

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
APRIL 15, 2021**

OSWEGO COUNTY LEGISLATURE

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RESOLUTION NO. 061

**RESOLUTION APPOINTING MEMBERS TO THE OSWEGO COUNTY FIRE
ADVISORY BOARD FOR 2021**

By Legislator Terry Wilbur:

WHEREAS, THE Members' Terms on the Fire Advisory Board have expired.

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

RESOLVED, that the following named individuals be, and they hereby are appointed to the Fire Advisory Board for a term to expire January 31, 2022.

OSWEGO COUNTY LEGISLATURE

	Shane Laws Justin Herrington Izzy Vosseler Robert Lighthall	Cause & Origin Team, Chairman Chief's Assoc., President Firefighter's Assoc., President Fire Police Assoc., President
District I	Shane Laws Randy Griffin	Fulton Oswego
District II	David Okoniewski Barry Pritchard	Granby Oswego Town
District III	OPEN Russ Boughton	West Monroe
District IV	Peter Solinsky OPEN	Williamstown Parish
District V	Frank Dixon Nick Marshall	Sandy Creek Orwell
District VI	Robert Loomis Curtis Fischer	Palermo New Haven

And be it further,

RESOLVED, that the Oswego County Fire Coordinator shall serve as an ex-officio member to the Fire Advisory Board.

ARTICLE I
ORGANIZATION

The name of this Organization shall be known as the Oswego County Fire Advisory Board. The Fire Advisory Board shall be comprised of members selected from the Districts that incorporate the thirty-two (32) Fire Departments/Companies in Oswego County.

ARTICLE II
MEMBERSHIP

The number of members in this organization shall be fixed from time to time by and in the manner provided in the by-laws and may be increased or decreased as therein provided, but the number shall consist of not less than five (5) nor more than twenty-one (21) members (in accordance with Section 225-A of the County Law), representing all the designated Districts, to be appointed for a three (3) year term with the approval on a yearly basis by the Oswego County Legislature. The Fire Advisory Board will also include members comprised of the acting President of the Association, the acting Chairman of the Cause and Origin Team and the acting President of the Fire Police Association. Additionally, the Oswego County Fire Coordinator will act as an ex-officio. Any potential candidate interested in becoming a Fire Advisory Board member shall send a resume to the Fire Advisory Board in care of the Secretary. Selection of a potential Fire Advisory Board member will be through an interview process before a committee appointed by the Chairman of the Fire Advisory Board.

The following are the designated districts:

<u>DISTRICT I</u>	Cities of Fulton and Oswego
<u>DISTRICT II</u>	Hannibal, Granby, Cody, Phoenix, Oswego Town, Volney, Pennellville
<u>DISTRICT III</u>	Central Square, West Monroe, Constantia, Cleveland, Caughdenoy, Brewerton, Hastings
<u>DISTRICT IV</u>	Altmar, Parish, Williamstown, Redfield, West Amboy
<u>DISTRICT V</u>	Orwell, Sandy Creek, Lacona, Pulaski, Richland
<u>DISTRICT VI</u>	Mexico, New Haven, Novelis, Minetto, Palermo, Scriba

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

RESOLUTION NO. 062

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION
WITHIN THE SHERIFF'S OFFICE**

By Legislator Terry Wilbur:

WHEREAS, in order to better reflect the duties and responsibilities required of the personnel who assist the Sheriff in leading staff and operations within the Sheriff's Department; and

WHEREAS, Position #311008921 is currently classified as a Patrol Officer, and

WHEREAS, proposed the position to be a Patrol Officer-Sergeant, and

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

RESOLVED, that Position # 31108921 Patrol Officer, Grade 5 in the Oswego County Deputies Association Bargaining Unit be reclassified to a Patrol Officer-Sergeant, Grade 7.

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE



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

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

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

DONALD R. HILTON
SHERIFF



JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



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

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

39 Churchill Road, Oswego, New York 13126-6613

INFORMATIONAL MEMORANDUM

Subject: Request for authorization to modify the Sheriff's Department budget to reclassify a Patrol Officer position to a Patrol Officer-Sergeant position.

Purpose: Due to increased need for a supervisory position to oversee, instruct and supervise subordinates along with carry out complex oral and written instructions following a continued absence in a supervisor line.

Summary: The Sheriff's Office is looking to reclassify a Patrol Officer position to a Patrol Officer-Sergeant position enabling the Sheriff's Office to put a Sergeant in charge of a platoon as opposed to a Patrol Officer (OIC).

Recommended Action: To authorize the proposed modification of the Sheriff's Office budget to reclassify a Patrol Officer position to a Patrol Officer-Sergeant position.

Fiscal Impact: The fiscal impact would be \$6377 per year although it will be offset due to the supervising Patrol Officer receiving OIC pay per the Oswego County Sheriff's Association contract.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Sheriff's

DIVISION/UNIT (NUMBER): 3110

A. NEW POSITION REQUEST

1. Position Title Requested: _____

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

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

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

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

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: Patrol Officer 2. Position #: 311008921

3. Present Salary/Hourly Rate: \$29.62 Grade: 5

4. Requested Title: Patrol Officer-Sergeant

5. Requested Salary: _____

a. Bargaining Unit: 3000 Hourly Rate: \$32.80 Grade: 7

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

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *This position requires responsibility for directing the operation of the Sheriff's Office on an assigned shift according to established policies and procedures. Essential nature of work, degree of difficulty and responsibility.*

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

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 Sheriff's	DIVISION, UNIT, OR WORK SECTION Road	LOCATION OF POSITION 3110
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: <i>Patrol Officer-Sergeant</i>		
PERCENT OF WORK TIME		
10	<i>Directs the activities of patrol officers in carrying out a variety of assignments.</i>	
10	<i>Cooperates with other law enforcement agencies in the County.</i>	
10	<i>Supervises and operates telephones, radio, computer, breath testing, radar and other misc. equipment.</i>	
10	<i>Enforces all departmental rules and regulations pertaining to employees being supervised.</i>	
10	<i>Reviews and processes complaints and assigns subordinates to conduct investigations.</i>	
10	<i>Supervises investigations of accidents and fatalities.</i>	
10	<i>Completes written reports as required.</i>	
10	<i>Reviews written reports submitted by police officers.</i>	
10	<i>Receives and transmits department messages.</i>	
10	<i>If assigned will supervise a Speed and D.W.I. Task Force.</i>	
(Attach additional sheets if more space is needed)		

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

NAME	TITLE	TYPE OF SUPERVISION
Brian Wills	Lieutenant	Direct
John Toomey	Undersheriff	In-Direct

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

NAME	TITLE	TYPE OF SUPERVISION
Robert Lawton	Patrol Officer	Direct
Corey Whitney	Patrol Officer	Direct
Joseph Fassano	Patrol Officer	Direct

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
Joseph Taylor	Patrol Officer-Sgt.	Road
Mark Walton	Patrol Officer-Sgt	Road
Timothy Brown	Patrol Officer-Sgt	Road

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

Education: ☒ High School _____ years

☐ College _____ years, with specialization in _____

☐ Other _____ years, with specialization in _____

Experience (list amount and type): *Three years paid experience as a police officer involving investigation and/or the apprehension of law violators.*

Essential knowledge, skills and abilities: *The promotion of any police officer to a first-line supervisory position, shall not become permanent unless such police officer has successfully completed an approved course in police supervision as prescribed by the municipal police training council within one year of the appointment.*

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 3/26/21

Title: Sheriff

Signature:

Donald R. Hillon

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:

7/23/19

(page 4 of 4)

POSITION CLASS TITLE: PATROL OFFICER - SERGEANT

JURISDICTIONAL CLASS: Competitive

CIVIL DIVISION: County

AUTHORIZATION: Oswego County Personnel Officer
May 1982 (Revised 7/00, 3/03, 2/13)

POSITION CLASS DEFINITION:

Essential nature of work, degree of difficulty and responsibility.

Performs supervisory duties in overseeing activities of Patrol Officers; does related work as required.

The position requires responsibility for directing the operation of the Sheriff's Department on an assigned shift according to established policies and procedures. Incumbents may be assigned within the department to oversee operations in the administrative, training, special enforcement, civil, or road patrol unit.

The work is performed under the general supervision of a higher-ranking officer with considerable leeway for independent action in carrying out the details of the work. Supervision is exercised over Patrol Officers.

PRIMARY WORK ACTIVITIES:

Typical activities characteristic of the class.

- Directs the activities of patrol officers in carrying out a variety of assignments;
- Cooperates with other law enforcement agencies in the County;
- Supervises and operates telephones, radio, computer, breath testing, radar and other miscellaneous equipment;
- Enforces all departmental rules and regulations pertaining to employees being supervised;
- Conducts special investigations of crimes;
- Reviews and processes complaints and assigns subordinates to conduct investigations;
- Supervises investigations of accidents and fatalities;
- Supervises the maintenance and inventory of patrol vehicles;
- Completes written reports as required;
- Prepares and conducts in-service training as directed by the Sheriff;
- If assigned will act as eJustice Coordinator for the department;
- If assigned will supervise the Marine and Snowmobile division, including enforcement of Navigation Laws and Search and Rescue;
- If assigned will supervise warrant management and/or deposition subpoena tracking systems;
- If assigned will oversee ammunition supply and weapon maintenance, inventory control, and gasoline supply;
- If assigned will supervise employees in the operation of department garage;
- If assigned will schedule assignments to insure proper coverage;
- Reviews written reports submitted by police officers.
- Maintains daily logs.
- Receives and transmits department messages;
- If assigned will supervise a Speed and D.W.I. Task Force.

PATROL OFFICER - SERGEANT (0220)

KNOWLEDGE, SKILLS AND ABILITIES:

Summary of full performance level characteristics.

GOOD KNOWLEDGE OF: New York State Penal Law, Code of Criminal Procedure, Vehicle and Traffic Law and Local Laws; first aid methods;

ABILITY TO: Instruct and supervise subordinates; carry out complex oral and written instructions; prepare written reports; deal effectively with others; drive an automobile.

Resourcefulness and sound judgement, skill in the use of firearms, good powers of observation and memory; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Education, specialized background, training and experience.

Graduation from high school or possession of an equivalency diploma and three (3) years of paid experience as a police officer * involving investigation and/or the apprehension of law violators.

*... "police officer" means a member of the regional state park police, or a police force, police department, or other organization of a county, city, town, village, housing authority, transit authority or police district, who is responsible for the prevention and detection of crime and the enforcement of the general criminal laws of the state. (Section 58.3 CSL)

NOTE: Notwithstanding the provisions of any other section of law, general, special or local, in political subdivisions maintaining a police department serving a population of one hundred fifty thousand or less, no person shall be eligible for appointment nor shall he or she be appointed to any rank above the rank of police officer unless he or she has been appointed a police officer from an eligible list established according to merit and fitness as provided by section six of article five of the constitution of the state of New York or has previously served as a member of the New York State Police. (Section 58.1-b CSL)

SPECIAL REQUIREMENT(S):

The promotion of any police officer to a first-line supervisory position, shall not become permanent unless such police officer has successfully completed an approved course in police supervision as prescribed by the municipal police training council within one (1) year of the appointment. (Section 209-q GML)

Possession of a valid NYS driver's license.

REQUIRED CERTIFICATION/LICENSE:

Established by statute, rule or regulation governing position.

RESOLUTION NO. 063

**RESOLUTION AUTHORIZING THE CREATION OF ONE POSITION AND
DELETION OF ONE POSITION IN E911 DEPARTMENT**

By Legislator Terry Wilbur:

WHEREAS, in order to better reflect the duties and responsibilities required of the personnel who assist the Director in managing the telecommunicator staff within the E911 Department, and

WHEREAS, the position has been reviewed by the Director of Human Resources with a recommendation to create the position of 911 Dispatch Coordinator to effectively support the Telecommunicator personnel within the department, and

WHEREAS, the 911 Operations Coordinator position (#302081101) will be deleted.

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

RESOLVED, that position #302081101, Grade SG40 in the County of Oswego Professional Association be deleted and 911 Dispatch Coordinator, Grade SG40, in the County of Oswego Professional Association be created, and be it further

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0



Kevin B. Pooley
Director

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

315-
Fax 315-349-8500

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

Informational Memo

911 Operations Coordinator/911 Dispatch Coordinator
3/25/2021

On February 26th 2021 Paul VanDyke the 911 Operations Coordinator retired. The Operations Coordinator position has been an essential position to the operation of the department. The position has served as technical liaison, middle management, outreach liaison to end user agencies, and assistant to the 911 Director. Upon the retirement, the 911 Director has reviewed the job duties for the position and has decided there is a need to modify the position.

The 911 Operations Coordinator position was designed to oversee and help manage all operations and technology of the E911 Department. With the increased reliance on technology the Legislature approved the Communications Technician and Communications Coordinator positions to manage the technology aspects of the department. With those changes the needs for the department have shifted and the Director does not feel that the Operations Coordinator position continues to meet the needs. The department needs a position that will give the Telecommunicator staff more direct support.

The Director has been in contact with other 911 Centers around the region and has identified a revised list of job duties that would fit the needs of the department better than the Operations Coordinator position. He is requesting to delete the 911 Operations Coordinator position and create a 911 Dispatch Coordinator position. The main difference is that the Dispatch Coordinator would focus more on personnel, policies and procedures, and the Telecommunicator staff would report directly to the Dispatch Coordinator. Currently 12 positions report directly to the Director and this new model would remove 4 of those direct reports and allow more direct interaction of Telecommunicator staff with their manager. The duties and responsibilities are detailed in the new position request form and job specification. This restructure will allow more dedicated time for assisting staff with efficiencies, following up on complaints, following up on positive feedback, and working with the Quality team to create and update policies and procedures.

The 911 Operations Coordinator position was budgeted at \$64,441 for 2021. The 911 Dispatch Coordinator position is requested to be created at the same grade as the 911 Operations Coordinator SG40. With the vacancy savings and expected reduction in longevity the position is expected to show an estimated \$16,000 of savings to the 2021 E911 budget. Thank you for your consideration and time.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: E911

DIVISION/UNIT (NUMBER):

A. NEW POSITION REQUEST

1. Position Title Requested: 911 Dispatch Coordinator

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

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

b. Management or OCPA – Salary Requested: \$53,722 Grade: SG40

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

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

This is a replacement of the 911 Operations Coordinator position. This restrucutres the previous position to address the personnel management and other supervisory needs left

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

B. RECLASSIFICATION REQUEST

1. Present Title:

2. Position #:

3. Present Salary/Hourly Rate:

Grade:

4. Requested Title:

5. Requested Salary: _____

a. Bargaining Unit: _____ Hourly Rate: _____ Grade: _____

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

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

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

C. POSITION DELETION

1. Title to be Deleted: 911 Operations Coordinator

2. Position # 302081101

3. Salary Savings: \$54,500

4. Reason for Deletion:

Redistribution of duties and creation of Dispatch Coordinator position.

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

**OSWEGO COUNTY HUMAN RESOURCES
DEPARTMENT**

NEW POSITION DUTIES STATEMENT

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

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE E911	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION PSC
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: <i>911 Dispatch Coordinator</i>		
PERCENT OF WORK TIME		
30	<i>Supervises and Directs Supervising Telecommunicators, Senior Telecommunicators, and Telecommunicators.</i>	
20	<i>Oversees the maintenance, security and upgrade of the 911 equipment and computer systems</i>	
10	<i>Reviews and records complaints concerning staff activities and takes appropriate action</i>	
5	<i>Coordinates with Supervising Telecommunicators and/or Senior Telecommunicators to ensure adequate staffing levels, manage employee leave requests, and authorize overtime</i>	
10	<i>Evaluates and supervises shift operations and makes recommendations to improve efficiencies and ensure compliance with department policies, procedures, rules and regulations</i>	
10	<i>Assists in developing or revising emergency communication policies</i>	
5	<i>Performs the duties and tasks of Telecommunicator, Senior Telecommunicator, or Supervising Telecommunicator</i>	
5	<i>Maintains records and prepares reports of activities</i>	
5	<i>Assists in the processing of complaints and/or requests for information, conducts internal investigation, and authorizes transmission of information to various departments and outside agencies</i>	
	(Attach additional sheets if more space is needed)	

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

NAME	TITLE	TYPE OF SUPERVISION
Kevin Pooley	Director of Emergency Communications	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
All dispatch staff	Supervising, Senior, & Telecommunicators	Direct

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

NAME	TITLE	LOCATION OF POSITION

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

Education: ☒ High School 4 years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type): *six (6) years of experience in an emergency services organization including or supplemented by three (3) years of experience supervising subordinate staff*

Essential knowledge, skills and abilities: *See job spec.*

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 3/25/2021

Title: Director of Emergency Communications

Signature: Kevin B. Pooley

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

PART-TIME/TEMPORARY BUDGET REQUEST FORM

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

PART-TIME/TEMPORARY BUDGET REQUEST FORM

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

OTHER HOURS BUDGET REQUEST FORM

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

RESOLUTION NO. 064

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

By Legislator Terry Wilbur:

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

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

WHEREAS the Oswego County ATV Club, Inc. has 2000 members and wishes to donate to the Oswego County Sheriff's Office to promote ATV safety and enforcement of laws pertaining to the use of ATVs by way of enhanced patrols along public roadways and county-owned trails; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon the recommendation of the Public Safety Committee with approval of the Finance and Personnel Committee of this body, it is hereby,

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 064 of 2021

A3110 427700

(\$1,000.00)

A3100 511000

\$1,000.00



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

OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON
SHERIFF



JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



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

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

39 Churchill Road, Oswego, New York 13126-6613

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification Request

DATE: April 1, 2021

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

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

RECOMMENDED

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

COUNTY OF OSWEGO

COMMITTEE SIGNATURES **DATE**

COMMITTEE SIGNATURES

1. $\frac{1}{2}$ of 100 = 50
 2. $\frac{1}{4}$ of 100 = 25
 3. $\frac{1}{8}$ of 100 = 12.5
 4. $\frac{1}{16}$ of 100 = 6.25
 5. $\frac{1}{32}$ of 100 = 3.125
 6. $\frac{1}{64}$ of 100 = 1.5625
 7. $\frac{1}{128}$ of 100 = 0.78125
 8. $\frac{1}{256}$ of 100 = 0.390625
 9. $\frac{1}{512}$ of 100 = 0.1953125
 10. $\frac{1}{1024}$ of 100 = 0.09765625
 11. $\frac{1}{2048}$ of 100 = 0.048828125
 12. $\frac{1}{4096}$ of 100 = 0.0244140625
 13. $\frac{1}{8192}$ of 100 = 0.01220703125
 14. $\frac{1}{16384}$ of 100 = 0.006103515625
 15. $\frac{1}{32768}$ of 100 = 0.0030517578125
 16. $\frac{1}{65536}$ of 100 = 0.00152587890625
 17. $\frac{1}{131072}$ of 100 = 0.000762939453125
 18. $\frac{1}{262144}$ of 100 = 0.0003814697265625
 19. $\frac{1}{524288}$ of 100 = 0.00019073486328125
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 23. $\frac{1}{8388608}$ of 100 = 1.1920928955078125e-05
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 25. $\frac{1}{33554432}$ of 100 = 2.98023223876953125e-06
 26. $\frac{1}{67108864}$ of 100 = 1.4901161193847656e-06
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 72. $\frac{1}{4722366482869645213696}$ of 100 = 2.11758236813575e-20
 73. $\frac{1}{9444732965739290427392}$ of 100 = 1.058791184067875e-20
 74. $\frac{1}{18889465931478580854784}$ of 100 = 5.293955920339375e-21
 75. $\frac{1}{37778931862957161709568}$ of 100 = 2.646977960169

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 065

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOCIAL SERVICES
TO ACCEPT FEDERAL TRADE ACT FUNDING**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 065 of 2021

CD6292 447910
CD6292 549400
CD6292 549500

(\$3,251.44)
\$334.44
\$2,917.00



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

TO: Human Services Committee, Oswego County Legislature

FROM: Stacy Alvord, MSW, Commissioner

DATE: March 15, 2021

SUBJECT: Budget Modification – Employment & Training Budget

PURPOSE: To amend the Employment & Training budget to accept an additional \$3,251.44 in Trade Act Funding to provide Employment and Training services to Dislocated Workers impacted by the United States Free Trade Agreements.

SUMMARY: The New York State Department of Labor makes Trade Act funding available to workers who have been displaced from employment due to the free trade agreements. This funding is to be used to cover the cost of re-training for these workers, along with related training expenses.

This funding will enable the local area to provide Trade Act certified dislocated workers with assistance with tuition and related expenses and/or on-the-job training to assist these individuals to retrain for new employment.

The Department respectfully requests acceptance of this funding. The attached budget modification reflects this request. These are 100% federal funds. There is no local share.

RECOMMENDED ACTION: The Social Services Department recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize the Department of Social Services to accept this funding with **no local share**.

3/15/2021
2021 Budget

COMMITTEE SIGNATURES	DATE
James Chung	
Passed by 4/13/21	

COUNTY TREASURER	DATE
HUMAN RESOURCES DIRECTOR	DATE 3/4/52
COUNTY ADMINISTRATOR	DATE 3/15/2021
DEPARTMENT HEAD	DATE

RESOLUTION NO. 066

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOCIAL SERVICES
TO ACCEPT NYS OFFICE OF MENTAL HEALTH RESTORED STATE AID**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 066 of 2021

A4310 434900 MHCON

(\$201,622.00)

A4310 545500 MHCON

\$201,622.00



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

TO: Human Services Committee, Oswego County Legislature

FROM: Stacy Alvord, MSW, Commissioner

DATE: March 15, 2021

SUBJECT: Mental Hygiene Division budget modification to accept and expend restored State Aid from NYS Office of Mental Health (OMH).

PURPOSE: To recommend the approval of a pass-through budget modification to increase State revenue and corresponding contract expense lines.

SUMMARY: NYS OMH has restored the 20% Withhold implemented for Q3-Q4 2020 as per NYS OMH State Aid Letter dated 2/25/2021. NYS OMH is allowing a two-year claim period for use of 2020 allocated funds. Restored revenue is being received into the 2021 budget.

The Division respectfully requests to increase 2021 OMH revenue and expense lines, in the amount of \$201,622. The modification will allow the Division to accept and expend funds exceeding the current budgeted amounts.

All funding is 100% NYS OMH funding. **There is no local share.**

RECOMMENDED ACTION: The Mental Hygiene division recommends the Human Services Committee; Finance and Personnel Committee and the Oswego County Legislature approve the attached budget modification.

2021 BUDGET
3/15/2021

COMMITTEE SIGNATURES

DATE

DEPARTMENT HEAD _____ DATE _____

RESOLUTION NO. 067

RESOLUTION APPOINTING COMMISSIONER OF SOCIAL SERVICES

By Legislator Roy Reehil:

WHEREAS, New York State Social Services Law sets the term of office for Commissioner of Social Services, and the term of the current incumbent expires this month, and

WHEREAS, the incumbent, Stacy Alvord, MSW is both willing and qualified to serve as Commissioner of Social Services for the County of Oswego;

NOW, on recommendation of the County Administrator and the Human Services Committee; be it

RESOLVED, that Stacy Alvord, MSW be, and hereby is, appointed Commissioner of Social Services for the County of Oswego, commencing April 15, 2021 for a term as set forth in the New York State Social Services Law, to expire April 15, 2026.

RESOLVED, that the salary and benefits for the Commissioner of Social Services shall be in accordance with the Management Compensation Plan.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 068

**A RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 0121- CO.25 CAMP
HOLLIS SHORELINE STABILIZATION REDI**

By Legislator Roy Reehil:

WHEREAS, Camp Hollis is located in the Town of Oswego on Health Camp Road,
in Oswego County, New York needs shoreline erosion repaired; and

WHEREAS, this project is necessary address shoreline erosion against the camp
property to prevent further erosion from the northwest winds of the lake and heavy wave
exposure; and

WHEREAS, the estimated cost of the project is \$500,000.00 and the County of
Oswego has been awarded a New York State Resiliency and Economic Development
Initiative grant of \$500,000.00 to fund 95% of the project with a 5% local match; and

NOW, THEREFORE, Upon, recommendation of the Human Services Committee of
this Legislature, with the approval of the Finance and Personnel Committee: it is hereby

RESOLVED, that the Treasurer is hereby authorized to execute the attached budget
modification establishing Capital Project 0121-CO.25 Camp Hollis Shoreline Stabilization
REDI for the maximum expenditure as indicated.

Capital Project

Total Authorization

CP#0121-CO.25 Camp Hollis
Shoreline Stabilization REDI

\$500,000.00

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 068 of 2021

H 529000 0121
H 438970 0121
H 450310 0121

\$500,000.00
(\$475,000.00)
(\$25,000.00)

OSWEGO COUNTY LEGISLATURE

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

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



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

March 18, 2021

Informational Memorandum

Purpose:	To authorize and establish Capital Project #0121- CO.25 Camp Hollis Shoreline Stabilization with an authorization level of \$500,000.00
Summary:	This project is necessary because of the deterioration due to age and high waters from Lake Ontario and has been awarded a New York State Resiliency and Economic Development Initiative grant to fund 95% of the project and 5% of the local match.
Recommended Action:	The department recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project #0121.

RESOLUTION NO. 069

A RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 0221- CO.34 SITHE TRAIL REPAIR AND STABILIZATION REDI

By Legislator Roy Reehil:

WHEREAS, the Sithe Trail in the Town of Scriba on Riker's Beach Road, in Oswego County, New York needs to be repaired; and

WHEREAS, this project is necessary to connect the two existing trailheads that have lost their connection due to high waters and wind; and

WHEREAS, the estimated cost of the project is \$405,436.00 and the County of Oswego has been awarded a New York State Resiliency and Economic Development Initiative grant of \$400,000.00 to fund 95% of the project with a 5% local match; and

WHEREAS, the County of Oswego has agreed to pay the amount over the grant budget of \$5,436.00,

NOW, THEREFORE, Upon, recommendation of the Human Services Committee of this Legislature, with the approval of the Finance and Personnel Committee: it is hereby

RESOLVED, that the Treasurer is hereby authorized to execute the attached budget modification establishing Capital Project 0221-CO.34 Sithe Trail Repair and Stabilization REDI for the maximum expenditure as indicated.

Capital Project

Total Authorization

CP#0221-CO.34 Sithe Trail Repair REDI

\$405,436.00

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 069 of 2021

H 529000 0221
H 438970 0221
H 450310 0221

\$405,436.00
(\$380,000.00)
(\$25,436.00)

OSWEGO COUNTY LEGISLATURE

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

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



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

March 18, 2021

Informational Memorandum

Purpose: To authorize and establish Capital Project #0221-CO.34 Sithe Trail Repair and Stabilization with an authorization level of \$405,436.00

Summary: This project is necessary because of the deterioration due to age and high waters from Lake Ontario and has been awarded a New York State Resiliency and Economic Development Initiative grant to fund 95% of the project and 5% of the local match.

Recommended Action: The department recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project #0221.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

FROM

REASON FOR REQUEST	DOLLAR AMOUNT
Establish CP 0221 – Co.34 Sithe Trail Repair and	\$405,436.00
Stabilization REDI with a maximum authorization of	(\$380,000.00)
\$405,436.00. This project will be funded 95% through a	(20,000.00)
NYS REDI Grant of \$400,000.00 with the 5% local match	(5,436.00)
And estimated amount over budget of \$5,436.00 coming from	
A transfer of funds from General Fund Balance	
BUDGET YEAR: 2021	
TOTAL AMOUNT	-\$0-

-5-

DATE _____

DATE _____

COUNTY ADMINISTRATOR

DATE _____

Send form to County Administrators Office for approval

RESOLUTION NO. 70

**RESOLUTION AUTHORIZING BUDGET MODIFICATION YOUTH BUREAU –
ACCEPT ADDITIONAL NEW YORK STATE YOUTH DEVELOPMENT AID**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 070 of 2021

A7310 438200

(\$12,751.00)

A7310 545500

\$12,751.00

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

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



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

January 11, 2021

Informational Memorandum

Purpose:	Additional New York State Youth Development State Aid
Summary:	The attached budget modification corrects budget lines to include additional New York State Office of Children & Family Services Youth Development State Aid
Recommended Action:	The department recommends the budget modification correcting budget lines with the additional Youth Development State Aid be approved.

COUNTY OF OSWEGO

FROM
TO

ACCOUNT NUMBER			ACCOUNT NUMBER			REASON FOR REQUEST	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A7310	438200					State Aid (Add-on Funding)	(\$12,751.00)
			A7310	545500		Other Supplies and Expenses (Add-on Funding)	\$12,751.00
						TOTAL AMOUNT	-\$0-

COMMITTEE SIGNATURES

100

25. 5. 1954

5/2

DEPARTMENT HEAD

DEPARTMENT HEAD

DEPARTMENT HEAD

RESOLUTION NO. 071

**RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO BE
DESIGNATED AS A PURPLE HEART COUNTY**

By Legislator Roy Reehil:

WHEREAS, the people of the County of Oswego have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the County of Oswego who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being killed or wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, April 15, 2021 has been officially designated as the day in the County of Oswego to remember and recognize Veterans who are recipients of the Purple Heart Medal; be it

RESOLVED that the Legislature of the County of Oswego hereby proclaims the County of Oswego a Purple Heart County, honoring the service and sacrifice of our Nation's men and women in uniform who were wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans; be it further

RESOLVED, that certified copies of this resolution be delivered to the County Veterans Service Agency and the offices of Senator Patty Ritchie, Senator Daphne Jordan, Assemblyman William Barclay and Assemblyman Brian Manktelow.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

RESOLUTION NO. 072

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE LEGISLATURE TO
ENTER INTO AGREEMENT WITH
OSWEGO COUNTY OPPORTUNITIES, INC. – CALL N RIDE PROGRAM**

By Legislator Roy Reehil:

WHEREAS, New York State has allotted funds to the Oswego County Office for the Aging through the Community Services for the Elderly grant to be used to help fund the Call N Ride Program for Oswego County senior citizens, and,

WHEREAS, Oswego County Opportunities, Inc. operates the Call N Ride Program for curb to curb transportation service.

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

RESOLVED, that the Chairman of the Legislature be, and hereby is, authorized to enter into an agreement with Oswego County Opportunities, Inc. to provide Call N Ride services for Oswego County senior citizens.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE



Informational Memorandum

From: Sara Sunday

Date: April 1, 2021

Subject: Call N Ride Program

Purpose: To extend the agreement with Oswego County Opportunities (OCO) to provide to provide curb to curb transportation services for seniors not on public transportation bus route for another year, April 1, 2021 – March 31, 2022.

Background: OCO operates the Call N Ride Program providing curb to curb transportation service, mainly for elderly and disabled persons who are not on a fixed transportation route.

In 2015 the New York State Office for the Aging allotted additional funding to the Community Services for the Elderly (CSE) grant to Office for the Aging (OFA). OFA would like to continue to use these funds to help fund the Call N Ride program for Oswego County Senior Citizens, age sixty (60) or older. The curb to curb transportation can be used for Dr. appointment's, shopping, and social engagements. There is no cost to the senior, although contributions will be accepted.

OCO would contribute the grant required 25% matching funds. OFA is proposing to enter into agreement for services paying no more than \$20,000 during the agreement period, to be billed \$1,667 per month.

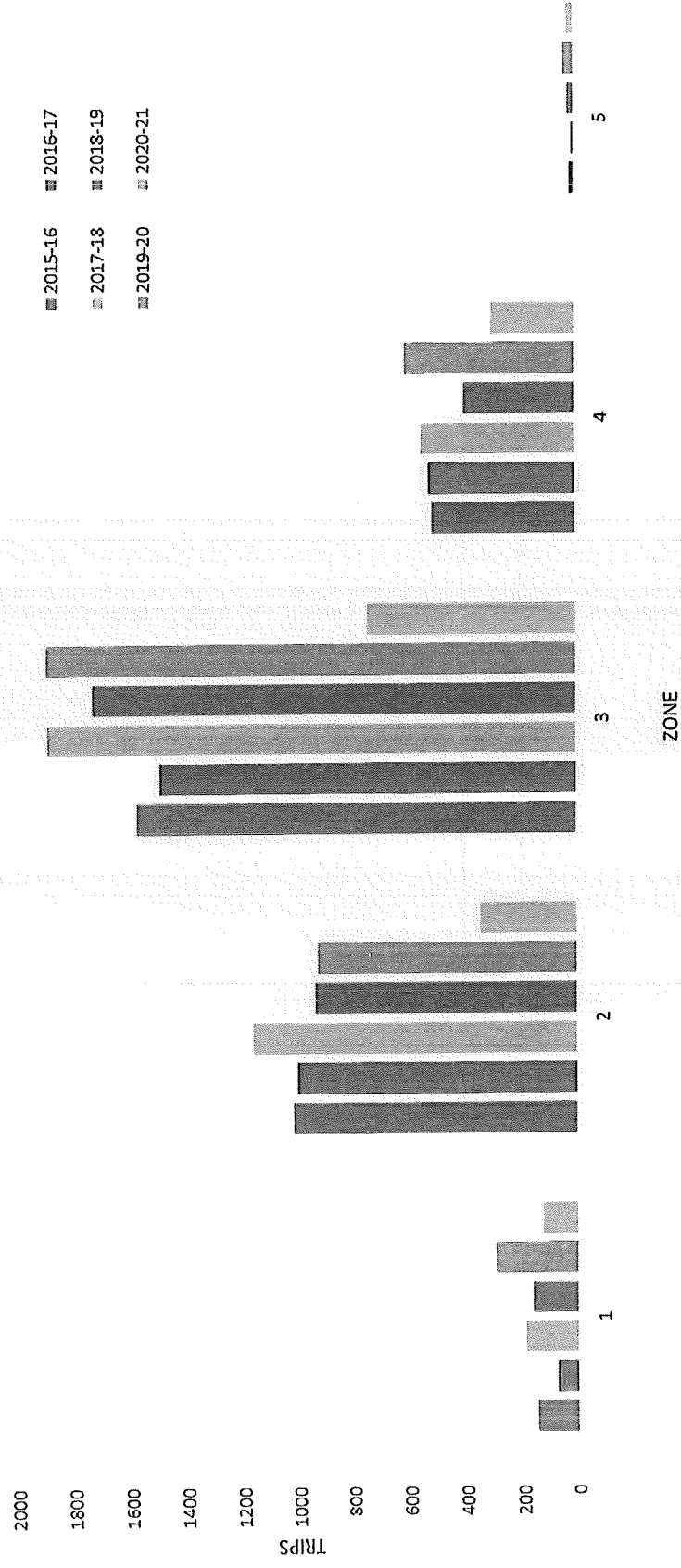
Fiscal Impact: OFA budgeted \$20,000 for the Call N Ride Program for 2021. There is no negative impact on the County Budget.

Recommendation: The Office for the Aging recommends the Human Services Committee, the Finance and Personnel Committee and the Oswego County Legislature authorize an agreement between OCO and Oswego County for the continuation of Call N Ride transportation services for the elderly of Oswego County.

Additional information:

- Funding provides transportation to participants aged 60 or older at no cost;
- 95% of Call N Ride ridership is comprised of Oswego County residents over age 60;
- Program assists people that typically fall through the cracks, i.e., have too much income to be eligible for Medicaid transportation and too little income to pay privately for curb to curb transportation;
- Riders are not mandated to contribute to cost of services, a voluntary contribution is suggested and collected. Suggested contributions follow the published rates in the Call N Ride Brochure;
- Participants need to be registered (name, address, DOB, race, ethnicity, income level) as it is necessary for reports; Registration and Ridership information must be provided to OFA monthly;
- 3,747 Call N Ride rides were provided to seniors in 2019 and a reduction to 2,112 rides in 2020 due to COVID-19;
- Estimated voluntary contributions to be \$1,000 annually;
- OFA will pay a monthly invoice to OCO Transportation in the amount of \$1,667;
- The invoice will detail the number of one-way trips, amount of contributions collected, amount OCO contributes and remaining amount OFA is being billed (\$1,667);

Call N Ride Ridership - Seniors



Call N Ride
April 1, 2020 - February 28, 2021

Zone	Rides	Avg. /mo	Avg. \$/Ride (mo)
1	130	12	
2	345	31	
3	741	67	
4	299	27	
5	30	3	
Total	1545	140	\$11.87

Zones

- 1 - Sandy Creek, Pulaski, Mexico School Districts
- 2 - Fulton School District
- 3 - Oswego School District
- 4 - Phoenix, Hannibal, Central Square School Districts
- 5 - APW School District

\$1,666.67/mo

\$20,000/Yr

Call N Ride
April 1, 2019 - March 31, 2020

Zone	Rides	Avg. /mo	Avg. \$/Ride (mo)
1	298	25	
2	927	77	
3	1890	158	
4	606	51	
5	42	4	
Total	3763	314	\$5.31

Zones

- 1 - Sandy Creek, Pulaski, Mexico School Districts
- 2 - Fulton School District
- 3 - Oswego School District
- 4 - Phoenix, Hannibal, Central Square School Districts
- 5 - APW School District

\$1,666.67/mo

\$20,000/Yr

Call N Ride
April 1, 2018 - March 31, 2019

Zone	Rides	Avg. /mo	Avg. \$/Ride (mo)
1	193	16	
2	1012	84	
3	1876	156	
4	426	36	
5	34	3	
Total	3541	295	\$5.65

Zones

- 1 - Sandy Creek, Pulaski, Mexico School Districts
- 2 - Fulton School District
- 3 - Oswego School District
- 4 - Phoenix, Hannibal, Central Square School Districts
- 5 - APW School District

\$1,666.67/mo

\$20,000/Yr

Call N Ride
April 1, 2017 -March 31, 2018

Zone	Rides	Avg. /mo	Avg. \$/Ride (mo)
1	195	18	
2	1162	106	
3	1888	172	
4	546	50	
5	12	1	
	3803	317	\$5.26

Zones

- 1 - Sandy Creek, Pulaski, Mexico School Districts
- 2 - Fulton School District
- 3 - Oswego School District
- 4 - Phoenix, Hannibal, Central Square School Districts
- 5 - APW School District

\$1,666.67/mo

\$20,000/Yr

RESOLUTION NO. 073

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

By Legislator Tim Stahl:

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

RESOLVED, that the following named persons be, and hereby are, re-appointed as members of the Board of Directors of the Oswego County Soil and Water Conservation District for a term to expire as follows:

Legislator Mary Ellen Chesbro – Term to expire February 28, 2022

Legislator Linda Lockwood – Term to expire February 28, 2022

Sandra Tuori-Bell – Term to expire February 28, 2024

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 20 NO: 0 ABSENT: 3 ABSTAIN: 2

OSWEGO COUNTY LEGISLATURE

**Oswego County Soil and Water Conservation District Board of Directors
March 1, 2021**

Bio for Linda Lockwood, Legislator

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

Bio for Mary Ellen Chesbro, Legislator

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

Bio for Sandra Tuori-Bell, Member at Large

Sandra Tuori-Bell was born and raised in Syracuse, NY and currently resides in Constantia, NY with her husband Mark. She was employed with Onondaga County Department of Water Environment Protection for several years before retiring in January 2012. As a Sanitary Engineer 3/Pretreatment Program Coordinator she supervised a staff of 5 engineers, 2 technicians and 1 office assistant responsible for ensuring that Onondaga County's industries were compliant with local, state and federal environmental regulations. She received a Bachelor of Science degree in Biology and Chemistry from SUNY Environmental Science and Forestry in Syracuse, NY and did post-graduate work at Syracuse University School of Management MBA Program. Sandra began her career as a Materials Scientist/Chemist at Carrier Air Conditioning and worked briefly at Miller Brewing Company as a chemist before her employment with Onondaga County. She has worked part-time since retirement as a track and field coach, field hockey coach, tutor and substitute for BOCES and currently works as a Program Assistant for Finger Lakes-Lake Ontario Water Protection Alliance (FOLLOWPA). Mrs. Touri-Bell has been an active member of the Oswego County Soil and Water Conservation District since 2015.

RESOLUTION NO. 074

**RESOLUTION AUTHORIZING THE OSWEGO COUNTY LEGISLATURE TO
ACT AS LEAD AGENCY FOR THE SEQRA REVIEW PROCESS FOR THE
OSWEGO RIVER ACCESS PROJECT**

By Legislator Tim Stahl:

WHEREAS, Oswego County has been awarded funding through the NYS Department of State for the creation of an access site on the east side of the Oswego River in the City of Oswego; and

WHEREAS, the Legislature is required, as a local agency under the State Environmental Quality Review Act (SEQRA), to consider potential environmental impacts prior to undertaking funding; and

WHEREAS, pursuant to 6 NYCRR Part 617 Section 617.6 (b), it is appropriate for the Legislature to consider acting as Lead Agency for purposes of conducting a Coordinated Review under SEQR, as those terms are defined in 6 NYCRR Part 617 (the Regulations); and,

WHEREAS, the Legislature, as the agency sponsoring the proposed project, is an appropriate agency to act as Lead Agency for purposes of conducting a Coordinated Review under SEQR, and

WHEREAS, careful analysis of this project leads us to the conclusion that this is considered an Unlisted Action as defined in the SEQRA, and

WHEREAS, a full environmental review has been completed and clarifies that there will be no significant impacts from the proposed activities, then therefore be it

RESOLVED that:

1. A preliminary review indicated that the Project is of sufficient scope as to justify the preparation of a full Environmental Assessment Form (EAF) and that the review and approval process of other agencies having jurisdiction over the Project would likely be simplified by completion of a Coordinated Review;
2. The Oswego County Legislature intends to act as Lead Agency and to conduct a Coordinated Review under SEQR of the environmental impacts associated with the Project; and,
3. Karen Noyes, Associate Planner in the Department of Community Development, Tourism and Planning, is therefore authorized to:
 - a. Identify Involved Agencies;

- b. Provide Involved Agencies copies of the completed full EAF and notify them of the Legislature's intent to conduct a Coordinated Review;
- c. Request the agreement of Involved Agencies to designation of the Legislature as the Lead Agency and indicate the Legislature's intent to assume designation as Lead Agency should no objection be received within thirty days; and,

And be it further,

RESOLVED, that pursuant to the applicable standards of SEQRA 6 NYCRR Part 617.6, the Oswego County Legislature concludes that it is the appropriate agency to serve as Lead Agency for the coordinated environmental review of the proposed action; and be it also

RESOLVED, that the Oswego County Legislature hereby declares its intent to be Lead Agency for the coordinated SEQRA evaluation of this action; and be it further

RESOLVED, that Oswego County Legislature hereby authorizes circulation of Notice to the other Involved and Interested Agencies, indicating the Oswego County Legislature's intention to serve as Lead Agency, including circulation of a copy of the Part 1 EAF and proposed action development plans, pursuant to the requirements set forth in SEQRA 6 NYCRR Part 617.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 21 NO: 1 ABSENT: 3 ABSTAIN: 0



David R. Turner
Director

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

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

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

Janet W. Clerkin
Office of Promotion
And Tourism

Donna B. Scanlon
Office of Community
Development Programs

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Request Lead Agency status for the SEQR review process related to the riverfront access project

PURPOSE: To complete the environmental review process under the New York State Environmental Quality Review Act (SEQRA).

SUMMARY: The County has grant funds designated to create a public access site on the Oswego River. The site is west of NYS Rt. 481 in the City of Oswego, approximately across the road from the St. Peters cemetery. Preliminary design work has been completed but the project was put on hold when the COVID pandemic hit. This is a next and necessary step in the project timeline.

FISCAL IMPACT: None to the county that results from this specific effort other than mailing and posting of legal notices.

RECOMMENDED ACTION: It is recommended that the Oswego County Legislature pass a resolution designating itself as Lead Agency for the SEQRA review of this project.

RESOLUTION NO. 075

**RESOLUTION REQUESTING THE RESCINDING OF THE NEW YORK STATE
FIBER RIGHT OF WAY**

By Legislator Tim Stahl:

WHEREAS, the 2019-2020 New York State budget contained language that enacted a right-of-way use and occupancy fee for any fiber optic cables in or crossing a state-controlled right of way and authorized the New York State Department of Transportation (DOT) to enter fee-bearing permits with fiber optic installers; and

WHEREAS, the 2019-2020 state budget also added Section 7 of the Transportation Corporation Law, allowing the DOT to charge fiber optic corporations installing and operating the utility lines for fair-market use and occupancy of the state right-of-way; and

WHEREAS, in early 2020 organizations, businesses, legislators and residents of northern New York became aware of the fee because the DOT started charging the fee; and

WHEREAS, in the rural counties of New York State it is virtually impossible to install fiber optic cables for any distance without utilizing or crossing a state right-of-way, and development requirements within Oswego County and the entire State of New York almost entirely preclude installation of broadband in any location other than an existing state right-of-way; and

WHEREAS, the coronavirus pandemic has caused more people to be working from home and more students to be learning from home, and has increased the use of telemedicine, thus magnifying the need for additional broadband services in unserved and underserved areas so rural residents can engage in everyday activities; and

WHEREAS, Governor Cuomo, in his 2021 State of the State address championed his Connectivity Agenda which includes, among other provisions, enactment of a requirement for affordable internet for low-income families and a series of actions to promote broadband build-out and market competition; and

WHEREAS, the Governor said, "Without affordable broadband, people are not just disconnected, they are disenfranchised. Broadband must be available to everyone, everywhere, and, in New York, we will make sure it is;" and

WHEREAS, the DOT fiber right-of-way fee is acting as a significant financial deterrent to broadband build-out in rural areas, with some projects already cancelled and others put on hold due to the fact that these fees will cost providers hundreds of thousands, and in some cases, millions of dollars annually; and

WHEREAS, the earlier laws have been enacted that hinder the expansion of broadband into unserved and underserved communities; and

WHEREAS, legislation has been introduced in the Legislature to repeal these counterproductive sections of law that prevent the expansion of affordable broadband services in unserved and underserved communities across New York.

NOW, THEREFORE, BE IT RESOLVED, the Oswego County Legislature formally opposes the enactment of the DOT right-of-way fees on fiber optic cable and urges the Governor and the New York State Legislature to rescind the right-of-way use and occupancy fees on fiber cable immediately so that the Governor's pledge can be fulfilled and the expansion of fiber networks in New York State can continue in order to serve the critically unserved and underserved areas; and

BE IT FURTHER RESOLVED, the Oswego County Legislature supports passage of New York Senate Bill 8858/Assembly Bill 10932 (2020) to repeal Section 24-e of the Highway Law and Section 7 of the Transportation Corporation Law in relation to reducing the cost of expanding broadband access; and

BE IT FURTHER RESOLVED, the Oswego County Legislature shall forward copies of this resolution to Governor Andrew M. Cuomo, the New York State Legislature, and all others deemed necessary and proper.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

RESOLUTION NO. 076

RESOLUTION TO ACCEPT REDUCTION IN HEALTHY FAMILIES GRANT FUNDS

By Legislator James Karasek:

WHEREAS, to accept reduction in Healthy Families Grant funds; and

WHEREAS, Oswego County Health Department has been awarded an annual grant from the New York State Office of Children and Family Services (OCFS) to fund Healthy Families of Oswego County (HFOC), an evidence-based, intensive home visiting program for families at risk for child maltreatment.; and

WHEREAS, this program has been proven to show reductions in harsh parenting, neglect, physical abuse, and psychological abuse. It also shows increased use of non-violent discipline, children's school performance and improved birth outcomes, including low birth weight.

WHEREAS, the original award has been reduced from \$300,000 to \$175,775 due to State budget cuts. However, with the reinstatement of the Trust Fund grant, which is addressed in another info memo, this will have a zero net effect on local share for 2021. If additional funding becomes available in the future OCHD will have the opportunity to apply.

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

RESOLVED, The Health Department requests acceptance of the \$175,775 OCFS award and approval of the corresponding budget modification.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 076 of 2021

A4036 434500

\$124,225.00



INFORMATIONAL MEMORANDUM

Subject: To Accept Reduction in Healthy Families Grant Funds.

Summary: Oswego County Health Department has been awarded an annual grant from the New York State Office of Children and Family Services(OCFS) to fund Healthy Families of Oswego County (HFOC), an evidence-based, intensive home visiting program for families at risk for child maltreatment. This program has been proven to show reductions in harsh parenting, neglect, physical abuse, and psychological abuse. It also shows increased use of non-violent discipline, children's school performance and improved birth outcomes, including low birth weight.

The original award has been reduced from \$300,000 to \$175,775 due to State budget cuts. However, with the reinstatement of the Trust Fund grant, which is addressed in another info memo, this will have a zero net effect on local share for 2021. If additional funding becomes available in the future OCHD will have the opportunity to apply.

Recommended

Action: The Health Department requests acceptance of the \$175,775 OCFS award and approval of the corresponding budget modification.

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

From
To

COMMITTEE SIGNATURES _____ **DATE** _____

[illegible]

DATE _____

DATE _____

DATE _____

DATE 2/

RESOLUTION NO. 077

RESOLUTION TO REINSTATE IN HEALTHY FAMILIES TRUST FUND GRANT

By Legislator James Karasek:

WHEREAS, reinstate Healthy Families Trust Fund Grant.; and

WHEREAS, In May 2019, the state Office for Children and Families Services (OCFS) awarded a 5-year grant to expand Healthy Families Oswego County (HFOC), an evidence-based, intensive home visiting program for families at risk for child maltreatment.; and

WHEREAS, This program has been proven to show reductions in harsh parenting, neglect, physical abuse, and psychological abuse. It also shows increased use of non-violent discipline, children's school performance and improved birth outcomes, including low birth weight.

WHEREAS, This grant was rescinded at the end of 2020 to allow OCHD to accept a \$3000,000 State award. The State award was subsequently decreased due to budget constraints (addressed in a separate memo), and the State has offered to reinstate our Trust Fund grant to help fund the Healthy Families Program.

WHEREAS, The Trust Fund grant is a 5-year step down grant, and the same level of service must be maintained throughout the grant term. Year 1 has been completed. The funding for Year 2 is \$150,000; Year 3 \$112,500; and Years 4 and 5 are \$75,000 each. With the Trust Fund grant and State grant we project the Healthy Families program will be funded at 100% for 2021, 89% for 2022 and 77% for 2023 and 2024.

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

RESOLVED, The Health Department requests approval reinstating the Healthy Families Trust Fund grant and the corresponding budget modification.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 077 of 2021

A4036 444890
A4036 545500

(\$150,000.00)
\$25,775.00



INFORMATIONAL MEMORANDUM

Subject: To Reinstate Healthy Families Trust Fund Grant.

Summary: In May 2019, the state Office for Children and Families Services (OCFS) awarded a 5-year grant to expand Healthy Families Oswego County (HFOC), an evidence-based, intensive home visiting program for families at risk for child maltreatment. This program has been proven to show reductions in harsh parenting, neglect, physical abuse, and psychological abuse. It also shows increased use of non-violent discipline, children's school performance and improved birth outcomes, including low birth weight.

This grant was rescinded at the end of 2020 to allow OCHD to accept a \$3000,000 State award. The State award was subsequently decreased due to budget constraints (addressed in a separate memo), and the State has offered to reinstate our Trust Fund grant to help fund the Healthy Families Program.

The Trust Fund grant is a 5-year step down grant, and the same level of service must be maintained throughout the grant term. Year 1 has been completed. The funding for Year 2 is \$150,000; Year 3 \$112,500; and Years 4 and 5 are \$75,000 each. With the Trust Fund grant and State grant we project the Healthy Families program will be funded at 100% for 2021, 89% for 2022 and 77% for 2023 and 2024.

Recommended

Action: The Health Department requests approval reinstating the Healthy Families Trust Fund grant and the corresponding budget modification.

From

COMMITTEE SIGNATURES. DATE

Adopted
10/2/21
Vic
11/1/21
have the book

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 078

**RESOLUTION AUTHORIZING RECLASSIFICATION REQUEST – HOSPICE
PROGRAM POSITION UPGRADES**

By Legislator James Karasek:

WHEREAS, to reclassify current and vacant nursing positions in the Hospice program; and

WHEREAS, Hospice is in a critical situation to recruit and retain nursing staff; and

WHEREAS, experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 per hour; and

WHEREAS, our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), these positions are pivotal in the smooth operation of the Hospice Program and its future growth; and

WHEREAS, all positions are under the CSEA County of Oswego Office Personnel Unit (CO-OP) Bargaining Unit; and

WHEREAS, based on the duties and responsibilities under these titles, it has been recommended that a reclassification be authorized; and

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

RESOLVED, that Chairman of Oswego County Legislature approve the proposed reclassification of the current and vacant nursing positions in the Hospice Program.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

INFORMATIONAL MEMORANDUM

Subject: Request for authorization to reclassify the current and vacant nursing positions in Hospice.

Purpose: Hospice is in a critical situation to recruit and retain nursing staff.

Summary: Experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 per hour. Our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), these positions are pivotal in the smooth operation of the Hospice Program and its future growth.

Based on the duties and responsibilities under these titles, it has been recommended that a reclassification be authorized.

Recommended To authorize the reclassification Registered Nurse (Grade 11) to Senior RN (Hospice) (Grade 13) Position # 418919403, Sr. RN (Grade 12) to Principal RN (Hospice) (Grade 14) Position #418919402, Public Health Nurse (Grade13) to Sr. PHN (Grade 14) Position # 418918803, Public Health Nurse (Grade 13) Position #014239-SYS to Sr. PHN (Grade14), two vacant PHN positions (Grade 13) position #'s 418918801 & 418918802 to Sr. PHN's (Grade 14) and two vacant RN (Grade 11) Position #'s 418919401 & 418919404 to Sr. RN (Hospice) (Grade 13), all positions are under the CSEA County of Oswego Office Personnel Unit (CO-OP) Bargaining Unit.

Fiscal Impact: Our 2020 numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice created a reduction to Local Share of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay, increase revenue.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Health

DIVISION/UNIT (NUMBER):

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

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

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

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: Registered Nurse 2. Position #: 418919403

3. Present Salary/Hourly Rate: \$23.67 Grade: 11

4. Requested Title: Sr. RN (Hospice)

5. Requested Salary: _____

a. Bargaining Unit: CO-OP Hourly Rate: \$27.62 Grade: 13

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

6. Percent of Federal and/or State Reimbursement: 0% Fringe Reimbursed: ☐ Yes ☒ No

7. Justification of Need (use additional sheets as necessary): At this time, Hospice is in a critical situation to recruit and retain nursing staff. Experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 pay per hour. Our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice created a revenue of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay increase revenue. This position is pivotal in the smooth operation of the Hospice Program, and its future growth. The Hospice Nurse Case Manager plans and delivers care to patients utilizing the nursing process of assessment, planning, interventions, implementation, and evaluation; and effectively interacts with patients, significant others, and other interdisciplinary team members while maintaining standards of professional nursing and clinical competency.

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

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings: (See attached the memo)

4. Reason for Deletion:

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 DEPARTMENT OF PERSONNEL

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
Administration

LOCATION OF POSITION
70 Bunner Street

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

Title requested:

PERCENT OF WORK TIME

10%	Assesses patient nursing care needs and prepares, implements, and evaluates the nursing care
10%	Oversees the work of Licensed Practical Nurses and Home Health Aides providing support services to patients on caseload
10%	Gives skilled nursing care and prescribed treatments to patients in their homes and demonstrates nursing care to patients and families
10%	Identifies physical and emotional illness of patients through observation and analysis of records
10%	Coordinates plans for care with nutritionists, social workers, physical therapists, physicians, and other professional health workers concerned with individual and family health care
10%	Counsels and guides individuals and families in the prevention of illness and the attainment of maximum health
10%	Prepares and maintains a variety of essential nursing care records and reports
5%	Attends in-service training to keep abreast of current nursing techniques and procedures
5%	Confers with supervisor, medical doctors and attends staff meetings on patient care issues;
5%	Instructs patient and family members regarding patient's diet, health habits, rehabilitation measures, death and in-home treatments
5%	Provides support services to hospice program patients, if assigned, to ensure physical and mental needs are addressed
5%	Sets up and staffs prevention and immunization health clinics including administering vaccines, taking patient history, and conducting screening physicals
5%	Participates in emergency preparedness Drills and real-world emergencies, other duties as assigned.

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

NAME	TITLE	TYPE OF SUPERVISION
Becky Miller	SPHN	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
William Beaudry	HHA	General
Carrie Pitcher	LPN	General

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

NAME	TITLE	LOCATION OF POSITION
------	-------	----------------------

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

Education: ☐ High School _____ years
☒ College 2 years, with specialization in AAS Nursing Science
☐ Other _____ years, with specialization in _____

Experience (list amount and type): Education, specialized background, training and experience.

Education, specialized background, training, and experience.

Current valid license and registration to practice as a Registered Professional Nurse in NYS and one (1) year of professional acute care nursing experience.

Essential knowledge, skills, and abilities: Summary of full performance level characteristics.

GOOD KNOWLEDGE OF: geography of the area; social conditions of the area; current professional nursing principles, practices, and procedures, community resources and programs

ABILITY TO: apply current professional nursing techniques in providing care; communicate effectively, both orally and in writing; develop and maintain effective working relationships; accept and use guidance; use medical equipment such as blood pressure cuff, stethoscopes, syringes, sphygmomanometer, glucometer, catheters, and venipuncture equipment; move and lift patients; make accurate observations and assess patients' needs; work "on call" as needed to provide services; deal with difficult and/or uncooperative patients/clients; understand and follow technical oral and written directions; tolerate exposure to blood, sores, offensive odors, and poor sanitary and hygiene conditions in patients' homes; prepare records and reports; act as team leader over subordinate personnel in the provision of services to patients; develop and implement a nursing care plan; use microcomputer software.

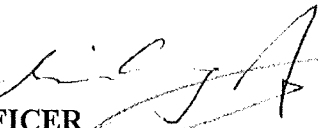
7. The above statements are accurate and complete.

Date:

4/5/21

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:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Health	DIVISION/UNIT
A. NEW POSITION REQUEST	
1. Position Title Requested:	
2. Bargaining Unit: <input type="checkbox"/> CO-OP <input type="checkbox"/> Highway <input type="checkbox"/> Silver Star <input type="checkbox"/> Deputies <input type="checkbox"/> OCPA <input type="checkbox"/>	
3. a. Bargaining Unit – Hourly Rate from Grade plan: _____	Grade: _____
b. Management or OCPA – Salary Requested: _____	Grade: _____
4. Percent of Federal and or State Reimbursement: _____	Fringe Reimbursed: <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Justification of Need (Use additional sheets as necessary):	
6. Complete New Position Duties Statement (p. 3 & 4).	
B. RECLASSIFICATION REQUEST	
1. Present Title: Registered Nurse	2. Position #: 418919401
3. Present Salary/Hourly Rate: \$22.95	Grade: 11
4. Requested Title: Sr. RN (Hospice)	
5. Requested Salary: _____	
a. Bargaining Unit: CO-OP	Hourly Rate: \$26.81
b. Management or OCPA – Salary Requested: _____	Grade: 13
6. Percent of Federal and/or State Reimbursement: 0%	Fringe Reimbursed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Justification of Need (use additional sheets as necessary): At this time, Hospice is in a critical situation to recruit and retain nursing staff. Experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 per hour. Our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice created a revenue of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay increase revenue. This position is pivotal in the smooth operation of the Hospice Program, and its future growth. The Hospice Nurse Case Manager plans and delivers care to patients utilizing the nursing process of assessment, planning, interventions, implementation, and evaluation; and effectively interacts with patients, significant others, and other interdisciplinary team members while maintaining standards of professional nursing and clinical competency.	
8. Complete New Position Duties Statement (p. 3 & 4).	

C. POSITION DELETION

1. Title to be Deleted:

2. Position #

3. Salary Savings: (See attached the memo)

4. Reason for Deletion:

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 DEPARTMENT OF PERSONNEL

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
Administration


LOCATION OF POSITION
70 Bunner Street

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

Title requested:

PERCENT OF WORK TIME

10%	Assesses patient nursing care needs and prepares, implements, and evaluates the nursing care
10%	Oversees the work of Licensed Practical Nurses and Home Health Aides providing support services to patients on caseload
10%	Gives skilled nursing care and prescribed treatments to patients in their homes and demonstrates nursing care to patients and families
10%	Identifies physical and emotional illness of patients through observation and analysis of records
10%	Coordinates plans for care with nutritionists, social workers, physical therapists, physicians, and other professional health workers concerned with individual and family health care
10%	Counsels and guides individuals and families in the prevention of illness and the attainment of maximum health
10%	Prepares and maintains a variety of essential nursing care records and reports
5%	Attends in-service training to keep abreast of current nursing techniques and procedures
5%	Confers with supervisor, medical doctors and attends staff meetings on patient care issues;
10%	Instructs patient and family members regarding patient's diet, health habits, rehabilitation measures, death and in-home treatments
5%	Provides support services to hospice program patients, if assigned, to ensure physical and mental needs are addressed
5%	Participates in emergency preparedness Drills and real-world emergencies, other duties as assigned.

3. Names and titles of person supervising (general, direct, administrative, etc.).		
NAME	TITLE	TYPE OF SUPERVISION
Becky Miller	SPHN	Direct
4. Names and titles of persons supervised by employee in this position.		
NAME	TITLE	TYPE OF SUPERVISION
William Beaudry	HHA	General
Carrie Pitcher	LPN	General
5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.		
NAME	TITLE	LOCATION OF POSITION
6. What minimum qualifications do you think should be required for this position? Education: <input type="checkbox"/> High School _____ years <input checked="" type="checkbox"/> College <u>2</u> years, with specialization in <u>AAS Nursing Science</u> <input type="checkbox"/> Other _____ years, with specialization in _____		
Experience (list amount and type): Education, specialized background, training and experience. Education, specialized background, training, and experience. Current valid license and registration to practice as a Registered Professional Nurse in NYS and one (1) year of professional acute care nursing experience.		
Essential knowledge, skills, and abilities: Summary of full performance level characteristics. <u>GOOD KNOWLEDGE OF:</u> geography of the area; social conditions of the area; current professional nursing principles, practices, and procedures, community resources and programs <u>ABILITY TO:</u> apply current professional nursing techniques in providing care; communicate effectively, both orally and in writing; develop and maintain effective working relationships; accept and use guidance; use medical equipment such as blood pressure cuff, stethoscopes, syringes, sphygmomanometer, glucometer, catheters, and venipuncture equipment; move and lift patients; make accurate observations and assess patients' needs; work "on call" as needed to provide services; deal with difficult and/or uncooperative patients/clients; understand and follow technical oral and written directions; tolerate exposure to blood, sores, offensive odors, and poor sanitary and hygiene conditions in patients' homes; prepare records and reports; act as team leader over subordinate personnel in the provision of services to patients; develop and implement a nursing care plan; use microcomputer software.		
7. The above statements are accurate and complete. Date: <u>7/5/94</u> 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: _____		

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Health

DIVISION/UNIT (NUMBER):

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

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

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

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: Public Health Nurse 2. Position #: 418918803

3. Present Salary/Hourly Rate: \$27.62 Grade: 13

4. Requested Title: Sr. PHN

5. Requested Salary: _____

a. Bargaining Unit: CO-OP Hourly Rate: \$29.78 Grade: 14

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

6. Percent of Federal and/or State Reimbursement: 0% Fringe Reimbursed: ☐ Yes ☒ No

7. Justification of Need (use additional sheets as necessary): At this time, Hospice is in a critical situation to recruit and retain nursing staff. Experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 pay per hour. Our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice generated a revenue of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay increase revenue. This position is pivotal in the smooth operation of the Hospice Program, and its future growth. The Hospice Nurse Case Manager plans and delivers care to patients utilizing the nursing process of assessment, planning, interventions, implementation, and evaluation; and effectively interacts with patients, significant others, and other interdisciplinary team members while maintaining standards of professional nursing and clinical competency.

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

C. POSITION DELETION	
1. Title to be Deleted:	
2. Position #	3. Salary Savings: (See attached the memo)
4. Reason for Deletion:	

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 DEPARTMENT OF PERSONNEL

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 Administration	LOCATION OF POSITION 70 Bunner Street
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested:		
PERCENT OF WORK TIME		
10%	Assesses patient nursing care needs and prepares, implements, and evaluates the nursing care	
5%	Oversees the work of Licensed Practical Nurses and Home Health Aides providing support services to patients on caseload	
10%	Gives skilled nursing care and prescribed treatments to patients in their homes and demonstrates nursing care to patients and families	
10%	Identifies physical and emotional illness of patients through observation and analysis of records	
5%	Coordinates plans for care with nutritionists, social workers, physical therapists, physicians, and other professional health workers concerned with individual and family health care	
10%	Counsels and guides individuals and families in the prevention of illness and the attainment of maximum health	
10%	Prepares and maintains a variety of essential nursing care records and reports	
10%	Attends in-service training to keep abreast of current nursing techniques and procedures	
10%	Confers with supervisor, medical doctors and attends staff meetings on patient care issues;	
10%	Instructs patient and family members regarding patient's diet, health habits, rehabilitation measures, death, and in-home treatments	
10%	Provides support services to hospice program patients, if assigned, to ensure physical and mental needs are addressed	

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

NAME	TITLE	TYPE OF SUPERVISION
Becky Miller	SPHN	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
William Beaudry	HHA	General
Carrie Pitcher	LPN	General

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

NAME	TITLE	LOCATION OF POSITION
------	-------	----------------------

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

Education: ☐ High School _____ years
☒ College 4 years, with specialization in BS Nursing Science
☐ Other _____ years, with specialization in _____

Experience (list amount and type): Education, specialized background, training and experience.

Education, specialized background, training, and experience.

Current valid license and registration to practice as a Registered Professional Nurse in NYS and 1 year of professional acute care nursing experience

Essential knowledge, skills, and abilities: Summary of full performance level characteristics.

GOOD KNOWLEDGE OF: geography of the area; social conditions of the area; current professional nursing principles, practices, and procedures, community resources and programs

ABILITY TO: apply current professional nursing techniques in providing care; communicate effectively, both orally and in writing; develop and maintain effective working relationships; accept and use guidance; use medical equipment such as blood pressure cuff, stethoscopes, syringes, sphygmomanometer, glucometer, catheters, and venipuncture equipment; move and lift patients; make accurate observations and assess patients' needs; work "on call" as needed to provide services; deal with difficult and/or uncooperative patients/clients; understand and follow technical oral and written directions; tolerate exposure to blood, sores, offensive odors, and poor sanitary and hygiene conditions in patients' homes; prepare records and reports; act as team leader over subordinate personnel in the provision of services to patients; develop and implement a nursing care plan; use microcomputer software.

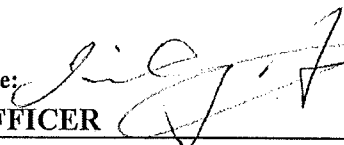
7. The above statements are accurate and complete.

Date:

4/1/21

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:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Health

DIVISION/UNIT (NUMBER):

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

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

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

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: PHN 2. Position #: 014239-SYS

3. Present Salary/Hourly Rate: \$31.86 Grade: 13

4. Requested Title: Sr. PHN

5. Requested Salary: _____

a. Bargaining Unit: CO-OP Hourly Rate: \$34.41 Grade: 14

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

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): At this time, Hospice is in a critical situation to recruit and retain nursing staff. Experience has shown extreme difficulty getting Registered Nurse applications and when we are able to interview RNs most decline the positions due to salary structures, most reporting a loss of pay of \$17-\$20 pay per hour. Our 2020 patients' numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice created a revenue of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay increase revenue. This position is pivotal in the smooth operation of the Hospice Program, and its future growth. The Hospice On-call nurses care for patients and families during the holiday, nights and weekends, they plan and delivers care to patients utilizing the nursing process of assessment, planning, interventions, implementation, and evaluation; and effectively interacts with patients, significant others, and other interdisciplinary team members while maintaining standards of professional nursing and clinical competency.

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

C. POSITION DELETION		
1. Title to be Deleted:		
2. Position #	3. Salary Savings: (See attached the memo)	
4. Reason for Deletion:		

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 DEPARTMENT OF PERSONNEL

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
Administration

LOCATION OF POSITION
70 Bunner Street

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

Title requested:

PERCENT OF WORK TIME

10%

Assesses patient nursing care needs and prepares, implements, and evaluates the nursing care

5%

Oversees the work of Licensed Practical Nurses and Home Health Aides providing support services to patients on caseload

10%

Gives skilled nursing care and prescribed treatments to patients in their homes and demonstrates nursing care to patients and families

10%

Identifies physical and emotional illness of patients through observation and analysis of records

5%

Coordinates plans for care with nutritionists, social workers, physical therapists, physicians, and other professional health workers concerned with individual and family health care

10%

Counsels and guides individuals and families in the prevention of illness and the attainment of maximum health

10%

Prepares and maintains a variety of essential nursing care records and reports

10%

Attends in-service training to keep abreast of current nursing techniques and procedures

10%

Confers with supervisor, medical doctors and attends staff meetings on patient care issues;

10%

Instructs patient and family members regarding patient's diet, health habits, rehabilitation measures, death, and in-home treatments

10%

Provides support services to hospice program patients, if assigned, to ensure physical and mental needs are addressed

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

NAME	TITLE	TYPE OF SUPERVISION
Becky Miller	SPHN	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
William Beaudry	HHA	General
Carrie Pitcher	LPN	General

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

NAME	TITLE	LOCATION OF POSITION

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

Education: ☐ High School _____ years
☒ College 4 years, with specialization in BS Nursing Science
☐ Other _____ years, with specialization in _____

Experience (list amount and type): Education, specialized background, training and experience.

Education, specialized background, training, and experience.

Current valid license and registration to practice as a Registered Professional Nurse in NYS and 1 year of professional acute care nursing experience

Essential knowledge, skills, and abilities: Summary of full performance level characteristics.


GOOD KNOWLEDGE OF: geography of the area; social conditions of the area; current professional nursing principles, practices, and procedures, community resources and programs

ABILITY TO: apply current professional nursing techniques in providing care; communicate effectively, both orally and in writing; develop and maintain effective working relationships; accept and use guidance; use medical equipment such as blood pressure cuff, stethoscopes, syringes, sphygmomanometer, glucometer, catheters, and venipuncture equipment; move and lift patients; make accurate observations and assess patients' needs; work "on call" as needed to provide services; deal with difficult and/or uncooperative patients/clients; understand and follow technical oral and written directions; tolerate exposure to blood, sores, offensive odors, and poor sanitary and hygiene conditions in patients' homes; prepare records and reports; act as team leader over subordinate personnel in the provision of services to patients; develop and implement a nursing care plan; use microcomputer software.

7. The above statements are accurate and complete.

Date: 4/5/21

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:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Health	DIVISION/UNIT (NUMBER):
A. NEW POSITION REQUEST	
1. Position Title Requested:	
2. Bargaining Unit: <input type="checkbox"/> CO-OP <input type="checkbox"/> Highway <input type="checkbox"/> Silver Star <input type="checkbox"/> Deputies <input type="checkbox"/> OCPA <input type="checkbox"/>	
3. a. Bargaining Unit – Hourly Rate from Grade plan: _____	Grade: _____
b. Management or OCPA – Salary Requested: _____	Grade: _____
4. Percent of Federal and or State Reimbursement: _____	Fringe Reimbursed: <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Justification of Need (Use additional sheets as necessary):	
6. Complete New Position Duties Statement (p. 3 & 4).	
B. RECLASSIFICATION REQUEST	
1. Present Title: PHN	2. Position #: 418918801 & 418918802
3. Present Salary/Hourly Rate: \$26.81	Grade: 13
4. Requested Title: Sr. PHN	
5. Requested Salary: \$28.88/hr	
a. Bargaining Unit: CO-OP	Hourly Rate: \$28.88
b. Management or OCPA – Salary Requested: _____	Grade: 14
6. Percent of Federal and/or State Reimbursement: 0%	Fringe Reimbursed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Justification of Need (use additional sheets as necessary): At this time, Hospice is in a critical situation to recruit and retain nursing staff. Experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 pay per hour. Our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice created a revenue of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay increase revenue. This position is pivotal in the smooth operation of the Hospice Program, and its future growth. The Hospice Nurse Case Manager plans and delivers care to patients utilizing the nursing process of assessment, planning, interventions, implementation, and evaluation; and effectively interacts with patients, significant others, and other interdisciplinary team members while maintaining standards of professional nursing and clinical competency.	
8. Complete New Position Duties Statement (p. 3 & 4).	

C. POSITION DELETION		
1. Title to be Deleted:		
2. Position #	3. Salary Savings: (See attached the memo)	
4. Reason for Deletion:		

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OSWEGO COUNTY DEPARTMENT OF PERSONNEL

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 Administration	LOCATION OF POSITION 70 Bunner Street
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:		
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5%	Sets up and staffs prevention and immunization health clinics including administering vaccines, taking patient history, and conducting screening physicals	
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3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Becky Miller	SPHN	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
William Beaudry	HHA	General
Carrie Pitcher	LPN	General

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

NAME	TITLE	LOCATION OF POSITION

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

Education: ☐ High School _____ years

☒ College 4 years, with specialization in BS Nursing Science

☐ Other _____ years, with specialization in _____

Experience (list amount and type): Education, specialized background, training and experience.

Graduation from a regionally accredited or NYS registered college or university with a bachelor's degree in nursing and one year of professional acute care nursing experience.

Current valid license and registration to practice as a Registered Professional Nurse in NYS and one (1) year of professional acute care nursing experience.

Essential knowledge, skills, and abilities: Summary of full performance level characteristics.

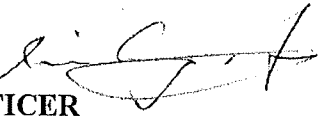
GOOD KNOWLEDGE OF: geography of the area; social conditions of the area; current professional nursing principles, practices, and procedures, community resources and programs

ABILITY TO: apply current professional nursing techniques in providing care; communicate effectively, both orally and in writing; develop and maintain effective working relationships; accept and use guidance; use medical equipment such as blood pressure cuff, stethoscopes, syringes, sphygmomanometer, glucometer, catheters, and venipuncture equipment; move and lift patients; make accurate observations and assess patients' needs; work "on call" as needed to provide services; deal with difficult and/or uncooperative patients/clients; understand and follow technical oral and written directions; tolerate exposure to blood, sores, offensive odors, and poor sanitary and hygiene conditions in patients' homes; prepare records and reports; act as team leader over subordinate personnel in the provision of services to patients; develop and implement a nursing care plan; use microcomputer software.

7. The above statements are accurate and complete.

Date: 4/5/21

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:

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Health	DIVISION/UNIT
A. NEW POSITION REQUEST	
1. Position Title Requested:	
2. Bargaining Unit: <input type="checkbox"/> CO-OP <input type="checkbox"/> Highway <input type="checkbox"/> Silver Star <input type="checkbox"/> Deputies <input type="checkbox"/> OCPA <input type="checkbox"/>	
3. a. Bargaining Unit – Hourly Rate from Grade plan: _____	Grade: _____
b. Management or OCPA – Salary Requested: _____	Grade: _____
4. Percent of Federal and or State Reimbursement: _____ Fringe Reimbursed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Justification of Need (Use additional sheets as necessary):	
6. Complete New Position Duties Statement (p. 3 & 4).	
B. RECLASSIFICATION REQUEST	
1. Present Title: Registered Nurse	2. Position #:418919401
3. Present Salary/Hourly Rate: \$22.95	Grade: 11
4. Requested Title: Sr. RN (Hospice)	
5. Requested Salary: _____	
a. Bargaining Unit: CO-OP	Hourly Rate: \$26.81 Grade: 13
b. Management or OCPA – Salary Requested: _____	Grade: _____
6. Percent of Federal and/or State Reimbursement: 0% Fringe Reimbursed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7. Justification of Need (use additional sheets as necessary): At this time, Hospice is in a critical situation to recut and retain nursing staff. Experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 pay per hour. Our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice created a revenue of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay increase revenue. This position is pivotal in the smooth operation of the Hospice Program, and its future growth. The Hospice Nurse Case Manager plans and delivers care to patients utilizing the nursing process of assessment, planning, interventions, implementation, and evaluation; and effectively interacts with patients, significant others, and other interdisciplinary team members while maintaining standards of professional nursing and clinical competency.	
8. Complete New Position Duties Statement (p. 3 & 4).	

C. POSITION DELETION		
1. Title to be Deleted:		
2. Position #	3. Salary Savings: (See attached the memo)	
4. Reason for Deletion:		

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 DEPARTMENT OF PERSONNEL

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 Administration	LOCATION OF POSITION 70 Bunner Street
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested:		
PERCENT OF WORK TIME		
10%	Assesses patient nursing care needs and prepares, implements, and evaluates the nursing care	
10%	Oversees the work of Licensed Practical Nurses and Home Health Aides providing support services to patients on caseload	
10%	Gives skilled nursing care and prescribed treatments to patients in their homes and demonstrates nursing care to patients and families	
10%	Identifies physical and emotional illness of patients through observation and analysis of records	
10%	Coordinates plans for care with nutritionists, social workers, physical therapists, physicians, and other professional health workers concerned with individual and family health care	
10%	Counsels and guides individuals and families in the prevention of illness and the attainment of maximum health	
10%	Prepares and maintains a variety of essential nursing care records and reports	
5%	Attends in-service training to keep abreast of current nursing techniques and procedures	
5%	Confers with supervisor, medical doctors and attends staff meetings on patient care issues;	
10%	Instructs patient and family members regarding patient's diet, health habits, rehabilitation measures, death and in-home treatments	
5%	Provides support services to hospice program patients, if assigned, to ensure physical and mental needs are addressed	
5%	Participates in emergency preparedness Drills and real-world emergencies, other duties as assigned.	

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

NAME	TITLE	TYPE OF SUPERVISION
Becky Miller	SPHN	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
William Beaudry	HHA	General
Carrie Pitcher	LPN	General

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

NAME	TITLE	LOCATION OF POSITION
------	-------	----------------------

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

Education: ☐ High School _____ years
☒ College 2 years, with specialization in AAS Nursing Science
☐ Other _____ years, with specialization in _____

Experience (list amount and type): Education, specialized background, training and experience.

Education, specialized background, training, and experience.

Current valid license and registration to practice as a Registered Professional Nurse in NYS and one (1) year of professional acute care nursing experience.

Essential knowledge, skills, and abilities: Summary of full performance level characteristics.

GOOD KNOWLEDGE OF: geography of the area; social conditions of the area; current professional nursing principles, practices, and procedures, community resources and programs

ABILITY TO: apply current professional nursing techniques in providing care; communicate effectively, both orally and in writing; develop and maintain effective working relationships; accept and use guidance; use medical equipment such as blood pressure cuff, stethoscopes, syringes, sphygmomanometer, glucometer, catheters, and venipuncture equipment; move and lift patients; make accurate observations and assess patients' needs; work "on call" as needed to provide services; deal with difficult and/or uncooperative patients/clients; understand and follow technical oral and written directions; tolerate exposure to blood, sores, offensive odors, and poor sanitary and hygiene conditions in patients' homes; prepare records and reports; act as team leader over subordinate personnel in the provision of services to patients; develop and implement a nursing care plan; use microcomputer software.

7. The above statements are accurate and complete.

Date: 5/1

Title: Director of Public Health

Signature: [Signature]

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

POSITION REQUEST/DELETE BUDGET FORM**DEPARTMENT:** Health**DIVISION/UNIT (NUMBER):****A. NEW POSITION REQUEST**

1. Position Title Requested:

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

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

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

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

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: RN

2. Position #:418919404

3. Present Salary/Hourly Rate: 22.95 Grade: 11

4. Requested Title: Sr. RN (Hospice)

5. Requested Salary: _____

a. Bargaining Unit: CO-OP Hourly Rate: \$26.81 Grade: 13

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

6. Percent of Federal and/or State Reimbursement: 0% Fringe Reimbursed: ☐ Yes ☒ No

7. Justification of Need (use additional sheets as necessary): At this time, Hospice is in a critical situation to recruit and retain nursing staff. Experience has shown extreme difficulty getting Registered Nurses applications and when we are able to interview RN's most decline the positions due to salary structures, most report a loss of pay of \$17-\$20 pay per hour. Our 2020 patient numbers were down due to COVID and lack of staffing. Our last completely compiled year of financials (2019), Hospice created a revenue of \$257,242. Hospice is paid on a daily rate rather than per visit. Increase length of stay increase revenue. This position is pivotal in the smooth operation of the Hospice Program, and its future growth. The Hospice On-call nurses care for patients and family's during holiday, nights and weekends, they plan and delivers care to patients utilizing the nursing process of assessment, planning, interventions, implementation, and evaluation; and effectively interacts with patients, significant others, and other interdisciplinary team members while maintaining standards of professional nursing and clinical competency.

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

C. POSITION DELETION		
1. Title to be Deleted:		
2. Position #	3. Salary Savings: (See attached the memo)	
4. Reason for Deletion:		

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 DEPARTMENT OF PERSONNEL

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
Administration

LOCATION OF POSITION
70 Bunner Street

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

Title requested:

PERCENT OF WORK TIME	
10%	Assesses patient nursing care needs and prepares, implements, and evaluates the nursing care
5%	Oversees the work of Licensed Practical Nurses and Home Health Aides providing support services to patients on caseload
10%	Gives skilled nursing care and prescribed treatments to patients in their homes and demonstrates nursing care to patients and families
10%	Identifies physical and emotional illness of patients through observation and analysis of records
5%	Coordinates plans for care with nutritionists, social workers, physical therapists, physicians, and other professional health workers concerned with individual and family health care
10%	Counsels and guides individuals and families in the prevention of illness and the attainment of maximum health
10%	Prepares and maintains a variety of essential nursing care records and reports
10%	Attends in-service training to keep abreast of current nursing techniques and procedures
10%	Confers with supervisor, medical doctors and attends staff meetings on patient care issues;
10%	Instructs patient and family members regarding patient's diet, health habits, rehabilitation measures, death, and in-home treatments
10%	Provides support services to hospice program patients, if assigned, to ensure physical and mental needs are addressed

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

NAME	TITLE	TYPE OF SUPERVISION
Becky Miller	SPHN	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
William Beaudry	HHA	General
Carrie Pitcher	LPN	General

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
Crystal Decker	PHN	Hospice - Health

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

Education: ☐ High School _____ years
☒ College 2 years, with specialization in AAS Nursing Science
☐ Other _____ years, with specialization in _____

Experience (list amount and type): Education, specialized background, training, and experience.

Education, specialized background, training, and experience.

Current valid license and registration to practice as a Registered Professional Nurse in NYS and 1 year of professional acute care nursing experience

Essential knowledge, skills, and abilities: Summary of full performance level characteristics.

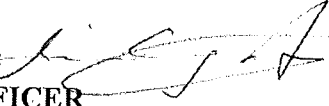
GOOD KNOWLEDGE OF: geography of the area; social conditions of the area; current professional nursing principles, practices, and procedures, community resources and programs

ABILITY TO: apply current professional nursing techniques in providing care; communicate effectively, both orally and in writing; develop and maintain effective working relationships; accept and use guidance; use medical equipment such as blood pressure cuff, stethoscopes, syringes, sphygmomanometer, glucometer, catheters, and venipuncture equipment; move and lift patients; make accurate observations and assess patients' needs; work "on call" as needed to provide services; deal with difficult and/or uncooperative patients/clients; understand and follow technical oral and written directions; tolerate exposure to blood, sores, offensive odors, and poor sanitary and hygiene conditions in patients' homes; prepare records and reports; act as team leader over subordinate personnel in the provision of services to patients; develop and implement a nursing care plan; use microcomputer software.

7. The above statements are accurate and complete

Date: 4/5/91

Title: Director of Patient Services

Signature: 

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

RESOLUTION NO. 079

**RESOLUTION INCREASING AUTHORIZATION OF
CAPITAL PROJECT NO. 85 – AIRPORT TERMINAL CONSTRUCTION**

By Legislator Stephen Walpole:

WHEREAS, this body has heretofore established Capital Project No. 85 – Airport Terminal Construction with a maximum authorization of \$1,200,000, and

WHEREAS, the bids for the project came in higher than anticipated, and

WHEREAS, the construction of the Airport Terminal is vital to the continued development of the Oswego County Airport.

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$600,000 from Capital Project No. 192 – Volney Sewer District to Capital Project No. 85 – Airport Terminal Construction, and that the following project is hereby authorized for the maximum expenditure as indicated.

<u>Capital Project</u>	<u>Total Authorization</u>
CP No. 85 – Airport Terminal Construction	\$1,800,000

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 17 NO: 5 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 079 of 2021

H 529000 85	\$600,000.00
H 450310 85	(\$600,000.00)
H 450310 192	\$600,000.00
H 529000 192	(\$600,000.00)



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: To increase the authorization level of Capital Project No. 85 for the purpose of constructing a new Terminal Building at the Oswego County Airport.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the level of Capital Project #85 be increased by \$600,000 to an authorization level of \$1,800,000 to cover the cost of the building construction, through a transfer from Capital Project # 192, Volney Sewer District

SUMMARY: This increase is necessary to progress this project to construction. This increase is based on the bid results received on March 16th, 2021.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the increase of Capital Project # 85 – Airport Terminal Construction.

03/25/2021
Date

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

ACCOUNT NUMBER			ACCOUNT NUMBER			
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	
H	529000	85				Increase authorization of CP#85 - Airport Terminal
			H	450310	85	Construction to \$1,800,000. This increase will be funded through a transfer of funds from CP#192 Volney Sewer District
H	450310	192				District
			H	529000	192	
						TOTAL AMOUNT
						-

Handlungsfelder

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 080

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0121
HENDERSON ROAD BRIDGE OVER LINDSEY CREEK**

By Legislator Stephen Walpole:

WHEREAS, the Henderson Road bridge over Lindsey Creek, BIN 3209280, in the Town of Sandy Creek, Oswego County, New York has several bridge superstructure components that are not functioning as originally designed, and

WHEREAS, this bridge received two Red Structural Flags and one Yellow Structural Flag in 2020. The bridge had to be posted for 18 Tons as a temporary solution to keep the bridge open. Due to the condition of the steel the Highway Department has decided to replace the entire superstructure, and

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 \$200,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0121 Henderson Road bridge over Lindsey Creek.

Capital Project No. B0121

Total Authorization

Bridge – Henderson Road Bridge
over Lindsey Creek

\$200,000

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 080 of 2021

H 450310 B0121

(\$200,000.00)

H 529000 B0121

\$200,000.00

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

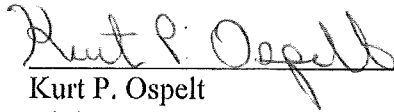
INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the Henderson Road bridge over Lindsey Creek, BIN 3209280, in the Town of Sandy Creek, Oswego County, New York.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0121 with an authorization level of \$200,000 for the replacement of the Henderson Road bridge over Lindsey Creek.

SUMMARY: This project is necessary to begin work on replacing the superstructure of the bridge. The bridge received two Red Structural Flags and one Yellow Structural Flag in 2020. The bridge had to be posted for 18 Tons as a temporary solution to keep the bridge open. Due to the condition of the steel the entire superstructure needs to be replaced or the bridge will continue to be flagged and eventually will have to be closed to traffic.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0121.


Kurt P. Ospelt
Highway Superintendent

03/25/2021
Date

COUNTY OF OSWEGO

TOTAL AMOUNT

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 081

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0221
HALLADAY ROAD BRIDGE OVER LITTLE SALMON RIVER**

By Legislator Stephen Walpole:

WHEREAS, the Halladay Road bridge over Little Salmon River, BIN 3208970, in the Town of Mexico, Oswego County, New York has several bridge superstructure components that are not functioning as originally designed, and

WHEREAS, this bridge received a Yellow Structural Flag in 2020. Due to the condition of the steel the Highway Department has decided to replace the entire superstructure, and

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 \$250,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0221 Halladay Road bridge over Little Salmon River.

LEGISLATURE
COUNTY
OSWEGO

Capital Project No. B0221

Total Authorization

Bridge – Halladay Road Bridge
over Little Salmon River

\$250,000

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 081 of 2021

H 450310 B0221

(\$250,000.00)

H 529000 B0221

\$250,000.00



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

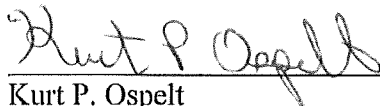
INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the Halladay Road bridge over Little Salmon River, BIN 3208970, in the Town of Mexico, Oswego County, New York.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0221 with an authorization level of \$250,000 for the replacement of the Halladay Road bridge over Little Salmon River.

SUMMARY: This project is necessary to begin work on replacing the superstructure of the bridge. The bridge received a Yellow Structural Flag in 2020. Due to the condition of the steel the entire superstructure needs to be replaced or the bridge will continue to be flagged and eventually will have to be closed to traffic.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0221.


Kurt P. Ospelt
Highway Superintendent

03/25/2021
Date

COUNTY OF OSWEGO

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
H	450310	B0221				Establish CP#B0221 - Halladay Road Bridge over	(250,000.00)
						Little Salmon River T of Mexico BIN 3208970	
			H	529000	B0221	This project will be funded through a transfer of funds from	250,000.00
						Capital Reserve #16 - Bridges	
TOTAL AMOUNT							-

COMMITTEE SIGNATURES

DATE

$\frac{1}{10} \times \frac{16}{15} = \frac{16}{150}$

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

RESOLUTION NO. 082

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOLID WASTE ERF TURBINE**

By Legislator Stephen Walpole:

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

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

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**CL 159900
CL8161 542200**

Res. 082 of 2021

**(\$130,000.00)
\$130,000.00**



Oswego County Department of Solid Waste

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

MEMORANDUM

To: Infrastructure, Facilities and Technology Committee

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

Re: ERF Turbine Repairs

Date: March 23, 2021

Turbine Generator number 2 is down for its 5-year inspection. This turbine has been in service for over 35 years. The inspection has revealed significant steam erosion to the case, diaphragms, and locking rings on the rotor that must be repaired.

I am therefore requesting a budget modification to transfer \$130,000 from Solid Waste Unappropriated Fund Balance into Repairs & Maint Equip (8161.542200) to cover the costs of these repairs.

COUNTY OF OSWEGO

BUDGET MODIFICATION

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJECT	ORG	OBJECT	PROJECT		
CL	159900					Unappropriated Fund Balance - DSW	\$ (130,000.00)
			CL8161	542200		Repairs & Maint Equip	130,000.00
TOTAL AMOUNT							-

COMMITTEE SIGNATURES DATE

by
Noted
10/1/12
10/1/12
10/1/12
Kare Hughes

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

RESOLUTION NO. 083

**RESOLUTION APPOINTING MEMBERS TO THE OSWEGO COUNTY SOLID
WASTE MANAGEMENT BOARD**

By Legislator Stephen Walpole:

WHEREAS, Local Law #3 of 2008 establishes that the membership of the Oswego County Solid Waste Management Board shall be appointed annually by the Legislature.

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

RESOLVED, that the following named persons be, and hereby are, appointed members of the Oswego County Solid Waste Management Board for terms to expire December 31, 2021.

OSWEGO COUNTY LEGISLATURE

Mr. Lee McMillen Hannibal
Mr. Robert Marino, Richland
Hon. James Weatherup, as Chairman of Legislature
Hon. Linda Lockwood, Volney
Ms. Sandra Green, Volney
Mr. David Neuner, Novelis
Ms. Jennifer Jordan, Attis Ethanol Plant
Mr. Herman Jordal, Felix Schoeller
Mr. Todd Butler, Butler Disposal Systems
Hon. Stephen Walpole, as Chairman of the Infrastructure Committee
Mr. Kurt Ospelt, County Superintendent of Highways
Mr. Thomas Kells, Oswego City DPW Commissioner
Mr. Mark Powell, Director of Solid Waste Programs

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 21 NO: 0 ABSENT: 3 ABSTAIN: 1

RESOLUTION NO. 084

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
SOLID WASTE (ERF) TRANSFER FROM INSURANCE RECOVERY TO
AUTOMOTIVE SUPPLIES & REPAIRS**

By Legislator Stephen Walpole:

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

RESOLVED, that the County Treasurer be, and 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 VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 084 of 2021

**A1325 426800
CL8161 544100**

**(\$6,768.00)
\$6,768.00**



Oswego County Department of Solid Waste

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

MEMORANDUM

To: Infrastructure and Facilities Committee

Regarding: Budget Modification Insurance Recovery Fund

From: Mark Powell, Director of Solid Waste

Date: March 23, 2021

The Department of Solid Waste has recovered \$6,768 from the New York Municipal Insurance Reciprocal to cover the cost of repairs for a vehicle that was involved in an accident.

The department is requesting a transfer from the Insurance Recovery Fund A1325.426800 to the ERF Automotive Supplies & Repairs account CL8160.544100.

From

COMMITTEE SIGNATURES

DATE

5/14

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11

[illegible]

DATE _____

RESOLUTION NO. 085

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT
ERF PLC UPGRADE**

By Legislator Stephen Walpole:

WHEREAS, The Oswego County Department of Solid Waste desires to establish a professional services contract to upgrade the current Programable Logic Control (PLC) at the Energy Recovery Facility; and

WHEREAS, the current PLC is obsolete, failing, and no longer supported; and

WHEREAS, The Department of Solid Waste has determined it is in the best interest of Oswego County to replace the existing proprietary Modicon Software with the new proprietary successor Eco Structure Control Expert Software and associated hardware; now therefore be it

RESOLVED, that on the recommendation of the Infrastructure, Facilities and Technology Committee, the County of Oswego awards a professional service contract for upgrading the PLC to Schneider Electric of Tonawanda, NY in the amount of \$ 424,658.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE



Oswego County Department of Solid Waste

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

MEMORANDUM

To: Infrastructure, Facilities and Technology Committee

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

Re: ERF PLC Upgrade

Date: March 23, 2021

The Programmable Logic Control (PLC) is the control system at the ERF that is used to operate the facility. This system consists of a Central Processing Unit (CPU) and 16 I/O drops connected via coaxial cable. The current PLC is obsolete, failing, and unsupported. The CPU has been in service since 1999, has not been commercialized since 2015, and the proprietary software (Modicon) was purchased by Schneider Electric Systems USA Inc. which is no longer supported. I/O drops 2-7 have been in service since 1985, have not been commercialized since 1996, and are no longer supported.

Attached is a proposal from Schneider Electric to replace the existing Modicon software with the new EcoStructure Control Expert software, convert the existing programming to the new format, replace the existing CPU, and replace all 16 I/O drops.

I am therefore requesting approval to award a contract to Schneider Electric, as the sole proprietary source, to upgrade the existing PLC at the ERF for \$424,658.

Proposal for:

Oswego County Energy Recovery Facility

Fulton, NY

Attn: Mark Powel – Director

Cc Joe Wilhelm

CC Kaman Industries

245 Cooper Avenue
Suite 100
Tonawanda, NY 14150 |
716-481-9157 cell
steve.klein@kdqcorp.com

Project:

Oswego County ERF - Hot Standby PLC to M580 HSBY upgrade

System:

Hot Standby PLC to M580 HSBY upgrade

ISSUED BY : Schneider Electric Systems USA, Inc.

ISSUED DATE : 03/25/2021

RFQ REF. : Verbal

PROPOSAL NO. : 1711-3401299.02

REV. NO. : 2

Schneider Electric Contact:

Name: Ewa Michalowski

Title: Client Sales Executive

Mobile: 508-298-9274

E-mail: ewa.michalowski@se.com

Proprietary Disclaimer:

This proposal contains technical and business information that is confidential and proprietary to Schneider Electric. It is provided to the customer solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Schneider Electric.

Cybersecurity Portal:

As Cyber threats intensify, Schneider Electric has introduced a new portal which will greatly help our customers to stay informed of all cyber security threats impacting our offers. The portal lists all security threats impacting our offers. Customers can sign up to receive updates twice a month.
<https://www.schneider-electric.com/en/work/support/cybersecurity/security-notifications.jsp>

Revision History:

Rev.	Date	Subject	Prepared by
0	11/20/2017	Initial proposal	Sharon Risenhoover
1	03/05/2021	Price update to 2021 rates add HMI	Sharon Risenhoover
2	03/25/2021	Update as per job walk comments	Govinda Nevara

Basis of Proposal:

This proposal is based on information provided by the customer.

- PLC program OswegoERF.pws provided by the customer
- Digital pictures obtained from a site visit
- Request for Quote Verbal
- Verbal and written communications between the Oswego County Department of Solid Waste and Schneider Electric

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1. EXECUTIVE SUMMARY

Schneider Electric Systems USA Inc. ("Schneider Electric") is pleased to submit this proposal for the Oswego County ERF - Hot Standby PLC to M580 HSBY upgrade in Fulton, NY. This proposal includes hardware, software, and the associated engineering services.

The main objective of this project is to modernize a legacy control system with two legacy I/O platform to the latest technology. This proposal will include installation and commissioning by Schneider Electric (Modicon) Delivery professionals performed in a manner which will minimize disruptions to normal facility operations. Schneider Electric shall provide engineering, installation, commissioning, project management, supervision, new equipment and associated materials for the control system. You will place your purchase order through Kaman Industries an authorized IAD Channel Partner for Schneider Electric.

PROJECT NARRATIVE

The ERF is a 200 Ton Per Day (TPD) Waste to Energy conversion facility. It converts municipal solid waste to usable energy while preserving landfill space. The facility sells steam produced by the facility and generates electricity with the facility's Steam Turbine Generators. The electricity produced is first used to power the facility and any excess sold to the local utility. The facility consists of two process trains. Each train includes two 50 TPD Incinerators, one Heat Recovery Steam Generator (boiler), a flue gas Scrubber, a Baghouse and an exhaust flue (stack). The facility operates 24 hours per day, seven days per week, 365 days per year. This upgrade will be scheduled around a planned Shutdown not to exceed (5) business days.

EXISTING CONTROL SYSTEM

The existing control system is a Quantum 140CPU42402 logic redundant Hot stand By system Running 984 ladder software. The Quantum rack includes one 140NOE77101 Ethernet communications module. The S908 remote IO consists of 6 drops of 800 series and 9 drops of Quantum IO.

PROJECT JUSTIFICATION

This project costs will be partially justified by reducing the number of unplanned system outages caused by current intermittent S908 communications. The current system components have all been either obsoleted or have been announced for end of commercialization. All networks will be replaced with Ethernet which will eliminate nuisance tripping which will have a positive impact to production uptime. End user must request state legislature capital project funding.

Schneider Electric has prepared this proposal based on our understanding of the project requirements. We would be happy to provide further details and clarify any questions you may have. Thank you for considering Schneider Electric as your technology partner and solution provider!

Thank you for considering Schneider Electric Systems USA Inc. ("Schneider Electric") to assist you with the Hot Standby PLC to M580 HSBY - Oswego County ERF in Fulton, NY. The attached proposal outlines the solution and services we will provide.

Schneider Electric offers a proven process to modernize your control system. We have the experience necessary to provide a solution that minimizes risk, downtime and cost, and allows you to quickly take advantage of new levels of productivity.

Please contact me for additional information or questions regarding this proposal.

Sincerely,

Ewa,

Ewa Michalowski

Client Sales Executive
508-298-274
Ewa.michalowski@se.com

Michael Thurn

Automation Solutions Executive Modicon
(440) 340-8152
michael.thurn@se.com

1.1 PROJECT OVERVIEW

The main scope of this project is to upgrade the existing PLC system to the Modicon M580 platform. Schneider Electric will import the existing PLC program into the Control Expert software platform and manually implement logic for functions that will not import to enable the program to "Build" in a Unity CPU. Schneider Electric shall provide engineering, installation, commissioning, project management, control hardware, and software. The scope of this project includes the following systems:

- The existing CPU including the program and related 800 and Quantum series I/O system shall be replaced.

The existing 800 and Quantum Series I/O will be upgraded to M580 I/O utilizing Schneider Electric's proprietary Swingarm and Quick-Fit Cable assemblies which reduce the amount of downtime needed and prevent wiring errors associated with manual I/O module re-wiring.

No additions to the Wonderware are included in this proposal

PROPOSED CONTROL SYSTEM

Schneider services will replace the entire system with M580 4040 level Hot Standby system and x80 I/O. Evolution quick wiring adapters to be used on all 800 series I/O drops. Schneider Electric Services to also rewire all Quantum I/O to new x80 I/O using the Wiring Harness Technology eliminating all I/O validation requirements & our team will replace existing NOE communications with BMENOC0301.

Drop 12 and 13, the 140DDO84300 is being replaced with the BMXDDO1602, customer to confirm signal requirements for this module.

Customer responsible to run copper Ethernet cabling to all drops and provide Ethernet loop configuration. Distances verified to be within 100m making copper acceptable.

2. SCOPE OF SUPPLY

2.1 HARDWARE SCOPE

The following table summarizes the main hardware scope of supply for this project. Detailed bill of materials can be found in a later section.

Hardware Category	Hardware to be Supplied
Controllers and Gateways	Modicon M580 HSBY Controller
I/O Card Modules	Modicon X80 I/O using Schneider Electric's proprietary Swingarm and Quick-Fit Cable assemblies which reduce the amount of downtime needed and prevent wiring errors associated with manual I/O module re-wiring for 800 series, Quantum will be rewired.
Cabinets	The existing PLC cabinets will be retrofitted with new hardware.
Operator Interface	None included.
Control Network	Ethernet Modbus TCP/IP
Servers and Workstations	None included.
Monitors and Displays	None included.
Other Equipment	None included.

2.2 SOFTWARE SCOPE

The following table summarizes the main software scope of supply for this project. Detailed bill of materials and quantities can be found in a later section.

Software Category	Software Licenses to be Supplied
Control Software	EcoStruxure™ Control Expert (formerly known as Unity Pro) XL Group User License.

2.3 PROJECT SERVICES

The proposed services for the project management and engineering efforts are described within this section.

2.3.1 Summary of Project Services

The following table summarizes the project service deliverables for this project. Detailed descriptions are following.

Project Services	Summary of Services
Project Management	
Kickoff Meeting	Yes, via teleconference
Status Meetings	Yes, monthly via teleconference
Configuration	
PAC / PLC	Yes, includes 1 program
SCADA	Not included
Historian / Reporting	Not included
Factory Acceptance Testing (FAT)	
Location of FAT	Schneider Electric facility TBD
Duration of FAT	1 consecutive business days (8-hour days)
Application Testing	Yes
Site Services	
Installation & Commissioning QWA's	140 man-hours (10-hour days) and 3 trips to the site
On-site Work Schedule	Normal working hours between the hours of 6:00 am and 6:00 pm local time, Monday – Friday, excluding holidays
Travel and Living Expenses	Estimated travel and living expenses are included.
Training	
Onsite Training	Optional, not included in base bid – Customer to purchase 2-day informal Training
Offsite Training	Optional, not included in base bid
Documentation	
Functional Design Specification	Not included
Test Plans	Yes, FAT and Commissioning

Project Services	Summary of Services
CAD Drawings	Yes, updates to existing drawings up as required to update 23 Racks, 175 I/O Modules
Documentation Revision Cycles	1 revision cycle(s) shall be allowed

2.3.2 Project Management

Schneider Electric believes in involving the customer in all phases of a project from investigation through start-up and training. We will facilitate this involvement, as we believe it essential in gaining customer support. The project team will strive to achieve a high level of customer satisfaction and being part of the team from start to finish leverages the knowledgebase of the customer towards this goal.

Schneider Electric will assign a Project Manager (PM) to provide oversight of all work included in the final agreed upon scope of work. The Project Manager will provide the customer with a single point of responsibility for:

- Project execution
- Resource planning and control
- Technical issue management
- Dispatch of commercial issues as appropriate

Schedule

At the start of the project, the PM will work with the customer to develop a project schedule. Any changes to the schedule will be communicated to the customer in a timely manner.

Meetings

Schneider Electric will participate in a project kickoff meeting and periodic meetings to discuss project schedule, deliverables, open issues and other project information. Meetings may be onsite or via teleconference, depending on the project plan, resource availability, and the project budget.

Administration

Schneider Electric will provide administrative services to ensure project material and transactions are executed properly and in a timely fashion to meet project deadlines.

Change Management

Schneider Electric will identify and document any changes to the project scope, duration, assumptions, deliverables, pricing, or approach. Schneider Electric will determine the impact of

the change on the project's budget and schedule. Changes shall be mutually agreed upon and approved by both Schneider Electric and the customer before being implemented.

2.3.3 Configuration Services

2.3.3.1 PAC Configuration

The existing Modicon PLC Program will be imported to the EcoStruxure™ Control Expert (formerly known as Unity Pro) Software platform.

- The customer will provide Schneider Electric with an electronic copy of the current operational version of the program.
- The customer shall supply communication network drawings and information on all equipment connected to this network (e.g., SCADA, HMIs, measurement units, etc.).
- Any changes or modifications made after delivery to Schneider Electric must be communicated to Schneider Electric immediately or the changes will not be a part of the conversion.
- The initial conversion process will take place at a Schneider Electric facility.
- Schneider Electric will import the program, and manually program logic that will not import to enable the program to load in a CPU.
- Schneider Electric is not responsible for converting custom loadables unless first identified to be used in program by the customer. If loadables are to be converted, the customer must furnish the source code for review.
- Schneider Electric will modify the I/O map.
- Schneider Electric is not responsible for programming mistakes in the original program. Time required for debug and corrections shall be added to the customer's cost.
- Schneider Electric will deliver the revised program file in electronic format in the most recent released version of the software.

2.3.4 System Cabinets

The existing PLC cabinets will be retrofitted with new hardware. Schneider Electric will prepare and submit a bill of material for the customer approval. Loose hardware will be delivered to the customer site. The customer shall take delivery of the new hardware and allocate a staging area for equipment.

2.3.5 Factory Acceptance Test (FAT)

Schneider Electric will perform the Factory Acceptance Test (FAT) according to the agreed upon factory acceptance criteria and approved FAT test procedures. FAT will take place at a Schneider Electric facility.

Schneider Electric will perform the following activities:

- Deliver the control system hardware to the FAT facility for testing.
- Assemble the hardware and prepare the facility for testing.
- Prepare a test bed to confirm the wiring for all inputs and outputs during the FAT.
- Install/load the application programs and verify the configuration.
- Check proper communications between devices.
- Perform specific tests as defined in the approved FAT test procedures.

Attendance by the customer at FAT is optional. Should the customer choose to attend, travel expenses incurred by the customer are the responsibility of the customer.

Any non-conformances with the factory acceptance criteria are documented in a non-conformance report. A test report showing the results will be provided within two weeks of completing the FAT.

2.3.6 Installation

Schneider Electric will provide staffing to retrofit the existing control panel(s) with the new control hardware.

- Schneider Electric shall perform the following installation tasks:
 - Prepare the site and utilize proper lock out/tag out procedures.
 - Remove old hardware from existing control panel(s).
 - Install new hardware into existing control panel(s).

- Route short run communication cable within the cabinet and connect to the appropriate interface.
 - Connect power sources and network cables as required.
- Customer is responsible for the following:
 - Provide and install long run network cabling and conduit (if required). This must be completed prior to Schneider Electric performing any installation services at the customer's site.
 - Dispose of the old hardware.
 - Provide an adequate staging area for the new equipment.
 - Supply additional site lighting if needed.
- Schneider Electric will require that the customer supply skilled technicians that can augment the Schneider electric installation team in the following areas:
 - Rigging services for all equipment component removals and installations above shoulder height (5 feet).
 - Electrical and or Mechanical Maintenance services that cannot be performed with standard hand tools. This shall include (but not be limited to) items such as welding services and special metal fabrications that may be required to install standard components to non-standard supports.
 - Piping and process system isolation services that will be required during safe subsystem component testing.
 - Process expert(s) who can sign-off on satisfactory completion of full system tests.
 - Qualified technician during the onsite equipment installation to verify and switch all electrical power.
 - Coordination of all power outages and responsibility for any related costs.
 - Supply, operate and maintain all standard building services, such as electric power, lighting, water, air conditioning and access to sanitary facilities throughout the duration of this project. Schneider Electric will need a suitable source of 120 volts AC power and lighting for our use during the installation. Backup and auxiliary sources for these systems are not included in this proposal.

2.3.7 Commissioning

Schneider Electric will commence commissioning with the powering on of equipment, loading of new application programs, and initial testing of communication links between devices. Following the initial start-up Schneider Electric will verify proper operation of the new application programs.

If a problem is identified during testing, Schneider Electric will identify the cause, correct the problem, and document the issue. If no errors are noted, Schneider Electric will verify with the customer that the system is operating properly. The customer will be asked to sign completion documents, unless additional Site Acceptance Testing is required.

- Customer shall be responsible for system process control and field devices. If errors are noted with the field devices, the customer shall be responsible for troubleshooting the field devices and correcting the problem.
- If additional time is required due to delays not caused by Schneider Electric, it will be provided on a Time and Material basis according to the attached Time and Material Pricing Guidelines.

2.3.8 Documentation

Schneider Electric will provide the following documentation.

- Test Plans
 - FAT (Communication to Wonderware) Customer to provide PC with Wonderware installed for testing.
- Software applications
 - Programs will be provided in the most recent released version of the software.
- PLC Replacement Drawings
 - Drawings typically include:
 - Title Sheet
 - Bill of Material Sheet
 - System/Network Overview Sheet
 - Rack Layout Sheet (1-2 racks per sheet)
 - Rack Communications/Connections Sheet
 - I/O Module sheet (1-2 modules per sheet) – details the wiring to the module and typically includes labeling for inputs/outputs. Field devices are typically not included but can be provided at additional costs.

2.3.9 Preliminary Project Schedule

Project schedule will be determined upon PO receipt and kickoff meeting. Per Customer Installation tentatively scheduled for last week of August/1st week of September

3. BILL OF MATERIAL

3.1 HARDWARE

The following hardware will be delivered to the customer.

PAC Hardware

Cat#	Qty	Description
		HSBY
BMEH584040K	1	M580 HSBY Lvl4 Kit (2 CPUs + 2 RJ45 SFP)
490NTW00005U	1	ETHERNET SFTP 5M CORD CABLE W/UL
BMEXBP0400	2	4 slots Ethernet backplane
BMENOC0301	2	3-PORT ETH COM X80 MODULE
BMXCPS4002	2	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
		Drop2 Rack1
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
990CHB80X80827	1	EVOL CHASSIS B800 H827/11 POS-W/O X80 BP
BMXXBE2005	1	BACKPLANE EXTENDER KIT
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXDAI1604	4	DIG 16I 100 TO 120 VAC
BMXDAI1614	2	X80 16-CH Isolated 120VAC DI Module
BMXAMI0810	1	ANA 8 U/I IN ISOLATED FAST
990ADB80X80324	4	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADB80X80336	2	EVOL I/O ADP B817*16-DAI161* 2FT
990ADB80X80120	1	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop2 Rack2
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMXDRA0815	2	DIG 8Q 125VDC/250VAC ISOLATED RELAYS
990ADB80X80318	2	EVOL I/O ADP B802008/B820008-DRA08*5 2FT
BMXDAO1615	5	X80 16-CH Isolated Triac 24-240VAC Modul
990ADB80X80320	5	EVOL I/O ADP B804*16-DA01615 2FT
BMXAMO0410	1	ANA 4 U/I OUT ISOLATED
990ADB80X80346	1	EVOL I/O ADP B872100-AMO0410 2FT
BMXDRC0805	1	DIG 8NO/NC 125VDC/250VAC ISOLATED RELAYS
990ADB80X80334	1	EVOL I/O ADP B814108/B840108-DRC0805 2FT
		Drop 3 Rack 1
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet

BMXDAI1604	4	DIG 16I 100 TO 120 VAC
BMXDAI0814	4	X80 115VAC ISOLATED DIGITAL INPUTS MODUL
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
BMXXBE2005	1	BACKPLANE EXTENDER KIT
990CHB80X80827	1	EVOL CHASSIS B800 H827/11 POS-W/O X80 BP
990ADB80X80324	4	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADB80X80236	2	EVOL I/O ADP B817116-(2)DAI0814 PRWI 2FT
990ADB80X80120	2	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
		Drop 3 Rack 2
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMXDRA0805	3	DIG 8Q ISOLATED RELAYS
BMXDRA1605	5	DIG 16Q RELAYS
BMXAMI0410	1	ANA 4 U/I IN ISOLATED HIGH SPEED
BMXAMI0810	1	ANA 8 U/I IN ISOLATED FAST
990CHB80X80827	1	EVOL CHASSIS B800 H827/11 POS-W/O X80 BP
990ADB80X80318	2	EVOL I/O ADP B802008/B820008-DRA08*5 2FT
990ADB80X80108	5	EVOL I/O ADP B804016-DRA1605 PRWIRED 2FT
990ADB80X80346	1	EVOL I/O ADP B872100-AMO0410 2FT
990ADB80X80134	1	EVOL I/O ADP B814108-DRA0805 PRWIRED 2FT
990ADB80X80120	1	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
		Drop 4 Rack 1
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXDAI1604	4	DIG 16I 100 TO 120 VAC
BMXDAI0814	4	X80 115VAC ISOLATED DIGITAL INPUTS MODUL
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
BMXXBE2005	1	BACKPLANE EXTENDER KIT
990CHB80X80827	1	EVOL CHASSIS B800 H827/11 POS-W/O X80 BP
990ADB80X80324	4	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADB80X80236	2	EVOL I/O ADP B817116-(2)DAI0814 PRWI 2FT
990ADB80X80120	2	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
		Drop 4 Rack 2
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMXDRA0805	3	DIG 8Q ISOLATED RELAYS
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BMXAMI0410	1	ANA 4 U/I IN ISOLATED HIGH SPEED
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990CHB80X80827	1	EVOL CHASSIS B800 H827/11 POS-W/O X80 BP
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990ADB80X80108	5	EVOL I/O ADP B804016-DRA1605 PRWIRED 2FT
990ADB80X80346	1	EVOL I/O ADP B872100-AMO0410 2FT
990ADB80X80134	1	EVOL I/O ADP B814108-DRA0805 PRWIRED 2FT

990ADB80X80120	1	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
		Drop 5 Rack 1
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXDAI1604	4	DIG 16I 100 TO 120 VAC
BMXDAI0814	4	X80 115VAC ISOLATED DIGITAL INPUTS MODUL
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
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990ADB80X80236	2	EVOL I/O ADP B817116-(2)DAI0814 PRWI 2FT
990ADB80X80120	2	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
		Drop 5 Rack 2
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMXDRA0805	3	DIG 8Q ISOLATED RELAYS
BMXDRA1605	5	DIG 16Q RELAYS
BMXAMI0410	1	ANA 4 U/I IN ISOLATED HIGH SPEED
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990CHB80X80827	1	EVOL CHASSIS B800 H827/11 POS-W/O X80 BP
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990ADB80X80108	5	EVOL I/O ADP B804016-DRA1605 PRWIRED 2FT
990ADB80X80346	1	EVOL I/O ADP B872100-AMO0410 2FT
990ADB80X80134	1	EVOL I/O ADP B814108-DRA0805 PRWIRED 2FT
990ADB80X80120	1	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
		Drop 6
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP0800	1	8 slots Ethernet backplane
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXAMI0810	4	ANA 8 U/I IN ISOLATED FAST
990ADB80X80120	4	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
NSYTRV42SF5LA	1	Screw terminal Fuse5x20 110-250V LED,4mm
NSYTRV42SF5LD	1	Screw terminal, Fuse5x20 12-30V LED,4mm
NSYTRV22BL	1	Screw terminal, 2pts, 2,5mm blue
NSYTRV22	1	Screw terminal, 2pts, 2,5mm grey
		Drop 7
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXDAI1604	2	DIG 16I 100 TO 120 VAC
BMXAMO0410	2	ANA 4 U/I OUT ISOLATED
BMXDRA1605	2	DIG 16Q RELAYS
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
990ADB80X80324	2	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT

990ADB80X80346	2	EVOL I/O ADP B872100-AMO0410 2FT
990ADB80X80120	2	EVOL I/O ADP B875111-AMI0810 W/ AN28 2FT
BMXFTB2020	2	SPRING TERMINAL STRIP 20 POINTS
		Drop 8
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
990CHQUAX80160	1	140XBP01600 TO BM*XBP CHASSIS - W/O BP
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXAMI0810	4	ANA 8 U/I IN ISOLATED FAST
BMXAMO0410	1	ANA 4 U/I OUT ISOLATED
BMXDAI1614	2	X80 16-CH Isolated 120VAC DI Module
BMXDAO1615	3	X80 16-CH Isolated Triac 24-240VAC Modul
BMXART0814	1	ANA 8 TC/RTD ISOLATED IN
990ADQUAX80112	4	140ACI/AVI03000 TO BMXAMI0800/0810 2FT
990ADQUAX80122	1	140ACO02000 TO BMXAMO0410 2FT
990ADQUAX80136	2	140DAI54300 TO BMXDAI1614 2FT
990ADQUAX80140	3	140DAO84210/84220 TO BMXDAO1615 2FT
990ADQUAX80102	1	140ARI/ATI030*0 TO BMXART0814 W/(2)FCW PT 3M
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 9
BMEXBP0800	1	8 slots Ethernet backplane
990CHQUAX80100	1	140XBP01000 TO BM*XBP CHASSIS - W/O BP
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXART0814	3	ANA 8 TC/RTD ISOLATED IN
990ADQUAX80102	3	140ARI/ATI030*0 TO BMXART0814 W/(2)FCW PT 3M
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 10
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
990CHQUAX80160	1	140XBP01600 TO BM*XBP CHASSIS - W/O BP
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXAMI0810	4	ANA 8 U/I IN ISOLATED FAST
BMXAMO0410	1	ANA 4 U/I OUT ISOLATED
BMXDAI1614	2	X80 16-CH Isolated 120VAC DI Module
BMXDAO1615	3	X80 16-CH Isolated Triac 24-240VAC Modul
BMXART0814	1	ANA 8 TC/RTD ISOLATED IN
990ADQUAX80112	4	140ACI/AVI03000 TO BMXAMI0800/0810 2FT
990ADQUAX80122	1	140ACO02000 TO BMXAMO0410 2FT
990ADQUAX80136	2	140DAI54300 TO BMXDAI1614 2FT
990ADQUAX80140	3	140DAO84210/84220 TO BMXDAO1615 2FT
990ADQUAX80102	1	140ARI/ATI030*0 TO BMXART0814 W/(2)FCW PT 3M
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 11
BMEXBP0800	1	8 slots Ethernet backplane

990CHQUAX80100	1	140XBP01000 TO BM*XBP CHASSIS - W/O BP
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXART0814	3	ANA 8 TC/RTD ISOLATED IN
990ADQUAX80102	3	140ARI/ATI030*0 TO BMXART0814 W/(2)FCW PT 3M
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 12
BMEXBP1200	2	12 SLOTS ETHERNET BACKPLANE
990CHQUAX80160	1	140XBP01600 TO BM*XBP CHASSIS - W/O BP
BMXXBE2005	1	BACKPLANE EXTENDER KIT
BMXCPS4002	2	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
BMXAMO0410	1	ANA 4 U/I OUT ISOLATED
BMXDAI1614	3	X80 16-CH Isolated 120VAC DI Module
BMXDDI3202K	1	DIG 32I 24 VDC SINK
BMXDAO1615	5	X80 16-CH Isolated Triac 24-240VAC Modul
BMXDDO1602	1	DIG 16Q TRANS SOURCE 0.5A
BMXART0814	1	ANA 8 TC/RTD ISOLATED IN
990ADB80X80324	2	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADB80X80324	1	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADQUAX80136	3	140DAI54300 TO BMXDAI1614 2FT
990ADQUAX80120	1	140DDI35300 TO BMXDDI3202K W/ (2) CDP102 1M
990ADQUAX80140	5	140DAO84210/84220 TO BMXDAO1615 2FT
990ADQUAX80116	1	140*** TO BMX*** HI POWER W/ 20PT 2FT
990ADQUAX80102	1	140ARI/ATI030*0 TO BMXART0814 W/(2)FCW PT 3M
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 13
BMEXBP1200	2	12 SLOTS ETHERNET BACKPLANE
990CHQUAX80160	1	140XBP01600 TO BM*XBP CHASSIS - W/O BP
BMXXBE2005	1	BACKPLANE EXTENDER KIT
BMXCPS4002	2	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
BMXAMO0410	1	ANA 4 U/I OUT ISOLATED
BMXDAI1614	3	X80 16-CH Isolated 120VAC DI Module
BMXDDI3202K	1	DIG 32I 24 VDC SINK
BMXDAO1615	5	X80 16-CH Isolated Triac 24-240VAC Modul
BMXDDO1602	1	DIG 16Q TRANS SOURCE 0.5A
BMXART0814	1	ANA 8 TC/RTD ISOLATED IN
990ADB80X80324	2	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADB80X80324	1	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADQUAX80136	3	140DAI54300 TO BMXDAI1614 2FT
990ADQUAX80120	1	140DDI35300 TO BMXDDI3202K W/ (2) CDP102 1M
990ADQUAX80140	5	140DAO84210/84220 TO BMXDAO1615 2FT

990ADQUAX80116	1	140*** TO BMX*** HI POWER W/ 20PT 2FT
990ADQUAX80102	1	140ARI/ATI030*0 TO BMXART0814 W/(2)FCW PT 3M
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 14
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
990CHQUAX80100	1	140XBP01000 TO BM*XBP CHASSIS - W/O BP
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXAMI0810	1	ANA 8 U/I IN ISOLATED FAST
BMXDAI1614	3	X80 16-CH Isolated 120VAC DI Module
BMXDRA0815	2	DIG 8Q 125VDC/250VAC ISOLATED RELAYS
BMXDAO1615	2	X80 16-CH Isolated Triac 24-240VAC Modul
BMXAMO0410	1	ANA 4 U/I OUT ISOLATED
990ADB80X80324	1	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADQUAX80136	3	140DAI54300 TO BMXDAI1614 2FT
990ADQUAX80228	1	140DRA84000 TO (2)BMXDRA0815 2FT
990ADQUAX80140	2	140DAO84210/84220 TO BMXDAO1615 2FT
990ADQUAX80122	1	140ACO02000 TO BMXAMO0410 2FT
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 15
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
990CHQUAX80160	1	140XBP01600 TO BM*XBP CHASSIS - W/O BP
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
BMXDAI1614	4	X80 16-CH Isolated 120VAC DI Module
BMXDAO1615	4	X80 16-CH Isolated Triac 24-240VAC Modul
990ADB80X80324	2	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
990ADQUAX80136	4	140DAI54300 TO BMXDAI1614 2FT
990ADQUAX80140	4	140DAO84210/84220 TO BMXDAO1615 2FT
BMXXEM010	1	5 PROTECTIVE COVERS
		Drop 16
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
990CHQUAX80100	1	140XBP01000 TO BM*XBP CHASSIS - W/O BP
BMXCPS4002	1	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMECRA31210	1	RIO Drop E/IP Perf on Ethernet
BMXDAI1602	1	DIG 16 IN 24VAC/24VDC SOURCE
BMXDAI1614	3	X80 16-CH Isolated 120VAC DI Module
BMXDAO1615	1	X80 16-CH Isolated Triac 24-240VAC Modul
BMXART0814	1	ANA 8 TC/RTD ISOLATED IN
BMXAMI0810	1	ANA 8 U/I IN ISOLATED FAST
990ADQUAX80130	1	140DAI34000/44000 TO BMXDAI1602/1603 2F
990ADQUAX80110	3	140DAI54/74000 TO BMXDAI1614/1615 2FT
990ADQUAX80140	1	140DAO84210/84220 TO BMXDAO1615 2FT
990ADQUAX80102	1	140ARI/ATI030*0 TO BMXART0814 W/(2)FCW PT 3M

990ADB80X80324	1	EVOL I/O ADP B8**016-X80 MULTI-USE 2FT
BMXXEM010	1	5 PROTECTIVE COVERS
TCSESM063F2CS1	16	CONNEXIUM EXTENDED SWITCH 6TX / 2FX-SM

3.2 SOFTWARE

The following software will be delivered to the customer.

PAC Software

Cat#	Qty	Description
BMXXCAUSBH018	1	USB GROUNDED CABLE 1M8
CEXSPUCZXGPMZZ	1	CTRL EXPERT XL GROUP 3-User PAPER LICENS

3.3 SPARE PARTS

The following spare parts are recommended, but not included in this offer.

Cat#	Qty	Description
BMECRA31210	2	RIO Drop E/IP Perf on Ethernet
BMENOC0301	1	3-PORT ETH COM X80 MODULE
BMEXBP1200	1	12 SLOTS ETHERNET BACKPLANE
BMEXBP0400	1	4 slots Ethernet backplane
BMEXBP0800	1	8 slots Ethernet backplane
BMXAMI0410	1	ANA 4 U/I IN ISOLATED HIGH SPEED
BMXAMI0810	2	ANA 8 U/I IN ISOLATED FAST
BMXAMO0410	1	ANA 4 U/I OUT ISOLATED
BMXART0814	1	ANA 8 TC/RTD ISOLATED IN
BMXCPS4002	2	40 WATTS 110-220 VAC REDUNDANT PWR SUPPL
BMXDAI0814	1	X80 115VAC ISOLATED DIGITAL INPUTS MODUL
BMXDAI1602	1	DIG 16 IN 24VAC/24VDC SOURCE
BMXDAI1604	2	DIG 16I 100 TO 120 VAC
BMXDAI1614	2	X80 16-CH Isolated 120VAC DI Module
BMXDAO1615	2	X80 16-CH Isolated Triac 24-240VAC Modul
BMXDDI3202K	1	DIG 32I 24 VDC SINK
BMXDDO1602	1	DIG 16Q TRANS SOURCE 0.5A
BMXDRA0805	1	DIG 8Q ISOLATED RELAYS
BMXDRA0815	1	DIG 8Q 125VDC/250VAC ISOLATED RELAYS
BMXDRA1605	2	DIG 16Q RELAYS
BMXDRC0805	1	DIG 8NO/NC 125VDC/250VAC ISOLATED RELAYS
TCSESM063F2CS1	1	CONNEXIUM EXTENDED SWITCH 6TX / 2FX-SM
BMEH584040	1	M580 HSBY CPU LEVEL 4 FOR R IO
490NTW00005U	1	ETHERNET SFTP 5M CORD CABLE W/UL

4. ASSUMPTIONS AND CLARIFICATIONS

4.1 ASSUMPTIONS AND CLARIFICATIONS

- Schneider Electric is not responsible for programming, configuration, or modification of existing site equipment or software that is not included in the scope of supply.
- Schneider Electric is not responsible for interfacing with any equipment on site that is not included in the scope of supply, unless stated otherwise in the proposal.
- Schneider Electric is not responsible for the demolition, decommissioning or disposal of existing equipment.
- Any variation to the scope of supply as stated in this proposal will require approval by Schneider Electric and may impact price and/or schedule.
- Any unforeseen delays that is not due to Schneider Electric shall be Customer's responsibility and may impact price and/or schedule.
- In case the contractual duration is extended/delayed more than the agreed to project schedule due to reasons not directly attributable to Schneider Electric, Schneider Electric's offered man-days/man-months shall lapse and a new offer must be provided, if required.
- It is assumed there is sufficient space in the control panels to accommodate the new hardware.
- It is assumed that the existing communication networks are installed properly and functioning without error.
- This proposal does not include time and expense for the customer safety and security requirements or any federal, state or local approvals, unless specifically stated in the Scope of Supply.
- This proposal does not include any onsite services.
- This proposal does not include additions or modifications to HMI, SCADA, or similar systems.
- This proposal does not include field devices, instrumentation, conduit, fiber optic cable, or other long run cabling unless stated in the hardware deliverables.
- This proposal does not include external fusing. If required, fusing shall be provided by the customer.
- Schneider Electric is not responsible for programming mistakes in the original application programs (if applicable). Time required for debug and corrections shall be billed at time and expense.
- Schneider Electric is not responsible for converting custom loadables or DFBs unless first identified to be used in program by the customer. If loadables are to be converted, customer must furnish the source code for review.

- If a software upgrade from a legacy or previous version is purchased, it is required for the customer to have a current Automation Priority Support Contract. If no current subscription exists, a new support package will be provided at an additional cost.
- Programs will be provided in the most recent released version of the software unless other arrangements are made in advance.

4.2 CUSTOMER RESPONSIBILITIES

- The Customer will supply current project documentation including but not limited to the following:
 - Regulatory and environmental requirements
 - Safety interlocks and alarm requirements
 - Network and IT requirements
 - Existing control system programs and application programs for PLC & HMIs
 - Electrical and Mechanical Drawings
 - Any other documents as required by Schneider Electric as per Project needs.
- Customer shall ensure that required personnel (in number and expertise) are available at all necessary times at the site when required for Schneider Electric to perform the Scope of Supply.
- Customer will be responsible for safety and security arrangements to ensure the safety of Schneider Electric employees and contractors working at the Project site or other Customer locations. Customer shall also be responsible for securing all Schneider Electric property at the Project site.
- The customer shall review submitted documentation and provide approvals in a timely manner as to not affect agreed upon delivery dates.
- The customer shall provide any and all permits that may be required.

5. COMMERCIAL PRICING

Schneider Electric is pleased to provide the following Firm pricing for the scope of supply defined within this proposal.

Base Bid:		Total Price (USD)
1.	PLC HSBY Modernization QWA's (15 ten-hour days onsite)	\$404,296.00
Total		\$404,296.00
Optional Items:		
2.	Recommended Spare Parts	\$14,362.00
3.	CAD Drawing Updates 23 Racks, 175 I/O Modules	\$ 50,089.00

5.1 STANDARD OPTIONS

Schneider Electric is pleased to provide the following pricing for a variety of value-added optional offerings. See Appendix for details.

Standard Options (See Appendix for Details):	
Training:	
Two Days Informal Training On-Site - <i>Application training - Immediately following project site work</i>	\$ 6,000.00
EcoStruxure Control Expert (Formerly Unity Pro) Programming Level 1 - <i>Three days onsite formal training, includes travel and material</i>	\$ 14,000.00
Extended Warranty:	
Schneider Electric warrants equipment for 12 months from the issuance of the customer provisional acceptance letter or 18 months from the invoice date of the last component of the order whichever occurs first. Additionally, Schneider Electric offers an optional Extended Warranty up to 5 years.	
Warranty Extended to 3 Years	<i>3% of purchase price</i>
Warranty Extended to 4 Years	<i>5% of purchase price</i>
Warranty Extended to 5 Years	<i>7% of purchase price</i>
Cybersecurity:	
The Operational Technology (OT) Cybersecurity Posture Assessment is a basic high-level interview-based cybersecurity assessment of the OT network with findings summarized in a report to include cybersecurity gaps and recommended high-level mitigation steps based on ISA-62443 standards.	
Cybersecurity Posture Assessment	\$4,975.00
Uninterruptible Power Supply (UPS):	

Standard Options (See Appendix for Details):

Schneider Electric's APC™ Smart-UPS™

*See Appendix for Pricing***5.2 COMMERCIAL NOTES**

Firm Pricing:	Prices are in US dollars and are firm and fixed. Pricing level is for a single purchase order. Multiple purchase orders may affect pricing. Purchase order must include all items which are part of the Base Bid. Optional items may be omitted. Any breakdown of prices provided in this proposal is for information purposes only unless otherwise stated herein.
Proposal Acceptance:	<p>On the Purchase Order, please include:</p> <ul style="list-style-type: none"> • Schneider Electric Proposal QLK number • Purchaser tax-exemption qualifications (if applicable) <p>Submit Purchase Orders and Tax-Exempt Certificate to:</p> <p>Kaman Industries 245 Cooper Avenue Suite 100 Tonawanda, NY 14150 716-481-9157 cell steve.klein@kdgcorp.com</p> <p>Kaman Industries will process PO to Schneider Services: Email: processautomation.us@se.com Mail: Schneider Electric Systems USA, Inc. Attn: Order Management 10900 Equity Dr. Houston, TX 77041 Phone: 713-344-2562</p>
Proposal Validity:	<p>This proposal is valid for 30 days.</p> <p>Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order.</p>

Payment Schedule:	<p>Invoicing will be initiated per the following schedule:</p> <ul style="list-style-type: none"> • 20% Down Payment Upon Receipt of Purchase Order • 80% Monthly Progress Payments <ul style="list-style-type: none"> .1. Hardware and software items will be invoiced 100% upon shipment to the customer. .2. Services will be invoiced monthly upon completion of tasks and customer approved weekly time sheets, when applicable. • Training will be invoiced 100% after completion of the training session.
Freight	Shipment is FOB factory, prepaid, and added. Equipment will be packed for domestic shipment.
Payment Remittance:	<p>Remit Payment To:</p> <p>Schneider Electric Systems USA Inc. 14526 Collections Center Drive Chicago, IL 60693</p>
Financial Requirements:	Acceptance of all Purchase Orders is subject to Purchaser meeting Schneider Electric Systems USA, Inc. credit standards.
Terms and Conditions:	Schneider Electric Standard Terms and Conditions of Sale and Process Automation Addendum for Sale of Goods, Services and License of Software
COVID-19 Disclaimer	<p>The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Schneider Electric Systems' (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Schneider Electric Systems (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric Systems' (or its subcontractors) employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing Schneider Electric Systems to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.</p>

6. APPENDIX – TIME AND MATERIAL PRICING GUIDELINES

Labor rates, materials, and third party involvement will be calculated per the rates and rules stated below.

- There is a 4-hour minimum charge for all orders.
- Minimum billing for equipment supplied on a single order will be \$100.00 or such larger amount required by any affected third party vendor.
- Schneider Electric reserves the right to modify the rate structure below according to the actual rates in effect at the time the services are performed.

Labor Rates

2021 Rate Structure (Rates are in USD)			
Class or Title	Straight	Overtime	Premium
Application Engineer	\$210.00	Straight Time Rate x 1.5	Straight Time Rate x 2
Lead Engineer	\$290.00		
Project Manager	\$355.00		
Application Consultant	\$365.00		
Service Engineer	\$260.00		

Rate Definition

- Schneider Electric reserves the right to blend third party labor where possible/practical to augment Service personnel to support project schedules and deadlines.
- Hourly Rates: Apply to work time, travel time, and any stand-by time. Travel time is calculated "port to port", starting at the departure from the Field Service Representative's office to the customer's site with a 4 hour minimum travel charge each way. All travel is charged at Straight time rates.
- Straight Time Rates: Any 8-hour period between the hours of 6:00 AM and 6:00 PM local time. Monday-Friday.
- Overtime Rates: Work, travel and/or stand-by rates in excess of 8 hours but not exceeding 12 hours outside the normal (straight time) working hours (holidays excluded).
- Premium Rates: Work, travel, and/or stand-by on Sundays and holidays and all time in excess of 12 hours on other days until there is an 8-hour break in the work schedule.
- Emergency Rates: (1 ½ X) any applicable rate. Applies to all unscheduled work or work done under unusual circumstances causing Schneider Electric to interrupt their existing schedules. (Unscheduled work is work not previously scheduled at least three (3) working days prior to the date required for work to commence unless agreed to in writing.)
- Rates are for US locations only located within the continental 48 states and are in US Dollars
- All rates and calculations are per service individual.

Expenses

- Travel: All travel and living expenses will be invoiced at cost plus 15%, except for airfare which will be subject to a 15% admin charge to a maximum of \$75.00.
- Specialized Tools and Test Equipment: Small tools not normally required or carried by Schneider Electric Solutions and Services will be invoiced at cost. Specialized test equipment will be invoiced at current rental rates when required.
- Material Mark-Up: Out-source material will give a mark-up of 15% for scheduled work and 25% for unscheduled work. (Work that is not scheduled within 3 working days prior to day service is required, unless agreed to previously in writing).

7. APPENDIX – STANDARD OPTIONS

7.1 TRAINING

Schneider Electric offers a variety of training options to meet your needs. We can provide informal onsite training in conjunction with this project and/or we can provide formal classroom training at a Schneider Electric facility or onsite at the customer location. In addition, we offer online training resources including self-paced training and online tutorials.

Formal Training

Formal training classes are offered regionally on a regularly scheduled basis or can be provided onsite at the customer's location. Schneider Electric offers a catalog of standard courses, or a customized course may be developed to meet the customer's needs. Formal training should be held prior to the start of onsite installation and commissioning so that personnel are familiar with the hardware and software when it arrives onsite. In addition, Schneider Electric offers online self-paced training as well as numerous online tutorials.

- Course Catalog
 - [Schneider Electric Customer Learning Center](#)
 - [Technical Training Course Finder](#)
- Self-Paced Training Resources
 - [Modicon M580 Quick Start](#)
- Online Tutorials
 - [Modicon M580 tutorials](#)
 - [Modicon Quantum tutorials](#)
 - [Modicon M340 tutorials](#)

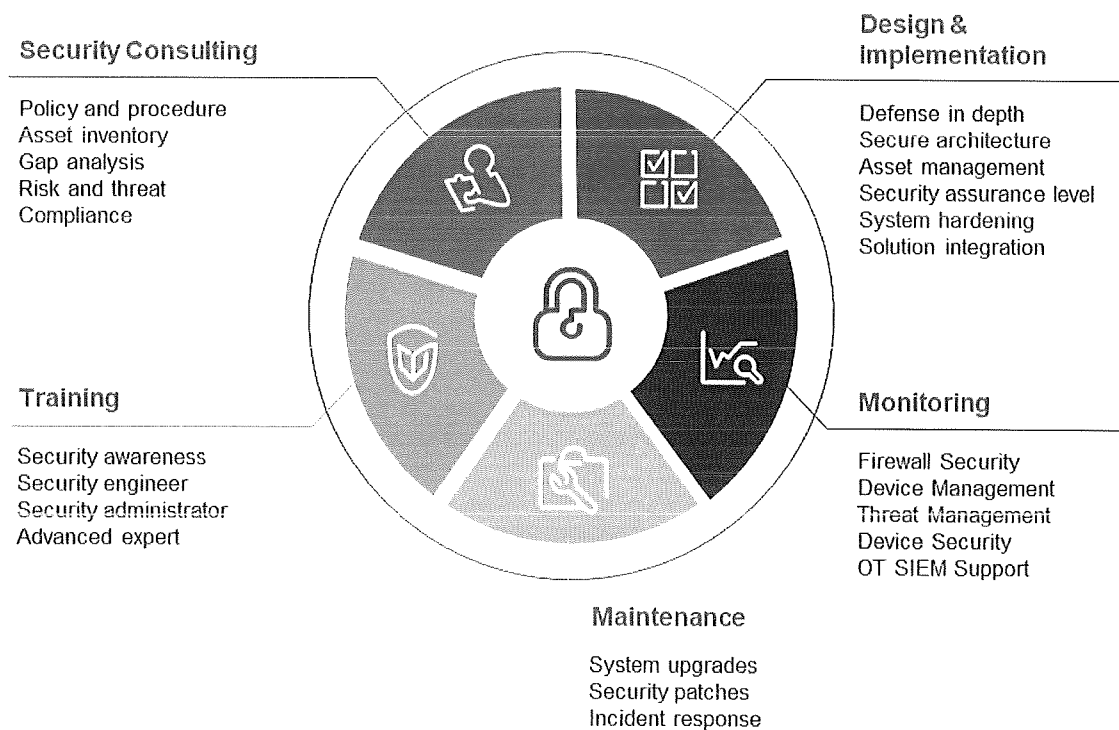
Informal Training

On-site informal training is typically done at the end of the onsite work. One Schneider Electric representative remains onsite to instruct operators, electricians and/or engineers on the operation and maintenance of the customer's application. This training is not intended to be a formal classroom style course and does not include any lab equipment or training manuals. Rather, it is intended to provide the customer with practical information and hands on experience to help them maintain the new system.

7.2 CYBERSECURITY SERVICES

Schneider Electric's Cybersecurity Consultants are committed to providing solutions that support your needs for cybersecurity protection across all business types and industries. We apply a rigorous mindset, policies, and methodologies in the development of our products and the implementation of our solutions.

Skilled and certified professionals provide vendor-agnostic services to help you assess your risk, implement cyber specific solutions, and maintain your defenses over time at your location. Cyber threats and incidents are a major operating and business risk for every digital enterprise. In the age of digitization, creating and executing a strategy that allows you to see, reduce, and respond to cyber threats and risks is critical. It's the only way to secure your operations and achieve your financial objectives.



With the increasing use of digital technologies such as cloud computing, mobile, the Internet of Things (IoT) and artificial intelligence, the world is more connected than ever. But besides new opportunities, greater connectivity also brings new challenges and increases vulnerability.

7.2.1 Cybersecurity Posture Assessment

The Schneider Electric Operational Technology (OT) Cybersecurity Posture Assessment is a non-invasive, vendor-agnostic, analysis of the OT cybersecurity profile, providing a high-level view of the cybersecurity stance with recommendations to achieve cybersecurity objectives, whether that involves following industry best practices or compliance with guidelines and standards including ISA-62443.

This basic high-level cybersecurity assessment is interview-based with the findings summarized in a Cybersecurity Hygiene Report. Activities include the following:

- Conduct virtual/remote Cybersecurity Posture Interviews to identify potential weaknesses and security gaps.
 - The discussion topics will include:
 - Industrial Control System (ICS) network architecture
 - Cybersecurity policies and procedures
 - Physical security
 - Cybersecurity training levels of ICS personnel
 - Incident response and recovery
 - Product lifecycle management
- Prepare a Cybersecurity Hygiene Report summarizing the cybersecurity gaps and recommended high-level mitigation steps based on ISA-62443 standards.
 - The report will be delivered via email
 - The report will include recommendations for remediation classified as HIGH, MEDIUM, and LOW.

Customer Responsibilities

To ensure an accurate and complete report, it is required for the Customer to provide the following:

- OT Network Diagram showing ICS Layers/Zones and labels showing locations of critical assets on the network.
- Identification of personnel most familiar with OT network layout and administration who can answer detailed technical questions regarding the OT equipment/assets used in the customer's network.
- Information regarding current cybersecurity policy, including existing cybersecurity tools/technologies, important standards/objectives, and roles/responsibilities related to any existing cybersecurity program.

More Information

For more information, visit our website: <https://www.se.com/us/en/work/solutions/cybersecurity/>

7.3 APC SMART-UPS

Schneider Electric's APC™ award-winning Smart-UPS™ is the most popular UPS (Uninterruptible Power Supply) in the world for servers, storage and network power protection. Smart-UPS provides availability and manageability to your network allowing you to focus on business growth instead of business downtime. Trusted to protect critical data and equipment from power problems by supplying clean and reliable network-grade power.



Smart-UPS' patented green mode provides extremely high efficiency at low, medium and high load levels making them ideal for multi-core or virtualized servers that have varying load consumption all while saving utility costs. Managed outlet groups allow segmented load control to power on or off your equipment in series as well as load shedding to preserve battery power for critical connected equipment or reboot a hung device without impacting other equipment. Available in a variety of form factors (tower, rack mount, rack/tower convertible) there is a model for every application and budget.

The pricing below is for a variety of APC Smart-UPS products. Quoted prices are valid as of February 2021. Please contact Schneider Electric to develop a customized firm quotation.

Catalog Number	Description	List Price
SMT750RM2UC	APC Smart-UPS 750VA LCD RM 2U 120V with SmartConnect	\$675
SMT750RM2UC	APC Smart-UPS 750VA LCD RM 2U 120V with SmartConnect	\$675
SMT1000RMI2U	APC Smart-UPS 1000VA LCD RM 2U 230V	\$1,040
SMT1000RMI2U	APC Smart-UPS 1000VA LCD RM 2U 230V	\$1,040
SMX1500RM2U	APC Smart-UPS X 1500VA Rack/Tower LCD 120V (Not for sale in Vermont)	\$1,235
SMX1500RM2U	APC Smart-UPS X 1500VA Rack/Tower LCD 120V (Not for sale in Vermont)	\$1,235
SMX2200RMLV2U	APC Smart-UPS X 2200VA Rack/Tower LCD 100-127V	\$2,125
SMX2200RMLV2U	APC Smart-UPS X 2200VA Rack/Tower LCD 100-127V	\$2,125
SMT3000RM2UNC	APC Smart-UPS 3000VA LCD RM 2U 120V with Network Card	\$2,870
SMT3000RM2UNC	APC Smart-UPS 3000VA LCD RM 2U 120V with Network Card	\$2,870
SRT5KRMXLT-IEC	APC Smart-UPS SRT 5000VA RM 208V IEC	\$7,195
SRT5KRMXLT-IEC	APC Smart-UPS SRT 5000VA RM 208V IEC	\$7,195
SRT8KRMXLT-5KTF	APC Smart-UPS SRT 8kVA RM with 208V to 120V 2U Step-Down Transformer	\$10,575
SRT8KRMXLT-5KTF	APC Smart-UPS SRT 8kVA RM with 208V to 120V 2U Step-Down Transformer	\$10,575
SRT10KRMXLT	APC Smart-UPS SRT 10000VA RM 208V	\$11,245
SRT10KRMXLT	APC Smart-UPS SRT 10000VA RM 208V	\$11,245

More Information

For more information, visit our website: <https://www.apc.com/us/en/>

8. EXHIBIT A – STANDARD TERMS AND CONDITIONS

Schneider Electric Systems USA, Inc.

General Terms and Conditions of Sale of Goods, Services and License of Software

Article 1 - AGREEMENT TERM.

These General Terms and Conditions of Sale ("Terms of Sale") shall apply to any purchase or procurement of Goods, Software and/or Services by the legal entity procuring such Goods, Software and/or Services ("Buyer") from Schneider Electric Systems USA, Inc. or Schneider Electric Systems Canada, Inc., as applicable ("Seller"). To the extent that there is a conflict between these Terms of Sale and a valid signed master agreement between the Buyer and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Terms of Sale and another set of Seller terms and conditions issued to the Buyer as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. To the extent that Buyer attaches any other terms and conditions to a Purchase Order or other instrument used to buy Seller's Goods, Software or Services, such attached Buyer terms and conditions shall be null, and void and these Terms of Sale shall be the terms and conditions of sale. Any other variation from these Terms of Sale shall require the signed consent of an authorized Seller representative.

Article 2 - DEFINITIONS

2. 1 "Affiliates" means any legal entity which has an ownership interest in or is under a common ownership interest with a Party and which is defined in attachments to this Agreement or subsequent Purchase Orders. Notwithstanding the definition of Affiliates, Seller Affiliates shall not include Aveva Group PLC. and all its subsidiaries.
2. 2 "Agreement" means these terms and conditions, Seller's Proposal with all the attachments, and the Purchase Order with all Change Orders "if any". In case of any discrepancies between the documents, the order of precedence will be as following:
 1. These Terms of Sale with all the attachments.
 2. Seller Proposal with all the attachments, and
 3. The Buyer Purchase Order.
2. 3 "Buyer" shall mean the company and any of its Affiliates which has executed a Purchase Order under this Agreement.
2. 4 "CFA" shall mean Customer First Agreement which is the support services program Buyer provides to Seller. CFA scope of work, support exclusions and other special terms related to CFA only are described herein under Attachment A.
2. 5 "Days" shall be calculated as calendar days unless otherwise specified under this Agreement.
2. 6 "Expenses" shall mean all out-of-pocket expenses reasonably incurred by Seller in the provision of the Goods, Software and Services, including but not limited to, airfare, hotel, transportation, meals, supplies, data preparation, and other direct expenses incurred by Seller's personnel or subcontractors in performing Seller's obligations under a Purchase Order, as these expenses may be further detailed in a Purchase Order and the net tax costs of any non-deductible travel expenses for assignment of employees over one (1) year in locations not within a reasonable commuting radius of the employee's principal place of employment.
2. 7 "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories to be supplied under a Purchase Order.

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2. 8 **"Intellectual Property Rights"** shall mean any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques or other proprietary right.
2. 9 **"Party and Parties"** shall mean Seller, Buyer hereunder and any third party to which the Parties may have assigned their rights under the Agreement. In its singular form, Party means any one of Seller, Buyer or the third party to whom one of them has assigned its rights under the Agreement.
2. 10 **"Price"** shall mean the total value of a Purchase Order after all applicable discounts have been applied. Expenses are not included in the Price unless agreed upon in the Purchase Order.
2. 11 **"Purchase Order"** shall mean any purchase order, either paper or electronic, with related attachments and changes thereto, agreed upon by the Parties pursuant to this Agreement, which shall describe the specific Goods, Software or Services to be supplied by Seller to the Buyer and the detailed Specifications for such. Purchase Orders agreed upon from time to time between Seller and Buyer and/or their respective Affiliates shall constitute separate contracts that incorporate this Agreement.
2. 12 **"Seller"** shall mean Schneider Electric Systems USA, Inc.
2. 13 **"Services"** shall mean the provision of testing, assessment, per-diem or specific time-limited engineering services, installation, start-up, configuration and any development of application programs, customization, implementation, training and any other services agreed upon between the Parties in Purchase Orders hereunder.
2. 14 **"Software"** shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation, for which Seller grants Buyer a license under the contract. The conditions of the Software license shall be set forth in the Seller end-user license agreement applicable to the particular Software at the time of delivery or, in the absence of such end-user license agreement, the software license terms contained herein. All modifications, enhancements, developments, additions or interfaces with other computer programs made by Seller, alone or jointly with Buyer, in the course of the performance of a purchase order shall be deemed owned by Seller and included in the Seller Software and shall be subject to all rights and limitations set forth in this license agreement for such Software applicable at the time of delivery.
2. 15 **"Specifications"** shall mean the Seller's standard specifications applicable to the Goods and/or Software at the time of execution of the Agreement or a Purchase Order hereunder or the specific requirements mutually agreed upon between the Parties in Purchase Orders hereunder in relation to the Goods, Software and, with respect to Services, the agreed upon statement(s) of work containing a description of the Services to be rendered.
2. 16 **"Third Party Products"** shall mean products and software of a third-party vendor. If Third Party Products are supplied by the Seller under the Agreement, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third-party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto. For time and materials orders, Third Party Products are quoted subject to price changes imposed by third party vendors between the date of Purchase Order encompassing such Third Party Products and the date of Seller's invoice related to that Third Party Product.
2. 17 **"Warranty Period"** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein and in accordance with "Warranties for Goods, Software and Services" Article.

Article 3 - CHANGES

3. 1 Either Party may request changes that affect the scope, duration, delivery schedule or price of a Purchase Order, including changes in the Specifications and Goods, Software or Services to be delivered or licensed. If either Party requests any such change, the Parties shall negotiate in good faith a reasonable and equitable adjustment to the Purchase Order. Neither Party shall be bound by any change requested by the other until an amendment to the Purchase Order in the form of a change order has been accepted in writing by both Parties. Pricing of changes shall be based on the then current Seller's prices.
3. 2 Any alteration, deletion or addition to the Work ordered in the Purchase Order or a change in any provision of the Purchase Order shall be effective only if made in a change order is executed by Buyer and Contractor. A change order, however, shall not modify any provisions of the Agreement unless the parties agree in writing to do so.

Article 4 - PRICE

- 4.1 Unless otherwise stated in an applicable quotation or proposal, all prices are subject to change without notice. In the event of a net price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date. All clerical errors are subject to correction.
- 4.2 **Services Assumptions:** Seller's work estimates are based on work performed during normal work hours (8 hours) between the hours of 06:00 and 18:00 local time, Monday to Friday, holidays excepted. Unless specified in writing the following are chargeable in addition to base rates: overtime or premium hours, travel costs, specialized tools and test goods, utility shutdowns, any delays or site issues not caused by Seller, additional trips for postponement or delay. No on-site orientation, safety training, work required for site specific requirements is included in a quotation unless expressly specified by Seller. Current rates are in Seller's then current Seller Field Services Demand Labor Rates document. Field specialists bill a 4-hour minimum charge for travel where Services are performed in less than 4 hours, and an 8-hour minimum charge for Services otherwise.

Article 5 - TAXES:

- 5.1 Unless otherwise set out in Seller's proposal or quotation, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services quoted by the Seller. Buyer shall be responsible for all such taxes, duties and charges resulting from this agreement. The Seller is required to impose taxes on orders and shall invoice the Buyer for such taxes and/or fees according to state and local statute, unless the Buyer furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.
- 5.2 Any duty, tariff, levy, tax or charge (including without limitation, sales, use, excise, goods and services, harmonized, value-added and withholding taxes), customs levy or inspecting, licensing or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority or measured by any transaction between Seller and Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced, and such charges will appear as a separate line item on the invoice. Buyer agrees that current unit prices will be equitably adjusted in the event Seller is required to pay any incremental amounts for any duty, tariff, levy, or charge on any input components of the Goods.

Article 6 - INVOICING

- 6.1 Invoices shall be sent to the address specified in the Purchase Order.
- 6.2 Should Buyer dispute any invoice, Buyer shall notify Seller of the nature of the dispute in writing within fifteen (15) days of the invoice date. Buyer shall have the right to withhold payment of the portion of the payment in question until the dispute is resolved ("Disputed Invoice"). If Buyer does not notify Seller of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms. Notwithstanding any dispute regarding the invoice, Buyer shall pay the undisputed portion of the disputed invoice.
- 6.3 Seller shall invoice Buyer in accordance with the invoicing milestones agreed in the relevant Proposal. All Time and Materials Orders shall be billed at 100% of Labor hours expended and Goods supplied shall be billed at then current rates of the Seller on a monthly basis. All Expenses incurred shall be billed on a monthly basis with a minimum administrative fee equal to 5% of the amount of expenses.

Article 7 - PAYMENT TERMS

- 7.1 Subject to Seller's approval of Buyer's current credit rating and unless otherwise agreed upon in the relevant Purchase Order, payments of all Goods, Software, Services are due in advance, and Expenses are due Net thirty (30) calendar days from the invoice date. Buyer acknowledges that it has the right to request Seller reassess Buyer's creditworthiness from time to time, which Seller has the right to make a revision in its sole determination. Upon request, Buyer shall provide financial data evidencing the Buyer's worth in order for Seller to determine the creditworthiness of Buyer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.
- 7.2 Payments advices from Buyer shall include the following information: invoice number, amount of payment,

and purchase order number.

7. 3 If Buyer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, Seller may demand immediate payment and at Seller's option (i) suspend all further deliveries or performance to be made under the Agreement or any further performance under any other contract with Buyer or Buyer's Affiliates, in which event Buyer shall not be released in any respect from its obligations to Seller under the Agreement or the other contract; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Goods and Software for which payment has not been made; (iv) retain any equipment supplied by Buyer to Seller in relation to Seller's provision of Services; (v) charge interest at 1.5% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vi) reassess the credit worthiness of Buyer and change any current payment terms. Any discount from Seller's rates, if any, shall cease to apply to the delinquent invoice, Buyer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.
7. 4 Buyer shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller and/or its Affiliates.

Article 8 - DELIVERY, TITLE AND RISK OF LOSS

8. 1 Unless otherwise agreed upon in a Purchase Order:
- a) Title to all Goods sold hereunder, except for Software whose title remains at all times with Seller, shall pass to Buyer upon full payment of the Purchase Order.
 - b) Upon delivery, risk of loss or damage shall pass to Buyer, unless delivery has been delayed because of Buyer in which event risk of loss shall pass to Buyer upon the originally scheduled delivery date and Buyer shall be responsible for all costs and expenses including storage and insurance.
 - c) Delivery, unless otherwise agreed upon in a Purchase Order, shall be Ex-works (Incoterms 2010), Seller's facility.
 - d) If, as part of a Purchase Order, Seller is responsible for packing any Goods for shipment, Seller shall pack, mark and label such Goods in accordance with its usual packing procedures.

Article 9 - RECEIVING, INSPECTION AND ACCEPTANCE

9. 1 Buyer shall be responsible for receiving, installing, starting up and maintaining all Goods, unless otherwise agreed in the Specifications.
9. 2 If Buyer fails to notify Seller of any material non-conformities with the Specifications within a reasonable period following delivery, not to exceed thirty (30) calendar days, or is using those Goods, Software or Services in a production environment or for the regular conduct of its business, the Goods, Software or Services shall be deemed accepted, without prejudice to the warranty provisions hereunder.
9. 3 Buyer shall have the right to reject Goods, Software and Services not materially in accordance with the Specifications in the Purchase Order. Seller shall have a reasonable opportunity to correct non-conformities, replace non-conforming Goods and/or Software or correct or re-perform the Services at its option, in accordance with Warranty Article. Should Seller fail to use reasonable efforts to correct non-conformities, replace the non-conforming Goods and/or Software or re-perform or correct non-conforming Services within a reasonable period of time, based on the complexity of the non-conformities, Buyer may terminate the Purchase Order or portion thereof. Seller's maximum liability under this Article shall be to refund the fees and expenses paid by Buyer for the portion of the Goods, Software or Services that is non-conforming.
9. 4 Unless other acceptance criteria are agreed upon in the Specifications, Seller's standard testing procedures, including factory acceptance test and site acceptance test where applicable, shall apply to Goods, Software and Services provided. If Buyer's representative is unable to attend any of these tests having received reasonable notice thereof, Buyer shall be deemed to have waived its entitlement to attend such tests. To the extent that any Goods, Software or Services have been, or can be deemed approved by Buyer pursuant to the terms of this Agreement or the applicable Purchase Order at any stage of Seller's performance, Seller shall be entitled to rely on such approval for purposes of all subsequent stages of its performance hereunder.

Article 10 - WARRANTIES FOR GOODS, SOFTWARE AND SERVICES

10. 1 **Warranty Period:** shall mean the applicable time period during which Goods, Software and Services are

respectively guaranteed by Seller under the conditions set forth herein as follows:

- a) **Field Devices:** are warranted for a period of twenty-four (24) months following the date of shipment, with the exception of Series pressure products which are guaranteed for five (5) years following date of shipment.
 - b) **Triconex and DCS Control Systems:** such as Tricon, EcoStruxure Foxboro DCS, Hybrid DCS, Modicon PLC and PAC and EcoStruxure Power SCADA Server are warranted for a period of twelve (12) months following installation or eighteen (18) months following the date of shipment, whichever occurs first.
 - c) **AIT Products:** are warranted for a period of twelve (12) months from commissioning or fifteen (15) months from shipment, whichever occurs first.
 - d) **Consumable Products:** Products normally consumed in operation or which have an inherently short normal use period, including but not limited to consumables such as flashtubes, lamps, batteries, storage capacitors, are guaranteed for a period of ninety (90) days from date of delivery by Seller, except for disposable PH/ORP sensors, replacement PH, ORP and reference electrodes and dissolved oxygen membranes which are guaranteed for a period of one (1) year from the date of shipment or until they are installed, whichever occurs first.
 - e) **Spare Parts:** for the above are guaranteed for three (3) months from shipment, unless used for repair and replacement during the Warranty Period, in which case, the spare parts shall be guaranteed for three (3) months or until the end of the initial Warranty Period, whichever comes last.
 - f) **Services:** are warranted for a period of thirty (30) days following their performance.
 - g) **Customer First Support Program ("CFA"):** are warranted for a period of Ninety (90) days from the date of Service. Seller warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Seller warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Buyer's exclusive remedy, and Seller's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.
 - h) **Repaired or replaced Goods and Software:** shall be warranted by Seller for the remainder of the original Warranty Period or for three (3) months, whichever is longer, free of charge and return-shipped to Buyer with transportation prepaid by Buyer. Seller shall not be responsible for any offshore transport. All Services corrected or re-performed shall be warranted only for the unexpired portion of the original Warranty Period applicable to Services.
- 10.2 **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Goods in subsections above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Goods or part of the Goods, at Seller's sole discretion. Such warranty coverage is contingent on Buyer providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Buyer.
- 10.3 **Exclusions & Limitations:** This warranty shall not apply (a) to Goods not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Goods or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Goods or Software; or (e) to Goods or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement.
- 10.4 **Non-Seller Goods or Services:** With respect to Goods not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty extended to Seller by such non-Seller supplier.
- 10.5 **SELLER MAKES NO WARRANTY THAT THE BUYER'S USE OF SELLER'S GOODS, SOFTWARE, OR SERVICES WILL BE UNINTERRUPTED, SECURE AND/OR ERROR-FREE. SELLER DOES NOT**

REPRESENT OR GUARANTEE THAT ANY GOODS AND/OR SOFTWARE WILL BE FREE FROM VULNERABILITIES, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS, AND SELLER DISCLAIMS ANY LIABILITY IN RELATION THERETO.

- 10.6 EXCEPT AS SET FORTH HEREIN OR IN THE WARRANTIES PROVISIONS CONTAINED IN SEPARATE SOFTWARE END USE LICENSE AGREEMENTS, THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO GOODS, SOFTWARE AND SERVICES SOLD BY SELLER TO BUYER.
- 10.7 ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, BUYER AND DO NOT EXTEND TO ANY THIRD PARTY, EXCEPT IN CASE OF TRANSFER OF THE SOFTWARE IN ACCORDANCE WITH APPLICABLE SOFTWARE LICENSE OR THE ASSIGNMENT ARTICLE.

Article 11 - INTELLECTUAL PROPERTY OWNERSHIP

- 11.1 Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to its Intellectual Property Rights relating to Goods and Services and work product relating to these. Nothing in these Terms of Sale constitutes a transfer or conveyance of any right, title or interest in such Intellectual Property, including without limitation any Software, including firmware, contained in those, except the limited right for use as it provided and stated herein.
- 11.2 Seller may utilize proprietary works of authorship, pre-existing or otherwise, including without limitation software, computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as Intellectual Property Rights and any derivatives thereof, which have been originated, developed or purchased by Seller, an Affiliate of Seller, or by third parties under contract to Seller or to an Affiliate of Seller (all of the foregoing, collectively, "Seller's Information"). Seller and any third party owner shall retain at all times their respective ownership of Seller's Information.
- 11.3 Seller or the applicable third-party owner shall retain at all times the ownership of its Software, and Third Party Products, regardless of the media upon which the original or copy may be recorded or fixed. Without prejudice to the license(s) expressly granted hereunder and under a Purchase Order, no right, title or interest in or to the Software, Seller's Information, any copies thereof and any Intellectual Property Rights residing in the Goods, Software or result of Services is transferred to Buyer. Buyer acknowledges that the prices for Services and Software charged by Seller under these Terms of Sale are predicated in part on Seller's retention of ownership over such Software and any results of the Services, none of which shall be considered "work for hire."
- 11.4 Buyer shall retain at all times the ownership of its Intellectual Property Rights, regardless of the media upon which the original or copy may be recorded or fixed.

Article 12 - SELLER SOFTWARE LICENSE

- 12.1 The Software License herein shall apply to generally to Seller's Software, which includes Triconex, Foxboro, I/A, SIS, AIT/Analyzers and Modicon Software. Third Party Product Software Licenses are separate end user license agreements ("EULA") and not issued pursuant to the license in the following sub-article.
- 12.2 **Software License**
- a) In consideration of the receipt of full payment of the Software license fee applicable as part of the price under a purchase order, and subject to Buyer's compliance with its obligations under this Agreement and/or the purchase order, Seller shall provide to Buyer a personal, non-transferable, non-exclusive limited license to use the Software described in the relevant purchase order and the Seller Information incorporated into any deliverables, if any, for purpose of Buyer's ordinary business as defined in a statement of work and in the particular location(s) and/or on the particular systems for which Buyer licensed such Software, as those locations and/or systems are identified in the purchase order.
- b) Seller's Software licensed to Buyer may contain components that are owned by third parties. The third-

party owner shall retain exclusive right to its firmware and software. Use of such third-party components may be subject to restrictions contained in the third party's end-user license agreement in addition to the conditions set forth herein. Seller shall make available to Buyer upon request the third party's end-user license agreement applicable. Copyright and other proprietary rights notices of Seller and third parties are contained in the Software and Buyer shall not modify, delete or obfuscate such notices.

- c) Buyer may not without Seller's prior written express consent (i) copy, modify, sublicense, loan or transfer in any manner the Software licensed herein; (ii) create derivative works based on the Software licensed herein; (iii) translate, decompile, disassemble, reverse assemble, reverse engineer, emulate or perform any other operation on the Software, unless the operation is specifically authorized by law. In the event that Seller is providing a validation of Buyer's own programming to determine its conformance with the specific Seller supplied Software, Seller only provides advice or review of the actual programming and does not provide any opinion or advice on the use or applicability of Buyer's programming. The Logic Validator software product does not replace a formalized test program developed by experienced TÜV, or otherwise proper SIL program by safety instrumented system (SIS) certified engineers. Buyer shall hold the Software licensed herein in strict confidence and will not allow third parties, other than its employees with a need to use the Software and who have agreed to comply with the terms of this Software License article, to access or use the Software without Seller's prior written consent. Buyer agrees to defend, indemnify and hold harmless Seller from all damages and third-party claims arising from unauthorized use or transfer of the Software.
- d) Notwithstanding the foregoing restrictions but subject to all restrictions applicable to Third Party Products as set forth herein Buyer shall be entitled to make one (1) copy of the Software for backup or archival purposes and may make a limited reasonable number of copies of the instruction manuals and documentation related to the Software for purpose of their use by Buyer in connection with the authorized use of the Software. All titles, trademarks and copyrights and restricted rights notices shall be reproduced in such copies.
- e) Buyer shall maintain complete and accurate records documenting the location and use of the licensed Software in Buyer's possession. No later than thirty (30) days upon receipt of Seller's written request, Buyer shall provide Seller with a signed certification of compliance with the Software licensing conditions. Seller has the right to conduct an audit of Buyer's use of the Software. Any such audit shall be conducted during regular business hours at Buyer's facilities. If an audit reveals any underpayment of license fees, Buyer shall be invoiced for additional license fees consistent with Seller's then current price list for the Software, without any discount being applicable in that instance. Buyer shall then immediately pay the underpaid amount together with interest at a rate of one and one-half percent (1.5%) per month or partial month during which such amount was due and unpaid, or the highest rate allowed by applicable law. The assessment of additional license fee is without prejudice to Seller's other remedies in the event of breach by Buyer of other licensing conditions.
- f) Buyer may not transfer its license to use the Software and related documentation and written materials to a third party without the Seller's prior written consent. In case of Seller approval of such transfer, Buyer shall be responsible to ensure that the recipient agrees to the terms of this Software License article.
- g) If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Buyer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under Seller's standard commercial license.

Article 13 - CONFIDENTIALITY

- 13.1 "Confidential Information" shall mean any and all information in any form that each Party provides to each other in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Unless otherwise provided in the Specifications, Confidential Information does not include work products resulting from the Services performed hereunder and information which (i) is already known to the other Party at the time of disclosure; (ii) is independently developed without the benefit of the other's Confidential Information; (iii) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (iv) has entered the public domain through no fault of the recipient.
- 13.2 Each Party retains ownership of its Confidential Information.
- 13.3 Each party agrees to (i) protect the other's Confidential Information in the same manner as it protects the

confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other's Confidential Information only in relation to the Purchase Order.

13. 4 Upon termination of this Agreement or a relevant Purchase Order or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing Party's Confidential Information.
13. 5 Neither Party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this Agreement, disclose to any person any Confidential Information of the other Party without the other Party's prior written consent, except where Confidential Information may be disclosed by law.
13. 6 Unless otherwise agreed in Purchase Orders, these confidentiality obligations shall terminate five (5) years after the expiration of the relevant Purchase Order or termination of this Agreement, whichever comes first.

Article 14 - SUSPENSION

14. 1 Seller's performance of work under this Agreement or a Purchase Order may be suspended by the Buyer in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Suspension") of at least thirty (30) business days.
14. 2 Upon Notice of Suspension, Seller shall (i) discontinue work on the date and to the extent specified in the notice; and (ii) makes every reasonable effort to stop orders for materials and equipment and reassign personnel.
14. 3 Upon Notice of Suspension, Buyer shall Pay all fees earned and expenses incurred in connection with the performance of this Agreement or the Purchase Order until the effective date of such suspension ("Fees and Expenses") including all reasonable costs directly related to Buyer's suspension pursuant to this provision, including costs associated with personnel reassignment, travel, restocking charges, storage costs and other administrative requirements ("Suspension Costs").
14. 4 In addition to the above, in the event of a suspension, Buyer acknowledges the following:
 - a) All Milestones and/or delivery dates that have been agreed to, will be postponed, and such Milestones and/or delivery dates will be mutually agreed to upon the lifting of the Suspension.
 - b) If the Suspension continues for more than thirty (30) days that the Seller's personnel assigned to the Agreement or Purchase Order may not be available and any cost required to attain the knowledge required to continue the performance of the Agreement or Purchase Order upon lifting the Suspension will be for the account of the Buyer.
 - c) When the performance is re-commenced, Buyer shall pay costs associated with extending performance, such as, but not limited to, increased costs for Services, Goods, or Software, or the extension of warranties.
 - d) The suspended Agreement and/or Purchase Order shall be recommenced upon the date mutually agreed to between the Parties.
14. 5 If the Buyer breaches any of its contractual obligations, including but not limited to its payment obligations, Seller shall have the right to suspend the performance of the Purchase Order.
14. 6 Notwithstanding the foregoing, with respect to off the shelf products, Buyer may only suspend a Purchase Order without cause before shipment.
14. 7 In the event that the suspension continues for greater than ninety (90) days, Seller, at its sole option, may terminate the Purchase, and the suspension shall be treated as a Termination for Convenience.

Article 15 - TERMINATION FOR CONVENIENCE

15. 1 Seller's performance of work under this Agreement or a Purchase Order may be terminated by the Buyer in accordance with this article in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Termination") of at least thirty (30) business days. Any such termination shall take place by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Agreement or Purchase Order is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise:
 - a) discontinue work on the date and to the extent specified in the notice; and
 - b) makes every reasonable effort to either obtain cancellation of all orders to subcontractors.

- 15.2 Upon Notice of Termination, Buyer shall (i) pay all fees earned and expenses incurred in connection with the performance of this Agreement or the Purchase Order until the effective date of such termination ("Fees and Expenses"), (ii) any and all reasonable costs directly related to Buyer's termination pursuant to this provision, including costs associated with personnel reassignment, travel, restocking charges and other administrative requirements ("Termination Costs"), and (iii) a termination fee of ten percent (10%) of the remaining value of each terminated Purchase Order. In the event of partial execution of the Agreement or when termination occurs between two invoicing milestones, a prorated share of the fees shall be added based upon the portion of Purchase Order completed on the termination date.
- 15.3 Notwithstanding the foregoing, with respect to off the shelf Goods, Buyer may only terminate a Purchase Order without cause before shipment.

Article 16 - TERMINATION FOR DEFAULT

- 16.1 Either Party may terminate this Agreement or any outstanding Purchase Order for default if the other has materially breached any of its obligations under the relevant Purchase Order and has not cured the breach within thirty (30) days of written receipt of a notice from the other Party.
- 16.2 Termination of a Purchase Order by either Party whether for default or for convenience shall not affect continuing performance by the Parties of their respective obligations under a different Purchase Order, unless otherwise agreed upon by the Parties.

Article 17 - STORAGE AND BAILMENT OF BUYER'S MATERIALS AND/OR EQUIPMENT

- 17.1 If Buyer is not able to receive the Goods as agreed in the Purchase Order, or If the Buyer were for any reason not able to inspect and approve the Goods that were ready to be delivered as per the agreed delivery schedule, the Seller will store those goods and will have the right to charge the Buyer for the storage fee through a Change Order.
- 17.2 If Seller must store any of Buyer's materials and/or equipment under this Agreement, Seller shall (i) stores such materials and/or equipment in a clean, dry, and secure location, unless otherwise agreed in writing by Buyer; and (ii) mark, notify, or otherwise indicate in a manner to make it evident to Seller's creditors, that such materials and/or equipment belong to Buyer.

Article 18 - COMPLIANCE

- 18.1 Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation.
- 18.2 The deliverables provided by Seller under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the Goods, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export license/s has been obtained from the relevant authority and the Seller has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or this Agreement.
- 18.3 Either Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance.
- 18.4 The Parties may correspond and convey documentation via the Internet unless Buyer expressly requests otherwise. Neither Party has control over the performance, reliability, availability or security of the Internet. Seller shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss,

delay, interception, corruption or alteration of any communication over the Internet due to any reason beyond Seller's reasonable control.

Article 19 - FORCE MAJEURE

19. 1 Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion, epidemic or pandemic, strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority.
19. 2 The Buyer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics or pandemic and that the situation may trigger stoppage, hindrance or delays in Seller (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Buyer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
19. 3 Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

Article 20 - INDEPENDENT CONTRACTOR

20. 1 Seller is performing the Services as an independent contractor and not as an employee of Buyer and none of Seller's personnel shall be entitled to receive any compensation, benefits or other incidents of employment from Buyer. Seller shall be responsible for all taxes and other expenses arising from the employment or independent contractor relationship between Seller and its personnel and the provision of services hereunder by such personnel to Buyer.
20. 2 At all times and notwithstanding anything to the contrary herein or in a Purchase Order, Seller retains full control over the methods, details, persons employed or otherwise used to perform the Services and any other means of performance of its obligations under a Purchase Order and vary the composition of the team assigned to the performance of the Services or make different arrangements to achieve completion of its obligations.
20. 3 Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between Buyer and Seller, nor shall anything in this Agreement be deemed to create an agency relationship between Buyer and Seller. Neither Buyer nor Seller shall be or become liable or bound by any representation, act or omission whatsoever of the other.

Article 21 - BUYER'S OBLIGATIONS

21. 1 Unless otherwise specifically agreed in the Specifications, Seller's personnel shall not perform Services on equipment in operation on Buyer's work site.
21. 2 If Seller is to perform Services on Buyer's work site, Buyer shall be responsible for obtaining all applicable permits, visas or other governmental approvals required. Buyer shall be responsible for ensuring the safety of work conditions at its site and the safety of Seller's personnel.
21. 3 Seller ensures that its employees, subcontractors and agents adhere to and comply with Buyer's health, safety, security and environmental ("HSSE") policies while at the work site, to the extent these policies have been made available to Seller.
21. 4 Buyer agrees to cooperate with Seller in the performance of the project described in the Specifications, including, without limitation, providing Seller with, timely access to data, information and personnel of Buyer, and while on Buyer's Site, reasonable facilities and a safe working environment.

- 21.5 Buyer acknowledges and agrees that Seller's performance is dependent upon the timely and effective satisfaction of Buyer's responsibilities hereunder and timely decisions and approvals of Buyer where required. In addition, Buyer acknowledges and agrees that Seller may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information furnished by Buyer without any independent investigation or verification thereof, and that Seller shall be entitled to rely upon the accuracy and completeness of such information in performing its obligations. In the event that Seller incurs cost or is delayed due to Buyer's failure to comply with its obligations hereunder, Buyer shall issue a change order to extend the schedule and/or to provide the additional funding for any of Seller's costs incurred.

Article 22 - INSURANCE

- 22.1 Seller maintains sufficient insurance and shall provide upon request to Buyer, certificates of such insurance policies. Seller agrees to provide a thirty (30) days advance notice of any material change or cancellation of any insurance policies.

Article 23 - INDEMNIFICATION

23.1 General Indemnity:

Seller shall indemnify, defend and hold Buyer harmless against third party claims (including without limitation, the Parties' employees) for personal injury, death or loss or damage to property caused by and to the extent of Seller's negligence in the performance of its obligations hereunder, provided (i) Seller is entitled to exclusively control the defense against the claim; (ii) Seller is immediately notified of such claim and (iii) Buyer provides reasonable assistance in the defense of the claim and does not enter into any settlement or make any concession without the Seller's prior written approval.

23.2 Intellectual Property Infringement Indemnity:

- a) Unless otherwise set forth in the applicable Seller's License Agreement, Seller shall defend, indemnify and save harmless Buyer from and against any third party claims, suits, judgments, court costs, reasonable attorney's fees and other liabilities, demands or losses (altogether "Liabilities") to the extent such Liabilities result from an infringement due to the Services and/or Goods, Software's design or construction, of a patent or copyright owned by a third party in the country of manufacture of such Goods and/or Software or in the country of performance of the Services at the time of execution of the relevant Purchase Order under which the alleged infringement has occurred, provided that (i) Seller shall be promptly notified of the bringing of said suits; (ii) Seller shall be given the sole control of the defense and all related settlement negotiations; (iii) Buyer agrees to fully assist Seller in the defense of the claim and (iv) Buyer complies with Seller's direction to cease any use of the Goods or Software which in Seller's reasonable opinion, is likely to constitute an infringement. Seller shall not be responsible for any settlement made without its consent.
- b) The foregoing obligations do not apply when the claim of infringement results from or is related to: (i) Goods and/or Software provided pursuant to Buyer's designs, drawings or specifications; (ii) Goods and/or Software stored, used or maintained otherwise than in accordance with Seller's instructions or recommendations or other than for the Buyer's internal business purpose; (iii) claims of infringements resulting from combining Goods or Software provided hereunder with any other item not furnished by Seller; (iv) modifications to the Goods or Software without prior written consent of Seller; (v) parts supplied or designed by Buyer or third parties; and (vi) Buyer's failure to use corrections or enhancements made available by Seller.
- c) Seller may cease to deliver any Goods, Software or Services, which it reasonably considers could infringe third party's rights, without being in breach of this Agreement.
- d) In case said results of Services, Software or Goods, or any part thereof, is in such suit held to constitute infringement and/or its use is enjoined, the Seller shall, at its own expense and option either: (i) procure for the Buyer a royalty-free license to continue using such Software, results of Services or Goods, or (ii) replace same with substantially equal but non-infringing equipment or modify it so it becomes non-infringing, provided that no such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Agreement. In the event Seller is unable to do either of the foregoing, the allegedly infringing item shall be returned to Seller and Seller's maximum liability shall be to refund to Buyer the amount paid for such item, less a reasonable depreciation for use and damage.

23. 3 This Article states the Parties' entire liability and sole remedy with respect to infringement or claims thereof.

Article 24 - LIMITATION OF LIABILITY

24. 1 NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR: LOSS OF BUSINESS, PROFITS, REVENUES OR ANTICIPATED SAVINGS; LOSS OR DEPLETION OF GOODWILL; LOSS OF ORDERS, PRODUCTION OR USE; LOSS OR CORRUPTION (OR RECONSTRUCTION) OF DATA OR INFORMATION OR RECONSTRUCTION OF DATA OR INFORMATION; ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES; OR ANY INCIDENTAL OR PUNITIVE DAMAGES.
24. 2 NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF SELLER FOR DIRECT DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE BUYER TO SELLER FOR THE WORK GIVING RISE TO A CLAIM.
24. 3 TO THE EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS ARTICLE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

Article 25 - ASSIGNMENT

25. 1 This Agreement shall extend to and be binding upon the parties hereto, their successors, and assigns, provided, however, that neither Party shall assign or transfer this Agreement or any Purchase Order hereunder without the other party's express prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall have the right to assign this Agreement or any Purchase Order hereunder to any of its parent, affiliates without prior written consent of Buyer and Buyer shall have the right to transfer the licensed Software in accordance with the applicable License.
25. 2 Seller shall have the right at any time without prior consent of Buyer to subcontract all or part of its obligations under a Purchase Order. Such subcontract shall not relieve Seller from its obligations under this Agreement and relevant Purchase Order.

Article 26 - LAWS AND DISPUTE RESOLUTION

All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of Massachusetts, excluding such jurisdiction's rules regarding conflicts of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever.

Article 27 - SOLE AGREEMENT

27. 1 This Agreement, including any Purchase Order entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing with respect to this subject matter. This Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both Parties.

Neither the terms of any invoice or other instrument documenting a payment or transaction that is issued by Buyer in connection this Agreement, nor any other act, document, pre-printed form or statement, usage, custom, or course of dealing shall modify the terms of this Agreement. In the event of any conflict between the terms of this Agreement and any Purchase Order, the provisions of this Agreement shall govern unless expressly agreed upon by the Parties under the Purchase Order and modifications made by the Purchase Order to this Agreement are required to comply with local applicable laws.

Article 28 - MISCELLANEOUS

28. 1 **Waiver.** Failure by either Party to insist upon strict performance of any of the terms and conditions hereof or failure or delay exercising any rights or remedies provided herein or by law or to properly notify the other in the event of breach shall not be construed as a waiver of any provision of this Agreement or Purchase

- Order. No waiver by a party of a right or default under this Order shall be effective unless in writing.
28. 2 **Press Releases and Client List Reference.** Neither Party shall issue any press release concerning Seller's work without the others consent. Notwithstanding the foregoing, Seller may identify Buyer as a client of Seller; use Buyer's name and logo and release and announcement regarding the award of this Agreement. Seller may generally describe the nature of the Services in Seller's promotional materials, presentations, case studies, qualification statements and proposals to current and prospective clients.
28. 3 **Severability.** If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.
28. 4 **Amendments.** Any amendment to the terms of this Agreement shall only be effective if made in writing and signed by Buyer and Seller. Once an Agreement amendment is made, it shall be deemed incorporated as of its effective date for all future Purchase Orders, unless expressly stated to the contrary in the Agreement amendment. Such amendment shall also apply to ongoing Purchase Orders except no such amendment shall impact the pricing, pay, title, delivery, or freight terms of ongoing Purchase Orders unless expressly stated to the contrary in the Agreement amendment.
28. 5 **Notice.** All notices hereunder shall be deemed given if delivered in writing personally, by courier, sent via US mail, electronic transmission, telephone facsimile, telex, or telegram to Buyer or to Seller at the address(es) set forth in the Purchase Order(s). Electronic transmission must be acknowledged by a process requiring human action. Any notice given by US mail shall be deemed given at the time such notice is deposited with the US mail service.
28. 6 **Survivorship.** The provisions of this Agreement that by their nature survive final acceptance under a Purchase Order, expiration, cancellation or termination of any Purchase Order or Agreement and shall remain in full force and effect after such acceptance and payment for the period specified herein, or if not specified then for the maximum time allowed by law. These Articles are (Definitions, Price, Taxes, Warranties, Intellectual Property Ownership, Seller Software License "if any", Confidentiality, Compliance, Force Majeure, Indemnification, Limitation of Liability and Laws and Dispute Resolution)
28. 7 **Headings.** The headings in this Agreement are for ease of reference only and shall not be used to construe or interpret the provisions of the Agreement.

RESOLUTION NO. 086

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF SOLID WASTE ERF PLC UPGRADE**

By Legislator Stephen Walpole:

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

RESOLVED, that the County Treasurer be, and 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 VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO

Authorized Budget Modification

Res. 086 of 2021

CL 159900

(\$550,000.00)

CL 8161 542200

\$550,000.00



Oswego County Department of Solid Waste

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

MEMORANDUM

To: Infrastructure, Facilities and Technology Committee

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

Re: PLC Upgrade Budget Mod

Date: March 23, 2021

In addition to upgrading the PLC- CPU, software, and I/O drops a fiber optic cable loop must be installed along with replacing the existing servers, the age of which are unknown.

I am therefore requesting a budget modification to transfer \$550,000 from Solid Waste Unappropriated Fund Balance into Repairs & Maint Equip (8161.542200 PLC) to cover the costs of this project.

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJECT	ORG	OBJECT	PROJECT		
CL	159900					Unappropriated Fund Balance - DSW	\$ (550,000.00)
			CL8161	542200		Repairs & Maint Equip PLC	550,000.00
TOTAL AMOUNT							-

COMMITTEE SIGNATURES

DATE

Handwritten text: *Handwritten text, possibly a signature or name, written vertically.*

COUNTY TREASURER	DATE
PERSONNEL DIRECTOR	DATE 4621
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE

RESOLUTION NO. 087

**RESOLUTION AUTHORIZING THE CHAIRMAN
TO EXECUTE A LEASE AGREEMENT WITH THE TOWN OF RICHLAND
(H. Douglas Barclay Courthouse)**

By Legislator Stephen Walpole:

WHEREAS, the Town of Richland has utilized a portion of the H. Douglas Barclay Courthouse for town offices for many years; and

WHEREAS, the current lease with the Town of Richland has expired; and

WHEREAS, the continued leasing of a portion of this facility to the Town of Richland is in the county's best interests and helps to defray the cost of operation of this building at the same time,

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 lease agreement with Town of Richland.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

**LEASE AND AGREEMENT
BY AND BETWEEN THE COUNTY OF OSWEGO
AND THE TOWN OF RICHLAND, NEW YORK**

DRAFT

This Lease entered into this 1st day of January, 2021 ("Effective Date") by and between **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York with its principal offices located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126, hereinafter referred to as "**LANDLORD**" hereby leases to the **TOWN OF RICHLAND**, a municipal corporation by and of the State of New York, hereinafter referred to as "**TENANT**" the premises located at the Oswego County Court House, Pulaski, New York, commonly known and referred to as the **PULASKI COURT HOUSE** and consisting of a portion of a brick, federal style court house and the surrounding parking area/driveway on the following terms and conditions:

1. **Premises:** The Premises demised herein shall be limited to approximately 2,166 square feet on the first floor of the Pulaski Court House, Pulaski, New York, presently occupied by Tenant, and shall include permission to use the adjacent parking areas in connection with this lease. The premises shall also include one (1) 178 square foot office on the second floor. The address for the Premises is the Oswego County Court House, Pulaski, New York. Attached hereto and made a part hereof is a sketch of the areas presently used or occupied by the tenant and intended to be covered by this lease. Incidental use of the Courtroom for town or public purposes, which does not conflict with the lease agreement between the county and the NYS Unified Court System, is not prohibited.
2. **Term:** The Initial Term of this Lease shall commence at 12:01 A.M. on April 15th, 2021 ("Commencement Date") and ending at 12:01 A.M. on December 31st, 2021 unless sooner terminated as provided herein. The Lease may be renewed for additional twelve (12) month Renewal Terms starting on January 1st, 2022 on an annual basis at the sole option of the Landlord on the terms and conditions indicated herein through December 31st, 2023. The Tenant shall exercise said desire to renew said lease by notifying the Landlord by registered mail a minimum of ninety (90) days prior to the termination of the Lease.
3. **Right to Lease and Warranty of Title:** Landlord represents and warrants that: (i) Landlord has the sufficient right, title and interest in the Property to enter into this Agreement and to grant Tenant its rights hereunder; (ii) Landlord has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Landlord's performance of its obligations under this Agreement; (iii) Landlord owns the Property in fee simple and has the right to grant access to and use of the Premises; and (iv) Landlord shall provide to Tenant quiet and peaceful enjoyment of the Premises.
4. **Rent:** Tenant agrees to pay, and Landlord agrees to accept, as rent for the use and occupancy of said premises, rent the sum of **FIFTEEN THOUSAND SEVENTY-SEVEN AND 14/100 DOLLARS (\$15,077.14)** for the calendar year 2021 with credits for any rents paid as a holdover tenant under the prior lease and, thereafter, an increase in rent of three (3) percent over the prior year's rents for each twelve (12) month renewal term thereafter. Rents

Town of Richland – Pulaski Court House Lease

are payable twice a year as follows: ½ of the rent on or before June 1st and October 1st of the term to the following address: Oswego County Treasurer's Office, Attn: Lease Proceeds, Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126.

5. **Condition and Maintenance of Premises:** Tenant acknowledges that the Premises have been examined as well as all the equipment and personal property subject to this lease and that said Premises, equipment and personal property are in good, safe and clean condition and repair. As a partial inducement to entering into this agreement Tenant further agrees to:
 - (a) Keep the premises in good order and condition and, on the expiration or sooner termination of this lease surrender them to Landlord in as good condition as they were on the date of this Lease, reasonable wear and tear or damage by the elements excepted; and
 - (b) Immediately notify the Landlord of any defects, dilapidations or dangerous conditions; and
 - (c) Promptly reimburse the Landlord for the cost of any repairs to said Premises, or the equipment or personal property subject to this Lease, caused by Tenant's negligence or misuse of the Premises or the negligence or misuse of any of Tenant's employees or clients.
6. **Use:** Tenant shall not permit the demised premises, or any part thereof subject to this Lease, to be used for (1) the conduct of any offensive, noisy or dangerous activity that would increase the premiums for fire insurance on said premises; (2) the creation or maintenance of a public nuisance; (3) anything which is against the laws, rules or regulations of any public authority at any time applicable to the demised Premises; or (4) any purpose or in any manner which will obstruct, interfere with or infringe on the rights of other tenants of the Landlord.
7. **Utilities:** As part of the rent paid hereunder, Landlord shall pay charges incurred for the furnishing of public utilities to said Premises, including any deposits required for said utilities and the provision of natural gas or fuel oil, but is not responsible for providing telephone, internet and CATV service to Tenant. Tenant shall pay all charges attributable to its telephone, CATV or internet installation or use on the premises.
8. **Alterations:** Tenant shall make no alterations or improvements to said Premises nor do any painting or redecorating of said premises without the prior express written consent of the Landlord. Should Tenant make any alterations or improvements to said Premises or do any painting or redecorating of said Premises without the prior express written consent of the Landlord, or should Tenant damage or lay waste to the Premises, then the full cost of restoring said Premises to their prior condition shall be borne by the Tenant with the consent of the Landlord, including any wall-to-wall carpeting and draperies installed by Tenant, shall become property of the Landlord and remain on said premises on the expiration or sooner termination of this Lease, unless otherwise agreed upon by the parties hereto.

Town of Richland – Pulaski Court House Lease

9. **Hold Harmless and Indemnification:** Tenant agrees to indemnify and hold Landlord and the property of Landlord, including said premises harmless from any and all liability, claims, loss, damages, or expenses, fees and/or costs, arising by reason of the death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by some condition of or on said premises, the fault of the Tenant, or some act or omission, whether or not negligent or intentional of Tenant or any person in, on or about said Premises as a guest or client of Tenant.
10. **Destruction of Premises:** Should any part of said Premises be destroyed by fire, casualty or other cause not the fault of the Tenant, Landlord shall promptly repair and restore said Premises to their former condition at Landlord's sole cost and expense. During the making of the repairs and the restoration work, the rent payable under this lease shall be abated for the time and to the extent that Tenant is prevented from fully occupying and enjoying said premises under this Lease in Tenant's usual and normal manner. However, in lieu of making such repairs and performing such restoration work, Landlord may terminate this lease where (a) the necessary repair or restoration work cannot reasonably be completed under applicable laws and regulations within thirty (30) working days after it is commenced, or (b) the loss is not covered by Landlord's then existing fire and/or general liability insurance policies, provided that such policies are of an adequate and reasonable nature. Should Landlord elect to terminate this Lease under the provisions of this paragraph, any security deposits and/or unused rent, prorated, shall promptly be returned to the Tenant. The Tenant shall continue to occupy said Premises to the extent possible provided the agencies which license and oversee the operation of the Tenant approve continued occupancy.
11. **Default By Tenant:** Should Tenant be in default for a period of more than thirty (30) days in the payment of any rent hereunder or in the performance of any other provision of this Lease, the Landlord may terminate this Lease and regain possession of the demised Premises in the manner provided by the laws of the State of New York in effect at the date of such default.
12. **Landlord's Election to Continue Lease During Breach:** At Landlord's sole option, should Tenant have breached this Lease and abandoned said Premises, this Lease shall continue in full force and effect for so long as Landlord does not terminate Tenant's rights to possession, and Landlord may enforce all of the available rights and remedies under this Lease, including the right to recover rent as it becomes due, except in the case of an abandonment as a result of a supervising state or local agency's requirement due to a condition of the Premises.
13. **Insurance; Waiver of Subrogation:**
 - (a) Tenant, at its sole cost and expense shall provide and maintain, during the Term of this Lease and any Renewal Terms insurance as follows:

Town of Richland – Pulaski Court House Lease

- NYS Workers Compensation insurance - statutory limits.
 - Commercial General Liability Insurance - MINIMUM - \$1,000,000 per occurrence/ \$2,000,000 aggregate on a per location basis; \$300,000 damage to rented premises each occurrence limit.
 - Excess Insurance – MINIMUM \$2,000,000 each occurrence and aggregate on a “follow-form” basis.
 - Property Insurance – Coverage for the Tenant’s business personal property, improvements and betterments and extra expense. The deductible shall not exceed \$5,000. The policy shall contain a waiver of subrogation in favor of the County.
- (b) Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the tenant hereby agrees to effectuate the naming of the Landlord as an additional insured on the tenant’s insurance policies.
- (c) The policy naming the Landlord as an additional insured shall:
- a. Be an insurance policy from an A.M. Best rated “Secure” or better, New York State admitted insurer;
 - b. List the Landlord as an additional insured by using endorsement CG 2026 or equivalent; and
 - c. State that the Tenant’s coverage shall be primary and non-contributory coverage for the Landlord and its officers, employees and volunteers.
- (d) Tenant agrees to indemnify the Landlord for any applicable deductibles and any self-insured retention.
- (e) Tenant acknowledges that failure to obtain such insurance on behalf of the Landlord constitutes a material breach of lease and subjects it to liability for damages, indemnification and all other legal remedies available to the Landlord.
- (f) At the Landlord’s request, the Tenant shall provide a copy of the declaration page of the liability policy with a list of endorsements.
- (g) The Landlord is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Landlord but also the NYMIR, as the Landlord’s insurer.
- (f) A copy of a certificate of insurance shall be forwarded to the Office of the Oswego County Attorney, Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126-2137 within thirty (30) days of the execution of this Lease and shall specifically reference

Town of Richland – Pulaski Court House Lease

the leasehold premises and for each renewal term thereafter.

- (g) Tenant and Landlord release each other from any claims for damage to the Premises or to the furnishings and equipment covered by and provided for in its own insurance policies carried by any of the parties which are in full force and effect at the time of such claim and contain a clause to the effect that such release does not affect the policy or the insured's right to recovery thereunder. Tenant and Landlord shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damages covered by said insurance policies.
- 14. **Holdover by Tenant:** Should Tenant remain in possession of the demised Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions of this Lease but shall be terminable upon thirty (30) days written notice served by either the Landlord or the Tenant on the other party to this Lease.
- 15. **Acts Constituting a Breach by Tenant:** Tenant shall be guilty of a material breach of this Lease should Tenant:
 - (a) Fail to pay any rent or other sum becoming due and payable hereunder on the date that it becomes due; or
 - (b) Default in the performance of or breach of any provision, term, covenant or condition of this lease; or
 - (c) Breach this Lease and abandon said premises prior to the expiration of the full term of this Lease.
- 16. **Landlord's Remedies for Breach of Lease:** Should the Tenant be in material breach of this Lease as defined herein, Landlord. In addition to any other remedies allowed to Landlord at law or equity, Landlord may:
 - (a) Continue this Lease in effect by not terminating Tenant's right to possession of said Premises and thereby be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due and payable hereunder;
 - (b) Terminate this Lease and Tenant's right to possession of said Premises and commence an action or proceeding against Tenant to recover:
 - (1) The value and sum total of the unpaid rent due and owing at the time of the termination of this Lease; and
 - (2) The value and sum total by which the unpaid rent would have been earned **BUT FOR** termination of this Lease exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; and

Town of Richland – Pulaski Court House Lease

- (3) Commence, in lieu of, or in addition to, the action or proceeding described hereinabove, an action to re-enter and to regain possession of said Premises in the manner provided by law.
17. **Notices:** Except as is otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereby by the other party hereto shall be in writing and shall be deemed duly served and delivered when given to the party, Landlord or Tenant to whom it is directed or, in lieu of such personal service, when deposited in the United States Mail, first-class postage prepaid, addressed to the Tenant at the address of said Premises, or to Landlord at: Office of the County Attorney, Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126-2137. Either party may change their address for the purposes of this paragraph by giving written notice of the change to the other party in the manner provided herein.
18. **Statutory Compliance:** In acceptance of this Agreement, the Tenant covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and New York State Human Rights Law.
- Pursuant to New York Finance Law § 139-L, the Tenant, by signing this Agreement, further certifies under penalty of perjury that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.
19. **Lease Binding on Heirs, Successors and Assigns:** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Landlord and Tenant hereto, but nothing contained herein shall be construed as a consent by the Landlord to any assignment of this Lease by Tenant.
20. **Assignment Prohibited:** Tenant shall not, without Landlord's prior written consent, (a) assign, convey or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (c) sublet the Leased Premises or any part thereof; or, (d) permit the use of occupancy of the Leased Premises or any part thereof by anyone other than Tenant without the prior written approval of the Landlord.
21. **Waiver:** The waiver of any breach of any of the provisions of this Lease by the Landlord or Tenant shall not constitute a continuing waiver or a waiver of any subsequent breach by Landlord or Tenant either of the same provision or of another provision of this Lease.
22. **Amendment:** No amendment or modification to any provision of this Lease shall be valid unless made in writing and agreed to and signed by both Landlord and Tenant.

Town of Richland – Pulaski Court House Lease

23. Sole and Only Agreement: This instrument constitutes the sole and only agreement by and between Landlord and Tenant respecting said premises or the leasing of said premises and any equipment or personal property subject to this lease to Tenant or Landlord. It correctly sets forth the obligations of Landlord and Tenant to each other as of this date, and any agreements or representations respecting said premises, the equipment or personal property subject to this Lease, or their leasing by Landlord to Tenant not expressly set forth herein are null and void.

24. Miscellaneous Lease Provisions:

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- (b) Consent or approval of Landlord, where required, shall not be unreasonably withheld, delayed or denied.
- (c) If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.
- (d) The Effective Date of this Agreement shall be the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first hereinbefore written.

COUNTY OF OSWEGO

BY: _____
Hon. James Weatherup, Chairman
Oswego County Legislature

L.S.

TOWN OF RICHLAND

BY: _____
Daniel C. Krupke, Supervisor
Town of Richland

L.S.

Town of Richland – Pulaski Court House Lease

Acknowledgment

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

On April____, 2021, before me, the undersigned, personally appeared Hon. James Weatherup, as Chairman of the Legislature of the County of Oswego, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his official capacity and that by his signature on this instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.

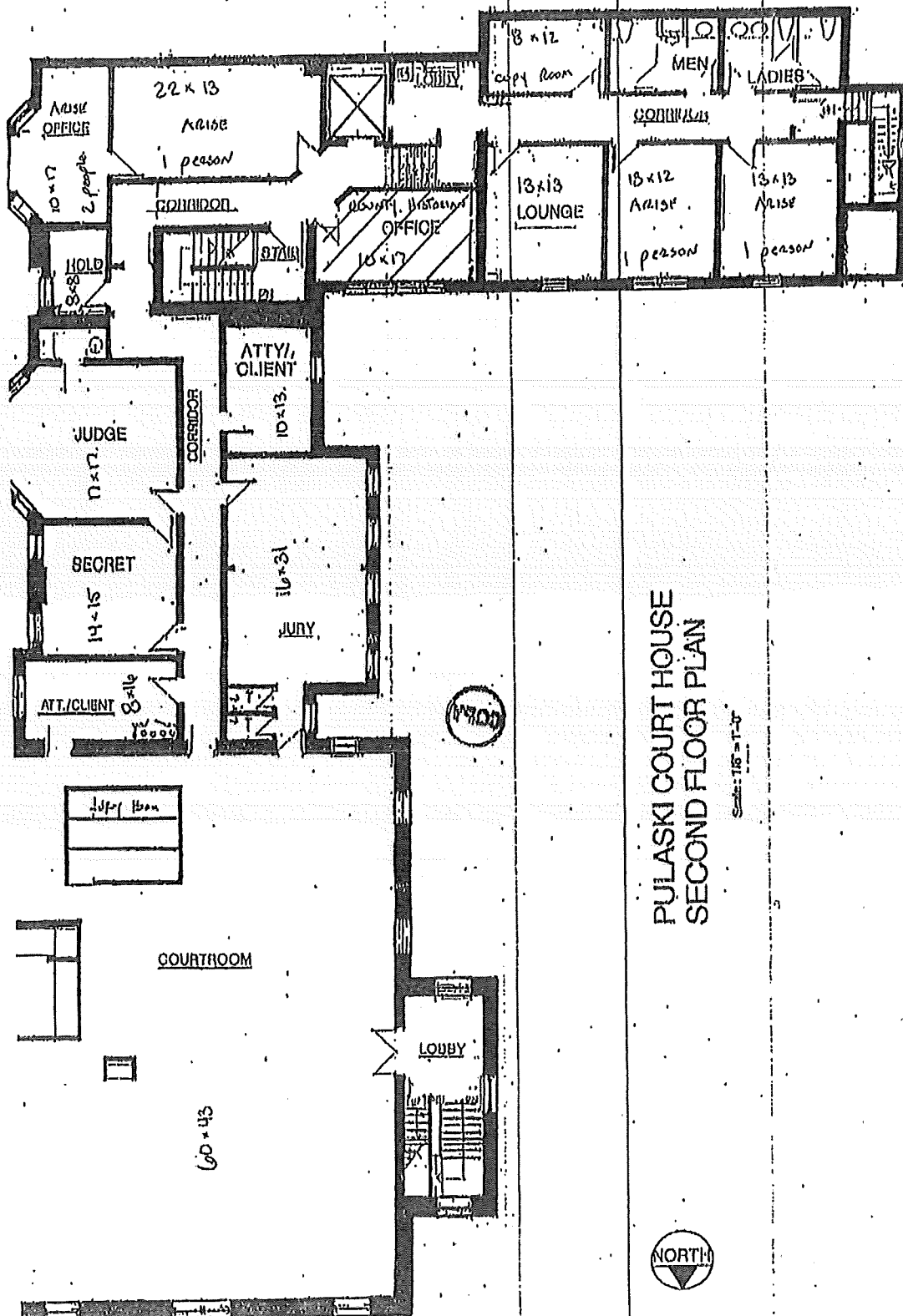
NOTARY PUBLIC, STATE OF NEW YORK

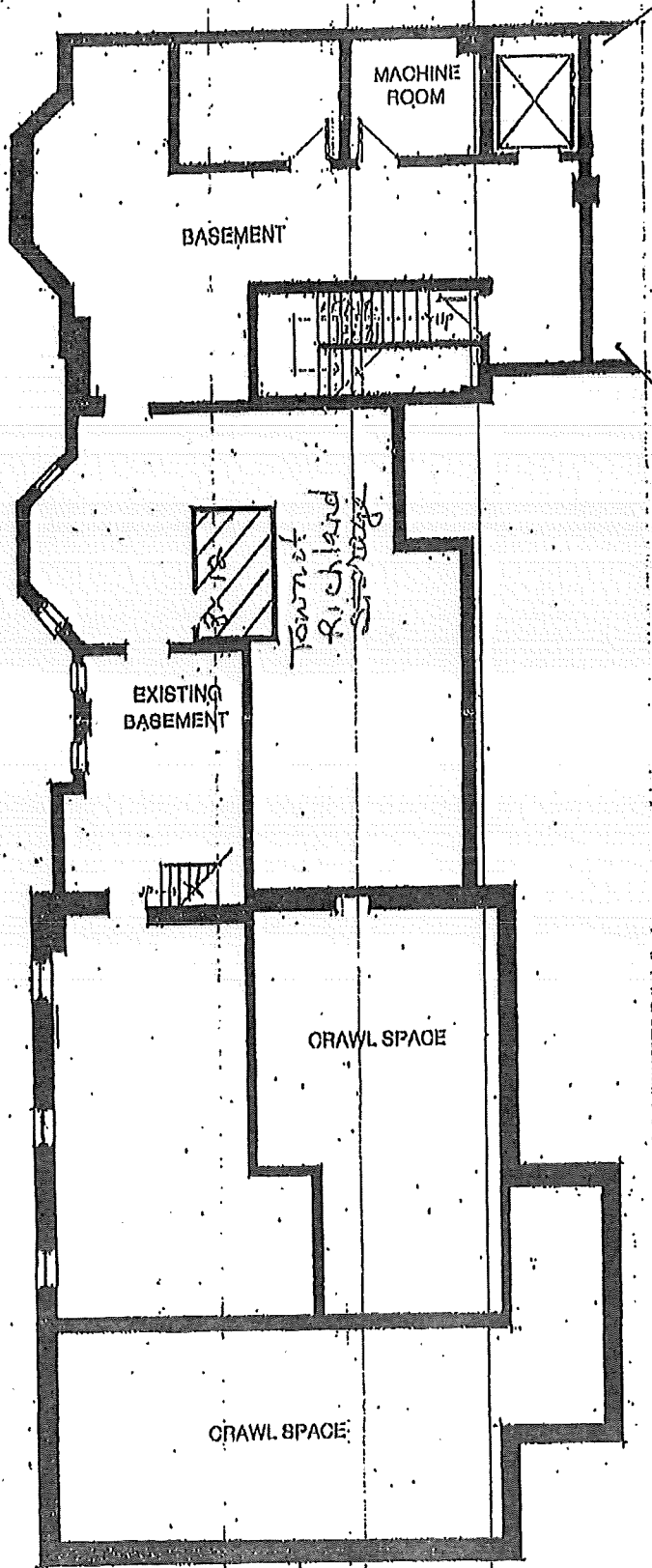
Acknowledgment

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

On April____, 2021, before me, the undersigned, personally appeared Hon. Daniel C. Krupke as Supervisor of the Town of Richland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his official capacity and that by his signature on this instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC, STATE OF NEW YORK





PULASKI COURT HOUSE
BASEMENT FLOOR PLAN

Scale: 1/8" = 1'-0"

RESOLUTION NO. 088

**RESOLUTION AUTHORIZING THE CHAIRMAN
TO EXECUTE A LEASE AGREEMENT WITH THE OSWEGO COUNTY SOIL
AND WATER DISTRICT
(3095 NYS Route 3, Town of Volney)**

By Legislator Stephen Walpole:

WHEREAS, the Oswego County Soil and Water District has utilized a the former Ferlito Farm in the Town of Volney for many years; and

WHEREAS, the current lease with the Soil and Water District has expired; and

WHEREAS, the continued leasing of a portion of this facility to the Soil and Water District is in the county's best interests and helps to offset the carrying costs of this property at the same time,

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

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute the annexed lease agreement with the Oswego County Soil and Water District.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

**LEASE AND AGREEMENT
BY AND BETWEEN THE COUNTY OF OSWEGO
AND THE OSWEGO COUNTY SOIL AND WATER DISTRICT**

This Lease entered into this ____ day of July, 2021 ("Effective Date") by and between **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York with its principal offices located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126, hereinafter referred to as "LANDLORD" hereby leases to the **OSWEGO COUNTY SOIL AND WATER CONSERVATION DISTRICT**, a public district organized and existing under the Soil and Water Conservation District Law, hereinafter referred to as "TENANT" the premises located at 3095 NY State Route 3, Volney, New York, commonly known and referred to as the Ferlito Farm and consisting of a two-story, wood frame house and the surrounding parking area/driveway on the following terms and conditions:

1. **Premises:** The Premises demised herein shall include a two-story, wood frame house and the surrounding parking area/driveway on the Ferlito Farm. The address for the Premises is 3095 NYS Route 3, Volney, New York.
2. **Term:** The Term of this Lease shall be for six (6) months commencing at 12:01 A.M. on July 1, 2021 ("Commencement Date") and ending at 12:01 A.M. on December 31, 2021 unless sooner terminated as provided herein. The Lease may be renewed on January 1st, 2022 on an annual basis at the option of the Landlord. The Tenant shall exercise said option to renew said lease by notifying the Landlord by registered mail a minimum of sixty (60) days prior to the termination of the Lease.
3. **Right to Lease and Warranty of Title:** Landlord represents and warrants that: (i) Landlord has the sufficient right, title and interest in the Property to enter into this Agreement and to grant Tenant its rights hereunder; (ii) Landlord has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Landlord's performance of its obligations under this Agreement; (iii) Landlord owns the Property in fee simple and has the right to grant access to and use of the Premises; and (iv) Landlord shall provide to Tenant quiet and peaceful enjoyment of the Premises.
4. **Rent:** Tenant agrees to pay, and Landlord agrees to accept, as rent for the use and occupancy of said premises, rent of **SEVEN-THOUSAND AND 00/100 DOLLARS (\$7,000.00)** for the six (6) month period. Said rent is to be paid in equal monthly installments of **ONE THOUSAND ONE-HUNDRED SIXTY-SIX DOLLARS AND 67/100 (\$1,166.67)** in advance of the first day of each and every month to the following address: **Oswego County Treasurer's Office, Attn: Lease Proceeds, Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126.** On the Second Anniversary of the lease date and every Anniversary thereafter, the Tenant agrees to pay an additional rent over the previous years rental in an amount equal to 2 percent increase over the previous year's rent.
3. **Condition and Maintenance of Premises:** Tenant acknowledges that the Premises have

been examined as well as all the equipment and personal property subject to this lease and that said Premises, equipment and personal property are in good, safe and clean condition and repair. As a partial inducement to entering into this agreement Tenant further agrees to:

- (a) Keep the premises in good order and condition and, on the expiration or sooner termination of this lease surrender them to Landlord in as good condition as they were on the date of this Lease, reasonable wear and tear or damage by the elements excepted; and
- (b) Immediately notify the Landlord of any defects, dilapidations or dangerous conditions; and
- (c) Promptly reimburse the Landlord for the cost of any repairs to said Premises, or the equipment or personal property subject to this Lease, caused by Tenant's negligence or misuse of the Premises or the negligence or misuse of any of Tenant's employees or clients.

- 6. **Use:** Tenant shall not permit the demised premises, or any part thereof subject to this Lease, to be used for (1) the conduct of any offensive, noisy or dangerous activity that would increase the premiums for fire insurance on said premises; (2) the creation or maintenance of a public nuisance; (3) anything which is against the laws, rules or regulations of any public authority at any time applicable to the demised Premises; or (4) any purpose or in any manner which will obstruct, interfere with or infringe on the rights of other tenants of the Landlord.
- 7. **Utilities:** Landlord shall pay charges incurred for the furnishing of public utilities to said Premises, including any deposits required for said utilities and the provision of fuel oil, but is not responsible for providing telephone, internet and CATV service.
- 8. **Alterations:** Tenant shall make no alterations or improvements to said Premises nor do any painting or redecorating of said premises without the prior express written consent of the Landlord. Should Tenant make any alterations or improvements to said Premises or do any painting or redecorating of said Premises without the prior express written consent of the Landlord, or should Tenant damage or lay waste to the Premises, then the full cost of restoring said Premises to their prior condition shall be borne by the Tenant with the consent of the Landlord, including any wall-to-wall carpeting and draperies installed by Tenant, shall become property of the Landlord and remain on said premises on the expiration or sooner termination of this Lease, unless otherwise agreed upon by the parties hereto.
- 9. **Hold Harmless and Indemnification:** Tenant agrees to indemnify and hold Landlord and the property of Landlord, including said premises harmless from any and all liability, claims, loss, damages, or expenses, including any reasonable attorney's fees and/or costs, arising by reason of the death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by some condition of or on said premises, the fault of the Tenant, or some act or omission, whether or not negligent or intentional of Tenant

or any person in, on or about said Premises as a guest or client of Tenant.

10. **Destruction of Premises:** Should any part of said Premises be destroyed by fire, casualty or other cause not the fault of the Tenant, Landlord shall promptly repair and restore said Premises to their former condition at Landlord's sole cost and expense. During the making of the repairs and the restoration work, the rent payable under this lease shall be abated for the time and to the extent that Tenant is prevented from fully occupying and enjoying said premises under this Lease in Tenant's usual and normal manner. However, in lieu of making such repairs and performing such restoration work, Landlord may terminate this lease where: (a) the necessary repair or restoration work cannot reasonably be completed under applicable laws and regulations within thirty (30) working days after it is commenced, or (b) the loss is not covered by Landlord's then existing fire and/or general liability insurance policies, provided that such policies are of an adequate and reasonable nature. Should Landlord elect to terminate this Lease under the provisions of this paragraph, any security deposits and/or unused rent, prorated, shall promptly be returned to the Tenant. The Tenant shall continue to occupy said Premises to the extent possible provided the agencies which license and oversee the operation of the Tenant approve continued occupancy.
11. **Default By Tenant:** Should Tenant be in default for a period of more than thirty (30) days in the payment of any rent hereunder or in the performance of any other provision of this Lease, the Landlord may terminate this Lease and regain possession of the demised Premises in the manner provided by the laws of unlawful detainer in the State of New York in effect at the date of such default.
12. **Landlord's Election to Continue Lease During Breach:** At Landlord's sole option, should Tenant have breached this Lease and abandoned said Premises, this Lease shall continue in full force and effect for so long as Landlord does not terminate Tenant's rights to possession, and Landlord may enforce all of the available rights and remedies under this Lease, including the right to recover rent as it becomes due, except in the case of an abandonment as a result of a supervising state or local agency's requirement due to a condition of the Premises.
13. **Insurance; Waiver of Subrogation:**
 - (a) Tenant, at its sole cost and expense shall provide and maintain, during the Term of this Lease and any Renewal Terms, comprehensive general liability insurance with combined single limit coverage of One Million Dollars (\$1,000,000). Tenant shall name Landlord as an additional insured on Tenant's insurance policy and provide Landlord with an insurance certificate prior to the Commencement Date. In addition, Tenant shall maintain worker's compensation insurance and other insurance as required by applicable state law. Landlord and Tenant shall each maintain policies insuring against loss or damage to its property affected by this Agreement by reason of fire or other casualty. A copy of a certificate of insurance shall be forwarded to the Office of the Oswego County Attorney, Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126-2137 within thirty (30) days of the execution of this Lease

and shall specifically mention the leasehold premises.

(b) Tenant and Landlord release each other from any claims for damage to the Premises or to the furnishings and equipment covered by and provided for in its own insurance policies carried by any of the parties which are in full force and effect at the time of such claim and contain a clause to the effect that such release does not affect the policy or the insured's right to recovery thereunder. Tenant and Landlord shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damages covered by said insurance policies.

14. **Holdover by Tenant:** Should Tenant remain in possession of the demised Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions of this Lease but shall be terminable upon thirty (30) days written notice served by either the Landlord or the Tenant on the other party to this Lease.

15. **Acts Constituting a Breach by Tenant:** Tenant shall be guilty of a material breach of this Lease should Tenant:

- (a) Fail to pay any rent or other sum becoming due and payable hereunder on the date that it becomes due; or
- (b) Default in the performance of or breach of any provision, term, covenant or condition of this lease; or
- (c) Breach this Lease and abandon said premises prior to the expiration of the full term of this Lease.

16. **Landlord's Remedies for Breach of Lease:** Should the Tenant be in material breach of this Lease as defined herein, Landlord. In addition to any other remedies allowed to Landlord at law or equity, Landlord may:

(a) Continue this Lease in force and effect by not terminating Tenant's right to possession of said Premises and thereby be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due and payable hereunder;

(b) Terminate this Lease and Tenant's right to possession of said Premises and commence an action or proceeding against Tenant to recover:

(1) The value and sum total of the unpaid rent due and owing at the time of the termination of this Lease; and

(2) The value and sum total by which the unpaid rent would have been earned BUT FOR termination of this Lease exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; and/or

(3) Commence, in lieu of, or in addition to, the action or proceeding described hereinabove, an action to re-enter and to regain possession of said Premises in the manner provided by law.

17. **Notices:** Except as is otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereby by the other party hereto shall be in writing and shall be deemed duly served and delivered when given to the party, Landlord or Tenant to whom it is directed or, in lieu of such personal service, when deposited in the United States Mail, first-class postage prepaid, addressed to the Tenant at the address of said Premises, or to Landlord at: Office of the County Attorney, Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126-2137. Either party may change their address for the purposes of this paragraph by giving written notice of the change to the other party in the manner provided herein.
18. **Statutory Compliance:** In acceptance of this Agreement, the Tenant covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and New York State Human Rights Law.

Pursuant to New York Finance Law § 139-L, the Tenant, by signing this Agreement, further certifies under penalty of perjury that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.
19. **Lease Binding on Heirs, Successors and Assigns:** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Landlord and Tenant hereto, but nothing contained herein shall be construed as a consent by the Landlord to any assignment of this Lease by Tenant.
20. **Waiver:** The waiver of any breach of any of the provisions of this Lease by the Landlord or Tenant shall not constitute a continuing waiver or a waiver of any subsequent breach by Landlord or Tenant either of the same provision or of another provision of this Lease.
21. **Amendment:** No amendment or modification to any provision of this Lease shall be valid unless made in writing and agreed to and signed by both Landlord and Tenant.
22. **Sole and Only Agreement:** This instrument constitutes the sole and only agreement by and between Landlord and Tenant respecting said premises or the leasing of said premises and any equipment or personal property subject to this lease to Tenant or Landlord. It correctly sets forth the obligations of Landlord and Tenant to each other as of this date, and any agreements or representations respecting said premises, the equipment or personal property subject to this Lease, or their leasing by Landlord to

Tenant not expressly set forth herein are null and void.

23. Miscellaneous Lease Provisions:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Consent or approval of Landlord, where required, shall not be unreasonably withheld, delayed or denied.

(c) If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

(d) The Effective Date of this Agreement shall be the date on which this Agreement has been fully executed by and becomes binding on all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first hereinbefore written.

COUNTY OF OSWEGO OSWEGO COUNTY SOIL AND WATER
OSWEGO COUNTY SOIL AND WATER
CONSERVATION DISTRICT

BY: _____
Hon. James Weatherup, Chairman
Chairman
Oswego County Legislature

BY: _____

L.S.

L.S.

Acknowledgment

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

On July ____, 2021, before me, the undersigned, personally appeared Hon. James Weatherup, as Chairman of the Legislature of the County of Oswego, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his official capacity and that by his signature on this instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.

Notary Public, State of New York

Acknowledgment

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

On July ____, 2021, before me, the undersigned, personally appeared _____ as Chairman of the Oswego County Soil and Water Conservation District, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his official capacity and that by his signature on this instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.

Notary Public, State of New York

RESOLUTION NO. 089

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

By Legislator John Martino:

Upon recommendation of the Finance and Personnel Committee and approval of this body; be it

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

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

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 089 of 2021

**A1230 443050 FEMA
A 159900
A1230 545500 COVID**

**(\$225,000.00)
(\$75,000.00)
\$300,000.00**

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJ	PROJ	ORG	OBJ	PROJ		
A1230	443050	FEMA				FEMA Reimbursement	(225,000.00)
A	159900					Unappropriated Fund Balance	(75,000.00)
			A1230	545500	COVID	COVID Account	300,000.00
TOTAL AMOUNT							-

COMMITTEE SIGNATURES DATE

Vote
4/15/21
Adopted by
Kangthang

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

RESOLUTION NO. 090

RESOLUTION AUTHORIZING AND RATIFYING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COUNTY OF OSWEGO AND THE OSWEGO COUNTY PROFESSIONALS ASSOCIATION, INC.

By Legislator John Martino:

WHEREAS, the COVID-19 pandemic has placed considerable demands upon the Oswego County Health Department and its workforce; and

WHEREAS, extending on-call premium on a temporary basis is necessary to meet operational demands for testing, clinics and other operations; and

WHEREAS, certain approvals have heretofore been granted pursuant to the county's state of emergency and emergency orders; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the annexed Memorandum of Understanding be and is hereby approved and ratified.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

INFORMATIONAL MEMORANDUM

Subject: Request Approval of a Resolution Authorizing and Ratifying a Memorandum of Understanding (MOU) with the Oswego County Professional Association (OCPA) – On-Call Premium.

Purpose: The COVID-19 pandemic has placed considerable demands upon the Oswego County Health Department and its staff. Extending a temporary on-call premium is necessary to meet the operational demands of the department.

As any change to the terms or method of compensation must be ratified by both the Union and the County Legislature, a tentative Memorandum of Understanding was reached by the Union and County (attached) pending approval by both parties. This is to request approval by the Oswego County Legislature to authorize execution of the agreement.

Summary: The Resolution for approval refers to the “attached” MOU agreement. That document will be part of the official public document.

Recommended Action: To authorize execution and extend the temporary Memorandum of Understanding with the Oswego County Professional Association (OCPA) until June 30, 2021.

RESOLUTION NO. 091

**RESOLUTION PURSUANT TO SECTION 206 OF COUNTY LAW CHANGING
LEGISLATIVE OFFICE BUILDING HOURS FOR JUNE, JULY AND AUGUST**

By Legislator John Martino:

WHEREAS, Section 206 of the County Law permits the County Legislature to fix the office hours of the County Clerk, County Treasurer, Clerk of the Legislature and other county departments; and

WHEREAS, during the months of July and August, the County Law authorizes county offices to be open from at least nine o'clock in the forenoon to four o'clock in the afternoon; and

WHEREAS, it is desired to establish summer hours for county departments housed in the Legislative Office Building from 8:30 a.m. to 4:00 p.m. for the months of June, July and August.

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

RESOLVED, that summer hours of 8:30 a.m. to 4:00 p.m. are hereby established for county departments housed in the Legislative Office Building for the period June 1, 2021 through August 30, 2021, with employees working seven hours per day with a one-half hour lunch; and it is further

RESOLVED, that department heads in said building may, at their discretion, set the work day from 8:00 a.m. to 4:00 p.m. for employees desiring to continue working seven hours per day with a one-hour unpaid lunch; and be it further

RESOLVED, that the Director of Human Resources be and is hereby directed to provide the requisite notice to affected employee unions as may be required under any collective bargaining agreement; and it is further

RESOLVED, that the Clerk of the Legislature be and is hereby directed to provide the public and any building tenants notice of the change in hours.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

RESOLUTION NO. 092

**RESOLUTION AUTHORIZING
A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE COUNTY OF OSWEGO AND THE
OSWEGO COUNTY OFFICE PERSONNEL UNIT**

By Legislator Martino:

WHEREAS, the County has informed CSEA of the critical need to modify the on-call premium paid to Health Department staff assigned to work within the Hospice Division; and

WHEREAS, CSEA has recognized the validity of the need for hospice employees to be available on-call; and

WHEREAS, modifying the on-call premium to staff assigned to work in the Hospice Division is necessary due to the critical nature and operational demands of the division; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the annexed Memorandum of Understanding be and is hereby approved and ratified.

ADOPTED BY VOICE VOTE ON APRIL 15, 2021:

YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

MEMORANDUM OF UNDERSTANDING

On-Call Premium

WHEREAS, both the County of Oswego (hereinafter referred to as "County") and the CSEA, Local 1000 AFSCME, AFL-CIO Oswego County Office of Personnel Unit #8000, Oswego County Local 838 (hereinafter referred to as "CSEA") voluntarily consent to modify the Collective Bargaining Agreement; and

WHEREAS, the County has informed CSEA of the critical need to modify the on-call premium paid to Public Health staff assigned to work in the Hospice Division; and

WHEREAS, CSEA has recognized the validity of the need for these employees to be available on-call due to the critical nature of the public health services they provide,

NOW, THEREFORE, the County and CSEA agree that a new paragraph will be added as the third paragraph in Section 21.5 of the Agreement between the County and CSEA currently in effect to read as follows:

1. Effective April 15, 2021 Public Health staff assigned to work in the Hospice Division, on-call, shall be compensated at a rate of \$100.00 per 24-hr day for Friday, Saturday, Sunday, holidays and the day prior to holidays, and \$75.00 per 16-hr day all weekdays other than Friday, and the day before a holiday.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the _____ day of April, 2021.

OSWEGO COUNTY

**CSEA, COUNTY OF OSWEGO OFFICE
PERSONNEL UNIT**

