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00), inclusive, for services to be rendered in 2018.

For the remainder of 2017, commencing October 1, 2017, and continuing within the months of November and December, Oswego County shall pay to Onondaga County a service fee in the fixed amount of TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$2,500.00) in each such month, for a total of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$7,500.00), inclusive, for services to be rendered in 2017.

For subsequent years during the term of this Agreement and any renewal periods, Oswego County shall pay to Onondaga County a service fee for each such year in the fixed amount of FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00), inclusive, for services to be rendered in each such year, unless agreed otherwise by the parties in writing.

For amounts due and owing in 2017, payment shall be made in a single lump sum not more than sixty (60) days after the execution of this agreement, upon receipt of an invoice.

For amounts due and owing in 2018 and each subsequent year during the term of this Agreement, payment shall be made in a single lump sum not more than sixty (60) days after the start of each calendar year upon receipt of an invoice. An invoice shall issue annually by Onondaga County.

Should this Agreement be cancelled, any payments shall be pro-rated as of the date of cancellation and the appropriate credits or payments shall issue by the responsible party.

4. STANDARDIZATION

Oswego County will commit to converting purchasing and other related administrative functions to Onondaga County provided PeopleSoft platform as soon as it is available to provide a completely integrated environment in which to perform procurement functions.

5. PARTICIPATION IN SHARED SERVICES CONTRACTS WITH OTHER GOVERNMENT ENTITIES

Oswego County acknowledges that Onondaga County may invite other municipalities and districts in Onondaga County to participate in a consolidated purchasing program. Onondaga County, in its sole discretion, may enter into cooperative shared services contracts with other entities. However, such other contracts shall not affect the rights and obligations of the parties hereunder unless modified by subsequent, written agreement between the parties.

6. PERSONNEL

Onondaga County shall have sole authority and full discretion to determine the number of employees to be employed within the Onondaga County Division of Purchase and the number of employees assigned to perform any and all functions performed on behalf of Oswego County under this Agreement. Onondaga County will afford Oswego County's requests for procurement the same priority as it affords Onondaga County's requests.

7. TERM

This Agreement shall commence on October 1, 2017, and shall continue through December 31, 2018. The Agreement shall automatically be renewed for three (3) additional periods of one (1) year each,

unless cancelled. The Onondaga County Executive or Oswego County may terminate this Agreement at any time, including during any renewal period, with the provision of at least four (4) months' prior written notice of the intent to terminate, and such termination shall take place as soon as is practicable and effective upon such date as the parties may agree in writing.

#### 8. REPRESENTATION

In the event legal issues arise relative to the services provided for in this Agreement, Oswego County Attorney shall represent Oswego County, and Onondaga County Attorney shall represent Onondaga County.

The Oswego County Attorney shall provide interpretations and opinions as may be appropriate related to procurement of goods and services made under this Agreement on behalf of Oswego County.

#### 9. DEFENSE, INDEMNIFICATION, HOLD HARMLESS

Regarding the operations and responsibilities concerning this Agreement, the parties further covenant and agree to indemnify, defend and hold harmless each other, and therefore, Onondaga County shall indemnify, defend and hold harmless Oswego County, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of Onondaga County, its officers, employees or agents. Likewise, Oswego County shall indemnify, defend and hold harmless Onondaga County, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of Oswego County, their officers, employees or agents.

#### 10. CONTRACT MODIFICATIONS

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

#### 11. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected; provided, however, that the Parties shall renegotiate in good faith the unenforceable or invalid provision(s) in order to accomplish the goals and intent of this Agreement consistent with law.

#### 12. CLAUSES REQUIRED BY LAW

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.

13. NOTICES

Notices under this agreement shall be deemed sufficient if in writing and mailed to the following addresses by first class mail to the following addresses:

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COUNTY OF ONONDAGA

COUNTY OF OSWEGO

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Onondaga County Purchasing Department  
Attn: Director  
John H. Mulroy Civic Center  
421 Montgomery Street  
Syracuse, New York 13202

Oswego County Administrator  
Legislative Office Building  
46 East Bridge Street  
Oswego, New York 13126

With a copy to:

With a copy to:

Onondaga County Attorney  
Department of Law  
John H. Mulroy Civic Center  
421 Montgomery Street  
Syracuse, New York 13202

Oswego County Attorney  
County Office Building  
46 East Bridge Street  
Oswego, New York 13126

14. GOVERNING LAW; VENUE

This Agreement will be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement will be decided in the first instance by the New York State Supreme Court to the exclusion of all other courts, except that the parties shall have all appeal rights allowed by State law. The Parties hereby submit to the jurisdiction of the New York State Supreme Court, County of Onondaga, for purposes of all such suits. If Onondaga County is suing Oswego County, venue shall be within Oswego County. Similarly, if Oswego County is suing Onondaga County, venue shall be in Onondaga County.

15. BINDING EFFECT

This Agreement will inure to the benefit of and be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

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16. EXECUTION IN COUNTERPARTS

This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart will be deemed to be an original and all of which together constitute but one and the same agreement.

17. SECTION HEADINGS NOT CONTROLLING

Section headings in this Agreement have been prepared for convenience of reference only and will not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

18. EFFECTIVE DATE

This Agreement will be effective as of October 1, 2017, provided that the appropriate authorizing legislation is first adopted by each party's respective governing bodies (Attachment B).

19. LIST OF EXHIBITS

Attachment A: Service Level Agreement

Attachment B: Authorizing Legislation –  
by Onondaga County (B1)  
by Oswego County (B2)

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[BALANCE OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinafter written.

COUNTY OF ONONDAGA

By: Joanne M. Mahoney DATED: 1/10/2018  
Joanne M. Mahoney, County Executive  
KMB

On the 10<sup>th</sup> day of January in the year 2018 before me the undersigned, personally appeared Joanne M. Mahoney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Mary Beth Rice  
Notary Public

MARY BETH RICE  
Notary Public, State of New York  
No. 4776559  
Qualified in Onondaga County  
Commission Expires June 30, 2018

COUNTY OF OSWEGO

By: Kevin L. Gardner DATED: 12/26/17

KEVIN L. GARDNER  
Kevin L. Gardner, Chairman of the Oswego County Legislature

On the 26<sup>th</sup> day of December in the year 2017 before me the undersigned, personally appeared Kevin Gardner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Mary B. Capone  
Notary Public

MARY B. CAPONE  
Notary Public, State of New York  
No. 01CA6242874  
Qualified in Oswego County  
My Commission Expires June 13, 2019

Exhibit B 1

6.

October 3, 2017

Motion Made By Mr. McMahon

RESOLUTION NO. 137

**AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS FOR THE  
PROVISION OF VARIOUS PURCHASING SERVICES BY ONONDAGA COUNTY TO THE  
COUNTY OF OSWEGO AND THE CITY OF OSWEGO**

WHEREAS, the County of Oswego and the City of Oswego have each indicated a desire to obtain certain purchasing services from Onondaga County, and it is necessary to authorize the execution of shared services agreements with each entity; and

WHEREAS, each municipality will compensate Onondaga County for costs incurred by Onondaga County associated with the provision of these services, and such revenues are anticipated within the 2018 County Budget; now, therefore be it

RESOLVED, that the County Executive hereby is authorized to enter into agreements with each municipality to provide for such services and compensation and to otherwise implement the intent of this resolution, with any such shared services agreement providing for an initial period to extend through December 31, 2018, and further providing the parties with the ability to renew the shared services agreement three times, with each such renewal term being for a period of one year.

Purchase INA - Oswego  
KMB  
dak

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND  
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE  
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

3rd DAY OF October 20 17

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

17 SEP 27 PM 3:15

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

Resolution No. 167

September 14, 2017

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE LEGISLATURE TO  
ENTER INTO AN AGREEMENT WITH ONONDAGA COUNTY FOR  
PURCHASING AND RELATED SERVICES AND TO EXECUTE ANY RELATED  
GRANT APPLICATIONS TO THE STATE OF NEW YORK**

By Legislators Shane Broadwell and David Holst:

WHEREAS, New York State General Municipal Law §119-o and Article 5 allows municipalities to contract with one another for convenience or to improve efficiencies; and

WHEREAS, the County of Onondaga and County of Oswego have been in discussions regarding sharing purchasing and related purchasing administrative functions to promote intermunicipal cooperation; and

WHEREAS, a resolution is both necessary and desirable,

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

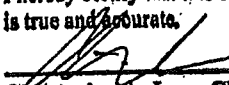
RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute the annexed Intermunicipal Agreement with the County of Onondaga concerning purchasing and related services with the understanding that the annexed service level agreement is still subject to change; and, it is further

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute and submit any grant applications to the State of New York, whether jointly or individually on behalf of the County of Oswego, which may provide funding related to the execution of the annexed agreement for purchasing services.

ROLL CALL

YES: 19 NO: 4 ABSENT: 2

I hereby certify that this copy of Resolution # 167 of 2017  
is true and accurate.

  
Christopher A. Jones, Clerk  
Oswego County Legislature  
Dated: 09-14-17

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 209**

**RESOLUTION APPOINTING A MEMBER TO THE COUNTY OF OSWEGO JURY BOARD**

By Legislator David Holst:

WHEREAS, a vacancy exists on the Oswego County Jury Board, and

WHEREAS, said vacancy should be filled by a member of this Legislature pursuant to provisions of section 503 of the Judiciary Law.

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

RESOLVED, that District 13 Legislator Patrick Twiss be, and he hereby is, appointed as a member of the Oswego County Jury Board pursuant to the provisions of the Judiciary Law of the State of New York.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 210**

**RESOLUTION ACCEPTING NYS STOP-DWI GRANT AND AUTHORIZING  
BUDGET MODIFICATION FOR DISTRICT ATTORNEY'S OFFICE / STOP-DWI**

By Legislator Terry Wilbur:

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

RESOLVED, that the County Treasurer be, and he hereby is, authorized to accept and deposit a grant award in the amount of \$17,000 issued by the NYS STOP-DWI Foundation to Oswego County STOP-DWI in the manner set forth in the attached Budget Modification Request, and be it further

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

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**A3315.443890-SDWI  
A3315.543800-SDWI**

**Res. 210 of 2020**

**(\$17,000.00)  
\$17,000.00**

In Memory of  
John F. Nalott



ROBERT J. LIGHTHALL  
STOP DWI COORDINATOR

OSWEGO



COUNTY

## STOP DWI

PUBLIC SAFETY BUILDING  
39 CHURCHILL ROAD  
OSWEGO, NEW YORK 13126  
315/349-3210 FAX 315/349-3212

### INFORMATIONAL MEMORANDUM

**SUBJECT:** Budget modification      **DATE:** October 20, 2020

**PURPOSE:** Accept additional grant funding for High Visibility Road Checks/Saturation Patrols/DRE Call Out.

**SUMMARY:** The NYS STOP-DWI Foundation submitted a grant application with the State of New York Governor's Traffic Safety Committee seeking funding High Visibility Road Checks.

The NYS STOP-DWI Foundation has been awarded Oswego County's an allocation of \$17,000. Such funds must be approved by the county legislature and reimbursement shall be made to the county based on actual expenses incurred. These federal funds would be received through budget line 3315.443890 and expended through line 3315.543800 Other Fees and Services. The grant cycle is October 1, 2020 through September 30, 2021.

**RECOMMENDED  
ACTION:**

The Oswego County STOP-DWI Program recommends acceptance of the grant funds in the amount of \$17,000.

October 2, 2020

Robert Lighthall, Oswego County STOP-DWI  
Via email

Please accept this letter as official notification of a Crackdown Enforcement award in the amount of \$17,000 for use in your county. Initial each line below, sign the bottom and scan back a copy of this letter. This will serve as your acceptance of these funds. Failure to return this form will result in non-reimbursement. Let me know if you have any questions.

- RL The funds listed above will be utilized for Enforcement Overtime during the following crackdown dates only (unless permission has been granted for alternate dates).

HALLOWEEN:	October 30 - November 1, 2020
THANKSGIVING:	November 25 - November 29, 2020
HOLIDAY SEASON (NATIONAL):	December 17 - January 1, 2021
SUPER BOWL:	February 5 - February 8, 2021
ST. PATRICK'S DAY:	March 16 - March 21, 2021
(and/or any parade day in your community- with prior approval)	
MEMORIAL DAY:	May 28 - June 1, 2021
JULY 4TH:	July 2 - July 5, 2021
LABOR DAY (NATIONAL):	August 20 - September 6, 2021

- RL All enforcement details (sobriety checkpoints and/or roving patrols) will be multi-agency details.
- RL If circumstances result in only one agency participating in any crackdown, an email will be sent to Pam Alni, Grant Administrator, describing the reasoning for only one agency participating.
- RL All Crackdown efforts will be 'high visibility' and advertised in your county.
- RL All PS-1's and activity sheets will be submitted to Pam Alni, Grant Administrator within 45 days of each Crackdown with the exception of the Labor Day Crackdown and that paperwork must be submitted by September 30<sup>th</sup> due to grant end date. Paperwork submitted after 45 days (or 9/30 for Labor Day) shall not be considered for reimbursement.

My signature here shall serve as acceptance of the grant detailed above and my initials above serve as acknowledgement of the items I am responsible for.

Robert Lighthall  
Robert Lighthall  
Oswego County STOP-DWI Coordinator

Reginald Crowley  
Reginald Crowley, Chairperson  
STOP-DWI Foundation, Inc.

Reggie Crowley (Columbia) - Chairperson  
Tracie Coulson (Cayuga) - Vice-Chairperson

Tracy Mance (Albany) - Secretary  
John Winchell (Washington) - Treasurer

BOARD OF DIRECTORS: Melanie Churakos (Cattaraugus), Patricia Tomassi (Westchester), Michele James (St. Lawrence), Jeffrey Kaczor (Montgomery), Susie Schenck (Orleans)

**(FROM)** \_\_\_\_\_ **TO** \_\_\_\_\_

**COMMITTEE SIGNATURES**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE:

DATE \_\_\_\_\_

**RESOLUTION NO. 211**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
SHERIFF'S OFFICE TRANSFER FROM INSURANCE RECOVERY  
(TREASURER'S OFFICE) TO AUTOMOTIVE SUPPLIES & REPAIR (ROAD  
DIVISION)**

By Legislator Terry Wilbur:

Upon recommendation of the Public Safety and Emergency 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 NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A1325.426800  
A3110.544100

Res. 211 of 2020

(\$894.61)  
\$894.61



ADMINISTRATION  
(315) 349-3307  
FAX (315) 349-3483

ROAD PATROL  
(315) 349-3411  
FAX (315) 349-3303

CRIMINAL INVESTIGATION  
(315) 349-3318  
FAX (315) 349-3317

DONALD R. HILTON  
SHERIFF



39 Churchill Road, Oswego, New York 13126-6613

JOHN F. TOOMEY  
UNDERSHERIFF  
MICHAEL R. BENJAMIN  
JAIL ADMINISTRATOR



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

JAIL DIVISION  
(315) 349-3300  
FAX (315) 349-3349

### INFORMATIONAL MEMORANDUM

**DATE:** October 26, 2020

**SUBJECT:** Vehicle Repair from the Insurance Recovery Fund

**SUMMARY:** A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$894.61 into Automotive Supplies & Repair (A3110.544100) to repair one 2015 Ford Police Interceptor that collided with another vehicle. Attached is a copy of the claim sent from New York Municipal Insurance Reciprocal.

### RECOMMENDED

**ACTION:** The Sheriff's Office respectfully requests your review and approval of this request.

**STATEWIDE CLAIM SERVICES, INC.**

Supplements please call 631-422-5800 or email@  
Statewideclaim@gmail.com  
877 Little East Neck Rd.  
West Babylon, NY 11704  
Phone: (631) 422-5800, FAX:(631) 321-1473

Workfile ID:

022df31b

For:

**NEW YORK MUNICIPAL INSURANCE  
RECIPROCAL****Preliminary Estimate****Owner: OSWEGO COUNTY, OSWEGO XOUNTY****Job Number:**

Written By: James Holman, IA 1463070

Adjuster: GRIMALDI, ANDIONA

Insured: OSWEGO COUNTY,  
OSWEGO XOUNTY

Policy #:

Claim #: OSWEG-2020-025-001

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 12 Front

Owner:  
OSWEGO COUNTY, OSWEGO XOUNTYInspection Location:  
Drive-In

Repair Facility:

**VEHICLE**

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Gasoline Sequential MPI

VIN: 1FAHP2MKXFG167915

Production Date:

License: FD624D

Odometer:

40,000

Interior Color:

State: NY

Condition:

Exterior Color:

**TRANSMISSION**

Automatic Transmission

4 Wheel Drive

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

**DECOR**

Dual Mirrors

Tinted Glass

Overhead Console

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control

Stability Control

California Emissions

# Preliminary Estimate

Owner: OSWEGO COUNTY, OSWEGO XOUNTY

Job Number:

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2		O/H front bumper				2.6	
3	<>	Repl Bumper cover	EG1Z17D957DPTM	1	556.57	Incl.	3.4
4		Add for Clear Coat					1.4
5	**	Repl A/M CAPA Absorber	DG1Z17C882A	1	89.00	Incl.	
6		Repl License bracket hardware kit	DG1Z17A386A	1	8.52		
7		R&I License bracket				0.2	
8		<b>GRILLE</b>					
9		Repl Grille	DG1Z8200AA	1	173.52	Incl.	
10	#	R&I EMERGENCY LIGHTS				0.3	
11	#	Rpr DRILL HOLES FOR EMERGENCY LIGHTS				0.5	
12		<b>MISCELLANEOUS OPERATIONS</b>					
13	#	Subl Hazardous Waste Removal		1	3.00 X		
<b>SUBTOTALS</b>					<b>830.61</b>	<b>3.6</b>	<b>4.8</b>

## ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			827.61
Body Labor	3.6 hrs @	\$ 50.00 /hr	180.00
Paint Labor	4.8 hrs @	\$ 50.00 /hr	240.00
Paint Supplies	4.8 hrs @	\$ 30.00 /hr	144.00
Miscellaneous			3.00
Subtotal			1,394.61
<b>Total Cost of Repairs</b>			<b>1,394.61</b>
Deductible			0.00
<b>Total Adjustments</b>			<b>0.00</b>
<b>Net Cost of Repairs</b>			<b>1,394.61</b>

MyPriceLink Estimate ID / Quote ID:

748363053577281536 / 75424185

PURSUANT TO SECTION 2610 OF THE INSURANCE LAW,  
AN INSURANCE COMPANY CANNOT REQUIRE THAT REPAIRS BE MADE  
TO A MOTOR VEHICLE IN A PARTICULAR PLACE OR REPAIR SHOP.  
YOU HAVE THE RIGHT TO HAVE YOUR VEHICLE REPAIRED IN THE SHOP OF YOUR CHOICE.

**Preliminary Estimate**

**Owner: OSWEGO COUNTY, OSWEGO XOUNTY**

**Job Number:**

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Gasoline Sequential MPI

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

THE PREPARATION OF THIS ESTIMATE MAY HAVE BEEN BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THERE ARE WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS. THESE WARRANTIES ARE PROVIDED BY THE MANUFACTURER AND/OR DISTRIBUTOR OF THE PARTS RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

## Preliminary Estimate

**Owner: OSWEGO COUNTY, OSWEGO XOUNTY**

**Job Number:**

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2JN10, CCC Data Date 10/16/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

## COUN OF OSWEGO

Date: October 26, 2020

FROM (OR REVENUE)				TO (OR APPROPRIATION)			
ACCOUNT NUMBER		ACCOUNT NUMBER				REASON FOR REQUEST	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
1325	426800					Insurance Recovery	(\$894.61)
			3110	544100		Automotive Supplies & Repair	\$894.61

## COMMITTEE SIGNATURES

**COUNTY TREASURER**

DATE \_\_\_\_\_

**PERSONNEL DIRECTOR**  
**(Personnel Services Only)**

DATE \_\_\_\_\_

DEPARTMENT HEAD

**COUNTY ADMINISTRATOR**

DATE

**RESOLUTION NO. 212**

**RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT –  
MENTAL HEALTH VOCATIONAL SERVICES**

By Legislator Roy Reehil:

WHEREAS, the County issued a request for proposal for a vendor to provide Mental Health Vocational services; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Onondaga County Division of Purchase solicited Requests for Proposals (RFP 20-DSS-001) from multiple qualified vendors for Mental Health Vocational services; and

WHEREAS, the Department of Social Services, the Community Services Board and Onondaga County Division of Purchase have reviewed the proposals received and determined the proposal from Farnham Family Services meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Human Services Committee that the County of Oswego awards the professional services contract for providing Mental Health Vocational Services to Farnham Family Services, Oswego, NY, at a cost not to exceed \$135,000 annually, 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 ROLL CALL VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

LEGISLATURE  
COUNTY  
OSWEGO



COUNTY OF OSWEGO  
Department of Social Services

Stacy Alvord, MSW  
Commissioner

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

**INFORMATIONAL MEMORANDUM**

**DATE:** November 3, 2020

**SUBJECT:** RFP #20-DSS-001 Award of Professional Services contract for Mental Health Vocational Services.

**PURPOSE:** To authorize the Department to contract, provide funding for OMH funded Mental Health Vocational Services, in accordance with the County Purchasing policy.

**SUMMARY:** In accordance with the County Purchasing Policy PRP 2014-19, a Request for Proposal (RFP#20-DSS-001) for *Mental Health Vocational Services* was released by the Onondaga County Division of Purchase and received four proposals from qualified agencies. All proposals were reviewed by the Director, Division Staff, and Community Services Board Members.

The proposals were evaluated for candidate criteria, fulfillment of scope of work, detail of implementation plan, knowledge and experience, organizational capacity and performance, fiscal responsibility, overall quality of response, and capacity to initiate service upon target start date.

The Division of Mental Hygiene recommends the contract be awarded to **Farnham, Inc.**

Please see the included Evaluation Document provided by Onondaga County Division of Purchase. The recommended award amount is \$135,000.

**100% of funding for this service is provided by a NYS OMH State Aid allocation to Oswego County.** The revenue and expense for this project is included in the Division's proposed 2021 County Budget. There will be no increase to the local share. Any reduction in this State funding will result in reduction in contract amount.

**RECOMMENDED**

**ACTION:** The Department of Social Services/Division of Mental Hygiene recommends that the Human Services Committee approve the request to award the professional service 12-month, renewable contract for *Mental Health Vocational Services* to Farnham, Inc. in the amount of \$135,000. Contract start date of January 1, 2021. To renew on the calendar year schedule.



# 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](mailto:danielhammer@ongov.net)

## #RFP 20-DSS-001-Mental Health Vocational Services

Name of Company	Location	Proposed Price	Est. Timeline	Required Documentation VC/PRCS/PIS/NCC/RFC					
Farnham, Inc.	283 West 2 <sup>nd</sup> Street Oswego, NY	\$124,007 Negotiated Scope Price: \$135,000	1/1/21- 12/31/21	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Liberty Resources, Inc.	1045 James Street Syracuse, NY	\$89,202	1/1/21- 12/31/21	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Oswego Industries, Inc.	7 Morrill Place Fulton, NY	\$105,719	1/1/21- 12/31/21	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Onondaga Community Living, Inc.	518 James St Suite 110 Syracuse, NY	\$126,977	1/1/21- 12/31/21	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					

VC=Vendor Qualifications; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Farnham, Inc.	<p>Pro</p> <ul style="list-style-type: none"> <li>➤ Proposer meets the Ideal Vendor criteria listed in RFP.</li> <li>➤ Proposal encompassed all elements outlined in the RFP.</li> <li>➤ Proposer has experience providing similar service to SUD consumers.</li> <li>➤ For an additional \$10,993 Farnham will draw from their Peer staff to offer a peer support and engagement component to participants (as negotiated during interview).</li> <li>➤ Proposed plan and budget for project team is strong for recruitment and retention of professional staff, staff development, onsite supervision/support.</li> <li>➤ Proposes psychiatric rehabilitation/recovery model, ongoing transition and discharge planning, and education for disability-related benefits training and employment incentives.</li> <li>➤ Brings knowledge of HARP/HCBS/ARS continuum of service and MH care management opportunities which may also be available to participants.</li> <li>➤ Outlines a plan for promotion of service to community partners and consumers.</li> <li>➤ Proven history of quality service delivery and management to Oswego County residents.</li> </ul>
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	<ul style="list-style-type: none"> <li>➤ Proposal for Ongoing integrated Supported Employment (OISE) program with capacity of 18 slots PLUS flexible capacity for additional employment services to Non-ACCES-VR clients (projected 6 slots). <b>Cost of \$5,625 per slot.</b></li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>➤ Proposer Agency's current branding does not reflect provider of MH services.</li> <li>➤ No experience receiving referrals from ACCES-VR.</li> </ul>
Liberty Resources, Inc.	<p>Pro</p> <ul style="list-style-type: none"> <li>➤ Proposer meets the Ideal Vendor criteria listed in RFP.</li> <li>➤ Proposer has experience providing similar service to DD &amp; MH/DD consumers.</li> <li>➤ Experience receiving referrals from ACCES-VR.</li> <li>➤ Brings knowledge of HARP/HCBS/ARS continuum of service and MH care management opportunities which may also be available to participants.</li> <li>➤ Acknowledgment of individual needs changing, goals progressing over time and corresponding need for transitional service structure.</li> <li>➤ Proven history of quality service delivery and management to Oswego County residents.</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>➤ Staffing plan requires minimum of HS diploma plus 2 yr experience, 90-day orientation/training period, but only \$250 allocated in budget for staff development.</li> <li>➤ 13.5% of budget is for .25 FTE Supervisor to oversee only 1.0 FTE Vocational Counselor.</li> <li>➤ Does not provide a plan or define a process to promote or communicate program information to service agencies or consumer base.</li> <li>➤ No mention of providing education for disability-related benefits training or employment incentives.</li> <li>➤ Proposal for OISE program only, capacity of 18 slots. <b>Cost of \$4,956 per slot.</b></li> </ul>
Oswego Industries, Inc.	<p>Pro</p> <ul style="list-style-type: none"> <li>➤ Proposer has experience providing OISE service.</li> <li>➤ Experience receiving referrals from ACCES-VR.</li> <li>➤ Proven history of quality service delivery to Oswego County residents.</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>➤ Proposer does not meet Ideal Vendor criteria listed in RFP.</li> <li>➤ Proposer did not clearly propose the program specifically required in the RFP, Ongoing integrated Supported Employment (OISE).</li> <li>➤ Proposal did not specify program(s) to be provided but describes Pre-Vocation Education and Skill Development, which is not the focus of the RFP.</li> <li>➤ No program capacity proposed, <b>unable to calculate cost per slot.</b></li> </ul>
Onondaga Community Living, Inc.	<p>Pro</p> <ul style="list-style-type: none"> <li>➤ Proposer has experience providing similar service to DD &amp; MH/DD consumers.</li> <li>➤ Experience receiving referrals from ACCES-VR</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>➤ Proposer does not meet Ideal Vendor criteria listed in RFP.</li> <li>➤ Submitted proposal is a copy and paste from the RFP document itself.</li> <li>➤ Lacks detail on approach or strategy to provide the scope of service.</li> <li>➤ Proposal failed to communicate a strong desire or commitment to providing the service when compared to other proposals.</li> <li>➤ Proposal for OISE program with capacity of 18 slots. <b>Cost of \$7,054 per slot.</b></li> </ul>

Proposed cost for service varied across proposals. All proposals were within the budgeted funding allocation range.

Proposals reviewed by: Nicole Kolmsee, Director of Community Services  
Larry Schmidt, CSB Chair  
Amy Durkin, CSB Member  
Samantha Cleveland, CSB Member  
Catherine Li Voti-Rice, Community Services Coordinator  
Nathan Barron, Adult Services Coordinator

**RESOLUTION NO. 213**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
HEALTH DEPARTMENT-COVID-19 EPIDEMIOLOGY & LABORATORY  
CAPACITY (ELC) FUNDING FROM HEALTH RESEARCH INC.**

By Legislator James Karasek:

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

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

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

**ADOPTED BY ROLL CALL VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 213 of 2020**

A4035.444890	(\$24,696.00)
A4035.514000	\$10,853.00
A4035.590308	\$830.00
A4035.545500	\$10,913.00
A4035.526000	\$2,100.00

## OSWEGO COUNTY

JIANCHENG HUANG, DIRECTOR OF PUBLIC HEALTH  
PHONE 315.349.3545



## HEALTH DEPARTMENT

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

### INFORMATIONAL MEMO

- SUBJECT:** COVID-19 Epidemiology & Laboratory Capacity (ELC) Funding from Health Research Inc
- PURPOSE:** Budget modification to accept additional funding to support increased capacity to conduct case and contact investigations and reporting.
- SUMMARY:** Oswego County Health Department has received \$304,948 in grant funding to support COVID-19 response. The requirement of the grant is expanding capacity by adding positions to concentrate on COVID tracking and tracing.

In addition to the previously approved positions, grant funding will be used to hire two Temporary Part Time Public Health Investigators and one Full Time Public Health Investigators. The grant will also fund equipment and cell phone costs required for all grant related positions. The grant contract period for this funding is July 1, 2020 through June 30, 2022.

Public Health Investigator duties include: contacting those diagnosed with COVID-19 to elicit contact information during the infectious period; providing education and instructions for safely self-isolating; conducting or assisting with workplace and healthcare facility notification; conducting outbreak/cluster investigations; and leading or assisting in the development of materials to support investigation activities.

### RECOMMENDED

- ACTION:** To approve requested Public Health Investigator positions and the corresponding budget modification for the 2020 budget year anticipated portion.

## POSITION REQUEST/DELETE BUDGET FORM

<b>DEPARTMENT: HEALTH</b>		<b>DIVISION/UNIT (NUMBER): A4035</b>	
<b>A. NEW POSITION REQUEST</b>			
1. Position Title Requested: Public Health Investigator (1 FT, 2 PT)			
2. Bargaining Unit: <input checked="" 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: \$21.28		Grade: 10	
b. Management or OCPA – Salary Requested: _____		Grade: _____	
4. Percent of Federal and or State Reimbursement: 100%		Fringe Reimbursed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Justification of Need (Use additional sheets as necessary):  <i>This position is needed to assist with COVID 19 case and contact investigations and daily follow-up activities.</i>			
6. Complete New Position Duties Statement (p. 3 & 4).			
<b>B. RECLASSIFICATION REQUEST</b>			
1. Present Title:		2. Position #:	
3. Present Salary/Hourly Rate:		Grade:	
4. Requested Title:			
5. Requested Salary: _____			
a. Bargaining Unit: _____		Hourly Rate: _____ Grade: _____	
b. Management or OCPA – Salary Requested: _____		Grade: _____	
6. Percent of Federal and/or State Reimbursement: _____		Fringe Reimbursed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Justification of Need (use additional sheets as necessary):			
8. Complete New Position Duties Statement (p. 3 & 4).			

<b>C. POSITION DELETION</b>	
1. Title to be Deleted:	
2. Position #	3. Salary Savings:
4. Reason for Deletion:	

**Civil Service Law: Section 22. Certification for positions.** Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

**OSWEGO COUNTY HUMAN RESOURCES  
DEPARTMENT**

**NEW POSITION DUTIES STATEMENT**

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

**1. DEPARTMENTS/SCHOOL  
DISTRICT/TOWN OR VILLAGE  
HEALTH**

**DIVISION, UNIT, OR WORK SECTION**

A4035

**LOCATION OF POSITION**

HEALTH COMPLEX

**2. DESCRIPTION OF DUTIES:** Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.

Title requested: *PUBLIC HEALTH INVESTIGATOR (2)*

**PERCENT OF  
WORK TIME**

100

*Conduct rapid and complete case investigations. Coordinate contact tracing activities with State contact tracers to ensure contacts are reached within 48 hours of contact elicitation. Ensure contacts have access to testing within three days of initial notification, establish and maintain a current testing protocol within the county, and coordinate for contacts to be tested, and provide proper reporting in CDCMS of suspect cases/PUIs. Ensure daily monitoring of cases and contacts and any social support needs are being met for effective isolation/quarantine. Utilize the CDCMS (CommCare) to report all case and contact data.*

(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	SPHN	Direct
Chantel Eckert	SPHN	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION
Jennifer Purtell	PHN	Health - Preventive
Anna Reitz	PHN	Health - Preventive
Tina Bourgeois	Senior LPN	Health - Preventive

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

Education: ☐ High School \_\_\_\_\_ years  
☒ College 2 - 4 years, with specialization in Public Health, health science, nursing or a related field  
☐ Other \_\_\_\_\_ years, with specialization in \_\_\_\_\_

Experience (list amount and type): *Bachelor's degree in public health, health science, nursing or a related field; Or Associates degree in public health, health science, nursing or a related field and two (2) years of experience as an RN.*

Essential knowledge, skills and abilities: *Excellent communication and interview skills. Ability to provide education and instruction to the public, ability to handle high stress situations, excellent computer skills. Be able to work weekends, nights, and on-call.*

Type of license or certificate required: Nursing license

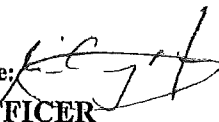
7. The above statements are accurate and complete.

Date:

10/26/20

Title: Director of Public Health

Signature:



**CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER**

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

## BUDGET MODIFICATION REQUEST

To

TOTAL AMOUNT

DATE \_\_\_\_\_

~~Passer 1919  
of 2019  
m~~

**SURER**

DATE \_\_\_\_\_

**S DIRECTOR**

DATE \_\_\_\_\_

STRATOR

DATE \_\_\_\_\_

0

# HEAD

DATE \_\_\_\_\_

**RESOLUTION NO. 214**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION  
FACILITIES AND TECHNOLOGY - WATER**

By Legislator Stephen Walpole:

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

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

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

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 214 of 2020**

**A1620.511000**

**(\$55,000.00)**

**A1620.541700**

**\$55,000.00**



COUNTY OF OSWEGO  
DEPARTMENT OF FACILITIES & TECHNOLOGY Oswego, N. Y. 13126

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Phone: (315) 349-8233  
Fax: (315) 342-2481

INFORMATIONAL MEMORANDUM

**SUBJECT:** Replenish Facilities & Technology budget line Water – A1620 541700

**PURPOSE:** To amend the Facilities & Technology 2020 budget in order to fund an anticipated short fall in budget line A1621 541700 – Water

**SUMMARY:** The Facilities & Technology department received the estimated water invoices for the third quarter of 2020. There will be a short fall in the account to pay these invoices and the fourth quarter invoices for 2020 too.

I respectfully request \$ 55,000 from the A1620 5411000 - Salaries & Wages be transferred into A1620 541700 – Water.

**RECOMMENDED:**

**ACTION:** To transfer \$ 55,000 from A1620 – Salaries & Wages to A1620 541700 – Water.



**RESOLUTION NO. 215**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE  
AGREEMENT WITH NIAGARA MOHAWK POWER CORPORATION  
D/B/A NATIONAL GRID RELATIVE TO NATIONAL GRID'S EMERGENCY  
RESPONSE PLAN**

By Legislator Stephen Walpole:

WHEREAS, Niagara Mohawk Power Corporation d/b/a National Grid is a major supplier of electric power to residents and businesses within the County of Oswego; and

WHEREAS, from time to time, natural disasters such as ice storms and wind storms have created power interruptions for county residents and businesses alike; and

WHEREAS, National Grid is desirous of utilizing the Oswego County Airport as a Staging Yard Site under its Emergency Response Plan; and

WHEREAS, this resolution would slightly amend a prior license agreement that has been in place for over a decade; and

WHEREAS, said site will assist in speeding the restoration of utility services to county residents and businesses; and

WHEREAS, the County of Oswego is desirous of permitting National Grid to use a portion of the Oswego County Airport on certain terms and conditions; and

WHEREAS, a written agreement is both necessary and desirable,

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

RESOLVED, that the Chairman of the Legislature be, and is hereby, authorized to execute the annexed license agreement with Niagara Mohawk d/b/a National Grid relative to its Emergency Response Plan to utilize a portion of the airport as a Staging Yard Site; and, it is further

RESOLVED, that execution of this License Agreement is contingent upon the approval and consent of the Federal Aviation Administration.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

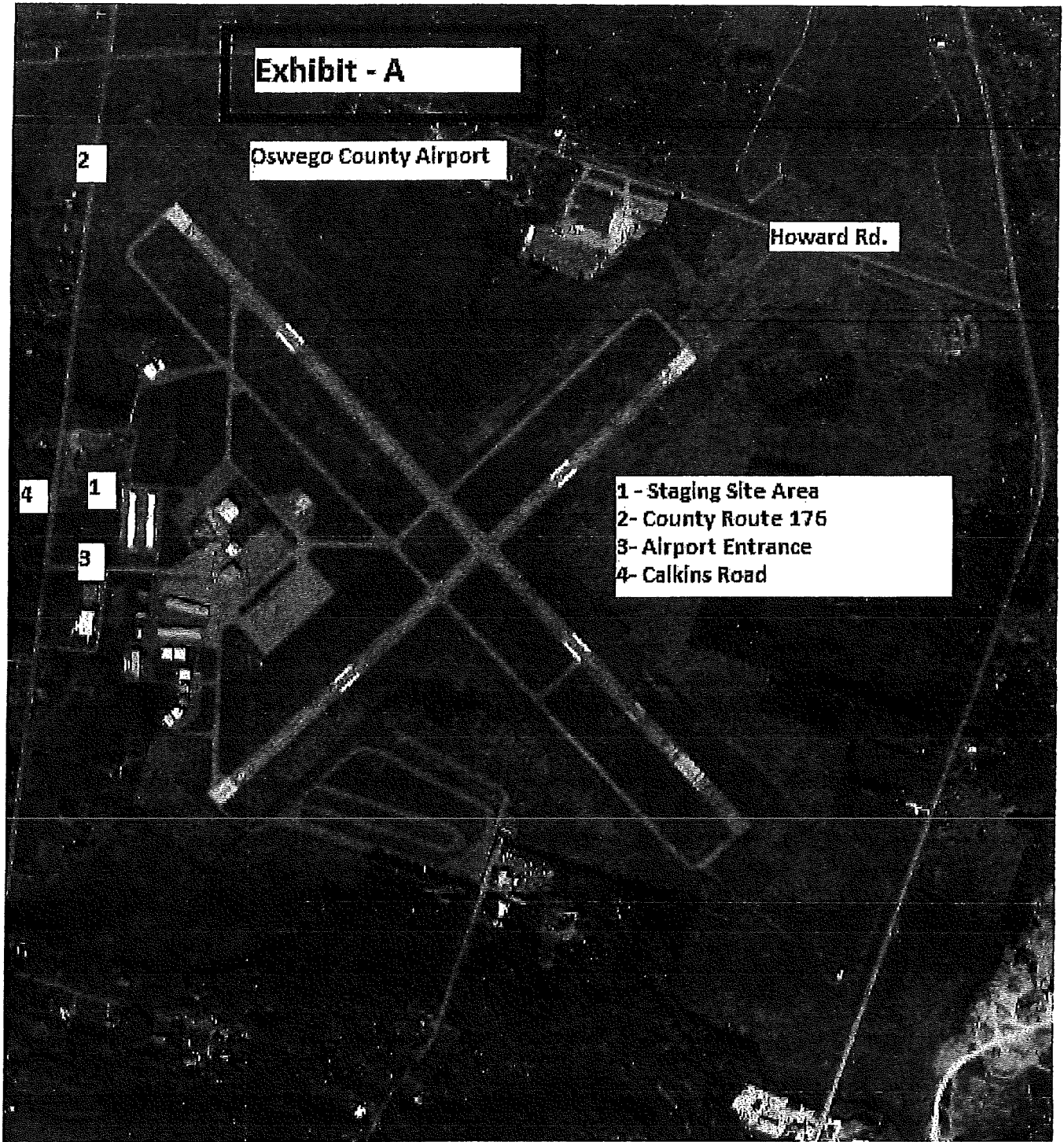
**YES: 25      NO: 0      ABSENT: 0      ABSTAIN: 0**

## Exhibit - A

Oswego County Airport

Howard Rd.

- 1 - Staging Site Area
- 2 - County Route 176
- 3 - Airport Entrance
- 4 - Calkins Road



## LICENSE

THIS LICENSE (this "License") is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date"), by and between the **COUNTY OF OSWEGO, a municipal by and of the State of New York** having an office for the transaction of business at the Legislative Office Building, at **46 East Bridge Street, Oswego, NY 13126** ("Licensor"), and NIAGARA MOHAWK POWER CORPORATION, a corporation organized and existing under the laws of the State of New York, having an office for the transaction of business at 300 Erie Boulevard West, Syracuse, New York 13202 ("Licensee").

## RECITALS

**WHEREAS**, Licensor is the owner of that certain parcel of land located at **40 Airport Drive**, in the City/**Town of Volney, County of Oswego, State of New York** pursuant to that certain deed dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Clerk's Office in Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Licensor's Property"), which Licensor's Property is identified as **Tax Map I.D. No. 219.00-05-06.13**, and

**WHEREAS**, Licensee desires, in the event of a disaster such as a major storm, hurricane, fire, flood, earthquake or other natural disaster, or a military or civil disturbance such as a terrorist action, war, riot, pandemic or other similar disturbance (collectively, a "Disaster Event"), the use of an area on the Licensor's Property for the staging of vehicles, equipment, manpower necessary and supporting infrastructure for the restoration of any utility service lost in the area or region near to Licensor's Property as a result of such Disaster Event ("Disaster Restoration").

**WHEREAS**, Licensee will provide at its sole cost and expense any surface improvements deemed necessary for the effective use of the area including, but not limited to, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Licensee will restore the property to its original condition.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other consideration, the parties hereto agree as follows:

### **1. Grant of License.**

Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to access and use an area on the Licensor's Property [consisting of approximately **5 acres** (more or less) \_\_\_\_\_ [square feet] [consisting of the paved parking areas] ("Licensed Premises") as shown on sketch attached hereto as **Exhibit A** and made a part hereof, together with the right to use in common with others entitled thereto such easements and appurtenances belonging or appertaining thereto providing pedestrian and/or access to a public way, and together with the right to use in common with others entitled thereto such entrances and exit ways, driveways, sidewalks and walkways necessary for pedestrian and/or vehicular access to the Licensed Premises ("Common Areas"), upon the occurrence of a Disaster Event for the purpose of Disaster Restoration.

2. *Term.*

The term of this License shall commence upon the Effective Date and expire on December 31, 2021, and thereafter shall be automatically renewed on January 1 of each year for a period of one (1) full calendar year until either party gives the other party ninety (90) days written notice prior to the end of the then calendar year of its intention not to renew ("Term").

3. *Use of Licensed Premises.*

Licensee, its agents, employees and invitees shall have unrestricted access to the Licensed Premises at any and all times upon the occurrence of a Disaster Event for the staging of vehicles, equipment, supporting infrastructure and manpower necessary for the restoration of any utility service lost in the area or region near to Licensor's Property as a result of a Disaster Event. **The Licensee shall not use the Licensed Premises in any fashion that would be contrary to FAA/FCC regulations, to-wit; those activities which pose a hazard to aviation at the Airport or interfere with Airport equipment or federally-licensed frequencies used for aviation, aviation and/or Airport operations (e.g. instrument landing system (ILS), outer approach beacon(s), pilot radio communications) at or near the Airport.**

4. *Covenants, Representation and Warranties of Licensee.*

Licensee represents, warrants, covenants and agrees that:

- (a) Licensee shall be responsible for any and all costs and expenses associated with Licensee's use of the Licensed Premises and Common Areas during a Disaster Restoration.
- (b) Licensee shall comply with applicable provisions of federal, state and municipal laws, codes, regulations, and ordinances, and any amendments thereof or successor laws, codes, regulations, or ordinances thereto affecting the Licensor's Property including, without limitation the Licensed Premises and Common Areas, and Licensee's use thereof pursuant to this License.
- (c) Licensee shall indemnify and defend, pay for and hold the Licensor harmless from and against any and all costs, losses, demands, liabilities and expenses resulting from Licensee's use of or access to the Licensed Premises and Common Areas, or from Licensee's breach of this License.

5. *Transfer or Sale of Licensor's Property.*

Licensor shall notify Licensee in advance as promptly as practicable of the proposed transfer or sale of all or any part of Licensor's Property.

6. *Notice.*

Any notice given by Licensor or Licensee with respect to the Licensed Premises, or to the occupancy thereof, shall be deemed duly served if (i) mailed by registered or certified mail, return receipt requested, postage prepaid, or (ii) sent by recognized overnight courier capable of

providing a written receipt, to Licensee at; National Grid 300 Erie Blvd West, Syracuse, NY, 13202, Attn: Scott Graham, Manager, Real Estate Asset Management, and if to Licensors at; Oswego County Airport, 40 Airport Drive, Fulton NY, 13069. Attention: Brandon Schwerdt - Airport Manager,

**7. *Surrender.***

Licensee shall, upon termination of this License, remove all Licensee's property from the Licensed Premises and restore the property to its original condition.

**8. *Entire Agreement; Modification; Section Headings.***

This License constitutes the entire agreement between the parties relating to the use of the Licensed Premises as described herein and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing, and understandings between the parties relating to the subject matter hereof, and is subject to no understandings, conditions, or representations other than those expressly stated herein. This License may only be amended or modified by a writing signed by the Licensors and the Licensee and which refers to this License. The section headings contained in this License are for reference and convenience only and in no way define or limit the scope and contents of this License or in any way affect its provisions.

**9. *Governing Law; Severability.***

This License and the enforcement thereof shall be governed by the laws of the State wherein the premises lie. If any provision of this License, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this License shall be deemed valid and enforceable to the fullest extent permitted by law.

**10. *Authority.***

Each party hereto hereby represents and warrants to the other party that (i) it has the power and authority to execute, deliver and perform its obligations under this License, and (ii) the person executing and delivering this License on behalf of such party is duly authorized to so execute and deliver this License.

**11. *Memorandum of License.***

Either party may record a Memorandum of License.

**12. *Operating Term.***

If the agreement is exercised, the parties agree to work together in good faith to coordinate the use of the Licensed Premises and minimize the impact on the Licensors' operations

**13. Counterparts.**

This License may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. An electronic signature sent by pdf or facsimile shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this License, or caused this License to be duly executed by their respective duly authorized representatives, as an instrument under seal as of the day and year first set forth above.

**LICENSOR:**

**COUNTY OF OSWEGO**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**LICENSEE:**

**NIAGARA MOHAWK POWER CORPORATION**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**THIS AGREEMENT WAS AUTHORIZED BY THE OSWEGO COUNTY  
LEGISLATURE AT A REGULAR MEETING HELD ON \_\_\_\_\_.**

**→ COUNTY CONTRACT APPROVED STAMP (by Office of the County Attorney)**

**RESOLUTION NO. 216**

**RESOLUTION AUTHORIZING THE CHAIRMAN  
TO EXECUTE UTILITY EASEMENT WITH NIAGARA MOHAWK POWER  
CORPORATION D/B/A NATIONAL GRID CONCERNING THE  
OSWEGO COUNTY OFFICE COMPLEX - BUNNER STREET**

By Legislator Stephen Walpole:

WHEREAS, National Grid is in the process of upgrading natural gas transmission lines within the City of Oswego to improve the reliability of natural gas service to businesses and residents alike; and

WHEREAS, the current natural gas line to the Oswego County Office Complex is scheduled to be retired by National Grid due to age and replaced with a new natural gas line in connection with the other adjacent transmission line upgrades; and

WHEREAS, this new natural gas line will improve the Oswego County Office Complex; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute the annexed easement in acceptable form to the County Attorney and related paperwork to effectuate filing thereof granting Niagara Mohawk d/b/a National Grid an easement to the hangar depicted on the attached map.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

## GRANT OF EASEMENT

THE COUNTY OF OSWEGO, a Municipal Corporation existing under and by virtue of the Laws of the State of New York, of 46 East Bridge Street, Oswego, New York 13126 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land")

**Section 1 – Description of the Easement.** The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gas distribution facilities including a line or lines of pipe, valves, fittings, handholes, manholes, conduit, vaults, housings, connectors, pedestals, closures, markers, cables, connections to aboveground facilities, braces, fittings, foundations, anchors, lateral service lines, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of natural and manufactured gas for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;
- b. From time to time, without further payment therefore, clear and keep cleared the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;
- c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Description of Grantor's Land.** The "Grantor's Land" is described in a certain Deed recorded in the Oswego County Clerk's Office on 03/09/1971 in Liber 731 of Deeds at Page 493 and consists of land described as being part of Tax Parcel No. 128.82-01-02.01 of the City of Oswego, County of Oswego, New York, commonly known as 74 Bunner Street.

**Section 3 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land 10 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled 14-20-29991510, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

**Section 5 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, \_\_\_\_\_ has hereunto set his/her hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE COUNTY OF OSWEGO**

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

State of New York                     )  
  )       ss:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



Janice Gaffney  
Right-of-Way Agent  
Right-of-Way and Survey Engineering

October 22, 2020

The County of Oswego  
Attn: Rick Doten  
111 East 11<sup>th</sup> Street  
Oswego, NY 13126

RE: Brunner St., City of Oswego, NY  
Tax Parcel ID# 128.82-01-02.01

WR# 29991510

Dear Mr. Doten:

Niagara Mohawk Power Corporation d/b/a National Grid needs to upgrade our facilities for safety and reliability purposes on and near your property.

In order to do this, National Grid plans to relocate a gas line on your property as shown on the attached Exhibit A. An easement needs to be executed in order for National Grid to perform this work.

Please review the enclosed easement document and exhibit and contact me by e-mail or phone to acknowledge that you have received this material, and to give me an opportunity to answer any questions you may have.

If the enclosed document is acceptable to you, please have the authorized representative sign the easement where indicated, in the presence of a Notary Public who should complete the Acknowledgement. Please return the **original** executed easement to me in the (postage paid) envelope provided.

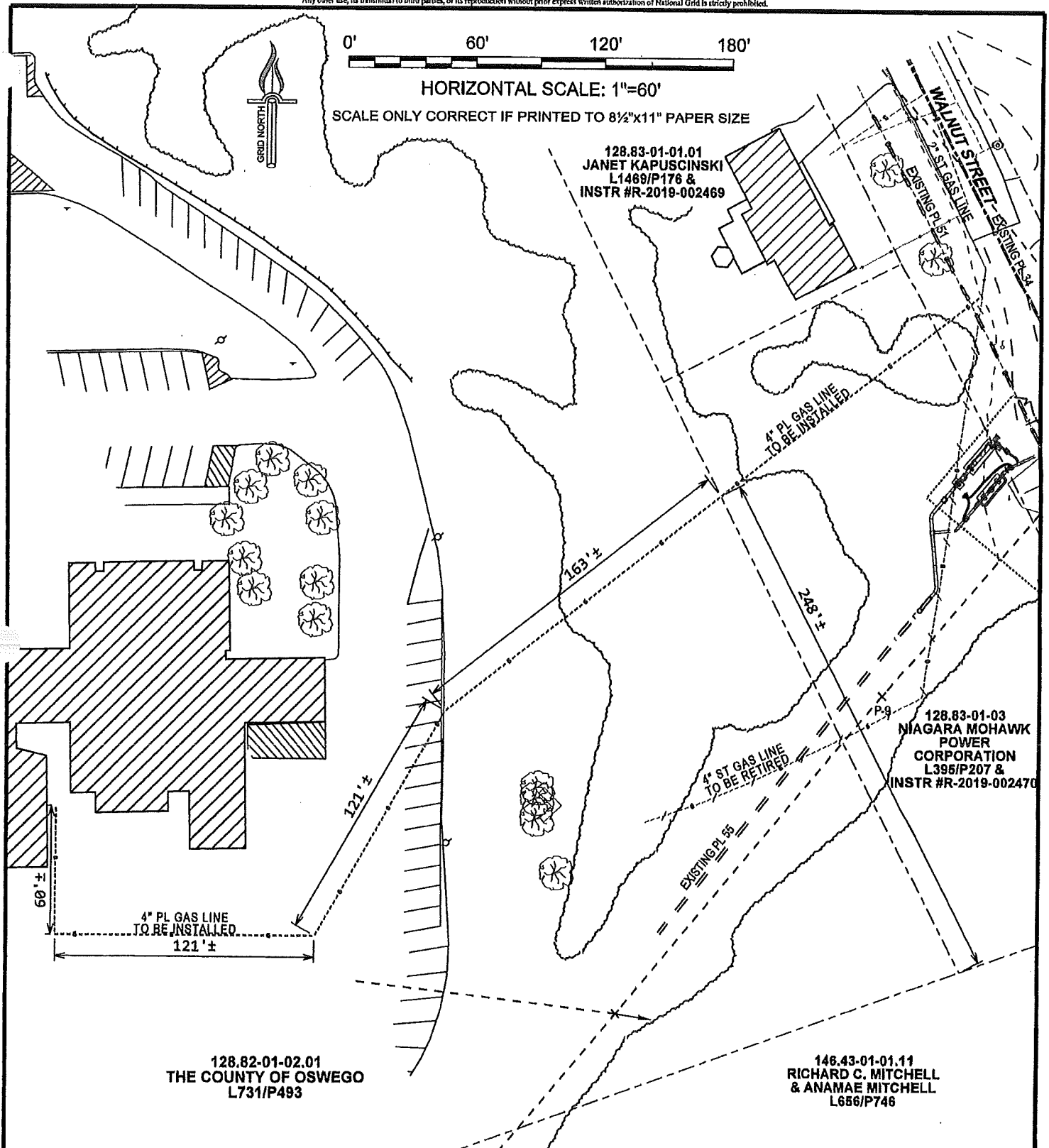
Thank you for your anticipated understanding and cooperation in this matter. I look forward to hearing from you.

Sincerely,

Janice Gaffney

Enclosures

CONFIDENTIALITY STATEMENT  
 This document contains confidential and proprietary information of Niagara Mohawk Power Corporation, d/b/a National Grid ("National Grid").  
 It is to be used by authorized contractors for National Grid solely in connection with the specific project for which it has been transmitted.  
 Any other use, its transmission to third parties, or its reproduction without prior express written authorization of National Grid is strictly prohibited.



PREPARED BY

**nationalgrid**

EXHIBIT "A" - SERVICE RELOCATION GSR - 4" SERV

EASEMENT TO BE OBTAINED FROM

THE COUNTY OF OSWEGO

74 BUNNER ST. - CITY OF OSWEGO - OSWEGO COUNTY, N.Y.

DES. CEC	DR. RWM	CK. MAD	DATE: 10/14/20	SCALE: 1"=60'
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REV. 2				INDEX: 13.2-02.1-M49
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REV. 1				NO. A-74498-C
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SURVEY PROJECT #5091

W.O. #10029991610

SHEET 1 OF 1

**RESOLUTION NO. 217**

**RESOLUTION TO TRANSFER FUNDS FROM  
INSURANCE RECOVERY FUND TO REPAIRS- BUILDING AND PROPERTY**

By Legislator Stephen Walpole:

WHEREAS, On October 20, 2020 the Airport received a check in the amount of 3,406.20 from New York Municipal Insurance Reciprocal for repairs to the Airport Perimeter Fence. 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 \$3,406.20 from account A1325.426800 (Insurance Recovery Fund) into account D5610.541200 (Repairs-Building and Property-Airport).

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25      NO: 0      ABSENT: 0      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 217 of 2020

D5610.541200  
A1325.426800

(\$3,406.20)  
\$3,406.20



**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 \$3,406.20 from account A1325.426800 (Insurance Recovery Fund) into account D5610.541200 (Repairs-Building and Property-Airport).

**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:** On October 04, 2020 the perimeter fence was damaged at the Airport by an airplane unable to stop before striking the fence. The damages were in the amount of \$3,406.20. A check for \$3,406.20 was received from New York Municipal Insurance Reciprocal for the repairs to the fence.

**RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee recommends the Oswego County Legislature authorize that \$3,406.20 be transferred from account A1325.426800 (Insurance Recovery) into account D5610.541200 (Repairs-Building and Property-Airport).

\_\_\_\_\_  
Date

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

## Revised 6/3/2019

**COMMITTEE SIGNATURES**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**RESOLUTION NO. 218**

**RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING  
RELATIVE TO PROPOSED COUNTY OF OSWEGO  
LOCAL LAW NO. 1 OF THE YEAR 2020, ENTITLED,  
A LOCAL LAW REPEALING LOCAL LAW NUMBER 4 OF 2017**

By Legislator Walpole:

UPON the recommendation of the Infrastructure and Facilities Committee of this body, be it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the proposed County of Oswego Local Law Number 1 of 2020, entitled "**A LOCAL LAW REPEALING LOCAL LAW NUMBER 4 OF 2017**" on the 10<sup>th</sup> day of December, 2020, at 7:00 o'clock, in the evening of said day at the Oswego County Legislative Chambers, County Office Building, 46 E. Bridge Street, Oswego, NY 13126, and be it further

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

**ADOPTED BY ROLL CALL VOTE ON NOVEMBER 12, 2020:**

**YES: 25      NO: 0      ABSENT: 0      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**COUNTY OF OSWEGO LOCAL LAW 1 OF THE YEAR 2020**  
**A LOCAL LAW REPEALING LOCAL LAW NUMBER 4 OF THE YEAR 2017**

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

1. Local Law Number 4 of the year 2017, entitled “**A Local Law Establishing the Department of Facilities and Technology for the County of Oswego**” be, and is hereby, **REPEALED** in its entirety.
2. This Local Law shall take effect immediately.

**RESOLUTION NO. 219**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MUNICIPAL  
SNOW AND ICE AGREEMENT BETWEEN  
THE COUNTY OF OSWEGO AND NEW YORK STATE**

By Legislator Stephen Walpole:

WHEREAS, the County of Oswego, pursuant to Section 12 of the Highway Law relating to control of snow and ice on state highways in towns and incorporated villages, has heretofore entered into an agreement with the State of New York for such purposes, and

WHEREEAS, the Agreement between the County of Oswego and New York State shall be for five years commencing July 1, 2020 to June 30, 2025

WHEREAS it would be in the best interests of the County of Oswego to accept this five-year Agreement with the mutual covenants and benefits between the parties.

NOW, on recommendation of the Infrastructure, Facilities and Technology Committee, the Finance and Personal Committee of this body, be it,

RESOLVED, that the County of Oswego hereby authorizes the acceptance of this Agreement with New York State.

RESOLVED, that the Highway Superintendent of the County of Oswego is hereby authorized and directed on behalf of the County of Oswego to execute and accept this Agreement, and be it further

RESOLVED, that the Clerk of the Legislature be, and hereby is, directed to submit six certified copies of this resolution to the Highway Superintendent of the County of Oswego.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



**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:** New York State Snow and Ice Agreement 2020 to 2025

**PURPOSE:** To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature authorize the County of Oswego Highway Department to accept the New York State Snow and Ice Agreement.

**SUMMARY:** The State of New York Department of Transportation is requesting that we accept the five-year Agreement for New York State Snow and Ice commencing July 1, 2020 and expiring June 30, 2025.

The past three (3) years average expenditures have been \$3,099,970. The three (3) years average times 5 (five) years expenditures equal \$15,499,852.

**RECOMMENDED:  
ACTION:** The Infrastructure, Facilities and Technology Committee recommends the County of Oswego Legislature accept the five-year New York State Snow and Ice Agreement for the years of 2020-2025

Contract #	Municipality	Region #
D014896	County of Oswego/Oswego County	3

## MUNICIPAL SNOW AND ICE AGREEMENT

**IMPORTANT: Please check ONLY ONE of the reimbursement options below:**

☒ Time and Materials (Conventional)      ☐ Fixed Lump Sum      ☐ Indexed Lump Sum

This Agreement made by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the Superintendent of  
Title

the County of Oswego (hereinafter referred to as "MUNICIPALITY") as follows:  
Town, Village, City or County      Municipality

WHEREAS, Pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the COMMISSIONER may deem to be necessary to provide reasonable passage and movement of vehicles over such highways, and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which for the purposes of said Section 12 shall include only a county, city, town or village, pursuant to an agreement entered into between the governing board or body of any such municipality and the COMMISSIONER; and

WHEREAS, The MUNICIPALITY is willing to perform the work of such control of snow and ice upon STATE highways according to the guidelines, policies and procedures deemed by the COMMISSIONER to be for the best interest of the public:

NOW, THEREFORE, In consideration of the mutual covenants and benefits between the parties hereto.

WITNESSETH:

1. The term of this Agreement shall be for five years commencing **July 1, 2020 and ending June 30, 2025**. At least one year prior to the expiration each five-year term the MUNICIPALITY shall notify the COMMISSIONER either (a) that it requests with the approval of the COMMISSIONER that the term of the Agreement be extended five years, or (b) that it intends not to extend the Agreement, in which case the Agreement shall expire at the end of the five-year term. The maximum contract life for this Agreement shall not exceed twenty years from the original contract date at which point a new contract will need to be executed. If the MUNICIPALITY fails to notify the COMMISSIONER as herein provided, it shall be deemed that the municipality intends not to extend the term of this Agreement.
2. The MUNICIPALITY and the STATE agree to the method of reimbursement selected above. Detailed descriptions of the reimbursement methods are outlined in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, as published on the NYSDOT website at the time of contract execution and are incorporated herein by reference. This document is located at: <https://www.dot.ny.gov/divisions/operating/oom/transportation-maintenance/snow-ice>
3. In the event that the COMMISSIONER shall deem the work of control of snow and ice performed by the MUNICIPALITY inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the COMMISSIONER may, by official order to be filed in the COMMISSIONER'S office and the Department of State, cancel the Agreement, and any payments herein provided by the STATE shall cease. Any such official order shall become effective at the expiration of five (5) days after the COMMISSIONER shall have mailed a certified copy thereof to the clerk or other official who performs duties of a clerk in such MUNICIPALITY. The COMMISSIONER shall thereupon perform the work in such manner as, in the COMMISSIONER'S judgment, shall be for the best interest of the public.

4. The MUNICIPALITY may enter into a contract with another municipality for the performance of the work of said control of snow and ice as a subcontractor of the MUNICIPALITY, provided that such MUNICIPALITY shall first obtain the consent therefor from the COMMISSIONER. The MUNICIPALITY, as an agent of the State in performing the function herein delegated to it by the State, shall clear such State highways of snow and ice as designated by the COMMISSIONER, to the extent that the COMMISSIONER may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the COMMISSIONER to be in the best interest of the public, such terms, guidelines, policies and procedures (a) having been submitted to and examined by the governing body of said MUNICIPALITY, prior to or simultaneously with the execution and delivery of this Agreement are hereby made part hereof, and (b) being subject to change or modification from time to time by the COMMISSIONER after consultation and negotiation with the municipality as the COMMISSIONER deems it necessary for the best interest of the public, it being understood by the parties hereto that notice of any such change or modification shall be mailed by the COMMISSIONER to the MUNICIPALITY and shall, according to the provisions hereof, be deemed to be thereupon accepted by the MUNICIPALITY and made a part hereof, except that in the event the MUNICIPALITY does not concur with the modification, the MUNICIPALITY may submit a letter of dispute to the COMMISSIONER within 10 business days after receipt of the notice, setting forth the reason for the non-concurrence. The COMMISSIONER shall then, within 10 business days, arrange for a meeting between representatives of the COMMISSIONER and the MUNICIPALITY to be held as soon as practicable to resolve the matter. In the event the matter cannot be resolved, the COMMISSIONER may unilaterally impose the modification, and the MUNICIPALITY shall comply. In that event, the MUNICIPALITY may, if it so elects, notify the COMMISSIONER that this Agreement is terminated, effective not less than one year after the date of receipt of the notice by the COMMISSIONER. The COMMISSIONER may, however, shorten this period to not less than 30 days, if the COMMISSIONER deems it in the public interest.
5. In the event that snow fence installation and removal is part of the agreement, the MUNICIPALITY shall obtain necessary permission from the landowners affected and shall erect snow fences at suitable locations on such highways where designated by the COMMISSIONER and shall also remove such snow fences pursuant to said guidelines, policies and procedures.
6. The MUNICIPALITY shall (a) designate and hereby does designate the Superintendent of Highways of the MUNICIPALITY as the representative of the MUNICIPALITY who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement, (b) provide the necessary machinery, tools, materials and equipment to perform the terms of this Agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment, and (d) furnish abrasives, chemicals or other similar materials at such locations as may be designated by the COMMISSIONER and in such quantities as may be necessary for the performance of this Agreement, to be applied in the manner and in such quantity as may be directed by the COMMISSIONER, provided, however, the COMMISSIONER with the concurrence of the municipality may furnish for use under this Agreement such snow fence, materials, chemicals and abrasives as he may deem desirable and in the best public interest, and he shall notify the MUNICIPALITY on or before August 1 of each year as to the kind and amount of such items as are to be furnished for the following winter season.
7. The COMMISSIONER shall furnish the MUNICIPALITY with a suitable map which shall delineate the State Highways within and in the vicinity of the boundaries of the MUNICIPALITY and shall show distinctively, the State Highways or parts thereof that are affected by this Agreement. For each year of the term of the Agreement, or for any extended term thereof, the maps shall be modified to show the changes, if any, to the State Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the COMMISSIONER and the MUNICIPALITY.
8. Whenever directed by the COMMISSIONER, the MUNICIPALITY shall include in the work delegated to be performed under this Agreement any bridges or highways that cross into an adjacent municipality or municipalities after consultation with the effected municipalities.
9. In consideration of the performance of the MUNICIPALITY, the STATE agrees to pay the MUNICIPALITY each year during the term of this agreement \$3,099,970 for 296 lane miles for each average season. This figure shall be known as the estimated expenditure. This estimated expenditure may be adjusted annually by the COMMISSIONER under this Agreement based upon demonstrated increases or decreases in the cost of performing the work or due to increases or decreases in lane miles on which work is performed. Such adjustments will require an Amendment to this Agreement. The total contract value for the term of this agreement is \$15,499,852. The COMMISSIONER, however, reserves the right to reduce the amount of the estimated expenditure set forth herein if the monies available to the Department for control of snow and ice are not sufficient to meet the anticipated expenditures for this program. In the event of such an occurrence, the COMMISSIONER shall notify the MUNICIPALITY, on or before November 1st of any year during the term of this Agreement for which such changed

estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to prevent over commitment of allocated funds. The COMMISSIONER may in his or her discretion restore in part or in whole the amount of the estimated expenditure taking into consideration the weather conditions experienced in the MUNICIPALITY and the amount of monies available for control of snow and ice.

10. **This section applies only to Fixed Lump Sum and Indexed Lump Sum Contracts:** The estimated expenditure may be updated under this contract based upon demonstrated increases or decreases in the cost of performing the work. The cost of the work is comprised of the following portions that have been agreed to by the STATE and MUNICIPALITY: Labor \_\_\_\_\_%, Materials \_\_\_\_\_% and Equipment \_\_\_\_\_. The approved modified increase or decrease in the estimated expenditure shall become effective upon written notification by the COMMISSIONER to the MUNICIPALITY and shall thereby be substituted in place of the above estimated expenditure and made part of this Agreement without further action. If the mileage of which work is performed by the MUNICIPALITY increases or decreases or the MUNICIPALITY or the state incurs other changes that impact the cost of performing the work, the amount of the estimated expenditure set forth herein may be adjusted by the COMMISSIONER after consultation/negotiation with the MUNICIPALITY in writing, on or before November 1<sup>st</sup> of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to accommodate the change.
11. The STATE shall indemnify and hold harmless the MUNICIPALITY for work performed hereunder to the extent permitted under Highway Law Section 12 (2-a).
12. The MUNICIPALITY specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
13. This Agreement and the attached Appendix A, Standard Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) shall bind the parties, their successors and assigns.
14. Below is a listing of all documents forming this agreement:
  - a. Agreement Form – this document titled "Municipal Snow and Ice Agreement"
  - b. Contract Adjustment Worksheet – shows the breakdown of the Estimated Expenditure
  - c. Appendix "A" – New York State Standard Clauses for New York State Contracts
  - d. Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)
  - e. Municipal Resolution – duly adopted Municipal resolution authorizing the appropriate Municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefore
  - f. Attachment Map – defining the municipality's work limits that satisfies the requirements in Section 7 of this Agreement

IN WITNESS WHEREOF, This Agreement has been executed by the STATE, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
Dated \_\_\_\_\_

\_\_\_\_\_  
Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:

COUNTY OF Oswego )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

\_\_\_\_\_  
Notary Public

<b>NYSDOT MUNICIPAL SNOW &amp; ICE CONTRACTS</b>	
<b>Estimated Expenditure Calculation/Adjustment Worksheet For Time &amp; Materials S&amp;I Agreements</b>	
<b>MUNICIPALITY :</b>	OSWEGO COUNTY
<b>CONTRACT #:</b>	D014896
<b>INITIAL CONTRACT PERIOD :</b>	7/1/2020 – 6/30/2025
<b>PREVIOUS CONTRACT INFORMATION BELOW: CONTRACT D014757</b>	
<b>2019/20 Actual Final</b>	\$2,704,209.31
<b>2018/19 Actual Final</b>	\$3,270,519.50
<b>2017/18 Actual Final</b>	\$3,325,182.25
<b>3-YEAR AVERAGE</b>	<b>\$3,099,970.35</b>
<b>Total NEW Base Contract Value (3-year average x 5)</b>	<b>\$15,499,851.75</b>
<b>Recommended By:</b>	
	<b>Transportation Maintenance Representative</b>

MAP SHOWING \_\_\_\_\_ OSWEGO COUNTY  
RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS  
OF \_\_\_\_\_ 2020/21 – 2024/25

CENTER LANE MILES	CONTRACT LANE MILES
	296



SIGNED \_\_\_\_\_

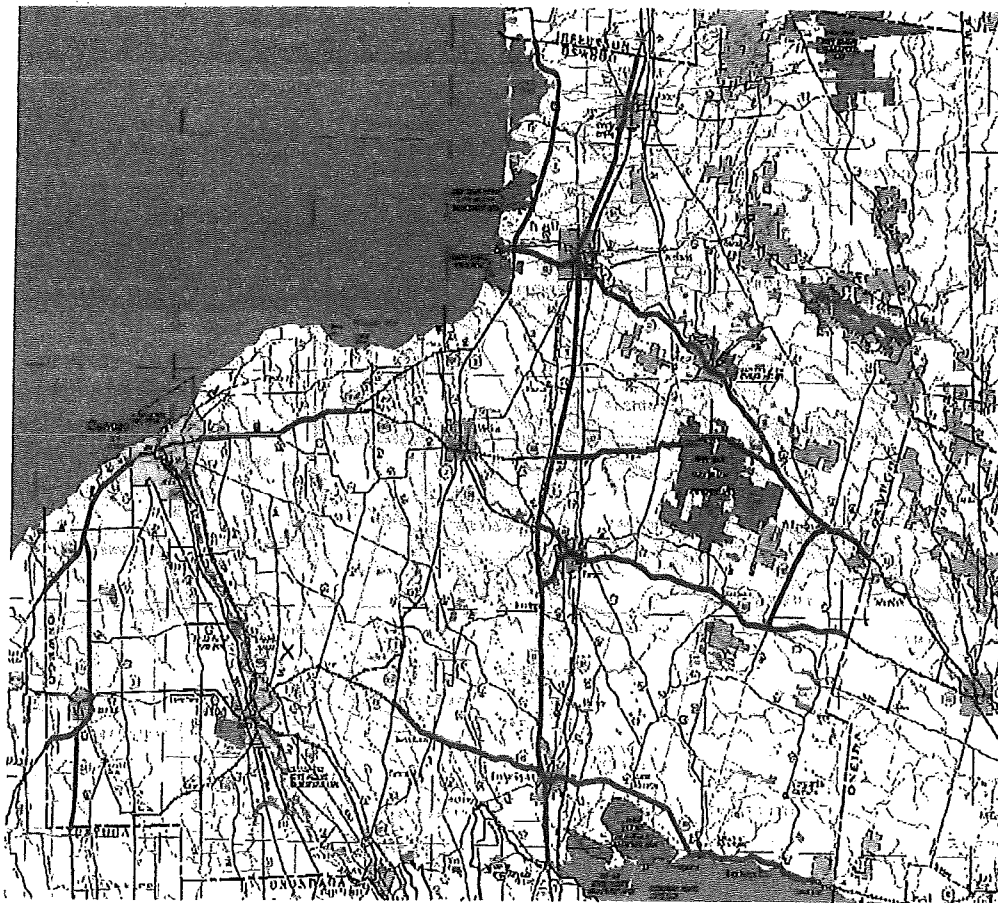
REGIONAL DIRECTOR OF OPERATIONS

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

FOR MUNICIPALITY

DATE \_\_\_\_\_



**RESOLUTION NO. 220**

**RESOLUTION TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND  
INTO HIGHWAY EXPENSES**

By Legislator Stephen Walpole:

WHEREAS, The Highway Department received a check in January of 2020 in the amount of \$2,420 for repairs to a county vehicle that was damaged in a motor vehicle accident on December 16, 2019. 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 \$2,420 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.545400 (Highway Expenses).

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25      NO: 0      ABSENT: 0      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 220 of 2020**

**DM5130.545400  
A1325.426800**

**(\$2,420.00)  
\$2,420.00**



**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 \$2,420 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.545400 (Highway Expenses)

**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 damaged in a motor vehicle accident on December 16, 2019, A check was received in January of 2020 in the amount of \$2,420 for the repair of this 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 \$2,420 be transferred from account A1325.426800 (Insurance Recovery) into account DM5130.545400 (Highway Expenses).

\_\_\_\_\_  
Date

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

## Revised 6/3/2019

**COMMITTEE SIGNATURES**

~~Activity 1~~  
~~passed 90~~  
~~or 2000~~  
~~Resolving~~

COUNTY TREASURER	DATE
------------------	------

PERSONNEL DIRECTOR	DATE
--------------------	------

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

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

**RESOLUTION NO. 221**

**RESOLUTION TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND  
INTO HIGHWAY EXPENSES-HIGHWAY**

By Legislator Stephen Walpole:

WHEREAS, on October 15, 2020 the Highway Department received a check in the amount of \$1,159 from Progressive Insurance for repairs to a guiderail that was damaged due to a MVA. 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 \$1,159 from account A1325.426800 (Insurance Recovery Fund) into account D5110.545400 (Highway Expenses-Highway).

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 221 of 2020

D5110.545400  
A1325.426800

(\$1,159.00)  
\$1,159.00

## Revised 6/3/2019

**COMMITTEE SIGNATURES**

**COUNTY TREASURER**

PERSONNEL DIRECTOR	DATE
--------------------	------

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

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

**RESOLUTION NO. 222**

**RESOLUTION AUTHORIZING INCREASING THE REVENUE FOR SALE OF  
SAND**

By Legislator Stephen Walpole:

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

RESOLVED, that Oswego County has entered into inter-municipal agreements with Towns and Villages for the sale of sand. The 2020 Highway Budget has a revenue line for the sale of sand (D5142.426550) of \$40,000.

RESOLVED, that line D5142.426550 be increased to \$125,000.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



**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 increase D5142.426550 – Sale of Sand to towns and villages to \$125,000.

**PURPOSE:** To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature approve a budget modification.

**SUMMARY:** Oswego County has entered into inter-municipal agreements with Towns and Villages for the sale of sand. The 2020 Highway Budget has a revenue line for the sale of sand (D5142.426550) of \$40,000.

**RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee recommends the Oswego County Legislature authorize the increase of line D5142.426550 to \$125,000.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kurt P. Ospelt

**RESOLUTION NO. 223**

**RESOLUTION AUTHORIZING EXPENDITURE FROM UNAPPROPRIATED  
FUND BALANCE – HIGHWAY EQUIPMENT**

By Legislator Stephen Walpole:

WHEREAS, the Highway Department has identified the need to purchase several pieces of equipment.

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$1,310,449 from the Unappropriated Fund Balance – General (A.159900) into Highway & Street Equipment (D5112.524000) and that the following project is hereby authorized for the maximum expenditure as indicated. The amount of \$1,310,449 will be reimbursed from CHIPS.

**Highway Equipment**

**Total Authorization**

Highway Equipment – 2020

\$1,310,449

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 223 of 2020

A159900

(\$1,310,449.00)

D5112.524000

\$1,310.449.00



**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:** Highway Equipment - 2020

**PURPOSE:** To recommend that the Infrastructure, Facilities & Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature authorize the purchase of this highway equipment.

**SUMMARY:** Attached is the Highway Departments 2020 Equipment Request taken from the 2017-2021 Highway Equipment Purchase Plan. The Highway Department is seeking a total of \$1,310,449 from account A.159900 (Unappropriated Fund Balance) to D5112.524000 (Highway & Street Equipment).

The \$1,310,449 will be reimbursed from CHIPS and will be put back into A.159900 (Unappropriated Fund Balance).

**RECOMMENDED  
ACTION:**

The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the \$1,310,449 for the purchase of equipment.

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Date

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Kurt P. Ospelt

5 yr. Highway Equipment Purchase Plan 2017 - 2021				

2020 B Equipment Request									
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Oswego County Highway Department

Oswego County Highway Department				
Quantity	Description	Estimate Cost	Estimate Total Cost	
1	Paver	\$425,000.00	\$425,000.00	
1	Snowplow	\$168,715.00	\$168,715.00	
1	Plow Equipment	\$38,000.00	\$38,000.00	
2	Tree Truck	\$175,997.00	\$351,994.00	
2	Roller DD	\$163,370.00	\$326,740.00	
			\$1,310,449.00	

[illegible]

Oswego County Highway Department

[illegible]

**COUNTY OF OSWEGO**

**TOTAL AMOUNT**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**RESOLUTION NO. 224**

**RESOLUTION ESTABLISHING DATE FOR RE-LEVY OF 2020/2021 UNPAID  
SCHOOL TAXES**

By Legislator John Martino:

WHEREAS, state law provides that the unpaid school taxes in the central school districts shall ultimately be finalized and certified to the County Treasurer, in each fiscal year, and

WHEREAS, subsequently, taxpayers have an opportunity to pay said school taxes directly to the County Treasurer, and

WHEREAS, the unpaid school taxes are ultimately added to the ensuing fiscal year on the county tax bill, and

WHEREAS, in order to adequately complete the county budget and collection process and print the tax bills, it is necessary that this legislature establish a final date for the collection of said taxes during the fiscal year in which they are returned.

NOW, on recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that the County Legislature hereby determines and directs the re-levy of all 2020/2021 school taxes, for central school districts, certified to the County Treasurer as unpaid and not paid as of November 30, 2020, and establishes November 30, 2020 as the date for re-levy of said school taxes.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25      NO: 0      ABSENT: 0      ABSTAIN: 0**

**RESOLUTION NO. 225**

**RESOLUTION ESTABLISHING DATE FOR RE-LEVY OF 2020 UNPAID  
VILLAGE TAXES**

By Legislator John Martino:

WHEREAS, the Oswego County Legislature has heretofore authorized the Oswego County Treasurer to collect the delinquent taxes for all the incorporated villages in the County of Oswego, pursuant to Article 14 of the Real Property Tax Law, and

WHEREAS, the Real Property Tax Law provides that the unpaid village taxes shall ultimately be finalized and certified to the County Treasurer, in each fiscal year, and

WHEREAS, subsequently, taxpayers have an opportunity to pay said village taxes directly to the County Treasurer, and

WHEREAS, the unpaid village taxes are ultimately added to the ensuing fiscal year on the county tax bill, and

WHEREAS, in order to adequately complete the county budget and collection process and print the tax bills, it is necessary that this legislature establish a final date for the collection of said taxes during the fiscal year in which they are returned.

NOW, on recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that the County Legislature hereby determines and directs the re-levy of all 2020 village taxes, for all villages in Oswego County, certified to the County Treasurer as unpaid and not paid as of November 30, 2020, and establishes November 30, 2020 as the date for re-levy of said village taxes.

**ADOPTED BY CONSENT VOTE ON NOVEMBER 12, 2020:**

**YES: 25    NO: 0    ABSENT: 0    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE