

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
NOVEMEBR 10, 2022**

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RESOLUTION NO. 287

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

By Legislator David Holst:

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

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

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

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

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

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

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

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

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

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

ADOPTED BY ROLL CALL VOTE ON NOVEMBER 10, 2022:
YES: 21 NO: 2 ABSENT: 2 ABSTAIN: 0



David R. Turner
Director

**OSWEGO COUNTY
OFFICE OF STRATEGIC INITIATIVES**

**COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126**

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

Kyle Boeckmann
Strategic Programs Specialist

Kasey Chewning-Kulick
Administrative Assistant

INFORMATIONAL MEMORANDUM

SUBJECT: ARPA funding request for consideration.

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

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

FISCAL IMPACT: Projects suggested in this round total \$944,247.00.

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

Scheduled - Proposed Local Disbursements of ARPA Funds

Project Name/Applicant	Project Description	Jurisdictional Committee	Request	Task Force Suggestion
Fulton Wrestling Club	Applicant requested \$350,000 to assist covering costs on the construction of a new building that will house wrestling and activity programs for youth in the City of Fulton. They have secured \$350,000 in funding through grants, loans and in-kind donation however due to increased costs related to COVID they are still short funds. Information on cost of material, labor increase was requested and received. Construction Cost increase of \$40,275 was demonstrated.	EDP	\$ 50,000	\$ 40,275
United Way of Greater Oswego County, Inc.	The Imagination Library provides book for children up to the 5th birthday at no cost to the family. There has been an increase demand for the program as well as a decrease in donations to help support the program. They requested \$48,500 in order to continue the program and expand it to more children in the county. Documentation demonstrating the loss of revenue as well as increased costs/demand in the amount of \$32,474 was received.	Human Services	\$ 48,500	\$ 32,474
Village of Cleveland, NY	Cleveland Wastewater Conveyance Improvements - The applicant is requesting \$46,998 for their sanitary sewer system. After more than 30 years in service many of the grinder pumps are failing. The Village contends that the increased usage during the pandemic period when everyone was working from home pushed these devices past their useful life. The project will replace some of the more problematic existing grinder pumps to provide improved sewer service to residents.	Health	\$ 46,998	\$ 46,998
Fulton Community Basketball, Inc.	The applicant proposes to create 2 regulation outdoor basketball courts at the Fulton War Memorial. This will help create a safer environment for play by offering an option for exercise, mental health and overall community wellness. These courts will be available to all residents as well as serve as a program location for Fulton Community Basketball. \$49,555 was requested.	Government	\$ 49,500	\$ 49,500
Circle T Amusements, LLC	The applicant, Oswego Speedway, requested \$500,000 for updating baths, facility movement areas, parking area for accessibility. Engineer and build an accessible seating platform midway in the front grandstands. Install an elevator to access the tower suites. Suggested at 50% of proposed project cost totaling \$375,000.	EDP	\$ 500,000	\$ 375,000
Northern Oswego County Health Services, Inc. DBA Connexcare	Expand facility to offer drive thru testing, vaccinations and other services Amended by the Health Committee	Health	\$ 500,000	\$ 500,000 \$ 400,000
TOTALS			\$ 1,194,998	\$ 944,247

RESOLUTION NO. 288

**RESOLUTION MAKING CERTAIN CORRECTIONS TO SCHEDULE C OF
RESOLUTION #253 OF 2022, ALLOCATING FUNDS MADE AVAILABLE TO
THE COUNTY OF OSWEGO THROUGH THE AMERICAN RESCUE PLAN ACT
TO CERTAIN SUB-RECIPIENTS AND BENEFICIARIES**

By Legislator David Holst:

WHEREAS, this body authorized certain disbursements from the County's ARPA allocation via Resolution #252 of 2022, and

WHEREAS, Schedule C attached to that Resolution contained the specific information about the beneficiaries and their respective awards, and

WHEREAS, it is necessary to amend Schedule C of Resolution #253 to modify the name of the Blue Moon Grill, then therefore be it and it is hereby

RESOLVED, that, the award approved for the Blue Moon Grill in Fulton, NY is modified to identify the official recipient as the Blue Moon Bistro, LLC., dba Blue Moon Grill.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 22 NO: 1 ABSENT: 2 ABSTAIN: 0



David R. Turner
Director

**OSWEGO COUNTY
OFFICE OF STRATEGIC INITIATIVES**

COUNTY BUILDING
46 EAST BRIDGE STREET
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Kyle Boeckmann
Strategic Programs Specialist

Kasey Chewning-Kulick
Administrative Assistant

INFORMATIONAL MEMORANDUM

SUBJECT: ARPA funding amendment.

PURPOSE: Make corrections to schedule C of Resolution #253 of 2022

SUMMARY: One of the beneficiaries was incorrectly listed on the schedule of recipients. Blue Moon Grill should have been identified as Blue Moon Bistro, LLC, dba Blue Moon Grill. This resolution makes that correction.

FISCAL IMPACT: None additional

RECOMMENDED ACTION: The Committee on Government, Courts & Consumer Affairs acknowledges and approves the change.

RESOLUTION NO. 289

**RESOLUTION AUTHORIZING BUDGET MODIFICATION BOARD OF
ELECTIONS**

By Legislator David Holst:

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

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

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A1450 545500 ELECT
A1450 430890**

Res. 289 of 2022

**(\$30,083.98)
\$30,083.98**



BOARD OF ELECTIONS

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



Laura Brazak, Commissioner
315-349-8350

Carol M. Bickford, Commissioner
315-349-8351

INFORMATIONAL MEMORANDUM

Resolution accepting Grant Monies by the Oswego County Board of Elections Regarding Absentee Ballot Pre-Paid Postage ("ABPP") Grant Disbursement.

October 18th, 2022

The Oswego County Board of Elections has been awarded grant money through the State of New York to offset the costs of mailing absentee ballots.

This Grant is in the amount of \$30,083.98. This Grant cannot be used to supplant, offset or reduce the budgeted amounts, so the revenue must be used accordingly.

The grant is fully funded and requires no local matching funds.

The purpose of the grant is to provide reimbursement to Oswego County for expenditures for the public purpose of covering the costs associated with mailing a significant amount of absentee ballots.

Acceptance of this grant requires revenue and expenditure accounts be established for proper accounting of expenditures so that reimbursement can be received from the NYS Office of the State Comptroller.

RESOLUTION NO. 290

**RESOLUTION APPROVING A STIPULATION BY AND BETWEEN THE
COUNTY OF OSWEGO AND THE OSWEGO COUNTY FEDERAL CREDIT
UNION REGARDING 134 LAKESHORE ROAD, TOWN OF OSWEGO**

By Legislator Holst:

WHEREAS, the County of Oswego has, heretofore, obtained title to 134 Lakeshore Road (hereinafter "subject property") in the Town of Oswego for delinquent real property taxes in an in rem tax foreclosure proceeding (Index Number C-2021-0686); and

WHEREAS, the county subsequently conveyed the subject property to the Oswego County Land Bank Corporation; and

WHEREAS, the county upon being contacted by the Oswego County Federal Credit Union subsequently discovered the stub search ordered by the county relied upon to send notices in the county's foreclosure concerning the subject property overlooked a mortgage recorded of record held by the Oswego County Federal Credit Union; and

WHEREAS, the Oswego County Federal Credit Union has a separate mortgage foreclosure proceeding pending has a referee sale scheduled regarding the subject property; and

WHEREAS, the Oswego County Federal Credit Union did not receive notice of the county's tax foreclosure; and

WHEREAS, the annexed Stipulation and Order has been proposed to vacate that portion of the county's Judgment of Foreclosure as concerns the subject property only; to strike only that portion of the deed as concerns the subject property from the Enforcing Officer to the County; and, to strike only that portion of the deed as concerns the subject property from the County of Oswego to the Oswego County Land Bank Corporation to restore the subject property to its status before the county's foreclosure; and

WHEREAS, the Oswego County Land Bank Corporation is aware of this situation and has consented to the relief in the Stipulation and Order,

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

ORDERED, that this body approves the execution of the annexed Stipulation and Order by the Chair of the Legislature and the County Attorney for the reasons set forth therein.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF OSWEGO**

In the Matter of the Application of:
The Treasurer of the County of Oswego
as Enforcing Officer of the County of Oswego,

Petitioner,

by Proceeding *in rem* pursuant to Article 11 of the
RPTL of the State of New York,

-VS-

Tax Map Number 144.12-01-03
134 Lakeshore Road, T/Oswego

**STIPULATION
AND ORDER**

Index No.:
C-2021-0686

RJI No.:

Respondents.

COUNTY OF OSWEGO

THIS STIPULATION by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York with a principal office for business located at 46 East Bridge Street, Oswego, New York 13126 (hereinafter "County") and **OSWEGO COUNTY FEDERAL CREDIT UNION**, a federal credit union with principal business offices located at 90 East Bridge Street, Oswego, New York (hereinafter "Credit Union"),

WITNESSETH:

1. The County and Credit Union are, and have been involved in, various discussions concerning the within litigation which, inter alia, resulted in a Final Judgment by default being taken by the Enforcing Officer for the Oswego County Tax District in this proceeding regarding the above-captioned property located at 134 Lakeshore Road in the Town and County of Oswego bearing Tax Map Number: 144.12-01-03 (hereinafter referred to as the "subject parcel.")
2. The County, through its Enforcing Officer, brought a Real Property Tax Law Article 11 *in rem* tax foreclosure proceeding against the subject parcel for delinquent property taxes (*In the matter of the Foreclosure of Tax Liens - 2020 (2 Year)* Index No.: C-2021-0686). A copy of the Final Judgment (in pertinent part only) is attached hereto and made a part hereof as **EXHIBIT A**.

3. The County of Oswego Enforcing Officer, in furtherance of said Judgment, conveyed title to the County of Oswego by deed dated April 21, 2022 and filed in the Oswego County Clerk's Office at R-2022-004128 on April 25, 2022. Pertinent parts of that deed are annexed hereto and made a part hereof as **EXHIBIT B**.
4. Thereafter, by Resolution Number 160 of 2022, the Oswego County Legislature conveyed the county's right, title and interest in and to the subject parcel to the Oswego County Land Bank Corporation, a corporation created by the county which is wholly-exempt for real property tax purposes and exists to lessen the burdens of government and stabilize and improve neighborhoods within the County of Oswego by deed dated August 30, 2022 and recorded in the Oswego County Clerk's Office at R-2022-009513 on August 31, 2022. The deed includes other properties not involved in this matter. A copy of the pertinent parts of the deed to the land bank involving the subject parcel are attached hereto and made a part hereof as **EXHIBIT C**.
5. The notices sent by the Enforcing Officer to foreclose on the subject parcel were based upon a stub search done by a title company retained by the County of Oswego for that purpose. A copy of the stub search for the subject parcel is attached hereto and made a part hereof as **EXHIBIT D**.
6. As was recently brought to the county's attention by the Credit Union, and as is conceded by the County of Oswego, the title company's stub search, in error, failed to reference and include a 2010 mortgage of record by and between the Credit Union and the former owner of the property (Welsh) recorded in the Oswego County Clerk's Office at R- 2010-007423 on August 16, 2010.
7. The Credit Union further states it was not aware of the tax foreclosure proceeding by any other means.
8. Moreover, the Credit Union mortgage is also presently in foreclosure with a lis pendens filed against the subject property; the Court can take notice of the foreclosure which is filed under EFC -2022-0012.
9. The Oswego County Land Bank Corporation is aware of this issue and consents to the deed from the county to the land bank being set aside by the Court as is set forth in the letter attached hereto and made a part hereof as **EXHIBIT E**.
10. As such, the County of Oswego is requesting, with the consent and upon the request of the Credit Union, as to the subject property only, an Order and Judgment as follows:
 - a. Directing the Oswego County Clerk to vacate only of that portion of the Final Judgment in this proceeding as pertains to the subject parcel to include

- reinstatement of all tax liens, penalties and interest; and
- b. Striking only that portion of the deed from the Enforcing Officer to the County of Oswego at R-2022-004128 of record as pertains to the subject parcel *nunc pro tunc*; and
 - c. Striking only that portion of the deed from the County of Oswego to the Oswego County Land Bank Corporation at R-2022-009513 of record as pertains to the subject parcel *nunc pro tunc* to return the subject parcel to the same ownership as it was beforehand.

STIPULATION

- COUNTY OF OSWEGO
- 11. The County of Oswego and the Oswego County Federal Credit Union (hereinafter parties) wish to avoid further or separate litigation regarding the subject parcel and believe proceeding via this Stipulation and Order is in their respective best interests.
 - 12. This Stipulation is subject to the approval of the Oswego County Legislature and the Oswego County Federal Credit Union.
 - 13. Once executed, it may be submitted to the Court without further notice by either party.
 - 14. Each party to this Stipulation submits to the jurisdiction of Supreme Court, Oswego County regardless as to whether a formal appearance or responsive pleadings have been interposed and shall be responsible for their own Court costs and disbursements.
 - 15. By signing this stipulation, the parties hereto confirm that have read the foregoing Stipulation and have full authority to execute same in their own name and as to any divisions, officers departments or employees of the County
 - 16. This stipulation may be executed in counterparts and, once executed, may be submitted to the Court to be "So Ordered" without further notice by either party hereto.
 - 17. Supreme Court, Oswego County shall retain jurisdiction to enforce the terms and conditions of this Stipulation.
 - 18. The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Stipulation and its exhibits which supersede any other understandings or writings between or among the parties.
 - 19. The parties acknowledge and confirm that each of their respective attorneys has participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against

the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

20. No changes, amendments or modifications of any of the terms and/or conditions of this Stipulation shall be valid unless reduced to writing and approved by a document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation as of the dates set forth hereinbelow.

COUNTY OF OSWEGO

OSWEGO COUNTY FCU

By: _____
Hon. James Weatherup
Chair of the Legislature

By: _____

By: _____
Richard C. Mitchell, County Attorney

By: _____
Amanda Shaw, Esq.

Dated: November __, 2022

Dated: November __, 2022

COUNTY OF OSWEGO

At a *Special Term* of the
Supreme Court in and for the
County of Oswego held on
the ____ day of November,
2022 at the Oswego County
Courthouse,

HON. SCOTT J. DELCONTE, J.S.C. PRESIDING

ORDER

The Court having read the foregoing Stipulation and supporting papers by and between the County of Oswego and the Oswego County Federal Credit Union and the County of Oswego having been represented by Richard C. Mitchell, County Attorney; and the Oswego County Federal Credit Union having been represented by Amanda Shaw, Esq.; and, due deliberation having been had thereupon; and,

SUFFICIENT CAUSE APPEARING THEREFORE, and, upon the foregoing representations and the consents and approvals of the respective parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED

- a. The Oswego County Clerk be and is hereby **DIRECTED TO VACATE ONLY THAT PORTION** of the Final Judgment in C-2021-0686 herein as pertains to the subject parcel located at 134 Lakeshore Road in the Town of Oswego and, as such, all tax liens, penalties and interest are reinstated; and
- b. The Oswego County Clerk be and is hereby **DIRECTED TO STRIKE ONLY THAT PORTION** the deed from the Enforcing Officer to the County of Oswego at R-2022-004128 of record as pertains to the subject parcel *nunc pro tunc*; and
- c. The Oswego County Clerk be, and is hereby, **DIRECTED TO STRIKE ONLY THAT PORTION** of the deed from the County of Oswego to the Oswego County Land Bank Corporation R-2022-009513 of record as pertains to the subject parcel *nunc pro tunc* to return the subject parcel to the same ownership as it was beforehand *status quo ante*.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: November __, 2022

ENTER.

Hon. Scott J. DelConte, J.S.C.

COUNTY OF OSWEGO

EXHIBIT A

OSWEGO COUNTY CLERK'S
2022 MAR 18 PM3:27

OSWEGO COUNTY CLERK'S
2022 APR 15 PM1:32

At an *Ex Parte Term* of the Supreme
Court of the State of New York,
County of Oswego, held at the
Oswego County Courthouse, 25 East
Oneida Street, Oswego, New York
on March 6, 2022.

PRESENT: Hon. Scott J. DeConte, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF OSWEGO

RECEIVED

MAR 21 2022

OSWEGO COUNTY
COURT CLERK'S OFFICE

*In the Matter of the Foreclosure of
Tax Liens for the Year 2020 (2-year) or Prior by a
Proceeding In Rem Pursuant to Article Eleven of the
Real Property Tax Law of the State of New York
by the County of Oswego, New York*

FINAL
JUDGMENT

Index No.:

C-2021-0686

RJI No.:

COUNTY OF OSWEGO

This *in rem* tax foreclosure proceeding having come before the Court by virtue of a Notice of Petition of Foreclosure under Article 11 of the Real Property Tax Law of the State of New York filed with the Oswego County Clerk on October 4, 2021; and, upon the List of Delinquent Taxes previously filed with the Oswego County Clerk on November 10, 2020 and, sufficient proof appearing that publication of the Notice of Foreclosure has been made pursuant to Real Property Tax Law §1124; and, upon reading the proof of the posting of the Notice of Foreclosure and of the mailing thereof in compliance with Article 11 of the Real Property Tax Law; and, upon the Notice of Petition and Verified Petition of Foreclosure herein; and, upon the Affidavit of of Richard C. Mitchell, County Attorney, sworn to the 18th day of March, 2022; and, upon the Affirmation of Regularity with exhibits annexed of the Hon. Kevin L. Gardner, County Treasurer and Enforcing Officer sworn to the 17th day of March, 2022 showing that more than twenty (20) days have elapsed since the last day of redemption as provided for in the Notice of Foreclosure; and, sufficient proof appearing that no Answer has been duly interposed or served relative to each of the parcels contained in **Schedule A** of the Affidavit of Regularity as attached hereto; and, sufficient proof appearing that certificates of redemption of all parcels listed in the list of Delinquent Taxes which were actually redeemed have been filed as set forth upon

Schedule B of the Affidavit of Regularity as attached hereto, and the Court having heard and considered the allegations and proof of the parties; and, after due deliberation having been had thereupon by the Court,

NOW, upon the motion of the Enforcing Officer of the County of Oswego, Petitioner, by Richard C. Mitchell, County Attorney, as attorney for the Tax District, it is hereby

ORDERED, ADJUDGED AND DECREED, that the County of Oswego is awarded possession of each and every parcel of land described in the list of Delinquent Taxes not heretofore redeemed and as to which no Answer has been interposed as set forth on **Schedule A** attached hereto and made a part hereof, and that the Treasurer of the County of Oswego is hereby directed to make, execute and record a deed or deeds conveying to the County of Oswego full and complete title to said parcels of land; and, it is further,

COUNTY OF OSWEGO

ORDERED, that upon the executing and recording of the deed or deeds as directed hereinabove, the County of Oswego shall be seized of an estate in fee simple absolute in and to all of the parcels of land described and set forth upon **Schedule A** attached hereto and made a part hereof, and all persons, including the People of the State of New York, infants, incompetents, absentees, non-residents and others whom may have had a right, title, interest, claim, lien or equity of redemption in and/or upon the lands mentioned herein shall be forever barred and foreclosed of all such right, title, interest, claim, lien or equity of redemption; and, it is further,

ORDERED, that the parcels of land described on the List of Delinquent Taxes for the Year 2013, or prior, filed herein, which have heretofore been redeemed and for which certificates of redemption have been filed in the Office of the County Clerk in and for the County of Oswego, as more particularly set forth on **Schedule B**, attached hereto and made a part hereof, be stricken and canceled from the List of Delinquent Taxes; and, it is further,

ORDERED, that this action be and is hereby, discontinued as to any and all parcels

which have heretofore been withdrawn and for which certificates of withdrawal have been filed in the Office of the County Clerk in and for the County of Oswego, as more particularly set forth on **Schedule C**, which is attached hereto and made a part hereof; and it is further,

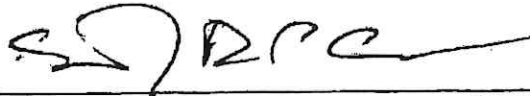
ORDERED, that this action be and hereby is severed as to any and all parcels contained on **Schedule D**, which is attached hereto and made a part hereof and that the Clerk of the County of Oswego is hereby directed to denominate any other and further proceedings which may be had as to those parcels by affixing a separate, distinct and consecutive letter for each such proceeding to the end of the within index number for this action together with a separate and distinct RJI.

ORDERED, that the liens of the taxes set forth in the Petition and List of Delinquent Taxes herein be, and the same hereby are, adjudged to be valid, binding, subsisting and enforceable tax liens and first liens upon and against the premises herein named on **Schedule A** and prior to all other liens and encumbrances thereon.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Signed: May 6, 2022.
Oswego, New York

ENTER.


Hon. Scott J. Dellonte, J.S.C.

A

New Haven

Serial No	Class	Assessed Owner	Description	Parcel ID
20-3800-175	271	Romanoff William Jr (Allen George)	41.68 Ac Lot 97 & 108	131.00-02-14
17-3800-010	270	Bailey Estate William R	3 Ac Lot 48	115.00-02-01.02
17-3800-011	241	Bailey Estate William R	92.16 Ac Lot 47	097.00-04-19
16-3800-055	210	Gardner Bradley, Jordal Miranda	.46 Ac Lot 13 & 14 SI 106	081.19-04-13
15-3800-097	314	Roberts Joel	1.02 Ac Lot 19	150.00-01-04
20-3800-204	210	Victory Debora A	1.50 Ac Lot 1-2	080.00-01-07.01

Town of Oswego

Serial No	Class	Assessed Owner	Description	Parcel ID
20-4200-045	314	Doolittle Brian	.41 Ac Lot 2 SI 15	144.16-02-38
20-4200-046	314	Doolittle Brian	110 x 151.31 Lot 2 SI 21	144.16-02-38.01
20-4200-047	314	Doolittle Brian	100 x 200 Lot 2 SI 34	144.16-02-38.02
20-4200-048	314	Doolittle Brian	82.54 x 205.99 Lot 2 SI 35	144.16-02-38.03
20-4200-049	311	Doolittle Brian	87 x 100 Lot 2	144.16-02-40
20-4200-050	314	Doolittle Brian	.61 Ac Lot 2 SI 28	144.20-01-06.01
20-4200-098	210	Latuga Michael	1.32 Ac Lot 2	145.13-01-04
20-4200-137	210	Shambo Heather	111 x 160 Smith Albert Est	127.19-04-18
20-4200-166	210	Welsh James F	87.59 x 154.77 Lot 2	144.12-01-03

Town of Palermo

Serial No	Class	Assessed Owner	Description	Parcel ID
20-4400-063	422	Downs James P & Dawn M	157 x 99 Lot 2	205.00-03-13.1
20-4400-220	210	Sec of Housing & Urban Dev	1.45 Ac Lot 15	223.00-06-11
20-4400-231	312	Steinbrecher Robert	16.87 Ac Lot 16	206.00-01-12

Town of Parish Village of Parish

Serial No	Class	Assessed Owner	Description	Parcel ID
16-4601-002	270	Bubis Estate Bill	99 x 203 Lot 18	173.19-04-08
19-4601-11	210	Grubbs Susan M	106 x 213 Lot 19	173.20-06-15
19-4601-12	312	Grubbs Susan M	106.46 x 213.55 Lot 19	173.20-06-16

Town of Parish

Serial No	Class	Assessed Owner	Description	Parcel ID
17-4689-065	270	Shirley Joan P	1.63 Ac Lot 67 Shetler Subd SI 1	209.00-01-11.01

Town of Redfield

Serial No	Class	Assessed Owner	Description	Parcel ID
20-4800-001	260	25 Sportsmen Club Inc	1.10 Ac Lot 15	066.00-01-12
20-4800-002	314	Adsit Winnie E & Laurena B	4.15 Ac Lot 22	077.00-05-05
18-4800-28	322	Kolodziejczyk Francis R	21.65 Ac Lot 17 Twsp 12	067.00-02-08
18-4800-27	260	Kolodziejczyk Francis R	30.14 Ac Lot 17 Twsp 12	067.00-02-06.11

EXHIBIT B



OSWEGO COUNTY – STATE OF NEW YORK
TERRY M. WILBUR, COUNTY CLERK
46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R-2022-004128

Receipt#: 20229194695
Clerk: NBELCHER
Rec Date: 04/25/2022 12:12:40 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 7
Rec'd Frm: OSWEGO COUNTY ATTORNEY

Party1: OSWEGO COUNTY OF B/TREAS
Party2: OSWEGO COUNTY OF

Recording:

Number of Pages	0.00
Notice of Transfer of Sal	0.00
RP5217 - County	0.00
RP5217 Residential/Agricu	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

Sub Total: 0.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 0.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 3198
Exempt

Total: 0.00

Record and Return To:

OSWEGO COUNTY ATTORNEY

I hereby certify that the within and foregoing
was recorded in the Oswego County Clerk's
Office

Terry M. Wilbur

Terry M. Wilbur
Oswego County Clerk

DEED PURSUANT TO FINAL JUDGMENT OF TAX FORECLOSURE IN REM

THIS INDENTURE, made this 21st day of April, 2022, by and between KEVIN GARDNER, TREASURER OF THE COUNTY OF OSWEGO residing at Mexico, New York as ENFORCING OFFICER in and for the County of Oswego, New York, as party of the first part, and the COUNTY OF OSWEGO, a municipal corporation by and of the State of New York, with its principal offices located in the City of Oswego and State of New York, at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126 as party of the second part,

WHEREAS, an action entitled *In the Matter of the Foreclosure of Tax Liens for the Year 2020 (2-year), or Prior, By A Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Oswego* was duly brought in the Supreme Court of the State of New York, in and for the County of Oswego, by the said Enforcing Officer of the County of Oswego for the foreclosure of certain tax liens by the due filing of a list of delinquent taxes in the Office of the Clerk of the County of Oswego and as a Final Judgment of Foreclosure has previously been entered regarding all unanswered parcels; and

WHEREAS, at an *Ex Parte Term* of said Court held at Oswego, New York, 6th day of April, 2022, a Final Judgment was duly rendered and signed wherein, among other things, it was ordered, adjudged and decreed by the said Court that the party of the first part, as Enforcing Officer of the County of Oswego, should prepare, execute and deliver to the party of the second part a deed to the certain parcels and tracts of land hereinafter more particularly described; and,

WHEREAS, said Final Judgment was duly entered in the Office of the Clerk of the County of Oswego on the 15th day of April, 2022 under Index Number: C-2021-0686.

NOW, THEREFORE, WITNESSETH:

That the said party of the first part, by virtue of the powers and authorities vested in him, and by virtue of and pursuant to the aforesaid final judgment and the statutes and laws in such cases made and provided, and in consideration of the sum of ONE AND 00/100 U.S. DOLLARS (\$1.00) lawful money of the United States to him in hand paid, receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby grant and convey unto the said party of the second part, its successors and assigns forever, a full and complete title to each and every parcel listed upon Schedule A attached hereto and made a part hereof.

[SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF]

TO HAVE AND TO HOLD, all and singular, the premises herein granted unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the party of the first part has duly executed this deed the day and year first above written.

In presence of:



KEVIN GARDNER, ENFORCING OFFICER
COUNTY OF OSWEGO

Municipal Acknowledgment (RPL§309-a)

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

On the 21st day of April, 2022 before me a Notary Public in and for the State of New York personally came KEVIN GARDNER, TREASURER OF THE COUNTY OF OSWEGO to me known and known to me also to be the ENFORCING OFFICER of the COUNTY OF OSWEGO for the purposes of foreclosing real property tax liens by proceeding in rem and to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as ENFORCING OFFICER, by virtue of the authority in him vested.

Schedule A
County of Oswego 2020 (2 Year) or Prior
Tax Delinquent Properties Index # C 2021-0686

Town of Albion

Serial No	Class	Assessed Owner	Description	Parcel ID
20-2000-021	260	Boberg Ole	100 x 300 Lot 37 E	157.00-01-02
20-2000-168	210	Piehler Robert	1.13 Ac NY Woods & Water Subd SL	088.00-02-12.15
20-2000-169	210	Piehler Robert	5.80 Ac NY Woods & Waters Subd SL 15	088.19-01-07.15

Town of Amboy

Serial No	Class	Assessed Owner	Description	Parcel ID
20-2200-042	270	Durgan William G	.84 Ac Lot 40	178.00-02-08
20-2200-087	314	Johst Edward W & Elizabeth	1.50 Ac Lot 8	196.00-03-13
18-2200-53	314	Lamenza Radames A & Silvia M	5.20 Ac Birmingham Wood Phase III	230.00-01-25.33
20-2200-135	210	Muraski Richard & Leigh	.86 Ac Lot 2-3	194.00-04-15

Town of Constantia Village of Cleveland

Serial No	Class	Assessed Owner	Description	Parcel ID
17-2601-002	210	Bailey Sigrid	1.73 Ac Lot 132	313.06-02-07.02
20-2601-011	210	Brownell Carolyn	101.25 x 200.18 Lot 132	313.06-01-11.01
20-2601-030	210	Kirkhoff Mark	5.44 Ac Lot 131	313.09-01-09

Town of Constantia

Serial No	Class	Assessed Owner	Description	Parcel ID
16-2689-042	210	Dempster Carrol	145 x 61.43 Lot 28 (Pt 62-66 Dv)	310.05-01-26
20-2689-081	314	Galvin Joseph J & Lori A	3.75 Ac Lot 104 & 105	296.00-02-09
20-2689-085	314	Gladle Kimberly J	.90 Ac Lot 28 Sub 1	296.00-01-10.02
20-2689-142	210	Max Wild Horse LLC	.95 Ac Lot 120 DakinShores Lt 1	311.06-01-05
20-2689-246	314	Williams Wilhelmena	1 Ac Lot 28	295.00-04-08.12

Town of Granby

Serial No	Class	Assessed Owner	Description	Parcel ID
20-2800-099	210	De Beau Cynthia D	3.26 Ac Lot 27	300.00-05-11
20-2800-157	311	Hall Robert & Hilda	198 x 217.86 Lot 14	287.00-04-10
20-2800-183	314	Huard Francis E	100 x 135 Lot 9	253.03-02-13
20-2800-274	220	Lattimore Michael R Jr	1.14 Ac GL 32	302.00-03-14.01
18-2800-232	210	Shoults Michael	132 x 330 Lot 53	218.00-01-03
20-2800-425	314	Tracy Leonard	200 x 100 Lot 25	288.03-01-09
20-2800-426	270	Tracy Leonard J Jr	1 Ac Lot 25	288.03-01-28
18-2800-251	210	Tremback Craig	100 x 260 Lot 19	288.01-02-50
20-2800-448	210	Wells Fargo Bank NA	1.67 Ac Lot 12	270.00-06-09.01

New Haven

Serial No	Class	Assessed Owner	Description	Parcel ID
20-3800-175	271	Romanoff William Jr (Allen George)	41.68 Ac Lot 97 & 108	131.00-02-14
17-3800-010	270	Bailey Estate William R	3 Ac Lot 48	115.00-02-01.02
17-3800-011	241	Bailey Estate William R	92.16 Ac Lot 47	097.00-04-19
16-3800-055	210	Gardner Bradley, Jordal Miranda	.46 Ac Lot 13 & 14 Sl 106	081.19-04-13
15-3800-097	314	Roberts Joel	1.02 Ac Lot 19	150.00-01-04
20-3800-204	210	Victory Debora A	1.50 Ac Lot 1-2	080.00-01-07.01

Town of Oswego

Serial No	Class	Assessed Owner	Description	Parcel ID
20-4200-045	314	Doolittle Brian	.41 Ac Lot 2 Sl 15	144.16-02-38
20-4200-046	314	Doolittle Brian	110 x 151.31 Lot 2 Sl 21	144.16-02-38.01
20-4200-047	314	Doolittle Brian	100 x 200 Lot 2 Sl 34	144.16-02-38.02
20-4200-048	314	Doolittle Brian	82.54 x 205.99 Lot 2 Sl 35	144.16-02-38.03
20-4200-049	311	Doolittle Brian	87 x 100 Lot 2	144.16-02-40
20-4200-050	314	Doolittle Brian	.61 Ac Lot 2 Sl 28	144.20-01-06.01
20-4200-098	210	Latuga Michael	1.32 Ac Lot 2	145.13-01-04
20-4200-137	210	Shambo Heather	111 x 160 Smith Albert Est	127.19-04-18
20-4200-166	210	Welsh James F	87.59 x 154.77 Lot 2	144.12-01-03

Town of Palermo

Serial No	Class	Assessed Owner	Description	Parcel ID
20-4400-063	422	Downs James P & Dawn M	157 x 99 Lot 2	205.00-03-13.1
20-4400-220	210	Sec of Housing & Urban Dev	1.45 Ac Lot 15	223.00-06-11
20-4400-231	312	Steinbrecher Robert	16.87 Ac Lot 16	206.00-01-12

Town of Parish Village of Parish

Serial No	Class	Assessed Owner	Description	Parcel ID
16-4601-002	270	Bubis Estate Bill	99 x 203 Lot 18	173.19-04-08
19-4601-11	210	Grubbs Susan M	106 x 213 Lot 19	173.20-06-15
19-4601-12	312	Grubbs Susan M	106.46 x 213.55 Lot 19	173.20-06-16

Town of Parish

Serial No	Class	Assessed Owner	Description	Parcel ID
17-4689-065	270	Shirley Joan P	1.63 Ac Lot 67 Shetler Subd Sl 1	209.00-01-11.01

Town of Redfield

Serial No	Class	Assessed Owner	Description	Parcel ID
20-4800-001	260	25 Sportsmen Club Inc	1.10 Ac Lot 15	066.00-01-12
20-4800-002	314	Adsit Winnie E & Laurena B	4.15 Ac Lot 22	077.00-05-05
18-4800-28	322	Kolodziejczyk Francis R	21.65 Ac Lot 17 Twsp 12	067.00-02-08
18-4800-27	260	Kolodziejczyk Francis R	30.14 Ac Lot 17 Twsp 12	067.00-02-06.11
19-4800-86	312	Ott David A	2.34 Ac Lot 35	093.00-03-01



OSWEGO COUNTY – STATE OF NEW YORK
TERRY M. WILBUR, COUNTY CLERK
46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R-2022-009513

Receipt#: 20229208864
Clerk: DPROUD
Rec Date: 08/31/2022 11:54:36 AM
Doc Grp: D
Descrip: DEED
Num Pgs: 6
Rec'd Frm: OSWEGO COUNTY LAND BANK-KIM

Party1: OSWEGO COUNTY OF
Party2: OSWEGO COUNTY LAND BANK
CORPORATION
Town: GRANBY
300.00-05-11
HASTINGS
293.14-01-02
OSWEGO T
144.12-01-03
PULASKI VILLAGE
059.15-07-15
MINETTO
201.11-01-03
CONSTANTIA
296.0-06-09
HANNIBAL VILLAGE

Recording:

Number of Pages	0.00
Notice of Transfer of Sal	0.00
RP5217 - County	0.00
RP5217 Residential/Agricu	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

Sub Total: 0.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 0.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 418
Exempt

Total: 0.00

I hereby certify that the within and foregoing
was recorded in the Oswego County Clerk's
Office

Record and Return To:

Terry M. Wilbur

Terry M. Wilbur

EXHIBIT C

THIS INDENTURE, made the 30th day of August in the year of our Lord two-thousand twenty-two between KEVIN GARDNER, as the County Treasurer of the County of Oswego, State of New York, 46 E. Bridge Street, Oswego, New York 13126, for and on behalf of the said County, and in the name of the Legislature of Oswego County, party of the first part, OSWEGO COUNTY LAND BANK CORPORATION, 44 EAST BRIDGE STREET, OSWEGO, NY 13126, party of the second part,

WITNESSETH, THAT WHEREAS, by virtue of the provisions of Article 11 of the Real Property Tax Law of the State of New York, proceedings were had whereby it was determined that certain parcels of land, including the particular premises described below should be sold to the County of Oswego, and

WHEREAS, default was made in the payment of taxes levied prior to the year 2020, duly charged on sundry parcels of land within said county, and duly returned to the County Treasurer with the interest thereon, and the said taxes have remained unpaid; and

WHEREAS, the County Treasurer of the County of Oswego, by virtue of a judgment of the Supreme Court of the State of New York, Oswego County, duly entered in the Oswego County Clerks Office and after giving due notice thereof according to law, and after performing all other acts required by law to be performed by him, did convey certain parcels of land including the premises hereinafter described to the County of Oswego, and

WHEREAS, said parcels of land have not in fact been redeemed within the time prescribed by law for the redemption thereof, and

WHEREAS, the County of Oswego, by reason of the foregoing proceedings became entitled to, and has received a deed of said premises and is now the owner and holder thereof, and

WHEREAS, in compliance with the provisions contained in a resolution of the County Legislature adopted on the 14th day of July 2022, application has been made by the party of the second part for the purchase of said premises, and all other acts required by law and by said resolution have been performed;

NOW, THEREFORE, this indenture Witnesseth, that the said party of the first part for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) duly paid into the Treasury of said County by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant release and convey unto the said party of the second part, and to their heirs and assigns forever all the rights, title, and interest which the County may have in and to the following tracts, pieces or parcels of land, situate in the County of Oswego, viz:

SEE ATTACHED SCHEDULE A

together with the appurtenances and all the estate, rights and interest of the party of the first part in and to said premises, said tracts, pieces or parcels to be located and laid out, however, by and at the expense of the party of the second part, to have and to hold the same unto the said party of the second part and their heirs and assigns forever.

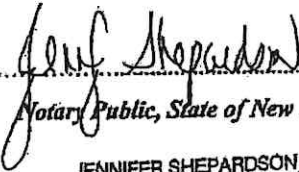
The consideration herein named shall be considered as payment of all taxes levied by the Legislature of Oswego County against the property herein described, prior to July 14, 2022.

In Witness Whereof, the County Treasurer of the County of Oswego for and on behalf of the said county, and in the name of the Legislature of Oswego County of the first part, in pursuance of the authority vested in him by law, hath hereunto set his hand and affixed the seal of his office, the day and year first above written.


Kevin Gardner, Oswego County Treasurer

STATE OF NEW YORK }
COUNTY OF OSWEGO } ss:

On the 30th day of August, in the year two-thousand twenty two before me, the undersigned, personally appeared, Kevin Gardner, as Treasurer of the County of Oswego, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public, State of New York
JENNIFER SHEPARDSON
Notary Public - State of New York
No. 01SH6267834
Qualified in Oswego County
My Commission Expires August, 2024

Schedule A

County Property No.: 2022-28-01
Serial No.: 20-2800-099
Location: 43 Ritchie Road, Town of Granby
Lot: 27 407-029-000
Size: 3.26 acres
Tax Map No.: 300.00-05-11
Assessed Value: \$101,500.00

County Property No. 2022-32-04
Serial No.: 16-3289-214
Location: 261 US Route 11, Town of Hastings
Lot: Lhe 16 017-013-000
Size: 1.33 acres
Tax Map No: 293.14-01-02
Assessed Value: \$105,000.00

County Property No.: 2022-42-03
Serial No.: 20-4200-166
Location: 134 Lakeshore Road, Town of Oswego
Lot: 2 014-001-000
Size: .43 acres
Tax Map No.: 144.12-01-03
Assessed Value: \$103,300.00

County Property No.: 2022-50-01
Serial No.: 20-5001-053
Location: 4004 Port Street, Village of Pulaski
Lot: 148 110-002-000
Size: 179 x 183
Tax Map No.: 059.15-07-15
Assessed Value: \$79,800.00

County Property No.: 2022-36-04
Serial No.: 16-3600-047
Location: 2327 State Route 48, Minetto
Lot: 46 088-014-000
Size: 6.68 acres
Tax Map No.: 201.11-01-03
Assessed Value: \$145,000.00

County Property No.: 2022-26-09
Serial No.: 19-2689-16
Location: 83 Lower Road, Constantia
Lot: 28 044-002-000
Size: 143.11 x 341.1
Tax Map No.: 296.0-06-09
Assessed Value: \$115,500.00

County Property No.: 2022-30-02
Serial No.: 20-3001-011
Location: 285 Church Street, Village of Hannibal
Lot: 67 115-002-000
Size: 11.54 acres
Tax Map No.: 232.15-01-24.1
Assessed Value: \$39,000.00

20-4200-166

20-4200-166

Vanguard Research & Title Services, Inc.
499 South Warren Street, Syracuse New York 13202

PROPERTY REPORT

Report Number: OR268711
Report Type: Oswego InRem
Location: Oswego, Oswego County
Name(s): James F. Welsh
Address: 134 Lakeshore Rd.
Tax ID: 144.12-01-03 ✓

Index No.: C-2021-0686

Findings
1 - Chain of Title
0 - Mortgages
1 - Liens
0 - Bankruptcies ✓
2 - Creditors / Interested Parties

Search Dates: October 18, 1988 to June 23, 2021

CERTIFICATION

1066/17

CHAIN OF TITLE

QUIT CLAIM DEED
James Meade and Martha Percy-Meade to
James Walsh
Dated: October 18, 1988
Rec.: November 4, 1988
Book: 1066
Page: 17

NOTE: No surrogates James F. Welsh. Obituary shows he died on October 27, 2020 leaving Kelle Marie Welsh and Erik James Welsh.

LIENS

FEDERAL TAX LIEN
Internal Revenue Service, 130 South Elmwood Ave. Rm #109, Buffalo, NY 14202 vs
James A. & Sarah Welsh
Amount: \$62,099.42
File No.: J-2012-001628
Filed: April 30, 2012
NOTE: Withdrawal of Filed Notice of Federal Tax Lien recorded June 18, 2013.

CREDITORS / INTERESTED PARTIES

Erik James Welsh, Kelle Marie Welsh, James F. Welsh
134 Lakeshore Rd.
Oswego, NY 13126

Part undelivered

Internal Revenue Service
130 South Elmwood Ave. Rm #109
Buffalo, NY 14202

DATA CODE

FRANK J. SHERMAN, INC., LAW BLANK PUBLISHERS
80 RICHMOND PL. AT BROADWAY, N. Y. C. 10004
NOT SHOWN AS USED BY LAWYERS ONLY.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

14

Post to. Trans World
LMS Co 496
ALMSO 200000

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ALMSO 200000

JAMES HERNANDEZ

Martha T. Perry-McCabe
MARtha PERRY-McCABE

BOOK 1066 PAGE 18

STATE OF NEW YORK, COUNTY OF OSWEGO

On the 17 day of October 19 88, before me personally came James Meade and Martha Percy-Meade,

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

[Signature]
Notary Public

MICHAEL J. STANLEY
Notary Public State of New York
County of Oswego #7651-02
My Commission Expires 12/31/89

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name therein by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto

Continuation Sheet

With COVENANT AGAINST CLAIMS OF ACTS

TITLE No.

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No.

This space for use of Recording Office.

Nov 4 1988
17
1066
1066

RECEIVED
S. 07
REAL ESTATE
NOV - 4 1988
TRANSFER TAX
OSWEGO
COUNTY

EXHIBIT D

OSWEGO COUNTY TREASURER'S OFFICE



KEVIN L. GARDNER, *Treasurer*
BRIAN D. TWISH, *Deputy Treasurer*

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
PHONE (315) 349-8393
FAX (315) 349-8255

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF OSWEGO

In the Matter of the Foreclosure of Tax Liens for the year 2020
(2 year) or prior by Proceeding *In Rem* pursuant to Article Eleven
of the Real Property Tax Law by the County of Oswego, New York

TAX ENFORCEMENT NOTIFICATION

Index No. C-2021-0686

TO: Erik James Welsh, Kelle Marie Welsh, James F. Welsh
20-4200-166
134 Lakeshore Rd.
Oswego, NY 13126

Parcel ID #: 354200 144.12-01-03 Serial Number: 20-4200-166
Town/Village/City: Oswego
Assessed: James F. Welsh

To the Above-Named Party:

You are presumed to own or have a legal interest in one or more of the parcels of real property described on the enclosed Petition of Foreclosure.

A foreclosure proceeding on such property based upon the failure to pay property taxes for the year 2020 or prior thereto has been commenced. Foreclosure will result in the loss of ownership of such property and all rights in that property.

To avoid loss of ownership or of any rights in the property, all unpaid taxes and other legal charges must be paid on or before **January 28th, 2022** or you must interpose a duly verified answer in the proceeding. You may make a certified payment to the Oswego County Treasurer, 46 East Bridge Street, Oswego, New York 13126, or online until December 31st, 2021 at OswegoCounty.com/Treasurer, in the amount of all such unpaid taxes and legal charges on or before that date. Payment must be in the form of cash, certified bank check, or money order. You may wish to contact an attorney to protect your rights, if any.

After January 28th, 2022, a court will transfer the title of the property to the County of Oswego by means of a court judgment.

Dated: October 4th, 2021

Regards,

Kevin Gardner
Oswego County Treasurer and Enforcing Officer

OSWEGO COUNTY TREASURER'S OFFICE

KEVIN L. GARDNER, *Treasurer*
BRIAN D. TWISS, *Deputy Treasurer*



COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
PHONE (315) 349-8393
FAX (315) 349-8255

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF OSWEGO

In the Matter of the Foreclosure of Tax Liens for the year 2020
(2 year) or prior by Proceeding *In Rem* pursuant to Article Eleven
of the Real Property Tax Law by the County of Oswego, New York

TAX ENFORCEMENT NOTIFICATION

Index No. C-2021-0686

TO: Internal Revenue Service
20-4200-166
130 South Elmwood Ave. Rm #109
Buffalo, NY 14202

Parcel ID #: 354200 144.12-01-03 Serial Number: 20-4200-166
Town/Village/City: Oswego
Assessed: James F. Welsh

To the Above-Named Party:

You are presumed to own or have a legal interest in one or more of the parcels of real property described on the enclosed Petition of Foreclosure.

A foreclosure proceeding on such property based upon the failure to pay property taxes for the year 2020 or prior thereto has been commenced. Foreclosure will result in the loss of ownership of such property and all rights in that property.

To avoid loss of ownership or of any rights in the property, all unpaid taxes and other legal charges must be paid on or before January 28th, 2022 or you must interpose a duly verified answer in the proceeding. You may make a certified payment to the Oswego County Treasurer, 46 East Bridge Street, Oswego, New York 13126, or online until December 31st, 2021 at OswegoCounty.com/Treasurer, in the amount of all such unpaid taxes and legal charges on or before that date. Payment must be in the form of cash, certified bank check, or money order. You may wish to contact an attorney to protect your rights, if any.

After January 28th, 2022, a court will transfer the title of the property to the County of Oswego by means of a court judgment.

Dated: October 4th, 2021

Regards,

Kevin Gardner
Oswego County Treasurer and Enforcing Officer

Oswego County Treasurer's Office

County Building

46 East Bridge Street

Oswego, New York 13126



NEOPOST

FIRST-CLASS MAIL

10/08/2021

US POSTAGE \$000.53



ZIP 13126

041M11463736

(2 year) or prior by processing in item pursuant to Article
of the Real Property Tax Law by the County of Oswego, New

TO:

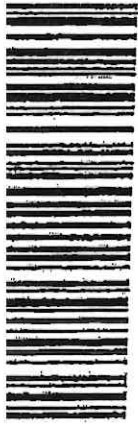
Erik James Welsh, Kalle Marie Welsh, James F. Welsh

20-4200-166

134 Lakeshore Rd.

Oswego, NY 13126

County Building
East Bridge Street
Oswego, New York 13126



7021 1970 0001 5971 7858

NEOPOST FIRST-CLASS MAIL

10/11/2021

US POSTAGE \$007.53



ZIP 13126

041M11463736

(2 year) or prior by Proceeding *In Rem* pursuant to Article E,
of the Real Property Tax Law by the County of Oswego, New

TO: Erik James Welsh, Kelle Marie Welsh, James F. Welsh
20-4200-166
134 Lakeshore Rd.
Oswego, NY 13126

EXHIBIT E

Oswego County
**LAND
BANK**



44 East Bridge Street, Suite 303, Oswego, NY 13126

October 24, 2022

Re: 134 Lakeshore Road, Town of Oswego

Tax Map No.: 144.12-01-03

TO WHOM IT MAY CONCERN:

This letter will confirm that Oswego County Land Bank Corporation presently holds a deed of record to the above-referenced property, said property having been conveyed to the Land Bank from the County of Oswego after being foreclosed for taxes.

The County of Oswego has informed the Land Bank that, due to an omission in a title search, the Oswego County Federal Credit Union did not receive statutory notice in the county's tax foreclosure and is aware the Credit Union has a mortgage foreclosure pending.

The Oswego County Land Bank Board of Directors met at a regular meeting on October 21, 2022 and approved vacating the deed as to this property only of record from the County of Oswego to the Oswego County Land Bank Corporation.

The Land Bank waives any further notice as to Court proceedings to vacate the deed to this parcel and consents to the relief sought by the county in this regard.

Very truly yours,

Shane Broadwell, President

RESOLUTION NO. 291

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
SHERIFF'S OFFICE – INSURANCE RECOVERY**

By Legislator Marc Greco:

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

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

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 291 of 2022

**A1325 426800
A3110 544100**

**(\$1,586.58)
\$1,586.58**



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

DATE: October 17, 2022

SUBJECT: Vehicle Repair from the Insurance Recovery Fund

SUMMARY: A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$1,586.58 into Automotive Supplies and Repair (A3110.544100) to repair one 2021 Ford Utility Police Interceptor that collided with another vehicle. Attached is a copy of the claim check sent from New York Municipal Insurance Reciprocal.

RECOMMENDED

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

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 10/11/22

CHECK NO. 0000125825

Description	Check Amount
Claim No: OSWEG-2022-032-002, Commercial Automobile Collision, Invoice No: First and Final - Claimant: Oswego County DOL: 9/11/2022, COLL LESS 500 DED 21 FORD VIN 4645	\$1,586.58
CHECK TOTAL	\$1,586.58

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

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE
ALBANY, NY 12210

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

CHECK NO. 0000125825

29-7
213

DATE
10/11/22

PAY: One thousand five hundred eighty six and 58/100 Dollars

TO THE
THE ORDER
OF

OSWEGO COUNTY

CHECK AMOUNT

\$*****1,586.58

MAIL TO

OSWEGO COUNTY
46 EAST BRIDGE STREET
OSWEGO, NY 13126

Robert A. B...
Director of Insurance

SIGNATURE HAS A COLORED BACKGROUND

⑈0000125825⑈ ⑆021300077⑆ 325680004174⑈

Date: October 17, 2022

FROM

COMMITTEE SIGNATURES		COUNTY TREASURER	DATE
Steve Greco	10/31/22		
Edwin Gummer	10-31-22		
Herbert M. Gordon	10-31-22		
Frank Bonbender	10-31-22		
Richard H. Kling	10/31/2022		
John J. Greco	10/31/22		
John J. Greco	10/31/22		

DEPARTMENT HEAD		PERSONNEL DIRECTOR (Personnel Services Only)	DATE
		Jan 20	10 31 22

DEPARTMENT HEAD

RESOLUTION NO. 292

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
SHERIFF'S OFFICE – CORRECTIONS OVERTIME**

By Legislator Marc Greco:

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

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

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 292 of 2022

A3150 514000
A3150 511000
A3150 512000

(\$82,628.00)
(\$43,000.00
\$125,628.00



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

DATE: October 19, 2022

PURPOSE: The Oswego County Sheriff's Office requests permission to transfer \$82,628.00 from A3150.514000 Temporary & Part-Time (Corrections) and \$43,000 from A3150.511000 Salaries and Wages (Corrections) into expenditure A3150.512000 Overtime Payments (Corrections).

SUMMARY: Review and consideration is requested for the above budget modifications to reflect a transfer of \$82,628 from A3150.514000 Temporary & Part-Time (Corrections) along with \$43,000 from A3150.511000 Salaries and Wages (Corrections) into expenditure A3150.512000 Overtime Payments (Corrections). This transfer is needed to cover unanticipated overtime expenses due to 24-hour Cap Court holding cell staffing along with inmate hospital visits.

**RECOMMENDED
ACTION:**

To approve the request to transfer funds as detailed in the attached worksheet to cover mandated expense.

RESOLUTION NO. 293

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
SHERIFF'S OFFICE – CORRECTIONS FOOD SUPPLIES**

By Legislator Marc Greco:

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

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

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 293 of 2022

A3150 545100
A3150 545200

(\$50,000.00)
\$50,000.00



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
1-800-562-7583

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

39 Churchill Road, Oswego, New York 13126-6613
INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification

DATE: October 19, 2022

PURPOSE: The Oswego County Sheriff's Office requests permission to transfer \$50,000.00 from A3150.545100 Medical Supplies (Corrections) into expenditure A3150.545200 Food Supplies (Corrections).

SUMMARY: Review and consideration is requested for the above budget modifications to reflect a transfer of \$50,000 from A3150.545100 Medical Supplies into expenditure A3150.545200 Food Supplies (Corrections). This transfer is needed to cover unanticipated inflation in the cost of food since this time last year when Budget 2022 was drafted and the population in the Correctional Facility being close to double that of this time last year.

**RECOMMENDED
ACTION:**

To approve the request to transfer funds as detailed in the attached worksheet to cover mandated expense.

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A3150	545100					Medical Supplies	(50,000.00)
			A3150	545200		Food Supplies	50,000.00
		</					

~~COMMITTEE SIGNATURES~~ DATE

DATE _____

~~Wendy Green~~ 10/31/22

20-10-20

Herbert J. Gordon 10/31-22

Frank Bonhede 10/31/22

Richard G. Lind 10/31/2022

10/31/22

M'Callero 10/31/22

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 294

**RESOLUTION INCREASING PROBATION REVENUE BUDGET LINE
ALTERNATIVES TO INCARCERATION - STATE AID PROBATION SERVICES**

By Legislator Greco:

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

RESOLVED, that the County Treasurer be, and hereby is, authorized to increase 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 Treasurer shall be his authority to affect such adjustments.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A3145 433100

Res. 294 of 2022

\$273,932.00

**OSWEGO COUNTY
PROBATION DEPARTMENT**

Public Safety Center
39 Churchill Road
Oswego, New York 13126
Phone: (315) 349-3477

DIRECTOR
David L. Hall

SUPERVISORS
Shannon M. Perkins
Karen J. Smith
Chrystal L. Thompson

INFORMATIONAL MEMORANDUM

DATE: October 18, 2022

TO: Members of Public Safety Committee & Oswego County Legislature

FROM: David L. Hall
Probation Director

SUBJECT: Receipt of DCJS Pretrial Services Award of \$273,932

SUMMARY: The New York State Division of Criminal Justice Services (DCJS) recently advised 20 million dollars would be distributed to upstate counties to offset costs associated with the provision of pretrial services. Based on a five-year average of court arraignments, Oswego County received \$273,932. This funding must support pretrial services provided for NYS budget period 4/1/22 through 3/31/23. As pretrial services are funded through the Probation Department's Alternative to Incarceration budget, it is recommended that this award be added to revenue line A3145.433100 (St Aid Probation Services).

RECOMMENDED

ACTION: The Probation Department recommends that the Public Safety Committee and Oswego County Legislature approve the receipt of this funding and increase in budget line A3145.433100 by \$273,932.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

COMMITTEE SIGNATURES	DATE
<i>Alan Deo</i>	10/31/22
<i>Chris Givens</i>	10-31-22
<i>Robert Gordon</i>	10-31-22
<i>David Bombard</i>	10-31-22
<i>Richard Wallace</i>	10/31/2022
<i>Michael</i>	10/31/22
<i>McChesbro</i>	10/31/22

TOTAL AMOUNT	273,932.00
COUNTY TREASURER	DATE
HUMAN RESOURCES DIRECTOR	DATE
COUNTY ADMINISTRATOR	DATE
<i>David L. Hall</i>	10/18/22
DEPARTMENT HEAD	DATE

RESOLUTION NO. 295

**RESOLUTION TRANSFERRING FUNDS INTO THE PROBATION
DEPARTMENT'S ATI SALARIES/WAGES AND ATI CALL TIME**

By Legislator Greco:

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

RESOLVED, that the County Treasurer be, and hereby is, authorized to increase 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 Treasurer shall be his authority to affect such adjustments.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 295 of 2022

A3145 543800	(\$9,400.00)
A3145 511000	\$400.00
A3145 514500	\$9,000.00

**OSWEGO COUNTY
PROBATION DEPARTMENT**

Public Safety Center
39 Churchill Road
Oswego, New York 13126
Phone: (315) 349-3477

DIRECTOR
David L. Hall

SUPERVISORS
Shannon M. Perkins
Karen J. Smith
Chrystal L. Thompson

INFORMATIONAL MEMORANDUM

DATE: October 20, 2022

TO: Members of Public Safety Committee & Oswego County Legislature

FROM: David L. Hall
Probation Director

SUBJECT: Transfer of Funds within ATI Budget

SUMMARY: The Probation Department's Alternatives to Incarceration (ATI) budget funds the pretrial release and electronic monitoring programs. Due to contractual increases and a change in personnel after the 2022 budget was developed, the on-call and salaries & wages budget lines will not be adequate to cover the remainder of the year. Therefore, it is requested that \$9000 be transferred from ATI-Other Fees and Services (A3145.543800) to ATI-Call Time and \$400 be transferred from ATI-Other Fees and Services (A3145.543800) to ATI-Salaries & Wages Reg (A3145.511000).

RECOMMENDED

ACTION: The Probation Department recommends that the Public Safety Committee and Oswego County Legislature approve the transfer within the ATI budget as indicated above.

RESOLUTION NO. 296

**RESOLUTION AUTHORIZING BUDGET MODIFICATION FOR THE EMERGENCY
MANAGEMENT OFFICE – ACCEPT HOMELAND SECURITY AND EMERGENCY
SERVICES GRANT FUNDING FOR FY2022 STATE HOMELAND SECURITY
PROGRAM**

By Legislator Greco:

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

RESOLVED, that the County Treasurer be, and hereby is, authorized to increase 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 adjustments.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 296 of 2022

A3640 443050 HSG22	(\$166,445.00)
A3640 543700 HSG22	\$37,750.00
A3640 526000 HSG22	\$63,969.00
A3640 543800 HSG22	\$57,226.00
A3640 545500 HSG22	\$7,500.00



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150

Fax: (315) 591-9176

COUNTY OFFICE BUILDING – 200 NORTH 2ND STREET, FULTON, NY 13069

Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: October 31, 2022

To: Members of the Public Safety and Finance and Personnel Committees

From: Cathee Palmitesso, Director

Subject: Request for approval to accept \$166,445 in State Homeland Security Program (SHSP) FY2022 Grant Funding

Summary: Oswego County has received notification from New York State Division of Homeland Security and Emergency Services (NYSDHSES) that the grant application submitted for the State Homeland Security Program (SHSP) FY2022 grant funding was successfully awarded to Oswego County in the amount of \$166,445.00. Funding for this initiative will cover the period of September 1, 2022 through August 31, 2025.

Purpose: The purpose of the grant is to support the implementation of New York State Homeland Security strategies that address the identified planning, organization, equipment, training and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events.

As per Federal guidelines, at least 30 percent (\$49,934) of the award must be directed towards law enforcement terrorism prevention activities and 30 percent of the projects must be spent in support of the six (6) National Priority areas. These include Intelligence & Information Sharing, Enhancing the Protection of Soft Targets/Crowded Places, Combating Domestic Violent Extremism, Community Preparedness & Resilience, Cyber Security and Election Security.

The work plan for this program was developed from projects that were submitted by stakeholders representing law-enforcement, fire/hazard, emergency medical services and others. Agencies requesting funding were given information regarding the grant requirements and constraints prior to submitting their requests. Specific projects were developed based on the requests and the application was submitted by the Oswego County EMO to NYSDHSES, NYS submitted the county's application to FEMA. A list of projects approved by the NYSDHSES is attached.

EMO respectfully requests acceptance of this funding and be given the permission to begin the administration of the grant. The attached budget modification reflects this request.

There is no local share attached to acceptance of these funds.

Recommended

Action:

The Emergency Management Office recommends that the Public Safety and Finance and Personnel Committees and the legislature accept this SHSP Grant funding.

State Homeland Security Grant Program (SHSP) FY 2022

Projects List

Law enforcement projects

Sheriff's Department:	Training Munitions	\$19,500
	Mobile Computing	
	Forensic Investigations	

Oswego Police Dept./ Oswego Fire Dept.	Modular Vehicle Barrier (portion of cost)	\$21,000
---	--	----------

Fulton Police Dept.	Mobile Computing	\$13,000
---------------------	------------------	----------

SUNY Oswego University Police	Mobile Computing	\$5,200
----------------------------------	------------------	---------

Other agencies

Fire Coordinator	I Am Responding service contract	\$24,376
------------------	----------------------------------	----------

County IT	Backup and Recovery toolset	\$22,000
-----------	-----------------------------	----------

Fulton Fire Dept.	Unmanned Aircraft System	\$1,300
-------------------	--------------------------	---------

Search and Rescue	Portable radios	\$13,500
-------------------	-----------------	----------

Emergency Management	Plans update and maintenance WebEOC Phone system maintenance	\$46,569
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BUDGET MODIFICATION REQUEST

10-Nov-22

ACCOUNT NUMBER		ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	ORG	OBJECT		
A3640	443050	HSG22		State Homeland Security Grant Program FY 2022	-\$166,445.00
				Grant Program FY2022	
		A3640	543700	Consulting	\$37,750.00
		A3640	526000	Other Equipment	\$63,969.00
		A3640	543800	Other Fees and Services	\$57,226.00
		A3640	545500	Other Supplies and Expenses	\$7,500.00

Total Amount

0

COMMITTEE SIGNATURES

DATE

[Signature] 10/31/22
[Signature] 10/31/22
[Signature] 10/31/22
[Signature] 10/31/22
[Signature] 10/31/22
[Signature] 10/31/22

COUNTY TREASURER

DATE

PERSONNEL DIRECTOR

DATE

COUNTY ADMINISTRATOR

DATE

DEPARTMENT HEAD

DATE

RESOLUTION NO. 297

**RESOLUTION AUTHORIZING BUDGET MODIFICATION – ACCEPT GRANT
FUNDING FOR STOP DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN**

By Legislator Greco:

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

RESOLVED, that the County Treasurer be, and hereby is, authorized to increase 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 adjustments.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 297 of 2022

A3315 443890 SDWI

(\$17,500.00)

A3315 543800 SDWI

\$17,500.00



ROBERT J. LIGHTHALL
STOP DWI COORDINATOR

OSWEGO



COUNTY

STOP DWI

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

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification **DATE:** October 04, 2022

PURPOSE: Accept grant funding for High Visibility Engagement Campaign.

SUMMARY: The NYS STOP-DWI Foundation submitted a grant application with the State of New York Governor's Traffic Safety Committee seeking Federal aid funding High Visibility Engagement Campaign. The Oswego County STOP-DWI Program was included in the application.

The NYS STOP-DWI Foundation has been awarded Oswego County's an allocation of **\$17,500**. Such funds must be approved by the county legislature and reimbursement shall be made to the county based on actual expenses incurred. These funds would be processed through Revenue budget line A3315 443890 Project SDWI Federal Aid, and Expense Budget line A3315 543800 Project SDWI Other Fees and Services.

RECOMMENDED ACTION: The Oswego County STOP-DWI Program recommends acceptance of the additional grant funds in the amount of \$17,500.

October 1, 2022

Oswego County STOP-DWI
Via email

Please accept this letter as official notification of a High Visibility Engagement Campaign (formerly known as Crackdown) award in the amount of \$17,500 for use in your county. Initial each line below, sign the bottom and **scan back a copy of this letter**, there is no need to send me a hard copy. This will serve as your acceptance of these funds. Failure to return this form will result in non-reimbursement. Let me know if you have any questions.

- R/L **Our focus will no longer be enforcement only** All HVEC efforts will include increased visibility and engaging the public with educational materials. The County STOP-DWI Coordinator will report the details using the provided HVEC Activity Form. (one form per county per HVEC)
- R/L The funds listed above will be utilized for Enforcement Overtime during the following crackdown dates only (unless permission has been granted for alternate dates).

HALLOWEEN:	October 29 – October 31, 2022
THANKSGIVING:	November 23 – November 27, 2022
HOLIDAY SEASON (NATIONAL):	December 14 - January 1, 2023
SUPER BOWL:	February 10 - February 13, 2023
ST. PATRICK'S DAY:	March 16 - 19, 2023
DRUGGED DRIVING AWARENESS:	3pm April 20 – 3am April 21, 2023
MEMORIAL DAY:	May 26 - 30, 2023
JULY 4TH:	July 1 - 5, 2023
DRUGGED DRIVING AWARENESS:	3pm July 10 – 3am July 11, 2023
LABOR DAY (NATIONAL):	August 18 - September 4, 2023

- R/L All HVEC will be multi-agency. (more than one agency must participate)
- R/L If circumstances result in only one agency participating in any crackdown, an email will be sent to Pam Aini, Grant Administrator, describing the reasoning for only one agency participating.
- R/L All HVEC efforts will be 'high visibility' and advertised in your county.
- R/L All PS-1's and activity sheets will be submitted to Pam Aini, Grant Administrator **within 45 days of each event with the exception of the Labor Day HVEC and that paperwork must be submitted by September 30th due to grant end date. Paperwork submitted after 45 days (or 9/30 for Labor Day) shall not be considered for reimbursement.**

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

Robert Lighthall
Robert Lighthall
Oswego County STOP-DWI Coordinator

Tracy Mance
Tracy Mance, Chairperson
STOP-DWI Foundation, Inc.

Tracy Mance (Albany) – Chairperson
Michele James (St. Lawrence) – Vice-Chairperson

Melanie Churakos (Cattaraugus) - Secretary
John Winchell (Washington) – Treasurer

(From)						To					
ACCOUNT NUMBER			ACCOUNT NUMBER								
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	DESCRIPTION			DOLLAR AMOUNT		
A33156	443890	SDWI				High Visibility Engagem,ent Campaign			\$ (17,500.00)		
			A3315	543800	SDWI	Other Fees and Services			17,500.00		
						TOTAL AMOUNT					

COMMITTEE SIGNATURES	DATE
<i>Agnes (Hede)</i>	10/31/22
<i>William Curry</i>	10-31-22
<i>Hubert S. Gordon</i>	10-31-22
<i>Frank Bombardieri</i>	10-31-22
<i>Richard R. Davis</i>	10/31/2022
<i>Michael</i>	10/31/22
<i>Michael</i>	10/31/22

RESOLUTION NO. 298

**RESOLUTION AUTHORIZING BUDGET MODIFICATION SHERIFF'S OFFICE –
TWO SRO POSITIONS FOR OSWEGO COUNTY SCHOOL DISTRICT**

By Legislator Marc Greco:

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

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

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 298 of 2022

A3112 544500	(\$26,913.00)
A3112 514000	\$25,000.00
A3112 590308	\$1,913.00



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

DATE: November 2, 2022

SUBJECT: Budget Modification to hire two additional SPO's for Oswego County School District (BOCES) starting on or about November 28, 2022.

PURPOSE: The Sheriff's Office requests permission to hire two Special Patrol Officers to provide additional Services at two BOCES locations within Oswego County.

SUMMARY: The Sheriff's Department requests permission to hire two additional Special Patrol Officers (SPO's) to provide security services at BOCES locations. BOCES has requested an additional SPO at the Citi BOCES Mexico Campus and a new SPO at Central Square Middle School (BOCES) program. The request is for both positions to start on or about November 28, 2022. A budget modification transferring \$25,000 from within the School Safety Initiative budget (Other travel/training reimbursement) to temporary & part-time line will cover this cost within the School Safety Initiative Budget. Therefore, this is a cost neutral request.

RECOMMENDED ACTION:

The Sheriff's Office recommends the approval of this cost neutral budget modification.

RESOLUTION NO. 299

**RESOLUTION AUTHORIZING BUDGET MODIFICATION YOUTH BUREAU –
ADDITIONAL 2022 NYS AID RUNAWAY HOMELESS YOUTH**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A7310 438200 RHY
A7310 545500 RHY

Res. 299 of 2022

(\$140,408.00)
\$133,986.00

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

October 12, 2022

Informational Memorandum

Purpose:	Additional 2022 New York State Runaway Homeless Youth Aid
Summary:	The attached budget modification corrects budget lines to include additional 2022 New York State Office of Children & Family Services Runaway Homeless Youth Aid.
Recommended Action:	The department recommends the budget modification correcting budget lines with additional 2022 Runaway Homeless Youth Aid be approved.

10/11/2022

TOTAL AMOUNT	(\$6,422)
---------------------	------------------

DATE _____

10/31/22

08/15/01

10-31-22

0-31-22

22/15

DATE _____

DATE _____

12

DATE _____

DATE _____

RESOLUTION NO. 300

**RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO ACCEPT THE
DONATION OF 9 EMI HEAT PUMPS FROM ECR INTERNATIONAL**

By Legislator Roy Reehil:

WHEREAS, the Oswego County Youth Bureau operates Camp Hollis, a residential camp.

WHEREAS, ECR International would like to donate 9 EMI heat pumps to the County of Oswego for the Camp Hollis Lodge Winterization project.

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

RESOLVED, that the County accept the donation from ECR International of 9 EMI heat pumps for the Camp Hollis Winterization project.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NY 13126

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



Brian Chetney Executive Director
brian.chetney@oswegocounty.com

October 17, 2022

Informational Memorandum

Purpose:	To accept a donation from ECR International of 9 EMI heat pumps.
Summary:	ECR International would like to donate 9 EMI heat pumps as part of the Camp Hollis Lodge Winterization project. ECR International heard about the project through Friends of Camp Hollis.
Recommended Action:	The department recommends the County accept the donation of 9 EMI heat pumps from ECR International for the Camp Hollis Winterization project.

A. DUIE PYLE, INC.P O BOX 564
WEST CHESTER, PA 19381-0564
PH: (800) 523-5020**PYLE**MC - 39140
USDOT 113594**A. Duie PYLE™**
PYLE PEOPLE DELIVER
www.nduiepile.comDELIVERY RECEIPT
PICKUP DATE: 08/22/22PYLE FREIGHT #:
677 066 912PAGE
1 OF 1**CONSIGNEE:** OSOS1E 315-349-3491
OSWEGI CTY BKDG & GROUNDS DEPT
111 E 11TH ST
OSWEGO, NY 13126-1627**SHIPPER:** ECUTOC 248-989-1946
ECR INTERNATIONAL - UTICA
2201 DWYER AVE
UTICA, NY 13501

P U UNIT: 6212HL

SHIPPER / BL NUMBER:
IN BODY

TERMS: PREPAID

MONEY BOX

PIECES	CONTAINER	HM	FREIGHT DESCRIPTION	CLASS	WT/LBS	RATE	INVOICE AMOUNT
3	PLT		* APPT: 08/24/22 8:00AM TO 3:00PM @ TERY 315-349-3491* 105294, U085528 U085528, JOELANGLOIS NMFC 114125-04 Air Conditioners, Air ... 3 PLTS STC 20 PCS NOTIFICATION CHARGES 3152973581 DEFICIT WGT. CHARGE		77.5 1728 77.5 272		
3	TOTAL PIECES				1728		

NOW SERVICING 100% OF VIRGINIA DIRECT!

THANK YOU FOR YOUR BUSINESS!
PYLE PEOPLE DELIVER**CONSIGNEE:** OSOS1E 315-349-3491
OSWEGI CTY BKDG & GROUNDS DEPT
111 E 11TH ST
OSWEGO, NY 13126-1627**SHIPPER:** ECUTOC 248-989-1946
ECR INTERNATIONAL - UTICA
2201 DWYER AVE
UTICA, NY 13501DELIVERY RECEIPT
PICKUP DATE: 08/22/22PYLE FREIGHT #:
677 066 912PAGE
1 OF 1P O NUMBER:
IN BODYSHIPPER / BL NUMBER:
IN BODY

P U UNIT: 6212HL

TERMS: PREPAID

CHECK OFF SPECIAL SERVICES: INSIDE DELIVERY _____ LIFTGATE _____ SORT/SEG _____
PERFORMED NOT OTHERWISE LIMITED ACCESS/RESIDENTIAL _____ # PCS _____
NOTED BELOW

677 066 912

PIECES	CONTAINER	HM	FREIGHT DESCRIPTION	CLASS	WT/LBS	RATE	INVOICE AMOUNT
3	PLT		* APPT: 08/24/22 8:00AM TO 3:00PM @ TERY 315-349-3491* 105294, U085528 U085528, JOELANGLOIS NMFC 114125-04 Air Conditioners, Air ... 3 PLTS STC 20 PCS NOTIFICATION CHARGES 3152973581 DEFICIT WGT. CHARGE		77.5 1728 77.5 272		
3	TOTAL PIECES				1728		

ARRIVAL TIME: _____ DEPARTURE TIME: _____ PCS DELIVERED: _____ SHRINK WRAP INTACT: Y N

FREIGHT RECEIVED IN GOOD CONDITION, SHRINK WRAP INTACT, UNLESS OTHERWISE NOTED DESIGNATED SPECIAL SERVICES WERE AUTHORIZED AND PERFORMED AT DELIVERY.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ DRIVER: _____

MONEY BOX

RESOLUTION NO. 301

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES – ACCEPT RIDES TO RECOVERY AWARD**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 301 of 2022

**A6070 545500 RTREC
A6070 446700**

**\$250,000.00
(\$250,000.00)**



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: Oswego County Board of Legislators

DATE: October 19, 2022

SUBJECT: Budget Modification to accept Rides to Recovery award

SUMMARY: The Department of Social Services worked with the Director of Planning to promote the Rides To Recovery program with Congressman Katko. This Congressional Award provides \$250,000 for one year (October 1, 2022 – September 30, 2023) to launch this transportation program targeting those in recovery from substance use disorder. The Volunteer Transportation Center (VTC), in partnership with the Oswego County Department of Social Services, will pilot a transportation program to support people with substance use disorder to access social determinants of health transportation, particularly for employment and education access.

Despite the public transportation services currently offered in Oswego County, there is a large and growing need for transportation to services for individuals suffering from substance abuse disorders and their families. Transportation has been found to have a direct impact on access to services and social determinants of health. In a rural county, such as Oswego County, vehicle ownership is directly related to the ability to travel. In general, people living in a household without a car make fewer than half the number of journeys compared to those with a car. This limits their access to essential local services.

Most households with above average income have a car while only half of low-income households do. Almost 9% of all households in Oswego County are without a vehicle, according to the US Census Bureau. Additionally, Oswego County is seeing an increase in the number of newborn drug related hospitalizations, their rate is 137.3 per 10,000 discharges. This rate is significantly higher than the NYS rate of 72.6 per 10,000 discharges. Likewise, there were thirty-one deaths, in Oswego County, as a result of an opioid overdose in 2019. Those seeking treatment of opioid addiction from NYS OASAS providers in Oswego County was 1,149 in 2019. Rides to Recovery will provide the extremely important transportation services necessary to assist the families and individuals impacted by the rampant substance abuse in Oswego County.

There is no local county share required for this federal award. This has also been determined to be a sole source contract; therefore, the contract is awarded to VTC.

RECOMMENDED

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

2022 Budget
10/17/2022

COMMITTEE SIGNATURES DATE

Michael R. Jordan	10/31/02
-------------------	----------

Frank Bombard 10-31-22

10/31/22

HUMAN RESOURCES DIRECTOR

COUNTY ADMINISTRATOR

DEPARTMENT HEAD

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 302

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES –TRANSFER FUNDS INTO MEDICAL ASSISTANCE/OTHER
SUPPLIES AND EXPENSES**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 302 of 2022

A6101 545500
A6142 545500

\$13,000.00
(\$13,000.00)



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: Oswego County Board of Legislators

DATE: October 19, 2022

SUBJECT: Budget Modification for Medical Assistance/Other Supplies and Expenses

SUMMARY: The attached budget modification will transfer funds into Medical Assistance/Other Supplies and Expenses. This account is used to pay the Health Department for Personal Care Assistants used by DSS Adult Protective Services. This account also covers expenses for early intervention.

The Health Department recently caught up 6 months of billing for 2021, in addition to some of their 2022 billing. This 2021 expense being paid out of the 2022 DSS budget will cause this account to have a shortfall.

The transfer to cover these expenses is being made from the underspent Emergency Aid account.

RECOMMENDED

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

2022 Budget
10/17/2022

COMMITTEE SIGNATURES	DATE
(Signature)	10/31/22
Michael A. Gordon	10/31/22
Herbert A. Gordon	10-31-22
Frank Bonifacio	10-31-22
Ben	10/31/22

DATE _____

RESOLUTION NO. 303

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES –TRANSFER FUNDS INTO ADMIN/ADDITIONAL HOURS**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 303 of 2022

**A6010 514300
A6070 542300**

**\$8,000.00
(\$8,000.00)**



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: Oswego County Board of Legislators

DATE: October 19, 2022

SUBJECT: Budget Modification for Admin/Additional Hours

SUMMARY: As of September, the Accounting Unit at DSS has vacancies in 4 of their 12 assigned positions. As such, the unit will need to have additional hours available to them in order to meet claiming deadlines and issue payments in a timely manner. Efforts are being made to replace staff, however there will be additional time needed for training until new employees are sufficiently productive. Also, civil service lists are quickly being exhausted or have been exhausted for Typist and Account Clerk positions in Mexico.

Additional hours will also be required to expedite processing of HEAP applications as that season is underway and there are multiple vacancies in our Assistance Programs unit.

DSS projects the shortfall for additional hours to be \$8,000 which is being moved from the underspent Telephone budget line.

RECOMMENDED

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

2022 Budget
10/17/2022

COMMITTEE SIGNATURES	DATE
JLC	10/31/22
Muchford G. Gordon	10/31/22
Harbert A. Gordon	10-31-22
Frank Bombardo	10-31-22
Leah	10/3/22

DATE _____

RESOLUTION NO. 304

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES –TRANSFER FUNDS INTO SERVICES OVERTIME**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO

Authorized Budget Modification

Res. 304 of 2022

**A6070 512000
A6070 511000**

**\$79,200.00
(\$79,200.00)**



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: Oswego County Board of Legislators

DATE: October 18, 2022

SUBJECT: Budget Modification for Services Division Overtime

SUMMARY: The attached budget modification moves \$79,200 into Adult/Family Services Overtime to cover projected Services staff overtime through the end of 2022.



The transfer will be made from Salaries and Wages which is underspent due to numerous Caseworker and other staff vacancies. Caseworkers and Senior Caseworkers continue to work Overtime (+40 hours/wk.) as needed to meet the essential needs of their clients.

RECOMMENDED

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

2022 Budget
10/17/2022

COMMITTEE SIGNATURES	DATE
<i>[Signature]</i>	10/31/22
Michael W. Gordon	10/31/22
Herbert W. Gordon	10-31-22
Frank Bombardieri	10-31-22
<i>[Signature]</i>	10/31/22

COUNTY TREASURER	DATE
HUMAN RESOURCES DIRECTOR	DATE
	10 31 22
COUNTY ADMINISTRATOR	DATE
	10/31/2022
DEPARTMENT HEAD	DATE

RESOLUTION NO. 305

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES –TRANSFER FUNDS IN TO ADMIN/LEGAL FEES**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO

Authorized Budget Modification

Res. 305 of 2022

A6010 543300
A6070 544500

\$9,000.00
(\$9,000.00)



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: Oswego County Board of Legislators

DATE: October 18, 2022

SUBJECT: Budget Modification for Legal Fees/Contract Attorney coverage

SUMMARY: DSS Legal continues to require the assistance of contract Attorney coverage to support the work of the department, and cover court appearances. One full-time DSS Attorney was out of work on an approved leave of absence for several months and has just recently returned to work. DSS anticipates the continued need for contract legal coverage through the end of 2022.

The attached budget modification for \$9,000 is projected to cover expenses through the end of 2022.

RECOMMENDED

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

2022 Budget
10/17/2022

COMMITTEE SIGNATURES

<u>Michael W. Gordon</u>	<u>10/31/22</u>
<u>Thebert A. Gordon</u>	<u>10-31-22</u>
<u>Frank Bombardieri</u>	<u>10-31-22</u>
<u>Sa. [Signature]</u>	<u>10/31/22</u>

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

[Signatures] 10/31/22 10/31/2022

RESOLUTION NO. 306

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES – ACCEPT NYS OTDA ARPA ALLOCATIONS FOR
OSWEGO COUNTY ADULT PROTECTIVE SERVICES**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 306 of 2022

**A6070 545500 APSG
A6070 446700**

**\$65,936.00
(\$65,936.00)**



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: Oswego County Board of Legislators

DATE: October 17, 2022

SUBJECT: Budget Modification to accept two NYS Office of Temporary and Disability Assistance (OTDA) allocations to Oswego County Adult Protective Services

SUMMARY: NYS OTDA has granted two allocations to Oswego County Adult Protective Services; both are 100% Federal ARPA funds. The first allocation of \$23,686 is for project period 8/1/21 to 5/31/23. The second allocation of \$42,250 is for project period 8/1/22 to 9/30/24.

The plan for both allocations is to provide goods and services to vulnerable adults at risk of losing their housing. Assistance with deep cleaning services, dumpsters for larger scale clean-outs, and small repair jobs around the residence to prevent eviction and/or enhance the safety of the individuals in their homes.

RECOMMENDED

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

2022 Budget
10/17/2022

COMMITTEE SIGNATURES _____ DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 307

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES – ACCEPT NYS NON-RESIDENTIAL DOMESTIC
VIOLENCE FUNDS**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 307 of 2022

**A6010 545500 NRDV
A6010 446890 NRVD**

**\$32,176.00
(\$32,176.00)**



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: Oswego County Board of Legislators

DATE: October 17, 2022

SUBJECT: Budget Modification to accept Non-Residential Domestic Violence Aid

SUMMARY: New York State has allocated Oswego County DSS \$32,176 in aid to provide non-residential domestic violence services to families with children impacted by domestic violence.

The full amount of this allocation will be used to contract with Oswego County Opportunities (OCO), the only vendor authorized by NYS OCFS to provide these services in Oswego County. This allocation will partially fund OCO SAF to provide one full time Domestic Violence Advocate to work with Oswego County Child Protective Services to provide services to families.

RECOMMENDED

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

2022 Budget
10/17/2022

COMMITTEE SIGNATURES	DATE
<i>Michael G. Gordon</i>	10/31/22
<i>Herbert Gresham</i>	10-31-22
<i>Frank Bombardo</i>	10-31-22
<i>Pat</i>	12/31/22

TOTAL AMOUNT	-
COUNTY TREASURER	DATE
HUMAN RESOURCES DIRECTOR	DATE
COUNTY ADMINISTRATOR	DATE
DEPARTMENT HEAD	DATE

RESOLUTION NO. 308

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES – TRANSFER FUNDS TO ADMIN/OVERTIME**

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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO

Authorized Budget Modification

Res. 308 of 2022

A6010 512000
A6010 511000

\$5,000.00
(\$5,000.00)



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: Oswego County Board of Legislators

DATE: October 25, 2022

SUBJECT: Budget Modification to transfer funds into Admin/Overtime

SUMMARY: Two additional divisions at DSS have indicated a need to work overtime hours to keep pace with their workloads. A budget modification will be required to transfer funds from Salaries/Wages into Overtime to meet this need for the remainder of 2022.

The fiscal unit is focusing overtime hours to catch up payments to Services vendors. Some vendor payments are a year behind, in particular to our transportation vendor, VTC. Our vendors have been patient with our slowdown of payments, mostly due to staff vacancies. However, the fiscal unit must put a push on catching up these payments to maintain positive relationships with our vendors.

The Director of Assistance Programs has also requested overtime hours for her team. Assistance Programs currently has one (1) Senior Social Welfare Examiner, eight (8) Social Welfare Examiners, and four (4) Community Service Worker positions vacant. The Home Energy Assistance Program opens on November 1st, which creates a substantial increase to phone calls, applications, and emergencies to be addressed. With the number of vacancies, Assistance Programs will not be able to keep pace and meet the needs of constituents without additional hours and overtime.

RECOMMENDED

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

Ifw

2022 Budget
10/25/2022

COMMITTEE SIGNATURES	DATE
<i>Michael B. Gordon</i>	10/31/22
<i>Therbert Gordon</i>	10-31-22
<i>Frank Bombardieri</i>	10-31-22
<i>Joe E.</i>	10/31/22

DATE _____

RESOLUTION NO. 309

**RESOLUTION AUTHORIZING DEPARTMENT OF SOCIAL SERVICES TO
AWARD CONTRACT TO VOLUNTEER TRANSPORTATION CENTER, INC. FOR
THE RIDES TO RECOVERY PROGRAM**

By Legislator Roy Reehil:

WHEREAS, the Oswego County Department of Social Services has been awarded a Federal Grant for the Rides to Recovery Program, and

WHEREAS, the Human Services Committee and Finance and Personnel Committees of the Oswego County Legislature have voted to accept the Rides to Recovery grant in the amount of \$250,000,

WHEREAS, The Volunteer Transportation Center (VTC), in partnership with the Oswego County Department of Social Services, will pilot a transportation program to support people with substance use disorder to access social determinants of health transportation, particularly for employment and education access

Now, upon recommendation of the Human Services Committee of this body, be it

RESOLVED that the County be authorized to enter into a contract with the Volunteer Transportation Center for the Rides to Recovery Program in the amount of \$244,317, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and the County Purchasing department shall be their authority to affect such transfer and develop the contract with Volunteer Transportation Center.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

**COUNTY OF OSWEGO PURCHASING DEPARTMENT
VENDOR AGREEMENT**

DRAFT

THIS AGREEMENT is entered into as of this 30th day of September, 2022 by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, hereinafter referred to as the "**COUNTY**," with principal offices at the Oswego County Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126; and Volunteer Transportation Center Inc., a corporation organized and existing under the laws of the State of New York PARTNERSHIP/LIMITED LIABILITYCOMPANY/SOLE PROPRIETORSHIP with principal business offices located at 24685 State Route 37, Watertown, NY 13601, hereinafter referred to as "**VENDOR**."

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the Services and/or provide goods identified in **Schedule A** (the "Services/Goods"), which is attached to and is part of this Agreement. Vendor agrees to perform the Services/Goods and/or supply goods in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Services and/or Goods provided not within the scope of this Agreement as specifically identified in **Schedule A** without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the Chairman of the Legislature of the County after consultation with the County Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the services beginning **September 30, 2022** and ending on **September 29, 2023**.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Services and/or receipt of conforming Goods or as such Services or Goods may be modified by mutual written agreement. Vendor shall submit to the County a monthly-itemized invoice for Services rendered during the prior month and prepared in such form and supported by such documents as the County may reasonably require.

The County will audit and pay the Vendor a quarterly advance of \$61,079.25 in October 2022, and up to the same amount in January 2023, April 2023, and July 2023, dependent upon submission of reports and financial requirements listed in the General and Program Specific Statements of Responsibilities and based on actual expenditure of service (see Schedule A, page A-3). A not-to-exceed cost of **\$244,317** has been established for the scope of services and/or supply of Goods rendered by Vendor. Costs in excess of such not-to-exceed cost if any, may not be incurred without prior written authorization of the County Purchasing Director, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional costs or costs in excess of the above noted not-to-exceed cost if the County's authorization by the chairman of the Legislature is not given in writing prior to the

performance of the Services or the provision of additional Goods giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agent has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Oswego County Ethics Law as amended from time to time, to submit a Disclosure Form to the Oswego County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Oswego County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all

monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the Services and/or supplying Goods and incurring expenses under this agreement Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the Chairman of the Legislature of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant's Certification forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request. All books Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County,

the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, the Vendor 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 Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York Finance Law § 139-L, the Contractor/Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract **SHALL BE VOID** and of no effect unless the Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance

policy(ies), with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy naming the County of Oswego as an additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
- The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.

IV. Required Insurance **MINIMUMS**:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.
- **Excess/Umbrella Insurance**
\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (Depending on the type and size of the project).
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- **Owners/Contractors Protective Insurance**
(Required for large construction projects.)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
- **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- **Professional Liability/Malpractice**
\$1,000,000 aggregate (If commercially available for your profession)
\$1,000,00 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede Vendor's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Services;
- C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the County; and
- D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed and/or goods supplied pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its Employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made, or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause

shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Goods or Services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County,

any Services procured by the County to complete the Goods or Services herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The County of Oswego shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the Legislature of County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Oswego County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Services are rendered.

ARTICLE 21. ACCEPTANCE OF SUBSTITUTED SERVICE

The Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 22. TAXES

The County of Oswego is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any contract or bid price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 23. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the Services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the COUNTY without the express written permission of the County of Oswego. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 24. SOLID WASTE COMPLIANCE

Pursuant to Oswego County Legislature Local Law, the Vendor agrees to deliver exclusively to the facilities of Oswego County Solid Waste Division, all waste and recyclables generated within the service area by performance of this Agreement by the Vendor and any subcontractors. Upon awarding of this Agreement, and before work commences, the Vendor will be required to provide Oswego County with proof that Oswego County Local Law has been complied with, and that all wastes and recyclables in the Oswego County Solid Waste's service area which are generated by the Vendor and any subcontractors in performance of this Agreement will be delivered exclusively to Oswego County Solid Waste.

ARTICLE 25. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS.

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Vendor certifies that it is its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

- d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such

purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

- 2. The Vendor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- D. **Drug-Free Workplace (Vendors who are individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- 1. As a condition of the contract, the Vendor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 26. NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the NYS Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring

against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 27. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, the Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

ARTICLE 28. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Vendor, any person signing on behalf of any Bidder/ Vendor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Vendor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Vendor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Vendor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that the Bidder/Vendor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Vendor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Vendor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility to review with respect to any Bidder/Vendor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ARTICLE 29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

The Vendor certifies and warrants that all woods products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision of public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Vendor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Vendor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Vendor to meet with the approval of the County.

ARTICLE 30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

The Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 31. GRATUITIES AND KICKBACKS PROHIBITED

- A. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- B. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 32. APPRENTICESHIP PROGRAM - NYS Labor Law §815

(For construction contracts over \$100,000 only) To the extent allowed by law and federal funding streams the County of Oswego requires that all county contractors and subcontractors, prior to entering into any county-let construction contracts over \$100,000, to show that they offer apprenticeship agreements appropriate for the type and scope of work to be performed and that have been registered with and approved by the NYS Commissioner of Labor pursuant to the requirements found in the NYS Labor Law. Any apprenticeship agreement shall follow as a template the Suggested Standards for Apprenticeship Agreements under NYS Labor Law §815.

ARTICLE 33. TITLE VI – REQUIRED LANGUAGE

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-

recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 33. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including **Schedule A**, which supersedes any other understandings or writings between or among the parties.

ARTICLE 34. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Services or specifications of Goods covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services or the delivery of any Goods, the Chairman of the Legislature of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional Services and the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF OSWEGO

VOLUNTEER TRANSPORTATION
SERVICES, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

SCHEDULE A – SCOPE OF WORK

Rides To Recovery – Volunteer Transportation Center Contract

The Volunteer Transportation Center (VTC) will remove the barrier of transportation for Oswego County Citizens who are identified by health and human services providers treated for substance use disorders and/or alcoholism. Rides will be provided for treatment services, court appearances, and all other social / recreational activities the person may choose to be a part of. Once it is determined that a person is eligible for the Rides To Recovery program, individual trips do not need to be approved.

The Contractor shall be responsible for all tasks including but not limited to:

- Community Outreach sessions to health and human service organizations to promote the program.
- Implementation of Unite Us software to streamline referral process within the health and human service network of Oswego County. The Contractor will receive trips through the Unite Us Platform. Staff will be trained on this platform for the purpose of accepting trips and filling out appropriate assessment.
- Providing an adequate number of qualified trained staff to handle all contract requirements. Recruit and manage volunteer drivers and other transportation modes to deliver service.
- Recording actual service information (pick up and stop location passengers, pick up and stop location times, dates, mileages, incidents, etc.)
- Monitoring performance through the use of Unite Us and ensuring corrective action measures as needed.
- Preparing and providing billings and service reports as required by Oswego County.
- Ensuring that all data is accurately updated and submitted in a timely manner
- Initial training and periodic retraining of the Contractor's staff on the Services' policies and procedures.
- Ensuring service quality by promptly addressing customer comments and complaints.
- Providing Oswego County personnel with daily monitoring records of service incidents to determine and enforce any corrective actions, exclusions, reductions or suspensions from the Services.
- Providing information regarding the Services to the community.
- The Contractor shall provide appropriate dispatch staff to manage the driver check-in and check-out processes and the assignment of trips.

Meet the following performance measure goals:

Measure	Reporting Frequency	Data Source	Notes	Performance Target
One-Way Trips	Monthly	VTC	Total one-way trips	~400 trips/month
Trips by Trip Type	Monthly	VTC	Total one-way trips by trip type	75% for employment or education purposes*
On-Time Performance	Monthly	VTC	% of trips served within 30 minutes of requested time	90%
Number of Active Customers	Monthly	VTC	# of Clients who have used the service within the past 6 months	50
Jobs Supported	Monthly	Case Workers	Number of jobs being supported by this service	30 (full or part-time **)
No-Show Rates	Monthly	VTC	Number of people who don't take a trip that they've scheduled.	< 15%
% of customers with jobs or in school 60 days after ending use of service	Monthly	Case Workers	Will require follow-up by case workers	100%**

BILLING & PAYMENT:**Payment not to exceed \$244,317**

Payment Schedule	Payment Terms
Three Months Advance Available October 2022	\$61,079.25
October Actuals	Quarterly advance of \$61,079.25 in October 2022, and up to same amount January 2023, April 2023 and July 2023 - Dependent upon submission of reports and financial requirements listed in the General and Program Specific Statements of Responsibilities and based on actual expenditure for service.
November Actuals	
December Actuals	
January Actuals – reconciled 10/2022 advance	
February Actuals	
March Actuals	
April Actuals	
May Actuals – reconciled 01/2023 advance	
June Actuals	
July Actuals	
August Actuals	
September Actuals – reconciled against all advances	

RESOLUTION NO. 310

**RESOLUTION AUTHORIZING THE EXECUTION OF A SECTION 5311
FORMULA GRANT FOR RURAL AREA PROGRAM APPLICATION (2022-2023)
BY THE COUNTY OF OSWEGO WITH NYSDOT AND MAKING RELATED
CERTIFICATIONS AND ASSURANCES**

By Legislator Tim Stahl:

WHEREAS, the County of Oswego has heretofore entered into an agreement with the State of New York authorizing the county's undertaking of this program and payments for any applicable federal or state share of the program; and

WHEREAS, the County of Oswego wishes to apply for grant funding under 49 U.S.C. 5311, et seq. in the amount of up to \$9,000,000.00 (Nine Million dollars) for the continuation and enhancement of the county's public mass transportation program in general and the rural area program in particular from NYSDOT which includes Federal Transportation Administration pass-through funds; and

WHEREAS, the County of Oswego has and/or will contract with various entities concerning the implementation of the county's Rural Area Program transportation plan under 49 U.S.C. 5311 et seq., and

NOW, upon recommendation of Economic Development and Planning Committee of this body, it is hereby,

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute the application for the 2022-2023 FTA Section 5311 Formula Grants for Rural Area Programs on behalf of the County of Oswego as Applicant together with any related documentation; and, it is further

RESOLVED, that the Chairman of the Legislature be and is hereby authorized on behalf of the County of Oswego, and the county does hereby indicate its intent and ability to make and comply with the Certifications and Assurances for Transit Assistance Programs to both the NYSDOT and FTA, as may be applicable and as included in the application, and to require any mobility manager and third party contractors/operators to make and comply with same as a term and condition of the receipt of said funds.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:

YES: 23 NO: 0 ABSENT: 2 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: Resolution to approve the submission a grant application to the New York State DOT and authorizing the Chairman to execute documents that may be necessary to acquire and disburse these funds if approved.

PURPOSE: Apply for up to \$9,000,000.00 for a combination of rural transportation services and associated capital expenditures in Oswego County.

SUMMARY: This is an annual authorization giving the Chairman the ability to execute the necessary documents for continuing these services. Oswego County will be applying for Capital and Operating Funds. For Capital, Oswego County will be applying for 4 Lot I Public Transit Buses, Mobility Management Services, Fareboxes for electronic payments and Technology. For Operating Revenue, Oswego County will be applying for Operating Expenses for Public Transit Fixed Route Service, Demand Response -Access Oswego and First Mile Last Mile services.

FISCAL IMPACT: None to the County. A 10% local match is required and will be provided by the contracted provider once selected.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends approval

RESOLUTION NO. 311

**RESOLUTION PROVIDING FOR TOURISM PROMOTION FOR THE COUNTY
OF OSWEGO**

By Legislator Tim Stahl:

WHEREAS, the State of New York has established a Matching Funds Program for promoting tourism throughout the State, and

WHEREAS, in order to participate in said program, the county must provide partial funding and establish a Tourism Promotion Agency, and

WHEREAS, the Oswego County Legislature, by Resolution No. 71 of May 11, 1989, created the Oswego County Department of Promotion and Tourism for designation as the county's Tourism Promotion Agency, and

WHEREAS, by Resolution No. 28 of March 9, 2006 the Department of Promotion and Tourism was merged with the Department of Community Development & Planning to create the Department of Community Development, Tourism & Planning.

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

RESOLVED, that the Oswego County Legislature hereby designates the Oswego County Department of Community Development, Tourism and Planning as the sole and only Tourism Promotion Agency for the County of Oswego for the calendar year 2023, pursuant to the provisions of Chapter 533 of the laws of 1978, and further authorizes said agency to make application for participation in the Tourism Matching Funds Program, and be it further

RESOLVED, that the Chairman of the Legislature is hereby authorized to enter into any contracts or agreements that may be necessary for the department to fulfill its mission.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:

YES: 23 NO: 0 ABSENT: 2 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
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**Dan Breitweg, Deputy
Director**
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: NYS Tourism Matching Funds Grant program.

PURPOSE: Acknowledge the Department of Community Development, Tourism & Planning as the official Tourism Promotion Agency (TPA) for Oswego County and authorize the application for matching funds.

SUMMARY: New York State requires that each county designate an entity as its official TPA and that entity is then eligible to apply for and expend NYS tourism matching funds. We also need specific authorization to make application for FY2023 matching funds.

FISCAL IMPACT: We have estimated and budgeted for \$60,000 in state funds to assist with our promotional activities, however this is an application for funding and not a guaranteed amount at this point in time.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends that the legislature designate the Department of Community Development, Tourism & Planning as the official Tourism Promotion Agency (TPA) for Oswego County and authorizes the Chairman to execute any and all documents necessary for the application and receipt of state matching funds.

RESOLUTION NO. 312

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOLID WASTE – ENERGY RECOVERY FACILITY PLANT EXPENSE**

By Legislator Stephen Walpole:

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

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

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 312 of 2022

CL 159900

(\$108,000.00)

CL8161 545400

\$108,000.00



Oswego County Department of Solid Waste

Carl L. Schmidt, Director of Solid Waste Programs

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

FROM: Carl Schmidt, Director of Solid Waste Programs

RE: Budget Modification-ERF Plant Expense

DATE: October 19, 2022

The Department of Solid Waste-Energy Recovery Facility requests a budget modification to transfer One-Hundred-Eight Thousand (\$108,000.00) Dollars of excess revenue from its unappropriated fund to its Plant Expense account (CL8161.545400). Due to rapid inflation in the cost of replacement parts and plant consumables in addition to additional costs of addressing deferred maintenance items, the originally budgeted amount in this line will soon be exhausted.

The Department of Solid Waste-Energy Recovery Facility operates an aging plant with substantial maintenance needs. Likewise, sustaining operations expends considerable cost simply in plant consumables including air pollution reagent, boiler chemicals, water softening salts, etc. Consumables, maintenance parts and service costs have increased substantially and unexpectedly in line with inflation across all markets.

The Energy Recovery Facility expects to recuperate some of this additional expenditure from its revenue lines as steam sales and ferrous metal sales have been better than originally expected. However, in the meantime, the department requires the requested transfer to fund continuing operation through the end of the budget year.

2022 Budget
11/10/2022

COMMITTEE SIGNATURES	DATE
<i>[Signature]</i>	11/1/22
<i>R. W. Lloyd</i>	11/1/22
<i>Paul E. H.</i>	11/1/22
<i>Lyndee G. Lockwood</i>	11/1/22
<i>Dave [Signature]</i>	11-1-22

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

RESOLUTION NO. 313**RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT No.
E0122 – B&G VEHICLES – 2022**

By Legislator Stephen Walpole:

WHEREAS, this body has heretofore established Capital Project No. E0122 – B&G Vehicles 2022 with a maximum authorization of \$ 135,000.

WHEREAS, the Buildings and Grounds Superintendent has identified the need to increase the authorization of Capital Project No E0122 – B&G Vehicles by \$ 2,500.

NOW, on recommendation of the Infrastructure and Facilities 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 \$ 2,500 from Capital Reserve No. 146 – Highway & Auto Reserves, to Capital Project # E0122 B&G Vehicles 2022 and be it further

RESOLVED, that the Treasurer is hereby authorized to transfer \$ 2,500 from Capital Reserve No. 146 – Highway & Auto Reserves to Capital Project No. E0122 – B&G Vehicles 2022 and that the project is hereby authorized for the maximum expenditure as indicated.

Capital Project**Total Authorization**

CP # E0122 B&G Vehicles 2022

\$ 137,500

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:

YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification**Res. 313 of 2022**

H 450310 E0122	(\$2,500.00)
H529000 E0122	\$2,500.00
A159900	(\$2,500.00)
A599014 146	\$2,500.00



Rick Doten
Superintendent

COUNTY OF OSWEGO
BUILDINGS & GROUNDS DEPARTMENT

111 East 11th Street
Oswego, N.Y. 13126

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

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of Capital Project # E0122 B&G Vehicles – 2022

PURPOSE: To increase the authorization level of Capital Project # E0122 B&G Vehicles – 2022 by \$ 2,500 using funding from Capital Reserves # 146 Highway & Auto Equipment.

SUMMARY: After establishing this Capital Project, the bids for the vehicles came in higher than anticipated. Included in the original request was a plow for the truck we have ordered. We will need an additional \$ 2,500 to purchase a plow.

RECOMMENDED: I request transferring \$ 2,500 from Capital Reserve # 146 Highway & Auto Equipment to Capital Project # E0122 – B&G Vehicles 2022.

ACTION: Transfer \$ 2,500 from the Capital Reserve # 146 Highway & Auto Equipment to Capital Project # E0122 – B&G Vehicles – 2022, which will increase the authorization level to \$ 137,500.

RESOLUTION NO. 314

**RESOLUTION AUTHORIZING BUDGET MODIFICATION CENTRAL SERVICES
ESTABLISH CAPITAL PROJECT FOR BACKUP STORAGE DEVICE**

By Legislator Stephen Walpole:

WHEREAS, the Central Services Director has identified the need to establish a capital project for updating the County's backup storage system, with a maximum authorization of \$ 18,000.

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$ 18,000 from Capital Reserve No. 145 – Technology Reserve to the designated Capital Project T0422 and that the project is hereby authorized for the maximum.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO

Authorized Budget Modification

Res. 314 of 2022

H450310 T0422	(\$18,000.00)
H529000 T0422	\$18,000.00
A599014 145	\$18,000.00
A159900	(\$18,000.00)



Greg Powlin
Director

COUNTY OF OSWEGO
CENTRAL SERVICES DEPARTMENT

39 Churchill Road
Oswego, New York 13126

Phone: (315) 349-3526

INFORMATIONAL MEMORANDUM

SUBJECT: Establish capital project for update of County's disaster recovery related backup storage system to ensure secure and reliable access to stored server and related system backups.

PURPOSE: To provide funding of \$18,000 to support this initiative and to be combined with \$22,000 of cybersecurity grant funding and \$10,000 from existing Capital Project #110, for a total project expenditure of \$50,000.

SUMMARY: This capital project provides for upgrades to the County's disaster recovery related server backup storage infrastructure, including enhanced security mechanisms to guard against contemporary and evolving cybersecurity related threats.

This expenditure was earmarked for 2023, but as existing primary and backup devices failed (and were replaced from an existing capital project) and the County's storage and security needs have evolved, this project is being moved to 2022.

This project is an urgent need; leadership support is strongly advised.

RECOMMENDED ACTION: I respectfully request transferring \$ 18,000 from Capital Reserve # 145 – Technology Reserve to establish a new Capital Project T0422 for the backup storage system upgrade expenditure detailed above.

RESOLUTION NO. 315

**RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING ON THE
TENTATIVE COUNTY BUDGET FOR THE YEAR 2023**

By Legislator John Martino:

UPON recommendation of the Finance and Personnel Committee, and pursuant to the provisions of Section 359 of the County Law, be it

RESOLVED, that a Public Hearing on the tentative County Budget of the County of Oswego for the Fiscal Year 2023 be held at the Chambers of the Oswego County Legislature, 46 East Bridge Street, Oswego, New York, on the 15th day of December, 2022 at 7:00 p.m., and be it further

RESOLVED, that the Clerk of the Oswego County Legislature cause notice of such Public Hearing to be published in the Official Newspapers of the County and post the same in accordance with the provisions of said Section 359

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

RESOLUTION NO. 316

**A RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING
RELATIVE TO PROPOSED COUNTY OF OSWEGO
LOCAL LAW NO. 6 OF THE YEAR 2022, ENTITLED,
“A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT FOR FISCAL YEAR
2023”**

By Legislator John Martino:

UPON the recommendation of the Finance & Personnel Committee of this body, be
it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the
proposed County of Oswego Local Law No. 6 of 2022, entitled “A LOCAL LAW
OVERRIDING THE TAX LEVY LIMIT FOR FISCAL YEAR 2023” on the 15th day of
December, 2022, at 2:00 o’clock, in the afternoon of said day at the Oswego County
Legislative Chambers, County Office Building, 46 E. Bridge Street, Oswego, NY 13126,
and be it further

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

DRAFT

**COUNTY OF OSWEGO
LOCAL LAW NUMBER 6 OF 2022¹**

“A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT FOR FISCAL YEAR 2023”

**BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF OSWEGO AS
FOLLOWS:**

Section 1. Title:

This local law shall be known as **“A LOCAL LAW OVERRIDING THE TAX LEVY
LIMIT FOR FISCAL YEAR 2023.”**

Section 2. Legislative Intent and Purpose

It is the intent and purpose of this Local Law to allow the County of Oswego to adopt a budget for the fiscal year commencing January 1, 2023 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c. Given the wide uncertainty regarding fluctuations in state mandated programs and obligations and the economy many factors could affect the actual county tax levy limit for 2023. This enactment overrides the tax levy limit and will provide the county stability and predictability regarding the 2023 annual county budget process. The county legislature has determined that, as a result, such an override is both necessary and in the best interests of the County of Oswego whether or not the tax levy limit is actually exceeded.

Section 3. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes the Oswego County Legislature to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said body.

Section 4. Tax Levy Limit Override

The Oswego County Legislature be and is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2023 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 5. Severability

If a court determines that any clause, sentence, paragraph, section, subdivision, or part of

¹Introductory Number Only

this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 6. Effective Date

This local law shall take effect immediately and a certified copy of this local law shall be filed in the office of the Secretary of State pursuant to section 27 of the Municipal Home Rule Law.

RESOLUTION NO. 317

**A RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING
RELATIVE TO PROPOSED COUNTY OF OSWEGO
LOCAL LAW NO. 7 OF THE YEAR 2022, ENTITLED,
“A LOCAL LAW AMENDING LOCAL LAW NUMBER 3 OF 2021
PROVIDING FOR THE SALARIES OF CERTAIN
ELECTED COUNTY OFFICERS OF THE COUNTY OF OSWEGO”**

By Legislator John Martino:

UPON the recommendation of the Finance & Personnel Committee of this body, be
it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the
proposed County of Oswego Local Law No. 7 of 2022, entitled “A LOCAL LAW
AMENDING LOCAL LAW NUMBER 3 OF 2021 PROVIDING FOR THE SALARIES
OF CERTAIN ELECTED COUNTY OFFICERS OF THE COUNTY OF OSWEGO” on
the 15th day of December, 2022, at 2:00 o’clock, in the afternoon of said day at the Oswego
County Legislative Chambers, County Office Building, 46 E. Bridge Street, Oswego, NY
13126, and be it further

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

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 22 NO: 1 ABSENT: 2 ABSTAIN: 0

DRAFT

COUNTY OF OSWEGO LOCAL LAW
NUMBER 7 OF 2022

“A LOCAL LAW AMENDING LOCAL LAW NUMBER 3 of 2021
PROVIDING FOR THE SALARIES OF CERTAIN ELECTED
COUNTY OFFICERS OF THE COUNTY OF OSWEGO”

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

Section 1. Purpose

It is the purpose and intent of this local law to AMEND certain provisions of Local Law Number 3 of 2021 consistent with County Law §200 and other applicable law.

Section 2. Local Law Number 3 of 2021 is hereby Amended.

Section 1, Section 2 (B) and Section 4 of Local Law 3 of 2021 be and are hereby AMENDED to read as follows, with the rest and remainder of said local law to continue in full force and effect (Amendments are indicated by underlined text and do not include section titles, a strikeout indicates DELETED text):

Section 1. Purpose

It is the purpose and intent of this local law to establish the maximum salaries of the office of County Clerk, County Sheriff, County Treasurer, Chair of the Legislature, Majority Leader of the County Legislature, Minority Leader of the County Legislature and County Legislator from January 1, 2022 through January 1, 2025.

Section 2. Annual Salaries of Certain County Officers to be Amended

- B. Notwithstanding any previous local laws or resolutions, the annual salaries of the hereinafter designated county officers are hereby fixed at the following amounts to be paid effective January 1, 2023:

County Clerk: \$ 94,563

County Treasurer: \$ 94,563

County Sheriff: \$114,889

County Legislator (each): \$15,170 (does not include Chair of the Legislature.

Majority Leader, County Legislature and Minority
Leader, County Legislature).

Chair, County Legislature: \$33,371

Majority Leader, County Legislature: \$18,202

Minority Leader, County Legislature: \$18,202

- C. Notwithstanding any previous local laws or resolutions, the annual salaries of the hereinafter designated county officers are hereby fixed at the following amounts to be paid effective January 1, 2024:

County Clerk: \$ 97,399

County Treasurer: \$ 97,399

County Sheriff: \$118,335

County Legislator (each): \$15,170 (does not include Chair of the Legislature,
Majority Leader, County Legislature and Minority
Leader, County Legislature).

Chair, County Legislature: \$33,371

Majority Leader, County Legislature: \$ 18,202

Minority Leader, County Legislature: \$ 18,202

- D. Notwithstanding any previous local laws or resolutions, the annual salaries of the hereinafter designated county officers are hereby fixed at the following amounts to be paid effective January 1, 2025:

County Clerk: \$100,320

County Treasurer: \$100,320

County Sheriff: \$121,885

County Legislator (each): \$15,170 (does not include Chair of the Legislature,
Majority Leader, County Legislature and Minority
Leader, County Legislature)

Chair, County Legislature: \$ 33,371

Majority Leader, County Legislature: \$18,202

Minority Leader, County Legislature: \$18,202

Section 4. Inconsistent Prior Resolutions or Local Laws Superseded

All local laws and resolutions of the Legislature of the County of Oswego, to the extent that the same are inconsistent with this law, are hereby superseded by this law ~~except that the maximum salaries to be paid to the Chair of the Legislature, Vice Chair of the Legislature, Majority Leader and Minority Leader shall be established as part of the annual county budget and advertised pursuant to County Law §359.~~

Section 3. Severability

If any clause, sentence, phrase, paragraph, subdivision, section, rule or part of this local law shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, phrase, paragraph, subdivision, section, rule or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 4. Effective Date; Filing

This local law shall be subject to a permissive referendum accordance with the provisions of Municipal Home Rule Law §24. This local law shall take effect forty-five (45) days after its adoption as provided for by the Municipal Home Rule Law.

RESOLUTION NO. 318

**RESOLUTION AUTHORIZING THE MANAGEMENT COMPENSATION PLAN
2023**

By Legislator John Martino:

WHEREAS, the County's Management Compensation Plan has not been amended since December 31, 2020, and

WHEREAS, the Chairman of the Legislature directed the County Administrator to review the plan and make recommendations regarding terms and conditions of employment, and

WHEREAS, the County Administrator has presented proposed changes to the Finance and Personnel Committee.

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

RESOLVED, that the Chairman of the Legislature is hereby authorized to amend the Oswego County Management Personnel Compensation Plan, January 1, 2023, to include the changes as set forth in the attached.

ADOPTED BY VOICE VOTE ON NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



OSWEGO COUNTY

MANAGEMENT PERSONNEL COMPENSATION PLAN

APPROVED NOVEMBER 10, 2022

OSWEGO COUNTY LEGISLATURE

JANUARY 1, 2023

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MANAGEMENT PERSONNEL COMPENSATION PLAN

ISSUED: 3/21/85

REVISED: 12/14/95, 10/10/96, 12/11/97, 3/12/98, 6/10/99, 7/13/00, 12/15/05; 12/15/06; 6/15/07; 2/12/09; 12/10/2015: 11/10/22

Policy:

This policy shall establish the terms and conditions of employment for department heads and managerial unrepresented personnel of Oswego County. The policy includes the compensation schedule, wage and benefit plan, and performance evaluation procedures. Amendment of the policy is subject to the approval of the County Legislature. Interpretation of the policy shall be subject to action of the Finance and Personnel Committee and Chairman of the Legislature.

Applicability:

This policy manual applies to employees of Oswego County classified as Department Heads and Managerial Personnel as specified below. It does not include employees covered by recognized bargaining units. The following is a list of positions considered to be in the Department Head category:

Aging Services Administrator
Buildings & Grounds Superintendent
Clerk to County Legislature

Commissioner of Social Services
County Administrator
County Attorney
County Fire Coordinator
Director of 911 Communication System
Director of Buildings and Grounds
Director of Central Services
Director of Emergency Management
Director of Human Resources

Director of Community Development, Tourism & Planning
Director of Public Health
Director of Solid Waste Programs
Director of Strategic Initiatives
Director of Veteran Services
Director of Youth Bureau
Highway Superintendent
Probation Director
Public Defender
Purchasing Director

The following are considered to be in the Managerial category:

Administrative Secretary (County Admin)

Administrative Secretary (Human Resources)
Deputy Clerk,
County Legislature
Administrative Assistant to the County
Administrator
Applications Systems Administrator
Assistant County Attorney

Assistant District Attorney
Assistant Public Defender

Budget Analyst

Chief Accountant

Compliance Program Administrator

Chief Correction Administrator
Correction Supervisor

D.A. Investigator
Deputy Commissioner of Social Services
Deputy County Clerk
Deputy County Clerk of Operations
Deputy County Clerk of Motor Vehicles

Deputy County Treasurer

Deputy Elections Commissioner
Deputy Director Community Development,
Tourism & Planning
Deputy Director of Public Health
Deputy Highway Superintendent
Director of Real Property Tax Services II
Director of Records Management
Employee Benefits Specialist
Family Court Attorney
First Assistant District Attorney
First Assistant Public Defender
Patrol Officer – Lieutenant
Payroll Administrator
Public Defender Investigator

Human Resources Administrator
Human Resources Specialist
Human Resources Specialist Trainee
Land Bank Executive Director
Secretary to County Attorney
Secretary to District Attorney
Secretary to Public Defender
Secretary to Sheriff
Secretary to Highway Superintendent
Social Services Attorney
Undersheriff
Security Specialist
Senior Assistant District Attorney
Senior Assistant Public Defender
Senior Help Desk Administrator
Senior Systems Administrator

The following elected department heads' compensation is set by Local Law or State Law and accruals in this policy do not apply to them. However, they are to receive all other benefits described herein.

District Attorney
County Sheriff
County Clerk
County Treasurer

Board of Elections Commissioners' salaries are set by Resolution upon appointment, and must be equal by State Law. Thereafter, they receive the same step increases as the rest of management as described within this plan, with the exception of longevity steps due to the State's equal pay requirement.

TERMS AND CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Policy:

Acknowledging the moral principles inherent in Federal and State Legislation, the parties to this Agreement hereby affirm that they shall ensure equal employment opportunities for all qualified individuals without consideration of their sex (including self-identified or perceived sex, gender identity, gender expression, and transgender status), race (and traits historically associated with race, including, but not limited to, hair texture or protective hairstyles), color, religion (including the wearing of any attire, clothing, or facial hair in accordance with the requirements of one's religion), creed, national origin, age, disability (including pregnancy related conditions), sexual orientation, marital status, familial status, military status, genetic information or predisposing genetic characteristics, prior arrest or conviction record, domestic violence victim status, or any other class protected by law.

It is furthermore affirmed the concept and philosophy of equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

Responsibilities:

The responsibilities of employees covered by this policy are reflected in the official position description as adopted pursuant to the Civil Service Law, or other applicable State or Local Laws. Further, the employee is responsible to meet and comply with all requirements of federal, state and local law, rule and regulation, administrative directive, and assignments as directed by the County Legislature and/or its Chairman.

Standards of Conduct:

The standards of conduct for all officers, supervisors, and employees of Oswego County are contained in Resolution No. 57, adopted by the Legislature on June 4, 1970, and issued in Oswego County Operating Policies, Regulations & Procedures, PRP 2006-6, Code of Ethics, (attached as Appendix C).

Basic Workweek:

Department heads and managerial personnel are responsible for performing the duties of their office. The workday is determined by the tasks to be performed. The workweek shall be a minimum of 35 hours, except where a 40-hour workweek is required. In such instances, employees shall be compensated for all additional hours at their normal rate of compensation. Those positions working a 40-hour workweek are as follows:

Correction Administrator	Secretary to District Attorney
County Fire Coordinator	Secretary to Sheriff
Director of Solid Waste Programs	Undersheriff
Patrol Officer Lieutenant	Director of 911

Time and Attendance:

The employees covered by this policy are considered salaried personnel. Department heads and managerial employees are responsible for performing the duties of their office. The workday is determined by the tasks to be performed. They shall submit a time and attendance report bi-weekly, via the current ESS payroll system or any successor program, to payroll identifying leave utilized during the bi-weekly pay period. In addition, Department heads shall submit their time and attendance report to the County Administrator bi-weekly, and the County Administrator shall submit his/her time and attendance report to the Legislature Chairperson bi-weekly.

Secondary Employment:

No employee covered by this policy shall engage in other employment or professional activity which could impair his/her independence of judgment in the exercise of his/her official duties. Should any employee accept additional employment,

he/she must advise the Chairman of the Legislature or department head in writing prior to beginning additional employment, and submit an updated financial disclosure statement to the County Board of Ethics.

Holidays:

Department heads and managerial personnel shall be entitled to paid holidays as identified herein:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holidays (2)
Labor Day	

When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. A holiday falling on a Sunday shall be observed on the following Monday.

In the event that an employee covered by this policy is required to work on a holiday, said employee shall be eligible for a day in lieu at a date convenient to the employee and his/her duties.

Prior to utilizing the floating holiday, a management employee must notify his/her department head in writing at least ten (10) working days in advance of the requested date. Floating holidays shall not be accumulated from year to year, but rather must be used no later than December 31 of the year in which they are earned.

Annual Leave:

An employee covered by this policy shall earn annual leave credit in accordance with the following schedule. The rate of earnings is determined by the designated number of work hours per year divided by the total number days earned per payroll year.

Years of Service	Earnings	Total Days Per payroll year
0 - 5	7 hours	15
6 - 10	7 hours plus 3 days January 1	18
11 - 17	7 hours plus 8 days January 1	23
18	7 hours plus 9 days January 1	24
19	7 hours plus 10 days January 1	25
20	7 hours plus 11 days January 1	26
21	7 hours plus 12 days January 1	27
22 and over	7 hours plus 13 days January 1	28

Department heads and managerial employees shall be entitled to a two-year annual leave carry-over. Department heads shall advise the County Administrator of their intent to utilize annual leave, of three (3) consecutive days or more, a minimum of five (5) working days in advance. The notification shall be submitted in writing specifying the dates of leave. A department head, and second in command in the department, cannot take annual leave at the same time.

Annual Leave: (Continued)

Managerial employees must file a written request, for annual leave of three (3) consecutive days or more, with the department head at least ten (10) days in advance. For annual leave requests of less than three (3) consecutive days, the employee must file a written request for annual leave with the department head at least 48 hours in advance of the requested leave.

Exceptions may be granted by the department head, upon written request, for leave time. The department head shall respond in writing within five (5) working days.

Department heads and managerial employees may receive pay in lieu of vacation time, subject to the following conditions:

- A. Requests must be in writing,
- B. Requests must be for full-day (seven or eight-hour) time periods,
- C. Requests will be limited to 50 percent of vacation time earned in a calendar year,
- D. Only one (1) request per employee per calendar year will be considered,
- E. Pay in lieu of vacation will be made at the employee's regular rate,

An employee whose employment is terminated by reason of resignation, death, layoff or retirement shall receive compensation for unused annual leave accruals.

Sick Leave:

Department heads and managerial employees shall earn sick leave credit at the rate of seven (7) hours with pay, not to exceed annual earnings of 84 hours per payroll year. Comparable credit shall be provided 40-hour employees on a prorated basis to a maximum of 96 hours per payroll year. Employees newly hired on or after January 1, 2006 will earn seven (7) hours of sick leave credit, not to exceed annual earnings of 70 hours per payroll year. Comparable credit shall be provided 40-hour employees on a prorated basis to a maximum of 80 hours. The rate of earnings is determined by the designated number of work hours per year divided by the total number days earned per payroll year. Sick leave earnings and utilization shall commence upon employment. There is no maximum on hours that may be accrued.

This clause defines the method of accruing sick leave credit and does not establish a minimum standard use.

Sick leave shall be granted for the following reasons: personal illness, bodily injury, exposure to contagious diseases, medical appointments and procedures, and attendance upon members of their immediate family whose illness requires the care of said employee. Immediate family, in regard to sick leave, shall be defined as employee's mother, father, spouse, and children. Children are further defined to include an employee's natural and step sons(s) and daughter(s) and those for whom the employee has legal guardianship.

When it is necessary to be absent from work, it is the responsibility of the department head to insure that the Chairman's Office and County Administrator's Office is notified of his/her anticipated absence. Managerial employees are responsible for notifying their department heads. Notice should be given at the earliest opportunity practical.

When a holiday falls within a sick leave period, no sick leave credit charge shall be made for that day.

Upon an employee's retirement under the New York State Employees' Retirement System, the following will apply:

- A. Unused sick leave shall be applied to an employee's years of service in accordance with the provisions of Section 41-j of the New York State Retirement Law; and

- B. After applying for retirement, and upon completion of the Request to Bank Sick Leave Form provided to you by the Human Resources Department, cash equivalent of sick time accrued as of date of retirement may be banked at 100 percent.

Cash value will be calculated by multiplying total sick hours accrued by hourly rate as of the date of retirement. Money so banked shall be used to offset cost of dependents' health insurance and/or a prescription drug card or life insurance. In the event a retiree dies prior to exhausting available funds, the remainder may be used to pay premiums for any COBRA benefits available to and selected by the retiree's dependent(s).

There shall be no direct cash payment to the retiree, retiree's dependents, or their estate.

Upon employee's death, while still in County service, an employee's sick leave credit shall be paid to the beneficiary at the employee's regular rate of compensation.

Bereavement Leave:

The employees covered by this policy are entitled to up to three (3) days bereavement leave for each death in the immediate family. Immediate family is defined as husband, wife, mother, father, son, daughter, brother, sister, grandparents, grandchildren, or same-sex committed partner. The above definitions shall include natural, step, and in-law relationships. Same sex committed partners are defined as those who are financially and emotionally interdependent in a manner commonly presumed of spouses.

Educational Leave:

The Chairman of the Legislature may grant a leave of absence without pay of not more than one (1) year at a time to a department head or managerial employee for job-related educational purposes. Said employee shall not lose previously earned salary or benefits when returning from such leave. Managerial leave requests will require the recommendation of the department head.

Military Leave:

In accordance with Section 242 of the Military Law, employees serving as members of the organized militia or any reserve force or reserve component of the Armed Forces of the United States are entitled to paid military leave in conjunction with such services not to exceed 30 days per calendar year. Employees who wish to use said military leave must notify the Chairman of the Legislature or department head of their intentions.

Jury Duty:

On receipt of proof of the necessity of jury services or appearance as a witness to subpoena or other order of the court (for job-related actions only), employees covered by this policy shall be granted leave of absence with pay with no charge against leave time.

The employee is to submit to the Chairman of the Legislature or department head the proof of the necessity of jury service or subpoena, or court order in each event. No employee shall be entitled to any additional compensation from the courts for said appearances.

Compensation received by the employee, except mileage fees, will be paid by employee to the County of Oswego.

Leave of Absence:

A leave of absence without pay of any duration, but not to exceed one year, may be granted an employee covered by this policy, provided there is sufficient medical justification stipulated by written documentation of a physician, or sufficient personal reasons acceptable to the Chairman of the Legislature, or department head.

When a leave of absence is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County's policy and procedures on the FMLA.

Leave Requirements

During a leave without pay, all benefits provided an employee shall be suspended, unless the employee assumes all costs. No longevity credit shall be earned during the leave period. No annual or sick leave credits shall be earned.

During a qualifying Family/Medical Leave, the employee will continue to receive benefits as defined in the County's policy on the Family and Medical Leave Act (FMLA).

During any leave of absence without pay, credits and benefits do not accrue.

Before a leave without pay for medical reasons will be granted, all accrued sick leave must be exhausted. No leave without pay will be considered for reasons other than medical before accrued annual leave has been exhausted.

Not less than 30 days prior to the expiration of an employee's leave, the employee shall be required to submit written notification to the Chairman of the Legislature or department head, of his/her intention to return to work.

Upon the expiration of a leave without pay, the employee shall be reinstated to the position that he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned. No leave shall be authorized which may exceed the remaining period of a term appointment.

Return from Leave

For any leave of 60 days or greater, not less than 30 days prior to the expiration of an employee's leave, the employee shall be required to inform the department head in writing of his/her intention to return to work. Failure to provide written notification of intentions as required shall be considered a voluntary quit.

Leave Rights

During a leave without pay, all benefits provided an employee shall be discontinued unless the employee assumes all costs. No longevity or seniority rights shall be earned during the leave period. No sick or annual leave credits shall be earned.

Upon the expiration of a leave without pay, the employee shall be reinstated to the position that he/she occupied at the time the leave was granted provided the position is still active.

In the event no position is available, the employee shall be considered to be on layoff. Employee will be considered for any part-time opening for which they are qualified but no guarantee of employment is given or implied.

Sick Leave Donations:

Management employees may make and receive voluntary donations of sick and/or annual leave time to and from other employees similarly classified as a department head or managerial employee, including those employees represented by the Oswego County Professional Association (OCPA). Such donations will be voluntary, must be from current accruals and not from future earnings, are donated to the individual who has the sole discretion as to how/when they are used, and are non-refundable. A request for donations must be for a serious health condition or other qualifying family or medical condition as defined in the Family and Medical Leave Act (FMLA). Employee's current sick and annual leave accruals must be used before sick leave donations may be granted. The Director of Human Resources and department head must approve all requests for donations of sick and/or annual leave on behalf of employees.

Short-Term Disability Insurance:

The County agrees to participate in an income protection plan for injuries or illnesses that are non-work related.

Benefit level will be 26 weeks maximum, based on 60 percent of wages to a maximum of \$1,000 weekly. A seven (7) calendar-day waiting period will be required.

There will be three (3) options available regarding use of disability in conjunction with sick time. The employee will submit his/her choice of option on the Option Form in Appendix C.

With any option, sick time may be used for the seven (7) calendar-day waiting period if employee has accrued sufficient hours.

The County agrees to pay 100% of the cost with no contribution from employees.

Long-Term Disability Insurance:

The County provides a Long-Term Disability Insurance Program to all full-time management employees. The program provides for a six (6) month waiting period. Detailed specifics are given at the time of orientation. This is a County-paid benefit.

Replacement of Personal Items:

In the event an employee’s personal items, including but not limited to watches, glasses, or clothing, should be damaged or broken as a result of the employee performing his/her job, by no fault of the employee, the County agrees to reimburse such employee. Personal items involved must be necessary for proper performance of employee’s job as approved by department head or County Administrator.

Loss must be reported within two (2) working days of the incident causing damage.
Reimbursement shall be subject to the following limitations:

Item	Total per incident
Watch	\$ 75.00
Glasses	\$150.00
Miscellaneous Clothing	\$150.00

Health and Medical Insurance:

The County shall provide a health **insurance** plan covering medical and prescription drug benefits at no cost to the employees covered by this policy. The provisions of this plan shall be extended to dependents and the County will provide 85 percent of the department heads’ and managerial employees’ dependent coverage. The County may modify the plan, or carrier, provided the employees receive equivalent coverage. The County shall establish the effective date of enrollment. As established by the County, any co-pays for prescription coverage and preventive health care, and deductibles, will be paid by employees covered under the County health plan as follows.

	Retail	Mail
Generic	\$5	\$5
Preferred	\$15	\$20
Non-Preferred	\$30	\$55

Management employees must have 5 years of continuous service if they are an internal promotion, or 8 years of continuous service if they are an external hire within the management compensation plan, or 10 years of cumulative service with the County, to be eligible to retire with health benefits. Upon obtaining County retirement status, medical and prescription drug coverage will be provided subject to the following:

The County will pay the premium for the retirees’ insurance as described in 1 and 2 below:

1. Retirees not yet Medicare eligible will be offered medical and prescription drug coverage through a county sponsored plan.

--Retirees with dependents who are not yet Medicare eligible will pay 100% of the cost for dependent medical and prescription drug coverage unless offset in accordance with Sick Leave Article.

2. Retirees eligible for Medicare will receive medical and prescription drug coverage provided through a plan that is specifically designed for Medicare eligibles, conditional upon the retiree's enrollment in Medicare Parts A and B.

--Retirees with dependents who are Medicare eligible will pay 100% of the cost for dependent coverage of the medical and prescription drug premium equivalent rate in effect for Medicare eligibles unless offset in accordance with Sick Leave Article.

Nothing contained within this section is intended to conflict or be interpreted inconsistent with the insurance contracts entered into by the County.

Employee Assistance Program (EAP):

The County will provide an Employee Assistance Program (EAP) available to employees and eligible dependents, effective March 1, 2009.

Employer Paid Flexible Spending Account:

The County shall provide (through a Third-Party Administrator) reimbursement of documented health-related expenses up to a maximum of \$1,600 annually (\$500 medical FSA-eligible expenses, \$1,100 dental/vision) for department heads and for managerial personnel, including their dependents, as defined by the health insurance benefit, laws, and regulations.

Flexible Spending Account:

The County offers an Internal Revenue Service (IRS) 125 Voluntary Flexible Spending Account for employee premium contributions for individual/family health insurance, dental, and vision benefit plans.

The County also provides the IRS 125 Voluntary Flexible Spending Account to include Dependent Care Account (child and elder) expenses permitted by the IRS, up to IRS maximum, and Unreimbursed Medical Account for medical, dental, hearing, and vision co-pays and deductibles, and out-of-pocket medical costs for eligible expenses permitted by the IRS not covered by insurance plans, up to the IRS maximum.

Life Insurance:

The County shall provide department heads and managerial personnel a \$50,000 life insurance policy, at no cost to the employees. The policy shall include an accidental death and dismemberment provision, as well as a protection while disabled provision.

An employee may purchase additional coverage for his/her dependents by paying the additional premiums. The County shall also provide department heads and managerial personnel with the option of a supplemental \$50,000 life insurance policy. The entire cost of the supplemental insurance shall be paid for by the department head or managerial employee.

Upon retirement, the County shall continue the employee's life insurance coverage up to a maximum of \$50,000. The face value of the policy shall decline at ten (10) percent per year for the first five (5) years, and thereafter shall remain in effect at County expense at 50 percent of face value at the time of the employee's retirement.

Accidental death and dismemberment are discontinued upon retirement. Those employees who have the Supplemental Life Insurance at the time of retirement have the option of also carrying the supplemental amount reduced to 50 percent as of the date of retirement by paying the full premium cost.

Retirement Plan:

The County shall provide a retirement plan in accordance with provisions of Section 75-i of the New York State Retirement and Social Security Law for all eligible employees. Section 41-j shall also be provided eligible personnel. The County's liability for retirement is limited to payment of costs as billed by the State Retirement System and all applicable provisions of the State Retirement Law and regulations.

Retiree shall mean an individual who has retired from County service, and is eligible for, and receiving a New York State Employee's Retirement System Pension.

Social Security and Workers' Compensation:

The County shall provide Social Security coverage as required by law.

The County shall provide Workers' Compensation Insurance in compliance with the New York State Workers' Compensation Law.

Deferred Compensation:

The County shall provide a Deferred Compensation Plan at no cost to the County. Employees may participate in the plan by authorizing payroll deductions.

Expense Reimbursement:

Employees covered by this policy shall be entitled to reimbursement by the County of all actual and necessary travel and expenses incurred while performing official County business, according to Oswego County Operating Policies, Regulations & Procedures, PRP 2006-7, Expense Reimbursement and Travel. All claims for expense reimbursement will be supported by receipts and audited by the County.

The County shall provide mileage reimbursement at the current IRS rate.

Educational Incentive:

The County shall provide an education cost-sharing program for educational courses that are job-related. The County shall reimburse department heads and managerial employees 90 percent of tuition only, upon satisfactory completion of a course.

WAGE AND SALARY POLICY

A. Wage and Salary Philosophy:

Salaries paid for Management employees will be paid with the following philosophy:

- 1) It is the policy of Oswego County to pay salaries without regard to race, creed, color, religion, national origin, age, gender, disability or sexual orientation, and in accordance with the sound economical operations of the County.
- 2) Established ranges reflect similar jobs in the market place and are adjusted periodically based upon salary surveys and economic conditions.

- 3) Salaries are paid according to experience and qualifications. Adjustments to salaries will be based on the need to remain competitive with the market place. This may include all jobs or selected jobs, as the market dictates. Oswego County believes that any increases would depend upon the economic condition of the County.

B. Salary Administration:

The County's management salary program is based on a job evaluation plan consisting of the following:

1) Job Descriptions:

Accurate, up-to-date job descriptions are maintained for each authorized job. The description states all important aspects of the job as it is being performed, including but not limited to: job title, department, supervisory relationships, job functions, regular duties, education required, experience required, contacts involved, and decision making.

The job description, and any subsequent changes in it, shall be written by the Human Resources Department with help from the department head and with participation by the employee holding the job. Job descriptions shall be reviewed by the employee and the department head before final approval, and adoption by the Director of Human Resources. Job descriptions shall be dated and approved as indicated.

2) Evaluation of Jobs - Job Grades

The County utilizes the job description to determine the value of each job to the County and its relation to other jobs in the County. The evaluations of the job shall be completed by the Human Resources Department. Evaluations will employ a predetermined set of factors, common to all jobs. Each factor is broken down into degrees that are defined in advance and given point values. These factors, definitions and point values apply consistently to all jobs covered by the job evaluation plan. The process of evaluation consists principally of the analysis of a job description to determine what degree, if any, each factor applies to the job. The total number of points determines the "evaluation" of the job. Jobs with approximately the same evaluation are grouped together in what is known as a Job Grade. Job grades are specified ranges of evaluated points.

3) Periodic Review of Job Descriptions

It is the responsibility of the department head to ensure that all job descriptions are reviewed periodically (at least once every twelve months) and modified, as appropriate, or reaffirmed. Department heads shall review the description with the employees who hold the positions.

When the review reveals changes in job content, the department head initiates preparation of a new job description and initiates a review for possible reevaluation and change in job grade.

C. Salary Structure:

A range of salaries shall be adopted for each job grade. (See Appendix A and B)

The salary structure shall be periodically reviewed and adjusted, as needed, so that the ranges are at levels that constitute a fair rate of pay; i.e., have a reasonable general relationship to the pattern of salaries paid for similar jobs in competitive employment as shown by salary comparisons. Salary comparisons will be conducted periodically by the Human Resources Department with recommendation for adjustment as needed. Information is available through organizations of which the County is a member and will be used to verify pay in these comparable jobs.

For the purpose of establishing the new compensation schedule (Appendix B), management employees initially are placed on the schedule on the step close to their current salary.

D. Compensation Rate:

2013	0% increase
2014	0% increase
2015	0% increase
2016	Assignment to new step, (approximately 3% increase).
2017	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2018	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2019	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2020	1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation
2021	1.5% increase (one step)
2022	3% increase (two step)
2023**	6% minimum increase (newly restructured plan in accordance with the attached grade/step assignment of Appendix D)
2024	3% increase (two steps): Comprised of 1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation*
2025	3% increase (two steps): Comprised of 1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation*
2026	3% increase (two steps): Comprised of 1.5% increase (one step) in step schedule as reflected in Appendix B; and 1.5% increase (one step) in step schedule, subject to satisfactory performance evaluation*
*	If extraordinary circumstances have prevented the completion of an employee's evaluation, through no fault of their own or their supervising evaluator, the employee shall receive the full two-step increment.
**	Beginning January 1, 2023, in addition to the schedule above, employees currently covered by this plan who were in County service during the pandemic, March. 1, 2020 through September 12, 2022, shall receive a one-time Pandemic Compensation Stipend of \$1,500 for full-time employees and \$750 for part-time employees. Thereafter all employees covered by this plan shall receive a non-retro active 1.5% longevity step every four years to be paid on their anniversary date with the County.

E. Longevity Adjustment:

If an employee exceeds years of service beyond the maximum provided (Step 30) in the compensation schedule, a longevity increase of 1.5% will be given on January 1 every year, and an additional 1.5% every fourth year on their anniversary date thereby increasing hourly rate used to calculate a 70 or 80 hour, two (2) week pay. An employee on Step 29 will receive the full two-step (3%) increment on January 1, if eligible.

Increase will be calculated by dividing longevity increase by hours as projected for current year.

Department heads and managerial personnel will not receive the annual one-step increase nor the longevity adjustment unless an increase is recommended as a result of the performance evaluation.

Employees hired or promoted in the last quarter of the year (October through December) will not be eligible for the 1.5% (one step) increase in January of the following year.

F. Starting Salaries:

A new employee shall ordinarily start at the minimum of the salary range unless there is difficulty in recruiting qualified candidates at the minimum salary or it is necessary to exceed the minimum to hire an eminently qualified candidate. All salaries above the minimum must be approved by the Director of Human Resources, County Administrator, and the Finance and Personnel Legislative Committee. All department head salaries will need approval of the full Legislature.

G. Promotional Increases:

Administrative positions are critical to the efficient and effective operation of County government. It is the policy of Oswego County to seek professionals with the qualifications and experience necessary to fulfill this goal. Emphasis will be placed on recruitment of current employees who possess the qualifications, experience, and employment history necessary for the quality operation of the department.

When an employee is promoted to a higher job grade, the employee shall receive a promotional increase in the form of a percentage increase to the present salary or the minimum of the graded salary range, whichever is greater, subject to approval by the Finance and Personnel Legislative Committee. Promotional increases will depend on the qualifications of the individual accepting the new position.

H. Downgrading:

When an employee's assignment is permanently changed to a job in a lower salary grade, the salary will normally be reduced by the amount of the promotional increase for the lower grade. The supervisor to whom the employee will report may, at his/her discretion, recommend that the employee retain the previous salary, if it does not exceed the maximum of the lower grade. If the salary would exceed the maximum, the salary normally will be reduced to this maximum. NOTE: If a job is upgraded or an employee is promoted or downgraded, some related benefits may be affected based on this plan's language.

I. Informing Employees:

General information about salary policies shall be provided to employees through orientation discussions, Management Personnel Compensation Plan, memoranda, news organs, and the County's regular communication channels.

Each employee at the time of hire shall be specifically informed by the Human Resources Department and the supervisor about the job description, the salary grade, and the basis for salary progress. An employee should be notified by the supervisor, in advance, of an approved salary increase or other salary action. All employees should be made aware by their supervisor, that salary changes may be made from time to time at the discretion of the County.

J. Performance Evaluations:

The performance evaluation system provides a means for improving operations and employee performance through the development of a mutual understanding of performance objectives between the employee and supervisor. Written evaluations will be prepared to assess the employees' performance relative to their management ability, accountability, interpersonal relations, skills and achievement. Evaluations for department heads will involve the

department's legislative Committee Chair, Chair of the Legislature, and County Administrator. Other managerial performance evaluations will be the responsibility of their department head. Department heads and other managerial performance evaluations must be done at least once a year or more if requested by the legislative committee or the employee's supervisor. Department heads and managerial personnel will not advance a step in the salary grade unless an increase is recommended as a result of the performance evaluation. Annual evaluation should be completed by August 31 so that earned increased may be budgeted for the following year. Employees hired or promoted in the last five (5) months of the year will not be eligible for the performance-based movement of 1.5% (one step) in January of the following year.

K. LEGISLATIVE RESOLUTION/AUTHORIZATIONS/COURT ORDER:

#222 - December 23, 1982	#152 - November 14, 1996	#3- February 15, 2007
#198 - December 13, 1984	Court Order	# 35 - February 12, 2009
#199 - December 13, 1984	#156 - December 12, 1996	# 237 -December 10, 2015
#200 - December 13, 1984	# 83 - June 10, 1999	# 318- November 10, 2022
#201 - December 13, 1984	(County Administrator,	
#103 - July 11, 1985	Deputy County Administrator)	
# 14 - January 2, 1986	# 76 - May 11, 2000	
# 70 - May 15, 1986	#113 - July 13, 2000	
# 24 - February 12, 1987	#150 - September 14, 2000	
# 25 - February 12, 1987	#199 - December 9, 2004	
# 62 - April 14, 1988	#173 - December 15, 2005	
# 25 - February 9, 1989	#174 - December 15, 2005	
# 26 - February 9, 1989	# 98 - May 11, 2006	
# 20 - January 18, 1990	#135 - July 13, 2006	
# 30 - February 14, 1991	#164 - September 14, 2006	
# 8 - March 12, 1992	#170 - October 12, 2006	
#101 - July 15, 1993	#171 - October 12, 2006	
#140 - December 14, 1995	#172 - October 12, 2006	

APPENDIX A

DEPARTMENT HEADS AND OTHER MANAGEMENT EMPLOYEES

SALARY GRADE	POSITION	CIVIL SERVICE JURISDICTIONAL CLASSIFICATION
SG20	ADMINISTRATIVE SECRETARY (HUMAN RESOURCES) ADMINISTRATIVE SECRETARY (COUNTY ADMINISTRATION) DEPUTY ELECTION COMMISSIONER DIRECTOR OF RECORDS MANAGEMENT HUMAN RESOURCES SPECIALIST TRAINEE	COMPETITIVE COMPETITIVE UNCLASSIFIED COMPETITIVE COMPETITIVE
SG30	ADMINISTRATIVE ASSISTANT TO THE COUNTY ADMINISTRATOR COMPLIANCE PROGRAM ADMINISTRATOR DEPUTY CLERK, COUNTY LEGISLATURE DEPUTY COUNTY CLERK DEPUTY COUNTY CLERK OF OPERATIONS DEPUTY COUNTY CLERK OF MOTOR VEHICLES DEPUTY COUNTY TREASURER EMPLOYEE BENEFITS SPECIALIST HUMAN RESOURCES SPECIALIST SECRETARY TO COUNTY ATTORNEY SECRETARY TO PUBLIC DEFENDER SECRETARY TO SHERIFF SECRETARY TO THE DISTRICT ATTORNEY AND CORONER SECRETARY TO HIGHWAY SUPERINTENDENT	EXEMPT COMPETITIVE UNCLASSIFIED EXEMPT EXEMPT EXEMPT PENDING JURISDICTIONAL CLASS EXEMPT COMPETITIVE COMPETITIVE EXEMPT EXEMPT EXEMPT EXEMPT EXEMPT
SG40	AGING SERVICES ADMINISTRATOR ¹ APPLICATIONS SYSTEMS ADMINISTRATOR CLERK TO COUNTY LEGISLATURE ¹ COUNTY FIRE COORDINATOR ^{1,2} D.A. INVESTIGATOR DIRECTOR OF EMERGENCY MANAGEMENT ¹ DIRECTOR OF VETERAN SERVICES ¹ HUMAN RESOURCES ADMINISTRATOR PAYROLL ADMINISTRATOR PUBLIC DEFENDER INVESTIGATOR SECURITY SPECIALIST SENIOR HELP DESK ADMINISTRATOR SENIOR SYSTEMS ADMINISTRATOR	NON-COMPETITIVE COMPETITIVE UNCLASSIFIED COMPETITIVE EXEMPT EXEMPT NON-COMPETITIVE COMPETITIVE COMPETITIVE NON-COMPETITIVE COMPETITIVE COMPETITIVE COMPETITIVE
SG50	CORRECTIONS SUPERVISOR	COMPETITIVE

DEPUTY DIRECTOR COMMUNITY DEVELOPMENT, TOURISM & PLANNING
DIRECTOR OF YOUTH BUREAU ¹
DIRECTOR OF 911 COMMUNICATION SYSTEM ¹
DIRECTOR OF REAL PROPERTY TAX SERVICES II
LAND BANK EXECUTIVE DIRECTOR
PURCHASING DIRECTOR ¹
PATROL OFFICER - LIEUTENANT ²

PENDING JURISDICTIONAL CLASS
NON-COMPETITIVE
UNCLASSIFIED
NON-COMPETITIVE
COMPETITIVE
NON-COMPETITIVE
COMPETITIVE

SG60

ASSISTANT COUNTY ATTORNEY
ASSISTANT DISTRICT ATTORNEY
ASSISTANT PUBLIC DEFENDER
BUDGET ANALYST
BUILDINGS AND GROUNDS SUPERINTENDENT ¹
CHIEF ACCOUNTANT
CHIEF CORRECTION ADMINISTRATOR
DEPUTY HIGHWAY SUPERINTENDENT ²
DIRECTOR OF BUILDINGS AND GROUNDS
DIRECTOR OF CENTRAL SERVICES ¹
DIRECTOR OF HUMAN RESOURCES ¹
DIRECTOR OF COMMUNITY DEVELOPMENT, TOURISM & PLANNING¹
PROBATION DIRECTOR ¹
SOCIAL SERVICES ATTORNEY
UNDERSHERIFF ²

EXEMPT
EXEMPT
EXEMPT
COMPETITIVE
COMPETITIVE
COMPETITIVE
NON-COMPETITIVE
EXEMPT
COMPETITIVE
NON-COMPETITIVE
NON-COMPETITIVE
NON-COMPETITIVE
COMPETITIVE
COMPETITIVE
EXEMPT

SG70

DEPUTY COMMISSIONER OF SOCIAL SERVICES
DEPUTY DIRECTOR OF PUBLIC HEALTH
DIRECTOR OF STRATEGIC INITIATIVES
SENIOR ASSISTANT DISTRICT ATTORNEY
SENIOR ASSISTANT PUBLIC DEFENDER

NON-COMPETITIVE
COMPETITIVE
NON-COMPETITIVE
EXEMPT
EXEMPT

SG80

COMMISSIONER OF SOCIAL SERVICES ¹
DIRECTOR OF PUBLIC HEALTH ¹
DIRECTOR OF SOLID WASTE PROGRAMS ^{1,2}
FIRST ASSISTANT DISTRICT ATTORNEY
FIRST ASSISTANT PUBLIC DEFENDER
HIGHWAY SUPERINTENDENT ^{1,2}

NON-COMPETITIVE
NON-COMPETITIVE
NON-COMPETITIVE
EXEMPT
EXEMPT
UNCLASSIFIED

SG90

COUNTY ADMINISTRATOR¹
COUNTY ATTORNEY ¹

UNCLASSIFIED
EXEMPT

SG100

PUBLIC DEFENDER

UNCLASSIFIED

¹ DEPARTMENT HEAD

² COUNTY VEHICLE PROVIDED

APPENDIX B

APPENDIX B

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SG 20	\$38,221	\$38,795	\$39,377	\$39,967	\$40,567	\$41,176	\$41,793	\$42,420	\$43,056	\$43,702	\$44,358	\$45,022	\$45,699	\$46,383	\$47,080
SG 30	\$46,835	\$47,538	\$48,250	\$48,974	\$49,709	\$50,455	\$51,212	\$51,979	\$52,759	\$53,551	\$54,354	\$55,169	\$55,997	\$56,837	\$57,689
SG 40	\$55,597	\$56,431	\$57,277	\$58,137	\$59,009	\$59,894	\$60,792	\$61,704	\$62,630	\$63,569	\$64,522	\$65,490	\$66,473	\$67,470	\$68,482
SG 50	\$64,281	\$65,245	\$66,224	\$67,217	\$68,225	\$69,249	\$70,288	\$71,341	\$72,412	\$73,497	\$74,601	\$75,719	\$76,855	\$78,008	\$79,178
SG 60	\$72,969	\$74,064	\$75,175	\$76,302	\$77,447	\$78,609	\$79,788	\$80,985	\$82,200	\$83,433	\$84,683	\$85,954	\$87,243	\$88,552	\$89,881
SG 70	\$83,394	\$84,645	\$85,915	\$87,204	\$88,512	\$89,839	\$91,188	\$92,555	\$93,944	\$95,352	\$96,782	\$98,234	\$99,708	\$101,204	\$102,721
SG 80	\$93,817	\$95,225	\$96,653	\$98,103	\$99,574	\$101,068	\$102,584	\$104,123	\$105,684	\$107,270	\$108,879	\$110,512	\$112,170	\$113,852	\$115,560
SG 90	\$104,241	\$105,805	\$107,392	\$109,003	\$110,639	\$112,297	\$113,982	\$115,692	\$117,427	\$119,189	\$120,977	\$122,791	\$124,633	\$126,503	\$128,400
SG 100	\$142,524	\$144,662	\$146,832	\$149,034	\$151,270	\$153,539	\$155,842	\$158,180	\$160,552	\$162,961	\$165,405	\$167,886	\$170,404	\$172,960	\$175,555
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
SG 20	\$47,786	\$48,502	\$49,230	\$49,968	\$50,718	\$51,479	\$52,251	\$53,035	\$53,830	\$54,638	\$55,457	\$56,289	\$57,134	\$57,989	\$58,854
SG 30	\$58,554	\$59,433	\$60,325	\$61,230	\$62,148	\$63,080	\$64,026	\$64,986	\$65,962	\$66,951	\$67,956	\$68,974	\$70,009	\$71,059	\$72,125
SG 40	\$69,510	\$70,551	\$71,610	\$72,684	\$73,775	\$74,882	\$76,004	\$77,145	\$78,301	\$79,476	\$80,668	\$81,879	\$83,106	\$84,353	\$85,618
SG 50	\$80,366	\$81,571	\$82,794	\$84,037	\$85,297	\$86,577	\$87,875	\$89,194	\$90,531	\$91,889	\$93,267	\$94,666	\$96,087	\$97,527	\$98,990
SG 60	\$91,229	\$92,597	\$93,986	\$95,396	\$96,827	\$98,279	\$99,753	\$101,249	\$102,768	\$104,310	\$105,875	\$107,463	\$109,075	\$110,711	\$112,372
SG 70	\$104,263	\$105,826	\$107,414	\$109,025	\$110,661	\$112,320	\$114,005	\$115,715	\$117,451	\$119,213	\$121,001	\$122,816	\$124,658	\$126,528	\$128,425
SG 80	\$117,293	\$119,053	\$120,839	\$122,652	\$124,491	\$126,358	\$128,254	\$130,178	\$132,130	\$134,112	\$136,124	\$138,166	\$140,238	\$142,342	\$144,477
SG 90	\$130,326	\$132,281	\$134,265	\$136,279	\$138,324	\$140,398	\$142,504	\$144,641	\$146,811	\$149,014	\$151,248	\$153,518	\$155,820	\$158,157	\$160,530
SG 100	\$178,188	\$180,861	\$183,574	\$186,327	\$189,122	\$191,959	\$194,839	\$197,761	\$200,728	\$203,738	\$206,795	\$209,896	\$213,045	\$216,241	\$219,484

APPENDIX C

OSWEGO COUNTY OPERATING POLICIES, REGULATIONS & PROCEDURES

SUBJECT: Code of Ethics

NUMBER: PRP 2006-6

TYPE: Legislative

EFFECTIVE: October 12, 2006

HISTORY:

This policy replaces ADMs 82-2 and 95-2, which are hereby rescinded. The policy statement was adopted by the Oswego County Board of Supervisors on June 4, 1970.

SCOPE:

All officers and employees, whether elected or appointed, paid or unpaid, and officers, members and employees of all boards, commissions or agencies of this local government.

DEFINITIONS:

POLICY:

No County officer, employee, or member of a board, commission or agency shall knowingly:

1. Engage in any business or transaction or have any financial or personal interest, direct or indirect, which is incompatible with the proper discharge of his or her duties or would tend to impair his or her independence of judgment or action in the performance of official duties or discharge of official responsibilities.
2. Engage in or accept private employment or render services for private interest when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of official duties.
3. Disclose confidential information concerning the property, government, or affairs of the governmental body by which he or she is employed without proper legal authorization, or use such information to advance the financial or other private interest of him or herself, or others.
4. Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which, to his or her knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the governmental body by which he or she is employed: provided, however, that any officer or employee who is a candidate for public office may accept campaign contributions and service in connection with any such campaign.

5. Vote, or otherwise participate in the negotiation or in the making of any contract with any business or entity in which he or she has a financial interest.
6. Use property owned by such governmental body for personal benefit, convenience, or profit except in accordance with policies promulgated by the legislature or governing body of such board, commission or agency.

REGULATIONS & PROCEDURES:

1. Disclosure

- A. Any officer or employee of a government or board, commission or agency who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of government shall disclose such private interest to the legislative body.
- B. Any member of the legislative body who has a private interest in any matter pending before the legislature shall disclose such private interest on the records of the legislature and shall disqualify himself or herself from participating in any decision or vote relating thereto.

2. Political Campaigns

It is unethical for county resources to be used to promote a political candidate or campaign issue.

- A. Campaign writing: Oswego County employees will not write, edit, or publish any materials for political, business, or personal purposes during their working hours, nor will any county owned equipment or resources be used for such purposes at any time.
- B. Photographs: All requests for photographs to be taken by county staff must meet the following criteria:
 1. Directly relate to current county government activities, the activities of a standing committee, or a duly-appointed county committee or board.
 2. All members of the committee or board must be invited to participate in the photo opportunity. The Legislator(s) from any affected district(s) will be invited to participate in the photo opportunity.
 3. No individual photographs of Legislators will be taken by county staff, except for photos taken of officers of the Legislature while performing the duties of their office.
 4. Legislators may borrow negatives of photos on file in the Public Information Office and reproduce these photos at their own expense.
- C. Brochures: Legislators may distribute County brochures at any time. However, they may not affix their name or any political affiliation to the brochure.
- D. Supply Request: The following guidelines regarding use of letterheads and stamps were established by the General Government Committee December 3, 1992.

1. Each Legislator will receive from the Chairman's Office 500 sheets of letterhead, 500 envelopes, and 200 stamps at the beginning of each term, to be used for official county business
2. If more supplies are needed, the request will be forwarded to the Strategic Planning and Government Committee for review and consideration. The use of stationery supplies for campaign purposes of any kind is prohibited.

3. Notice

The Department of Personnel shall provide a copy of this to all new county officers, employees, or members of a board, commission or agency upon their appointment.

REFERENCE:

1. Chapter 1019 of the Laws of 1970.
2. Legislative Resolution 57, June 4, 1970

ISSUED:

Philip Church
County Administrator

James Weatherup
Chairman of the Legislature

APPENDIX D

Last Name	First Name	Job Class Code Desc	Grade	Step
BRAY	JENNIFER	ADMIN SECRETARY (COUNTY ADMIM)	SG20	7
PRITCHARD	SUSAN	ADMIN SECRETARY (HUMAN RESOURCES)	SG20	19
HUTCHINSON	CRYSTAL	DEPUTY ELECTION COMMISSIONER	SG20	10
INGERSON	MARIANNE	DEPUTY ELECTION COMMISSIONER	SG20	14
		DIRECTOR OF RECORDS MANAGEMENT	SG20	10
CHEWNING-KULICK	KASEY	ADMIN ASSIST TO COUNTY ADMINISTRATOR	SG30	8
KING	JEANNE	COMPLIANCE PROG ADMINISTRATOR	SG30	10
REITZ	MATTHEW	DEPUTY CLERK, COUNTY LEGISLATURE	SG30	1
BACON	MATTHEW	DEPUTY COUNTY CLERK	SG30	25
PAROW	DIANE	DEPUTY COUNTY CLERK OF MOTOR VEHICLES	SG30	4
BELCHER	NANCY	DEPUTY COUNTY CLERK OF OPERATIONS	SG30	12
TWISS	BRIAN	DEPUTY COUNTY TREASURER	SG30	24
TURNER	MELISSA	EMPLOYEE BENEFITS SPECIALIST	SG30	12
HENDERSON	MARGARET	HUMAN RESOURCES SPECIALIST	SG30	1
SHEPARDSON	JENNIFER	SECRETARY TO COUNTY ATTORNEY	SG30	7
WETTERING	SHERYL	SECRETARY TO DA & CORONER	SG30	14
		SECRETARY TO PUBLIC DEFENDER	SG30	1
TRUDELL	KIMBERLY	SECRETARY TO SHERIFF	SG30	10
		SECRETAY TO HIGHWAY SUPT	SG30	1
SUNDAY	SARA	AGING SERVICES ADMINISTRATOR	SG40	17
BROWN	ROBERT	APPLICATIONS SYSTEM ADMINISTRATOR	SG40	24
SHERMAN-SAUNDERS	KAREN	CLERK OF LEGISLATURE	SG40	7
DELANO	JASON	DA INVESTIGATOR	SG40	10
PALMITESO	CATHLEEN	DIRECTOR OF EMERGENCY MANAGEMENT	SG40	20
BOOZER	ERIC	DIRECTOR OF VETERAN SERVICES	SG40	5
LAWS	SHANE	COUNTY FIRE COORDINATOR	SG40	6
VANELLA	JESSICA	HUMAN RESOURCES ADMINISTRATOR	SG40	6
DEVEAU	PATRICIA	PAYROLL ADMINISTRATOR	SG40	1
		PUBLIC DEFENDER INVESTIGATOR	SG40	1
HAWKS	MATTHEW	SECURITY SPECIALIST	SG40	8
KANDT	RANDY	SR HELP DESK ADMINISTRATOR	SG40	11
SHERMAN	RICHARD	SR SYSTEMS ADMINISTRATOR	SG40	27
BARTLETT	BRENT	CORRECTION SUPERVISOR	SG50	11
BERESFORD	GEOFFREY	CORRECTION SUPERVISOR	SG50	12
BREITWEG	DANIEL	DEP DIRECTOR OF COMM DEV TOURISM PLANNING	SG50	5
POOLEY	KEVIN	DIRECTOR OF 911	SG50	28
CARPENTER	HOLLY	DIRECTOR OF PURCHASING	SG50	6
METZ	COREY	DIRECTOR OF REAL PROPERTY	SG50	7
CHETNEY	BRIAN	DIRECTOR OF YOUTH BUREAU	SG50	15
PARK	KIM	LAND BANK EXECUTIVE DIRECTOR	SG50	22
PRITCHARD	TIMOTHY	PATROL LIEUTENANT	SG50	25
BAZZELL	WILLIAM	PATROL LIEUTENANT	SG50	27
WILLS	BRIAN	PATROL LIEUTENANT	SG50	29
BUCHER	ANDREW	PATROL LIEUTENANT	SG50	29
GUILE	DELBERT	ASSISTANT COUNTY ATTORNEY	SG60	17
		ASSISTANT COUNTY ATTORNEY	SG60	1
BUGAYOV	OKSANA	ASSISTANT DISTRICT ATTORNEY	SG60	5
GLEASON	MARISSA	ASSISTANT DISTRICT ATTORNEY	SG60	6
RAUB	AMANDA	ASSISTANT DISTRICT ATTORNEY	SG60	6
WENTWORTH-MULLIN	CHANTAL	ASSISTANT DISTRICT ATTORNEY	SG60	12
VENDITTE	COURTNEY	ASSISTANT DISTRICT ATTORNEY	SG60	18
TWICHELL	LAURA	ASSISTANT DISTRICT ATTORNEY	SG60	16
MANNARA	LOUIS	ASSISTANT DISTRICT ATTORNEY	SG60	22
DOYLE	JOSEPH	ASSISTANT DISTRICT ATTORNEY	SG60	22
		ASSISTANT PUBLIC DEFENDER	SG60	1
TURNER	VERONICA	BUDGET ANALYST	SG60	13
MCMILLEN	ROBIN	CHIEF ACCOUNTANT	SG60	22
BENJAMIN	MICHAEL	CHIEF CORRECTION ADMINISTRATOR	SG60	19
PRIOR	KELLY	DEPUTY HIGHWAY SUPERINTENDENT	SG60	6
DOTEN	RICHARD	DIRECTOR OF BUILDINGS & GROUNDS	SG60	19
POWLIN	GREGORY	DIRECTOR OF CENTRAL SERVICES	SG60	19
BELL	JULIE	DIRECTOR OF HUMAN RESOURCES	SG60	10
O'NEILL	ALLISON	DSS ATTORNEY	SG60	17
PERRONE	TARYN	DSS ATTORNEY	SG60	17
DINET-FIELDS	ASHLEY	DSS ATTORNEY	SG60	17
DETTOR	LOUIS	DSS ATTORNEY	SG60	17
		DSS ATTORNEY	SG60	1
HALL	DAVID	PROBATION DIRECTOR	SG60	18
TOOMEY	JOHN	UNDERSHERIFF	SG60	24
BABCOCK	MARTHA	DEPUTY COMMISSIONER SOCIAL SERVICES	SG70	15
		DEPUTY DIRECTOR OF PUBLIC HEALTH	SG70	1
TURNER	DAVID	DIRECTOR STRATEGIC INITIATIVES	SG70	27
BELL	MATTHEW	SR ASSISTANT DISTRICT ATTORNEY	SG70	19
		SR ASSISTANT PUBLIC DEFENDER	SG70	1
MOODY	MARK	1ST ASSISTANT DA	SG80	21
		1ST ASSISTANT PUBLIC DEFENDER	SG80	10
ALVORD	STACY	COMMISSIONER OF SOCIAL SERVICES	SG80	12
DUNSMOOR	VERA	DIRECTOR OF PUBLIC HEALTH	SG80	2
SCHMIDT	CARL	DIRECTOR OF SOLID WASTE PROGRAMS	SG80	6
WALKER	SHAWN	HIGHWAY SUPERINTENDENT	SG80	4
CHURCH	PHILIP	COUNTY ADMINISTRATOR	SG90	21
MITCHELL	RICHARD	COUNTY ATTORNEY	SG90	22
		PUBLIC DEFENDER	SG100	5

RESOLUTION NO. 319

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
COUNTY ATTORNEY'S OFFICE - LIABILITY & OTHER INSURANCE**

By Legislator John Martino

Upon recommendation of this body, with the approval of the Finance and Personnel Committee, 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 NOVEMBER 10, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 319 of 2022

**A159900
A1910 545600**

**(\$20,000.00)
\$20,000.00**

**COUNTY OF OSWEGO
2022 BUDGET MODIFICATION REQUEST**

(From)				To			
ACCOUNT NUMBER		ACCOUNT NUMBER		ACCOUNT NUMBER		ACCOUNT NUMBER	
ORG	OBJECT	PROJECT	ORG	OBJECT	PROJECT	DESCRIPTION	DOLLAR AMOUNT
A	159900					Unappropriated Fund Balance	(\$20,000)
			A1910	545600		Insurance Liability & Other Insurance	\$20,000.00
						(To Cover deductibles)	
TOTAL AMOUNT							\$0

COMMITTEE SIGNATURES _____ DATE _____

COUNTY TREASURER _____ DATE _____

PERSONNEL DIRECTOR _____ DATE 11/9/22

COUNTY ADMINISTRATOR _____ DATE 11/9/22

DEPARTMENT HEAD _____ DATE _____