

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
DECEMBER 15, 2022**

OSWEGO COUNTY LEGISLATURE

- 320 RESOLUTION ALLOCATING FUNDS MADE AVAILABLE TO THE COUNTY OF OSWEGO THROUGH THE AMERICAN RESCUE PLAN ACT TO CERTAIN SUB-RECIPIENTS AND BENEFICIARIES
- 321 RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NO. 6 OF 2022 ENTITLED A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT FOR FISCAL YEAR 2023
- 322 RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NO. 7 OF 2022 ENTITLED A LOCAL LAW AMENDING LOCAL LAW NO. 3 OF 2021 PROVIDING FOR THE SALARIES OF CERTAIN ELECTED COUNTY OFFICERS OF THE COUNTY OF OSWEGO
- 323 RESOLUTION FIXING TIME AND PLACE FOR THE 2022 ORGANIZATIONAL MEETING
- 324 RESOLUTION FIXING TIME AND PLACE FOR A PUBLIC HEARING RELATIVE TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM IN THE COUNTY OF OSWEGO
- 325 RESOLUTION AUTHORIZING BUDGET MODIFICATION OFFICE OF STRATEGIC INITIATIVES – AMERICAN RESCUE PLAN FUNDS
- 326 RESOLUTION AUTHORIZING THE COMMENCEMENT OF CERTAIN LITIGATION BY THE COUNTY OF OSWEGO
- 327 RESOLUTION ACCEPTING DCJS SPECIALIZED FEMALE OFFENDER PROGRAM GRANT AND AUTHORIZING THE CREATION OF A TEMPORARY PROBATION OFFICER POSITION
- 328 RESOLUTION ADOPTING AND APPROVING A DOMESTIC TERRORISM PLAN FOR OSWEGO COUNTY
- 329 RESOLUTION AUTHORIZING BUDGET MODIFICATION E911 – OVERTIME
- 330 RESOLUTION AUTHORIZING REPLACEMENT OF TWELVE MICROWAVE RADIO LINKS
- 331 RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT – RFP22-OFA-006 – NUTRITIONIST SERVICES

- 332 RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES FOR ON CALL HOLIDAY PREMIUM
- 333 RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING – PUBLIC TRANSPORTATION FUNDS
- 334 RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING – SNOWMOBILE TRAIL GRANTS
- 335 RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING – HUD INFRASTRUCTURE FUNDS
- 336 RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP22-CDPT-010 MOBILITY MANAGEMENT SERVICE
- 337 RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1222 — OSWEGO RIVER ACCESS PROJECT
- 338 RESOLUTION REGARDING AND ALTERNATE ALLOCATION OF PILOT PAYMENTS RECEIVED BY THE OSWEGO COUNTY INDUSTRIAL DEVELOPMENT AGENCY PURSUANT TO GENERAL MUNICIPAL LAW §858(15)
- 339 RESOLUTION TO ADD NEW YORK STATE HEALTHCARE WORKER BONUS FUNDS TO THE BUDGET FOR THE OSWEGO COUNTY HEALTH DEPARTMENT
- 340 RESOLUTION AUTHORIZING THE RECLASSIFICATION OF TYPIST POSITION TO SENIOR TYPIST
- 341 RESOLUTION AUTHORIZING HEALTH DEPARTMENT TO INITIATE CLOSURE PROCEDURES FOR THE PULASKI DIAGNOSTIC AND TREATMENT CENTER AND THE SURRENDER OF LICENSE
- 342 RESOLUTION REAPPOINTING MEDICAL DIRECTOR FOR THE OSWEGO COUNTY HEALTH DEPARTMENT
- 343 RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP-22-HLTH-003 – HOSPICE

- 344 RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP-22-HLTH-004 – ELECTRONIC MEDICAL RECORD
- 345 RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1122 — ERF BOILER #2 STEAM DRUM REPAIR
- 346 RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT NO. CO322 – B&G ROOF REPLACEMENT
- 347 RESOLUTION AUTHORIZING EXPENDITURE FROM CAPITAL RESERVE NO. 21 — BUILDING RENOVATIONS
- 348 RESOLUTION AUTHORIZING BUDGET MODIFICATION CENTRAL SERVICES — IT EXPENSES
- 349 RESOLUTION AUTHORIZING THE EXECUTION OF TWO EASEMENTS ON CERTAIN TERMS TO THE VILLAGE OF MEXICO
- 350 RESOLUTION REESTABLISHING PREQUALIFIED LISTS OF CERTAIN PROFESSIONAL SERVICE FIRMS
- 351 RESOLUTION AUTHORIZING BUDGET MODIFICATION DISTRICT ATTORNEY’S OFFICE – OTHER FEES AND SERVICES AND MEDICAL FEES
- 352 RESOLUTION INCREASING EXISTING APPROPRIATIONS FOR VARIOUS FUNDS IN SEVERAL OFFICES AND DEPARTMENTS
- 353 RESOLUTION ESTABLISHING THE 2022 COUNTY EQUALIZATION RATES FOR TOWNS AND CITIES WITHIN OSWEGO COUNTY
- 354 RESOLUTION AUTHORIZING THE CHAIRMAN OF THE OSWEGO COUNTY LEGISLATURE TO ENTER INTO AN AGREEMENT WITH NEW YORK STATE FOR THE 2023 STOP-DWI PROGRAM
- 355 RESOLUTION ESTABLISHING CAPITAL PROJECT No. 1422 – CAMP ZERBE ADA BATHHOUSE AND CAPITAL IMPROVEMENTS
- 356 RESOLUTION ESTABLISHING CAPITAL PROJECT No. 1322 – LEGENDS FIELD REPAIR AND UPGRADES
- 357 RESOLUTION AUTHORIZING THE REALLOCATION OF POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES
- 358 RESOLUTION ADOPTING COUNTY BUDGET FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2023

- 359 RESOLUTION APPROPRIATING FUNDS IN THE 2023 BUDGET IN
REGARD TO FULL FUNDED GRANT PROJECTS
- 360 RESOLUTION MAKING APPROPRIATION FOR THE CONDUCT OF
COUNTY GOVERNMENT FOR THE FISCAL YEAR COMMENCING
JANUARY 1, 2023
- 361 RESOLUTION AUTHORIZING CHAIRMAN AND CLERK TO HANDLE
ALL UNFINISHED BUSINESS THROUGH DECEMBER 31, 2022

RESOLUTION NO. 320

**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 E-2 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 E-2 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 DECEMBER 15, 2022:

YES: 22 NO: 2 ABSENT: 1 ABSTAIN: 0

Oswego County Legislature 2022

DATE: 12/15/2022

SUBJECT: ROLL CALL, Resolution # CC-1 / Attendance 24

MOTION BY Castiglia SECONDED BY Schadt

ORIGINAL

ORIGINAL AS AMENDED

XAMENDMENT To separate approvals for ARPA Funds
and refer to Committee

	Yes	No	Abstain	Absent	Comments
D-1 Michael Yerdon		✓			
D-2 Herbert Yerdon		✓			
D-3 Edward Gilson		✓			
D-4 David Holst		✓			
D-5 Roy Reehil		✓			
D-6 John Martino		✓			
D-7 Frank Bombardo		✓			
D-8 Paul House		✓			
D-9 James Weatherup		✓			
D-10 Mary E. Chesbro		✓			
D-11 Linda Lockwood				✓	
D-12 Richard Kline		✓			
D-13 Patrick Twiss		✓			
D-14 Stephen Walpole		✓			
D-15 Nathan Emmons		✓			
D-16 James Scanlon		✓			
D-17 Laurie Mangano		✓			
D-18 Robert Wilmott		✓			
D-19 Marie Schadt	✓				
D-20 Tim Stahl		✓			
D-21 Noelle Salmonsens		✓			
D-22 James Karasek		✓			
D-23 Michael Solowy		✓			
D-24 Marc Greco		✓			
D-25 Frank Castiglia	✓				

Total: 2 - 22 - 1



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 E-2 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: Thirteen projects suggested in this round total \$1,376,004.00.

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

Schedule E 2- Proposed Local Disbursements of ARPA Funds

<u>Project Name/Applicant</u>	<u>Project Description</u>	<u>Jurisdictional Committee</u>	<u>Request</u>	<u>Task Force Suggestion</u>	<u>Jurisdictional Committee</u>
Farnham Inc.	Applicant requested \$195,495 for a project aimed at combating opioid and alcohol addictions. Funds would be split evenly between opioids and alcohol. They would increase the number of those certified as Certified Recovery Peer Advocates, increase the number of Certified Substance Abuse Counselors, decrease the time it takes folks to receive services, decrease time it takes for folks to receive medication needed to help addiction. Suggested to Fund \$97,474 and have the legislature fund the opioid portion from that settlement.	Health	\$ 195,495	\$ 97,747	\$ 97,747
3 Sisters Gifts	The applicant has asked for \$25,000 to replenish inventory and proposes to create an organic tea bar and expand the current offerings at their business in the City of Oswego. Items that they sell are for the benefit of "mind, body and wellness". They have documented an economic hardship from COVID of \$28,000 through profit and loss statements. Committee suggests funding at \$12,500	EDP	\$ 25,000	\$ 12,500	\$ 12,500
Town of Hannibal	Hannibal has requested \$44,250 which they will match. This will create a skate park, improved playground facilities, a waterless restroom and a 9 hole disc golf course at the aging park located at 824 County Route 34. This will allow for extended outdoor play and healthy lifestyle for residents of the area.	EDP	\$ 44,250	\$ 44,250	\$ 44,250
St. Luke Residential Health Care Facility, Inc.	They are requesting \$489,684 for the replacement and upgrade of Air Ventilation systems that directly relate to the COVID 19-Pandemic. They have further broken the project into 2 categories. Priority 1 will replace air units in 80 nursing home rooms and cost \$304,368. Priority 2 would replace the HVAC for the remainder of the building via rooftop units and cost \$185,316. Committee is suggesting priority 1 for \$304,368	Health	\$ 489,684	\$ 304,368	\$ 304,368
The Young Men's Christian Association of Fulton NY, INC. AKA Fulton Family YMCA	Expansion of a program to have children ages 6 months to 5 years be cared for on site to allow families more options to return to work and more options overall for childcare. This will supplement the already existing before and after school programs. The requested amount is for \$49,264. This also includes 1 AED for the fitness center and flooring costs of \$36,214. Other costs include furnishings and materials. The YMCA has a waitlist for registration for available slots that will be created by this expansion.	Human Services	\$ 49,264	\$ 49,264	\$ 49,264
Beautifully Bold Enterprises, LLC DBA Renewed Vitality	Would like to increase services to include Red Light Therapy booths at their Fulton location which will include 4 booths, 2 of which are handicap accessible. Company has asked for \$25,000 and already has \$5000 set aside to complete the \$25,000 project. Company has submitted documentation from sites such as NIH and other medical journals about the benefits of red light therapy for COVID 19 Treatment. Company has spent already over \$37,000 of own finances to work on project. Project not completed yet still needs another \$25,000 to complete.	Health	\$ 25,000	\$ 25,000	\$ 25,000
Town of Schroepfel, Bankrupt Rd, Water District	Bankrupt Road Water District construction costs have increased dramatically from pre-covid to post-covid pricing and the town is short roughly \$1,060,000. Town has secured over \$6.2million dollars in funding thus far. This will allow clean drinking water to 270 residential and commercial properties. They have asked for help to the amount possible to help cover the remaining balance.	Infrastructure	\$ 1,060,000	\$ 250,000	\$ 250,000

Town of Schroepfel, Sewer Study	They have requested \$35,000 to conduct a feasibility study for a new sewage treatment plant in the town. They have indicated they are fast tracking this because of the new Micron plant that will be constructed nearby. Study would recommend size of plant and locations for plant.	Infrastructure	\$ 35,000	\$ 35,000	\$ 7,500
Hospitable Pineapple LLC, dba Southern Fare	Southern Fare opened at a difficult time for restaurants, many costs soared, enhancements were not able to be completed because a lack of workers, supplies, materials and delivery services. They are looking to complete cold storage upgrades, beer service upgrades, flooring upgrades, windows that open and allow for significant air flow, increased hot water tank for sanitary needs that were not available upon opening. They have asked for \$248,499 after meeting with the owner they have been able to demonstrate through increased costs and lost revenue as well as the desire to increase wages of 240,896 of which about \$15,000 is for the chef wages. He also increased wages due to staffing to retain employees a total of 10,358. Wages total is \$25,358, Construction increases & lost revenue is \$215,538.	EDP	\$ 240,896	\$ 100,000	\$ 100,000
CNY Arts Center, Inc.	Funds will be used to supplement their Downtown Revitalization project. Post-Covid material and construction costs have caused the project to increase significantly. They are seeking \$250,000 to cover the remaining costs for the DRI project that they originally received \$352,000 to start. The original cost to cover after the grant was \$88,000 but has since ballooned. Funding will allow them to begin the DRI project and complete the project allowing them to re open next summer.	EDP	\$ 250,000	\$ 250,000	\$ 250,000
Oswego Little League Inc.	Asking for \$225,000 for lighting the Lagoe Little League field. This will allow for expanded use of the facility including the potential for bigger tournaments. Quote submitted in the amount of \$224,966. The City of Oswego has allocated \$75,000 for this project. They will also be able to host tournaments at night which will enhance the facility's economic impact as well as health and wellness for the community members who use the facility.	EDP	\$ 225,000	\$ 75,000	\$ 75,000
Thank a Service Member, Inc.	They are asking for \$50,000 to help support programming for local veterans with programs such as scholarship assistance, flag ceremonies, Veterans Reintegration programs, Community engagement, and support to many local veterans oriented organizations as well.	Human Services	\$ 50,000	\$ 50,000	\$ 49,999
the Agricultural Society of Oswego County dba the Oswego County Fair	Has requested funds in the amount of \$179,550. They are hoping to upgrade electrical service, speakers and audio equipment, bathrooms, purchase 3 new sets of bleachers for the ground and stage area. We estimate based on documentation submitted they lost roughly \$110,376 in revenue during the pandemic.	EDP	\$ 179,500	\$ 110,376	\$ 110,376
TOTALS			\$ 2,869,089	\$ 1,403,505	\$ 1,376,004

RESOLUTION NO. 321

**A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW No. 6 OF 2022
ENTITLED A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT FOR FISCAL
YEAR 2023**

By David Holst:

WHEREAS, a public hearing was held on December 15th, 2022 and all interested parties having had an opportunity to be heard,

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

RESOLVED, that Local Law Number 6 of the year 2022 entitled A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT FOR FISCAL YEAR 2023 be and is hereby adopted and enacted in its entirety; and, it is further

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

FAILED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 2 NO: 22 ABSENT: 1 ABSTAIN: 0

**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. 322

**A RESOLUTION ADOPTING 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**

By Legislator David Holst:

WHEREAS, a public hearing was held on December 15th, 2022 and all interested parties having had an opportunity to be heard,

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

RESOLVED, that Local Law Number 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 be and is hereby adopted and enacted in its entirety; and, it is further

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

ADOPTED BY ROLL CALL VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Oswego County Legislature 2022

DATE: 12/15/2022

SUBJECT: ROLL CALL, Resolution # GC-3 / Attendance 24

MOTION BY Castiglia SECONDED BY Schadt

ORIGINAL

ORIGINAL AS AMENDED

AMENDMENT To put proposed raises on a referendum
to be voted on at the next election

		Yes	No	Abstain	Absent	Comments
D-1	Michael Yerdon	—	✓	—	—	
D-2	Herbert Yerdon	—	✓	—	—	
D-3	Edward Gilson	—	✓	—	—	
D-4	David Holst	—	✓	—	—	
D-5	Roy Reehil	—	✓	—	—	
D-6	John Martino	—	✓	—	—	
D-7	Frank Bombardo	—	✓	—	—	
D-8	Paul House	—	✓	—	—	
D-9	James Weatherup	—	✓	—	—	
D-10	Mary E. Chesbro	—	✓	—	—	
D-11	Linda Lockwood	—	—	—	✓	
D-12	Richard Kline	—	✓	—	—	
D-13	Patrick Twiss	—	✓	—	—	
D-14	Stephen Walpole	—	✓	—	—	
D-15	Nathan Emmons	—	✓	—	—	
D-16	James Scanlon	—	✓	—	—	
D-17	Laurie Mangano	—	✓	—	—	
D-18	Robert Wilmott	—	✓	—	—	
D-19	Marie Schadt	✓	—	—	—	
D-20	Tim Stahl	—	✓	—	—	
D-21	Noelle Salmonsen	—	✓	—	—	
D-22	James Karasek	—	✓	—	—	
D-23	Michael Solowy	—	✓	—	—	
D-24	Marc Greco	—	✓	—	—	
D-25	Frank Castiglia	✓	—	—	—	

Total:

2-22-1

**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 strikethrough 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.

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. 323

**RESOLUTION FIXING THE TIME AND PLACE FOR THE 2023
ORGANIZATIONAL MEETING**

By Legislator David Holst:

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

RESOLVED that the Oswego County Legislature shall organize the body and select a Chairman on Thursday, January 5, 2023 at 2:00 p.m. at the Chambers of the Oswego County Legislature in the County Office Building, 46 East Bridge Street, Oswego, New York 13126.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 22 NO: 2 ABSENT: 1 ABSTAIN: 0

RESOLUTION NO. 324

**A RESOLUTION FIXING TIME AND PLACE FOR A PUBLIC HEARING
RELATIVE TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM IN
THE COUNTY OF OSWEGO**

By Legislator David Holst:

UPON the recommendation of the Government, Courts and Consumer Affairs 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. 1 of 2023 entitled A LOCAL LAW ESTABLISHING A SUSTAINABLE ENERGY LOAN PROGRAM IN THE COUNTY OF OSWEGO on the 9th day of February 2023 at 2:00 o'clock in the afternoon of said day at the Oswego County Legislative Chambers, Legislative 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 DECEMBER 15, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

LOCAL LAW NO. 1 - 2023

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

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

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

ARTICLE I

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

- A. It is the policy of both the Municipality and the State of New York (the "State") to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The Municipality finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, "EIC"), a local development corporation, acting on behalf of the Municipality pursuant to the municipal agreement (the "Municipal Agreement") to be entered into between the Municipality and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the "Enabling Act").
- B. The Municipality is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.
- C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the "Energize NY Open C-PACE Local Law".

§2. Definitions

- A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.
- B. For purposes of this local law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State – the State of New York.

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

- A. An Energize NY Open C-PACE Financing Program is hereby established by the Municipality, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the Municipality, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the “Benefit Assessment Lien”) on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality.
- B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§4. Procedures for eligibility

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

- B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the Municipality, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and §5 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC, acting on behalf of the Municipality, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with § 6 of this local law.

§5. Application criteria

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

- A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;
- B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;
- C. Sufficient funds are available from Financing Parties to provide financing to the property owner;
- D. The property owner is current in payments on any existing mortgage on the Qualified Property;
- E. The property owner is current in payments on any real property taxes on the Qualified Property; and
- F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the Municipality, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§6. Energize NY Finance Agreement

- A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the Municipality, shall be a third-party beneficiary (the "Finance Agreement"). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property").
- B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this local law have been met.

- C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.
- D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§7. Terms and conditions of repayment

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

- A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the Municipality. The special benefit assessment shall constitute a "charge" within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the Municipality, and shall be paid to the Financing Party as provided in the Finance Agreement.
- B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the Municipality.
- C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the Municipality, as provided in the Finance Agreement.

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

- A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the Municipality. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the Municipality, in the land records for properties in the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the Municipality.
- B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the "Annual Installment Amount"). The Annual Installment Amount shall be levied by EIC, on behalf of the Municipality, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. Payment to the Financing Party shall be considered payment

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

- C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the Municipality, EIC, or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
- D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the Municipality, or the Financing Party, as may be provided in the Finance Agreement.
- E. EIC shall act as the Municipality's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.
- F. EIC, on behalf of the Municipality, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the Municipality would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§9. Verification and report

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

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

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

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

RESOLUTION NO. 325

**RESOLUTION AUTHORIZING BUDGET MODIFICATION OFFICE OF
STRATEGIC INITIATIVES – AMERICAN RESCUE PLAN FUNDS**

By Legislator Holst:

WHEREAS, The County has been awarded funds through the American Rescue Plan Act, and

WHEREAS, a process has been developed by this body for the distribution of those funds that is consistent with the intent of the federal law and the associated rules and regulations established by the US Treasury, and

WHEREAS, the funds proposed for transfer will only be used to support projects that have been fully vetted through this process and authorized by this body, then therefore be it and it is hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary for this transaction, and be it also

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

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

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 1 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 325 of 2022

A1011 440890 ARPA

(\$3,000,000.00)

A1011 543800 ARPA

\$3,000,000.00



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: Budget modification.

PURPOSE: Transfer funds from ARPA holding account to a budget expenditure account to allow for authorized disbursements.

SUMMARY: Previous Resolutions and the one scheduled to be adopted on 12/15/2022 will result in 44 projects being funded that total just under \$6 million. Should these all move successfully through the contractual process we will need additional funds to be moved from the ARPA holding account to the expenditure line under the Office of Strategic Initiatives. Given that these have been (or will be) approved in 2022, they will become "accounts payable" as we move into 2023 so we should have enough available in this line to cover the expenditures authorized by the Legislature. This action transfers funds to an expense line to facilitate those disbursements.

FISCAL IMPACT: Transfer requested is \$3,000,000.

RECOMMENDED ACTION: Finance & Personnel and eventually the Committee on Government, Courts & Consumer Affairs recommend this action to the Legislature at the December 15th meeting.

COUNTY OF OSWEGO

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A1011	440890	ARPA				Transfer funds to department budget for authorized projects	-3,000,000.00
			A1011	543800	ARPA		3,000,000.00

COMMITTEE SIGNATURES _____ DATE _____

DATE _____

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 326

**RESOLUTION AUTHORIZING THE COMMENCEMENT OF CERTAIN
LITIGATION BY THE COUNTY OF OSWEGO**

By Legislator Holst:

WHEREAS, the county, from time to time, must commence litigation to recover county funds or to correct administrative errors; and

WHEREAS, not every circumstance is contemplated by state or county local law; and

WHEREAS, a resolution authorizing same is both necessary and desirable,
NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee, it is hereby

RESOLVED that the County Attorney's Office be and is hereby authorized to bring the following litigation:

Oswego County Self Insurance Plan - Workers' Compensation Overpayment Recovery (against any claimant);

Oswego County Health Insurance Plan - Recovery of outstanding medical or prescription charges due to separation from county plan (any participant or dependent);

General Municipal Law 207-c - Against Travis Thompson - to recover on behalf of the county medical and indemnity charges not otherwise covered by court-ordered restitution concerning an assault by Thompson upon a deputy sheriff.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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

RESOLUTION NO. 327

**RESOLUTION ACCEPTING DCJS SPECIALIZED FEMALE OFFENDER
PROGRAM GRANT AND AUTHORIZING THE CREATION OF A TEMPORARY
PROBATION OFFICER POSITION**

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 hereby is, authorized to increase the accounts as shown on the attached 2023 budget amendment request; and be it further

RESOLVED, that the County Human Resources Department be, and hereby is, authorized to create a temporary Probation Officer position starting January 1, 2023; 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 DECEMBER 15, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 327 of 2022

A3140 511000	\$49,031.00
A3140 514300 SFOP	\$5,876.00
A3140 590308	\$4,200.00
A3140 526000	\$6,250.00
A3410 544500	\$5,000.00
A3140 545500	\$2,057.00
A3140 433100 SFOP	(95,000.00)

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

TO: Members of Public Safety Committee & Oswego County Legislature

FROM: David L. Hall
Probation Director

DATE: November 15, 2022

SUBJECT: 2023 Budget Amendment

The probation department was recently awarded a grant by the NYS Division of Criminal Justice Services to operate a specialized female offender program. This program will allow a probation officer to have a reduced caseload of female probationers in order to provide more intense supervision and services. Addressing specific needs of high-risk female offenders will improve their circumstances and help reduce recidivism.

The grant is expenditure-based with a maximum award of \$95,000. This amount includes salary and fringe to add a probation officer position, as well as all costs associated with hiring a new officer (training, equipment, etc.). Although the term of the grant is 1/1/23-12/31/23, it is renewable for up to four additional years.

Because notification of the grant was not received before the department's 2023 budget was approved by committees, it is being requested that the 2023 budget be amended as per the attached Budget Modification Request. The surplus shown in the Budget Modification Request will be allocated to the Human Resources Department to cover the benefits for the added probation officer position.

Thank you.

11/18/2022

~~COMMITTEE SIGNATURES~~ DATE

DATE _____

DATE _____

DATE _____

11/15/2022

DATE _____

RESOLUTION NO. 328

**RESOLUTION ADOPTING AND APPROVING A DOMESTIC TERRORISM
PLAN FOR OSWEGO COUNTY**

By Legislator Marc Greco:

WHEREAS, the Chairman of the Legislature has, heretofore, formed a committee to develop a Domestic Terrorism Plan for the County of Oswego as required by Executive Order #18 of 2022; and

WHEREAS, Emergency Order #18 directs actions required pursuant to addressing Terrorism issues both foreign and domestic affecting New York State.

WHEREAS, per the Emergency Order #18 specific actions to be taken local and higher are delineated by named organizations; and

WHEREAS, the committee of stakeholders comprised of membership and leadership of the Sheriff's Office; members of the community; representatives from the school district; local elected officials; the office of the District Attorney; County Attorney's Office and local elected officials have met; and

WHEREAS, the committee has developed a plan, attached hereto, to improve such deployments, strategies, policies, procedures, and practices; and

WHEREAS, a public hearing was held on March 23, 2021 regarding the draft Police Reform Plan and the comments from the hearing, and those submitted in advance of same, have been carefully considered by this body; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Domestic Terrorism Plan by and for the County of Oswego and the Oswego County Sheriff's Office be and is hereby adopted and approved; and, it is further

RESOLVED, that if any clause, sentence, paragraph, section, subdivision, or other part of the adopted Domestic Terrorism Plan as written or in its application, shall be inconsistent with any federal or state statute, law, regulation or rule then the federal or state statute, law, regulation, or rule shall prevail. If any clause, sentence, paragraph, section, subdivision, or other part of this Domestic Terrorism Plan or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional,

such order, judgment or legislation shall not affect, impair, or invalidate the remainder of the Domestic Terrorism Plan which shall remain in full force and effect except as limited such order or judgment; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that copy of the Domestic Terrorism Plan be sent to the New York State Division of Homeland Security as required in Executive Order #18.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Oswego County Domestic Terrorism Plan Report

To: Chairman Oswego County Legislature
From: Oswego County Community Safety Initiative Committee
Subject: EO-18 Preventing and Responding to Domestic Terrorism

References:

- 1) New York State Executive Order No. 18 (2022)
- 2) New York State Homeland Security and Emergency Service Domestic Terrorism Prevention Plan Guide.
- 3) New York State Homeland Security and Emergency Service Threat Assessment and Management (TAM) Team Primer

Attachments:

- 1) Oswego County Terrorism Plan
- 2) Training Course Matrix

Executive Summary:

This report is produced as a result of Executive Order 18 of 2022, Preventing and Responding to Domestic Terrorism. The Executive Order, in addition to directing state agencies to perform specific tasks, also directed two specific tasks for each NYS County to accomplish:

- 1) A review of existing status of domestic terrorism response
- 2) Develop a specific Terrorism plan

Under the Leadership of the Oswego County Sheriff's Department as the designated lead agency by the County Legislature Chairman, and in collaboration with government and non-government agencies a review of existing policies, plans, and procedures pertinent to Terrorism has been conducted to produce a comprehensive Terrorism Plan.

The review of status has indicated that Oswego County is reasonably well positioned to respond to terrorist activities during or after an incident. Opportunities exist for improvement in prevention of potential incidents.

Oswego County established a Community Safety Initiative Committee (CSI) in April 2018 in order to better serve the public in matters regarding broad public safety issues and concerns. The CSI has had significant success in establishing a School Resource Officer (SRO) program throughout Oswego County's schools and is active in addressing additional potential community safety issues.

The CSI has been used to help in developing the Terrorism plan. The membership of the CSI practically mirrors the EO-18 recommended membership for a Threat Assessment Management Team (TAM). It is the goal of the plan to add members to the existing CSI to align it with the NYS recommendation for a TAM. The CSI Executive Committee will determine the TAM composition on an on-call basis as necessary.

It is recognized that the Terrorism plan must include a significant effort and direction to address mental health issues. Mental health issues are identified as a significant contributor to violent behaviors. It is recognized that government agencies must respond to a variety of dynamic scenarios and not every answer to the appearance of potential threats is a law enforcement response but rather may be a

collaborative response including mental health professionals and services. The Department of Social Services, Division of Mental Hygiene will play a key role in preventative strategies. It is further recognized that community safety is a collaborative effort between government and non-government agencies.

The Oswego County Terrorism plan consists primarily of three areas of focused effort:

- 1) Awareness Campaign
- 2) Training
- 3) Coordination

These three areas of focus are broken down in the plan to delineate both general and specific actions required by County employee's and recommended for non-government entities. Recognizing that the public, in general, is the greatest resource for providing information on potential terrorist activities, the awareness campaign provides a manner for reporting potential suspicious activity. The potential for terrorism is always present, so identifying precursors and contributing factors can aide in prevention. To that end specific training recognizing factors is available from a variety of sources. A list of training requirements and recommendations is delineated in the plan. Finally, coordination of efforts will produce the best results and the creation and implementation of the CSI/TAM is a focus of effort. Finally, the broad scope and nature of responding to Terrorism, before, during and after an incident, requires significant coordination and administrative resources. These concerns are addressed in the coordination portion of the plan.

During the development of the plan, the State issued a grant application opportunity with a deadline of September 16, 2022. An effort was made to produce a draft plan for submission in accordance with guidance and was submitted along with all necessary information and data by the deadline. The grant funding amounts to \$172,413 and will be used to fund initial plan activities. All grant monies are to be expended by August 31, 2024.

The final plan is required to be completed and submitted to the NYS Division of Homeland Security and Emergency Services by December 31, 2022. Implementation of all actions called out in the plan will be as designated in the plan. The plan will be in continuous use and subject to update and modification as necessary to comply with the dynamics of legal and practical implications.

Conclusion:

The state of preparedness to counter the threat of Terrorism in Oswego County is a dynamic process and is continually evolving. Recognizing that in striving for excellence, a program of self-awareness and conscientious self-improvement will be put in place. The Terrorism plan has been developed to do just that, its implementation and diligent execution will be performed as necessary to ensure that the continued highest quality safety care is provided to the citizens of Oswego County. It is recommended that the Terrorism Plan, as put forth, is accepted and forwarded to the NYS Division of Homeland Security and Emergency Services.

Signature:

Marc Greco, Chairman of the Oswego County Safety Initiative Committee

Cc: Sheriff
County Administrator
Clerk of the Legislature
File

EO-18 (2022) Oswego County Terrorism Plan 2022

Initial Summary: Per Executive Order 18 (2022) Preventing and Responding to Domestic Terrorism, each NYS county is tasked with developing a Domestic Terrorism Plan. The overall actions, assignments, implementation, and oversight of the county Terrorism plan are the responsibility of the Legislature. The Oswego County Sheriff's Office (OCSO) has been designated as the lead agency to manage the Oswego County Terrorism plan by the Chair of the Oswego County Legislature. Primary actions of OCSO are to develop and then coordinate a multi-disciplinary Threat Assessment and Management (TAM) team, create this plan, and develop communications and training initiatives to effectuate this plan. This plan has been developed by members of OCSO, the chair of the County's Public Safety committee and the Community Safety Initiative Committee (CSI).

The Oswego County Plan consists primarily of three areas of focused effort, 1) Awareness Campaign, 2) Training and 3) Coordination.

The awareness campaign will be composed of efforts to make members of the community at large, government employees, and volunteers, and school officials aware of the threats to public safety from potential and actual domestic terrorism. The awareness campaign will consist of integrated media platforms to engage the public in a broad manner using traditional methods such as print and billboards as well as technological methods such as social media content from both official government platforms and commercial platforms.

The training effort will consist of a combination of mandatory sessions for all County employees and offered training for municipalities and civilians. Mandatory training for County employees will be performed in general and assigned specifically to designated employees and groups depending on their roles in government. Training will include response training for scenarios such as active shooters and identifying potential aberrant behaviors and precursors.

Finally, coordination will be performed primarily by the CSI/TAM Team. A Threat Assessment and Management (TAM) Team will be developed under the direction of the CSI using the TAM Team guidelines that are provided by the State which will be tailored to Oswego County's needs and resources.

During all aspects of our program to address domestic terrorism in Oswego County, diversity, equity, and inclusion (DEI) will be taken into account. Individuals and groups potentially identified as dangerous or potentially violent will be treated according to established legal procedures both Federal and State. Policies developed and employed will not discriminate on the basis of race, religion, gender, political affiliation or national origin in determining courses of action to prevent or otherwise address terrorism. The primary consideration in the development of all plans policies and efforts will be public safety.

Additional information about this Plan considered and incorporated the following items directly from the Domestic Terrorism Prevention Plan Guidance from the Office of Counter Terrorism (OCT):

1. Per EO-18 a review of existing Terrorism planning and threats was performed. The review did not reveal any particular threat category to be dominant. No incidences of domestic or foreign terrorism are known to have been planned or occurred. In line with much of the USA, racially or ethnically motivated violent extremists (REMVEs) must be considered as a potential threat and will continue to be monitored and reviewed. Locations within Oswego County that appear to be potential targets of violent acts are large workplaces (Novelis, SUNY Oswego, Oswego Hospital, Constellation, etc.), large events where many people gather (Harborfest, Oswego Speedway races, various City of Oswego, City of Fulton, and towns and villages community events). These events are typically patrolled by various law enforcement agencies, while these larger employers may have their own private security. People at these locations and gatherings can report suspicious behavior to law enforcement patrolling the events and areas or use the TIP411 crime tip hotline.
2. Upon review of intelligence and information sharing networks, it has been ascertained that the CSI/TAM team is a clearinghouse for County stakeholders to share information. The Sheriff's Office and City Police agencies regularly meet to share and disseminate information and participate in the New York State Intelligence Center (NYSIC) and Central New York Crime Analysis Center (CNYCAC) and the Regional Law Enforcement Agency Group (LEA) meet regularly to share information and discuss risks and threats to safety. Additionally, the CSI is in place to broaden the scope of information sharing among other networks and non-law enforcement agencies such as Office of Mental Health, school districts and health providers. Gaps in this network include depletion of emergency vehicles and staff in the event of a mass casualty event. Strategies to address those gaps are inter-agency cooperation and communication and additional training.
3. By examining public outreach and education efforts, we have found that educating the public is the best way to predict and be aware of potential future violence. One area where our plan will protect against potential domestic violence is by utilizing the TIP411 hotline and spread awareness of this program to schools, parents, and students. The plan will continue to promote "See Something, Say Something" and TIP411 campaigns through billboard, print and social media programs.
4. A TAM Team will be developed and employed utilizing the Threat Assessment & Management (TAM) Team Primer. Members of the TAM Team will be drawn from the CSI and bring in additional individuals on an on-call basis as determined necessary.
5. Threat Reporting Process: Per actions taken during the awareness campaign the 411 and 1-866-SAFE-NYS (1-866-723-3697) tip hot line will be implemented to allow for a standard reporting process. The process will also include School Threat Assessment Report (STAR) and other data from school.
6. Threat Management Process: Once a credible threat is identified or otherwise becomes known the CSI/TAM Team will be utilized to make action

determinations. It is known that mental health is a correlating factor in many cases of violent acts. The CSI/TAM Team have integrated the OMH and service providers into the response planning by making members part of the CSI/TAM Team.

7. Training: Training has traditionally focused primarily on incident response. Incident response will remain a priority, but prevention training will also be incorporated into required training for specific agencies and individuals.
8. Target hardening and security measures; The CSI currently handles facility issues and recommendations and will continue to do so. Lessons learned from case studies and information sharing are incorporated as funding allows. Most recently, the OCSO has added building security/staffing at the Legislative Office Building, Department of Social Services (DSS) and the County Health Department.
9. Active Shooter Plans: Active shooter plans are formalized and in place and scenarios are trained on and drills and exercises performed with inter agency participation.
10. Oswego County Sheriff's Office are currently working with all school districts in the County, with one exception (Mexico Academy & Central Schools). In this capacity, OCSO has placed at least one School Resource Officer (SRO) with each district. The SROs are certified police/peace officers who are deputized members of the OCSO; they are trained and experienced in performing the Student Threat Assessment Reporting (STAR).
11. The current grant that is being used to help mitigate terrorism risk and threat are the StoneGarden Grant.

Awareness Campaign:

The awareness campaign is the first leg in our 3-prong effort to address terrorism. Making our entire community aware of threats and potential threats that exist from all forms of terrorism will aid in prevention of violent acts and help to mitigate any acts should they occur. Public engagement will be encouraged but cannot be compelled. The awareness campaign will consist of a number of individual but coordinated efforts to educate two target populations i.e. public employees and civilian populations. The public employees fall into two broad categories: County employees and all other municipal employees not in the County structure. The civilian population falls into several categories such students, small business owners, labor and civic organizations.

During the awareness campaign, public employees may be required to participate in programs designed to disseminate information while civilian populations will be provided opportunities in which to participate.

The County website at www.oswegocounty.com will be used to spotlight web links to informational and reporting platforms. The County will align with the existing New York State Terrorism Tips line among other informational programs. The County homepage will display the 1-866-SAFE-NYS (1-866-723-3697) tip hot-line along with a brief explanation. Additionally, the New York State Division of Homeland Security and Emergency Services (DHSES) terrorism information will be added to the County website to include such information as the Eight Signs of Terrorism. Note: This information will be expanded on in the Training section. The existing 411 crime tip

hot-line will continue to be used and will be displayed on the County homepage. Hard copies of DHSES reporting aids will be made available in County facilities that regularly support civilian traffic such as the County Clerk's office, DMV locations, DSS and other high traffic lobbies and will be provided upon request to agencies for further dissemination. These aids will consist of brochures and fliers provided by DHSES such as but not limited to "Guide for Suspicious activity", "1-866-SAFE-NYS" and "Eight Signs of Terrorism" palm cards and the "Be Observant" reporting flyer.

The awareness campaign shall include increasing visibility of Mental Health resources. A primary source of information will be the CDC web site at: <https://vetoviolence.cdc.gov>. Links to County Office of Mental Health (OMH) resources and State and Federal resources will be added to the Oswego County website home page.

While the use of electronic technology such as social media and official websites has become prevalent, traditional methods will also be used to make reporting information available to the public at large. The use of newspaper, magazine and other periodicals along with billboard advertising will be used as well. Civic groups and organizations such as scouts, churches and civic/fraternal societies will be given opportunities to distribute information relevant to violence and crime prevention.

All of the above resource information will be handled by the CSI/TAM Team and will be made available for dissemination to non-County government agencies and civilian agencies as well. An emphasis will be placed on providing contact information and material to all local schools. Initial contact with schools will be made utilizing the TAM Team. *Note: the composition of the TAM Team will be discussed in the coordination section.*

All activities of the awareness campaign will be ongoing and subject to continuous update as necessary with annual review and report of activities to be performed by the TAM Team and presented to the County Legislature for review and approval.

Training & Exercises:

Initial training and continuing training are hall marks of a robust organization that deal with all aspects of public safety. The Oswego County Sheriff's Office (OCSO) is a NYS Training accredited agency. As such, the OCSO conducts initial training of local law enforcement officers and periodic training to meet all state requirements. The Oswego County Emergency Management Office (EMO) and the Oswego County Fire Coordinator office also conduct training for members of their organizations while cooperating with outside organizations to ensure preparation for a variety of emergency scenarios.

Active shooter training is performed by the OCSO. The OCSO acts as the County's lead agency in coordinating and conducting active shooter training that includes EMO, paid and volunteer fire fighters, NYS police, local law enforcement, medical first responders and School Resource Officers (SRO). The OCSO oversees the School Resource Officer program in 7 school districts. The SRO's are deputized officers of the OCSO. Active shooter training will continue to be performed by the OCSO in cooperation with outside agencies.

Terrorism and targeted violence have characteristics unique to their specific criminal activity. Special studies of individuals and groups involved in terrorist activities have been conducted by multiple agencies and entities at state and federal

Oswego County Terrorism Plan 2022

levels as well as academic institutions and other non-government organizations (NGO's). Behavioral patterns have emerged and been identified in persons participating in terrorist activities. Training will be conducted for specific individuals and groups to include awareness and familiarity with the following areas: Domestic Terrorism; Recognizing and Identifying Domestic and Homegrown Violent Extremism; Indicators of Terrorism; Eight Signs of Terrorism; Guide for Reporting Suspicious activity; and Veto Violence (CDC).

Training will be made available to civilian entities and encouraged to participate. The training for designated county employees will consist of a minimum awareness and familiarity with the following modules:

- NYS DHSES material training/ classes
 - AWR-409 Recognizing and Identifying Domestic and Homegrown Violent Extremism
 - Note: this training is an 8-hour instructor led course available from other sources as well as DHSES)
- Principles of Prevention (WB 4137)
 - This is an online course designed and provided by CDC Veto Violence program
- Making Prevention a Reality
 - This is a U.S. DOJ document from the Behavioral Analysis Unit- National center for the Analysis of Violent Crime. This is not a class but instead a require reading publication

Additional training may be selected and offered by outside entities. These training sessions may include:

- Threat Assessment and Case Management training session
- Emergency Management Triage training session
- HIPAA and FERPA Exemption training session
- TAM Team Awareness presentations to our community

All training will be conducted with the goal of increasing the ability of county agencies and adjacent agencies and entities to effectively respond to and potentially prevent terrorism and targeted violence. All training efforts will be included in an annual report compiled by the CSI/TAM Team and presented to the County Legislature.

The OSCO and the CSI/ TAM Team, in collaboration with the Office of Emergency Management, will also prepare and execute active shooter/terrorism event exercises to better prepare law enforcement, EMS, Fire, E-911, Health Department, and other stakeholders for potential and probable emergency events related to domestic terrorism scenarios.

Organization & Coordination:

The overall actions, assignments, implementation, and oversight of the county Terrorism plan are the responsibility of the Legislature. Oswego County Sheriff's Office is the designated lead agency for the Oswego County Terrorism plan.

Oswego County Terrorism Plan 2022

In order to effectively administer and implement the Terrorism plan the existing Community Safety Initiative Committee (CSI) will be utilized. The CSI was established in April of 2018 and meets routinely and has been effective in proactively addressing local safety issues. The CSI has been utilized to create the Terrorism plan. The CSI Executive committee will constitute and convene a Threat Assessment and Management team (TAM) Team on call. The TAM Team will be modeled based on recommendations provided by the NYS DHSES Office of Counter Terrorism. The recommendations are contained in the TAM Team Primer from the Office of Counter Terrorism (OCT). The TAM Team will consist of stakeholders identified, assigned and approved by the Legislature. The members of the TAM Team will be individuals already holding positions of authority in government or adjacent agencies or performing jobs or services related to the effort to fight terrorism and otherwise provide for increased public safety.

The duties and responsibilities of the CSI/TAM Team will be both administrative and operational in nature. Members will be required to initially attend or perform training to become aware and educated in areas such as behavioral patterns, scope of activities, and resources. All actions and efforts performed according to the County Terrorism plan are within the purview of the CSI/TAM Team. Currently the CSI consists of members with a broad range of background and expertise including representatives of the OCSO, EMO, School Superintendents, DA's office, OMH, County Attorney, NYSP. The CSI/ TAM Team will draw on these members as necessary. The TAM Team will be chaired by a designated legislator. At a minimum a representative of the OCSO, EMO, school superintendents, DA's office, OMH, County Attorney, NYS Police will be included. Additional members should be considered and invited as deemed appropriate by the core stakeholders. The individuals on the TAM Team may be specifically named or named by position.

Responsibilities of the CSI/TAM Team will include but not be limited to the following:

- Identifying training necessities and opportunities.
- Identifying required participants for training
- Ensure records are maintained
- Provide liaison with outside agencies such as DHSES, FBI, NYSP, CNY Crime Analysis Center (CAC) and civic groups etc.
- Prepare and present an annual report to the Legislature of all activities

Conclusion:

Oswego County's plan will require a significant planning and implementation process. Over the next 2 years, the plan will minimally consist of the following:

- Developing the inclusive strategy for the Domestic Terrorism Prevention Plan and arrange approval from County leadership.
- Organize, recruit, and orient Oswego County TAM Team Members (including managing contact list and distribution, coordinate meetings, invitations/attendance).
- Training of TAM Team members and appropriate personnel.
- Update and create content for social media and Oswego County website.
- Work with law enforcement and emergency management personnel to develop and share emergency protocols.

Oswego County Terrorism Plan 2022

- Develop and organize training sessions for appropriate personnel
- Develop plans for sharing vital information with TAM Team through meetings and other communication.
- Create case assessment and threat management strategies.
- Create opportunities for agencies and organizations to present and share threat related information and track reporting incidents.
- Conduct any other appropriate task for the efficient and effective operation of Oswego County's TAM Team

This Domestic Terrorism Plan should not be considered as assurance against violence but rather that reasonable and diligent steps to address prevention and mitigation of the occurrence of any terrorist activities. This plan relies on individual integrity at all levels of implementation without regard for personal agenda beyond the execution of duties genuinely related to public safety and freedom.

RESOLUTION NO. 329

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION E911 OVERTIME

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 DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 329 of 2022

A3020 511000

(\$20,000.00)

A3020 512000

\$20,000.00



Kevin B. Pooley
Director

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

315-349-8215
Fax 315-349-8500

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

OSWEGO, NY 13126

Informational Memo

E911 Overtime budget mod request
11/15/2022

2022 has again been a difficult year with staffing for the E911 Department. E911 currently has 8 full time telecommunicator positions and 1 part time telecommunicator position open. These vacancies have increased our overtime costs in the second half of the year to maintain appropriate coverage of the department.

I am requesting a budget modification from salaries and wages to overtime to cover the required overtime that E911 is incurring. I am requesting to move \$20,000 to the overtime budget line A3020-512000 from salaries and wages line A3020-511000. This amount should cover overtime expenses for the remainder of 2022 barring any further major impacts to staffing.

COUNTY OF OSWEGO

COMMITTEE SIGNATURES	DATE
W. H. Green	11/28/22
W. H. Green	11-28-22
W. H. Green	11-28-22
W. H. Green	11-28-22
W. H. Green	11/28/2022
W. H. Green	11/28/22
W. H. Green	11/28/22

RESOLUTION NO. 330
**RESOLUTION AUTHORIZING REPLACEMENT OF TWELVE MICROWAVE
RADIO LINKS**

By Legislator Marc Greco:

WHEREAS, Oswego County's public safety microwave radio system is over fifteen years old and is no longer supported by the vendor, and repair parts are no longer available; and

WHEREAS, the microwave system is vital to the data communications across the trunking radio system; and

WHEREAS, New York State has released additional grant funds for the performance period of 1/1/2022 through 12/31/2023; it is desirous to enter into a flat cost, purchase agreement with Motorola Corporation covering replacing the remaining twelve microwave radio links, including network components, and base stations;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Public Safety Committee, that the County of Oswego establish a flat rate, equipment and installation contract with Motorola Corporation of Montvale New Jersey, for the replacement of twelve microwave radio links at a flat cost of \$1,100,000.00 contingent on the adoption of the current tentative County Budget.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



Informational Memo

Motorola twelve link microwave radio replacement
11-15-22

The E911 Department has been working on a phased approach to fiscally responsibly replace the microwave radio system across the county. The microwave radio system is the network of data connections that connect the radio system towers together and allow the radio system to function reliably. The microwave system was purchased and installed prior to the Motorola UHF trunking system being purchased and installed. The equipment is outdated, no longer supported, and unable to be repaired.

To date the 911 Director has been able to leverage NYS Interoperability Communications grant funds to replace seven different links of the system with no cost to Oswego County. In 2022 the NYS Interoperability grant was doubled and this gives Oswego County \$1,572,352 during the performance period of 1/1/2022 through 12/31/2023. This grant is typically used to reimburse the costs for the Motorola maintenance contract for the radio system and the radio core maintenance that is shared with 7 other counties. After those amounts are taken out and a small amount of ARPA funds are allocated, the remaining twelve microwave radio links will be able to be replaced with no impact on the County budget. The grant revenue and the ARPA fund allocation are currently included in the 2023 tentative County budget.

The 911 Director is requesting approval, contingent on approval of the current 2023 tentative County budget being approved on December 8th, to enter an agreement with Motorola Solutions at a cost of \$1,100,000 that will be reimbursed through NYS SICG funds as awarded to Oswego County on August 3rd 2022. In order for the County to be able to take advantage of \$300,000 discount the contract must be signed before 12/31/2022, however no invoices will be generated until after the 2023 Budget goes into effect on 1/1/2023.



MOTOROLA SOLUTIONS

Proposal

Oswego County E911 Communications Department

Twelve HOP Microwave Links

May 2, 2022

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2022 Motorola Solutions, Inc. All rights reserved.



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
123 Tice Boulevard, Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

May 2, 2022

Director Kevin Pooley
Oswego County E911 Communications Department
39 Churchill Road
Oswego, New York 13126

Subject: Twelve Hop Microwave Links

Dear Director Pooley:

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Oswego County E911 Communications Department with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution provides:
Replacement of Oswego County's existing microwave radios at twelve (12) hop locations with Microwave Network's Proteus MX licensed microwave radios. All existing antennas, waveguides, dehydrators and DC power systems will be reused at all twelve locations.

This proposal consists of this cover letter and the Communications System and Service Agreement (CSSA), together with its Exhibits. This proposal shall remain valid for a period of 120 days from the date of this cover letter. Oswego County E911 Communications Department may accept the proposal by delivering to Motorola the signed CSSA. Alternatively, Motorola Solutions would be pleased to address any concerns the County may have regarding this proposal. Any questions can be directed to your Motorola Account Executive, Rick Angelillo at 201-390-6814.

We thank you for the opportunity to furnish Oswego County E911 Communications Department with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Roy Kirchner".

Roy Kirchner
Territory Vice President

Table of Contents

Section 1

System Description	1-1
1.1 System Overview	1-1
1.1.1 MW Link Map.....	1-2
1.1.2 Phase 2 Link Summary	1-3
1.1.3 Path Design Considerations	1-4

Section 2

Statement of Work	2-1
2.1 Overview	2-1
2.2 Assumptions	2-1
2.3 Implementation Tasks	2-2
2.4 Change Order Process	2-4

Section 3

Pricing	3-1
3.1 Pricing Summary	3-1
3.2 Payment Terms	3-2

Section 4

Contractual Documentation.....	4-1
---------------------------------------	------------

Section 1

System Description

1.1 System Overview

Motorola Solutions is proposing to replace Oswego County's existing microwave radios at twelve (12) hop locations with Microwave Networks link of Proteus MX licensed microwave radios. All existing antennas, waveguides, dehydrators and DC power systems will be reused at all twelve locations.

Microwave links where radios are to be swapped with this project are:

- RED ⇔ OR2
- OR2 ⇔ PAR
- PAR ⇔ CON
- CON ⇔ HAS
- HAS ⇔ FWT
- FWT ⇔ EOC
- FWT ⇔ GBY
- GBY ⇔ BKR
- BKR ⇔ HUB
- HUB ⇔ 911
- BKR ⇔ OSW
- HUB ⇔ SCR

1.1.1 MW Link Map

Figure 1-1 below is the network map of the final microwave network, after all phases of the project has been completed. The propose links under this contract consists of the equipment and services for the sites mentioned above.

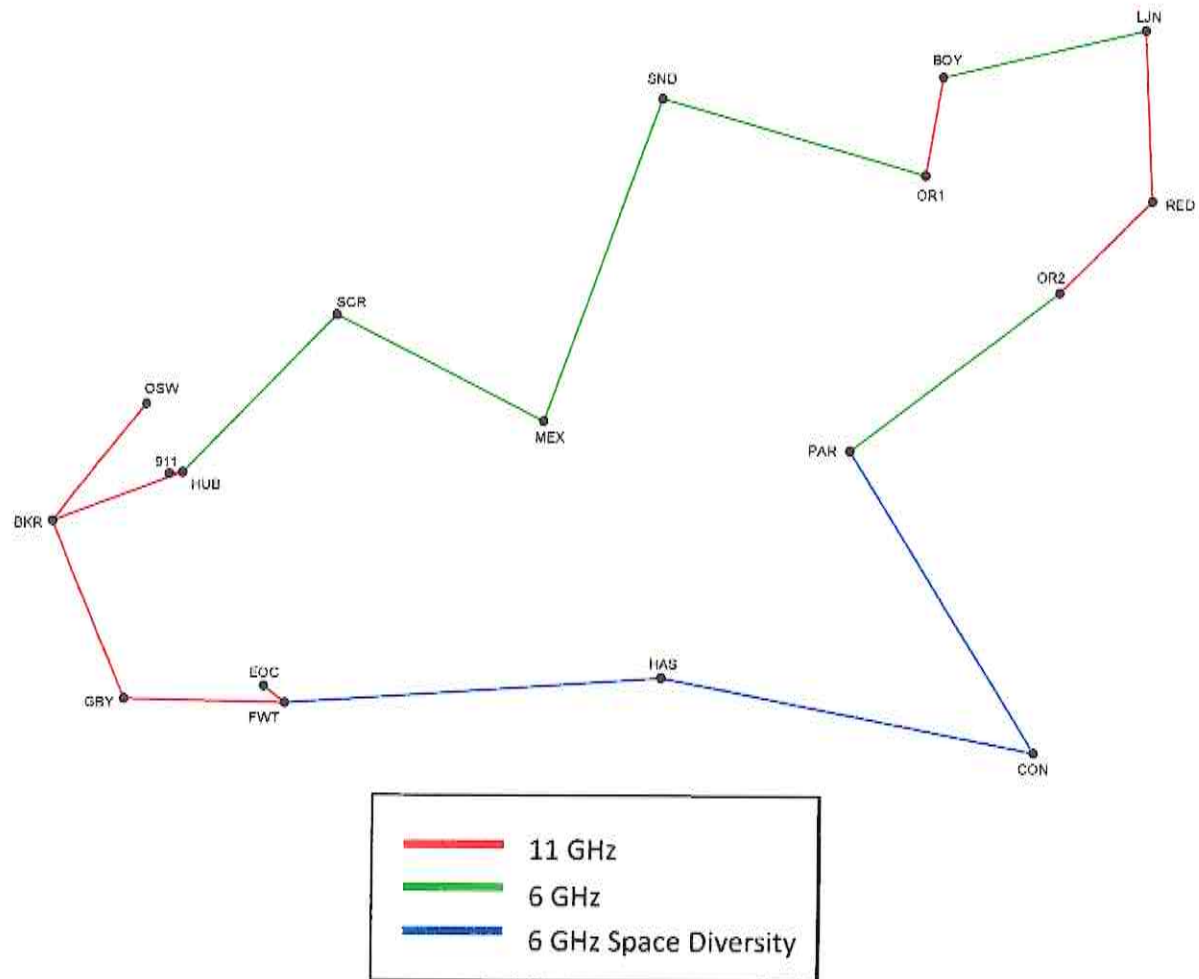


Figure 1-1: Microwave Network System Map

1.1.2 Phase 2 Link Summary

Table 1-1 below is a table of the proposed twelve (12) microwave radios that will be upgraded in existing Oswego network.

Table 1-1: Radio Equipment and Link Data Summary

Link	Site 1 Site 2	Radio/Type/Frequency/RF Bandwidth/Power	Modulation - Throughput	Configuration	Path length (mi)	Effective fade margin (dB)	Annual Two-Way Availability (%)
1	911	Proteus MX/Indoor/11 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Hot Standby	0.45	42.87	99.99998
	HUB						
2	BKR	Proteus MX/Indoor/11 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Ring Protected	6.33	41.35	99.99990
	GBY						
3	BKR	Proteus MX/Indoor/11 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Ring Protected	4.59	35.73	99.99988
	HUB						
4	BKR	Proteus MX/Indoor/11 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Hot Standby	4.95	33.36	99.99981
	OSW						
5	CON	Proteus MX/Indoor/6 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Space Diversity	12.56	38.34	99.99999
	HAS						
6	CON	Proteus MX/Indoor/6 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Space Diversity	11.69	37.83	100
	PAR						
7	EOC	Proteus MX/Indoor/11 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Hot Standby	0.9	45.64	100
	FWT						
8	FWT	Proteus MX/Indoor/11 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Ring Protected	5.31	41.23	99.99994
	GBY						
9	FWT	Proteus MX/Indoor/6 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Space Diversity	12.43	39.01	99.99999
	HAS						
10	HUB	Proteus MX/Indoor/6 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Ring Protected	7.28	41.01	99.99997
	SCR						
11	OR2	Proteus MX/Indoor/6 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Ring Protected	8.68	41.9	99.99997
	PAR						
12	OR2	Proteus MX/Indoor/11 GHz/30 MHz/High Power	128 QAM - 155 Mbps	Ring Protected	4.29	31.03	99.99984
	RED						

1.1.3 Path Design Considerations

All paths are designed with 155 Mbps radio throughput. All paths are engineered to meet or exceed an annual two-way availability of 99.9995% at a BER of $10E-6$ using the Vigants-Barnett model. The preliminary calculations for path performance are based on Microwave Networks published $10E-6$ receiver threshold levels. Bellcore Standard transmission engineering practices, formulas and topographic data are the foundation of these calculations. Clearance criteria used to determine preliminary antenna centerlines are:

- $K = 4/3$ @ 100% F1.
- 1/3" Arc USGS terrain data.
- 30 meter NLCD 2001/2011 clutter data.

Before system implementation a microwave path engineering survey will be conducted on all paths. The objective of this survey is "information verification" to confirm the information to be used for clearance and engineering performance objectives. This confirmation includes site location (latitude/longitude coordinates), elevation above mean sea level (AMSL), accurate measurement of path obstructions along the path (i.e. trees and buildings, electrical transmission lines, cellular towers, the presence of reflective surfaces) and general compilation of local climate information.

At locations with existing towers, pre-determined azimuths and centerlines will be checked for availability/adaptability in terms of proposed antenna mounting.

Section 2

Statement of Work

2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Oswego County, NY. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and the County to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and the County during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for both Motorola Solutions and the County.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

2.2 Assumptions

Motorola Solutions has based the system design on information provided by the County. All assumptions have been listed below for review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to the County, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8am – 4pm.
- All existing system data was obtained from the FCC website, as that was all that was available.
- Assumed use of EWP90 and EWP52 for Waveguide Model numbers for all existing NEC links.
- Assumed Waveguide Length is equal to Antenna CL plus 50-feet.
- Assumed Diversity antennas were same as used on preliminary path calculation file (since not listed on the FCC website).
- We assumed we can reuse all existing power and battery systems, except we added a new DC power system at Mexico site.
- There is room in the existing racks to house the current reconfigured equipment.
- All existing antennas, waveguides, dehydrators and DC power systems will be reused at all four locations.
- Any required system interconnections not specifically outlined here will be provided by the County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Any site/location upgrades or modifications are the responsibility of the County.

- Installation is assumed to be based on existing system release and any system upgrades is not quoted with this proposal.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- Should any of the sites or design change, a revision to the SOW and associated pricing will be required.
- Proposal includes standard commercial warranty from the Microwave manufacturer.
- Proposal assumes all towers have climbing facilities and waveguide ladders with open slots.
- Proposal assumes any water towers have antenna mounting structures and waveguide ladders.
- Proposal assumes all towers have tie back facilities.
- Proposal assumes no cranes or lifts required for this project.
- Any re-routing or moving of existing equipment is not part of this proposal.
- Any required painting or welding will be provided and completed by the County.
- Proposal assumes there are existing entry ports and grounding system.
- Proposal assumes all structures passed structural analysis for new antennas.
- Rack locations to be provided by the County.
- If remobilization is required, additional charges will apply.
- Assume existing Antennas and Waveguide that will be used for these microwave links are in good condition.
- If the existing antenna system and/or waveguides are recommended to be replaced:
 - Replacement costs will be provided to the County as a change order.
 - County is responsible for replacing Antenna System/Waveguide System if necessary.
 - If the County decides not to replace the antenna system and/or waveguide, Motorola Solutions is not responsible for link performance.

2.3 Implementation Tasks

Tasks	Motorola Solutions	Oswego County
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Project Kickoff and Design Review		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities.	X	X

Tasks	Motorola Solutions	Oswego County
ENGINEERING		
Perform Transmission and System Engineering.	X	
Furnish building and plot plan drawings and directions to the sites, if available prior to the commencement of Path survey.		X
Furnish floor plans and office drawings of existing sites, Showing new equipment locations, term block & fuse panel assignments, etc.		X
Perform Path Survey.	X	
Perform Frequency Coordination and file PCN.	X	
Prepare Frequency Coordination Applications.	X	
Furnish one complete set of installation specifications and measurements for the proposed equipment ATP.	X	
TRANSPORTATION / STORAGE		
Provide transportation for equipment and materials from MNI factory to the final destination - Freight charges per terms of Purchase Order.	X	
Deliver all proposed equipment to the site locations from the local Customer warehouse and inventory for discrepancies.	X	
SITE PREPARATION		
Furnish all site improvements (fences, roads, grading, tree removal, etc.). Access roads to all work areas of each site shall be suitable and accessible to concrete trucks, truck-trailers, and all other construction equipment.		X
Provide suitable openings, channels, or ducts for cables and conductors for routing from floor-to-floor and from room-to-room.		X
Provide Ground Bar.		X
Install Ground Bar.		X
TOWERS		
Furnish and install all towers as required.		X
Determine structural capabilities of all towers and/or antenna mounting structures and perform all Structural modifications required to support, mount and adapt the proposed antennas.		X
Furnish and install Waveguide Bridge.		X
Furnish and install Waveguide Messenger.		X
ANTENNAS / TRANSMISSION LINE		
Install Wall Feedthroughs for coax/waveguide Transmission line.		X
Sweep existing waveguide and provide report to show performance of links at existing Antenna Centerlines.	X	
POWER & GROUND		
Provide AC power and breakers as required.		X
Provide ready access (within 50-feet (15-meters) of proposed Equipment locations) to a low resistance ground at each location.		X
Furnish and install adequate AC receptacle within 6-feet (2-meters) of the battery charger rack.		X

Statement of Work



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Tasks	Motorola Solutions	Oswego County
Install batteries and chargers as per quote.		X
Furnish and install DC Power and Ground wiring to MNI provided racks per specifications.		X
Label DC breakers / fuses and newly installed wiring.		X
RADIO EQUIPMENT		
Provide complete set of Test Equipment consisting of; Digital Multi-Meter, BER Test Set (capable of the required data rates used in the system), VT-100 terminal.	X	
Coordinate system test and alignment with the Customer. Such testing will only include acceptability of MNI installed equipment.	X	
Optimize and test system to MNI Acceptance Test Procedure (ATP).	X	
Record test data for inclusion in the "as-built" Documentation.	X	
Prepare, submit and file, if applicable, all necessary environmental impact data.		X
DOCUMENTATION		
Furnish one complete set of MNI Operation and Maintenance manuals with drawings for each rack.	X	
Provide one complete set of vendor provided Operation and Maintenance literature with drawings for each location.	X	
Sign a project completion notice upon completion of the activities detailed in this Scope of Work. The project completion notice may apply to the project on a per hop or per system basis, as mutually agreed upon by MNI and the Customer.	X	X
Prepare and submit a complete documentation package of equipment as installed and accepted (As-Built), to the customer three (3) weeks after system acceptance.	X	

2.4 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Section 3

Pricing

3.1 Pricing Summary

Oswego County Replace Microwave Radios at Twelve Links

Item	Description	Cost
Equipment		
1	Replace microwave radios at twelve links with MNI Proteus MX High Power	
	Twelve Links Included are: RED ⇔ OR2 OR2 ⇔ PAR PAR ⇔ CON CON ⇔ HAS HAS ⇔ FWT FWT ⇔ EOC FWT ⇔ GBY GBY ⇔ BKR BKR ⇔ HUB HUB ⇔ 911 BKR ⇔ OSW HUB ⇔ SCR	
	Sub Total Equipment:	\$724,524.00
	Less OGS Discount:	(-\$72,452.00)
	Sub Total Equipment Less OGS Discount:	\$652,072.00
Services		
2	Installation, Integration, Network Services, System Optimization, Pre and Post Sale Engineering, and PM Services	
	Sub Total Services:	\$749,811.00
	System Total Cost:	\$1,401,883.00
	Less System Discount:	(-\$301,883.00)
	System Total Cost After Discount:	\$1,100,000.00
	<i>Pricing of all Equipment Hardware, Software, Installation, Integration, Optimization, and Warranty Services are consistent with NYS-OGS Contract # PT68722 Equipment and Services.</i>	

3.2 Payment Terms

Oswego County will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Oswego County will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones:

1. 60% of the Contract Price upon Shipment;
2. 35% of the Contract Price upon Completion of Installation; and
3. 5% of the Contract Price upon Final Acceptance.

Motorola Solutions reserves the right to invoice for installations completed on a site-by-site basis, when applicable.

Section 4

Contractual Documentation

Motorola Solutions has provided a Communications System and Service Agreement and Exhibits on the following pages.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Oswego County, NY ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment" Proposal Section 3 dated May 2, 2022

Exhibit C Technical and Implementation Documents

C-1 "System Description" Proposal Section 1 dated May 2, 2022

C-2 "Pricing Summary & Equipment List" Proposal Section 3 dated May 2, 2022

C-3 "Implementation Statement of Work" Proposal Section 2 dated May 2, 2022

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3. ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed

orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements,

new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of

Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services

for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$1,100,000.00**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to

Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Director Kevin Pooley
Address: 39 Churchill Road Oswego, NY 13126
Phone: 315-349-8427

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Director Kevin Pooley
Address: 39 Churchill Road Oswego, NY 13126

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modern access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the

warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than

Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from

a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required

for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's

use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely

for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all

applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

LIFECYCLE MANAGEMENT ADDENDUM

MAINTENANCE, SUPPORT AND

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will

renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or

special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is _____ years, commencing on _____, 202___. The Lifecycle Management Price for the ___ years of services is \$_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

RESOLUTION NO. 331

RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 22-OFA-006-NUTRITIONIST SERVICES

By Legislator Roy Reehil:

WHEREAS, the County issued a request for proposal for a vendor to provide Nutritionist Services; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 22-OFA-006) from multiple qualified firms to provide Nutritionist Services; and

WHEREAS, the Oswego County Office for the Aging and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Beth McCarthy, R.D., C.D./N, 130 Meadowbrook Lane, Central Square, NY 13036, meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Human Service Committee that the County of Oswego awards the professional service contract for providing Nutritionist Services, to Beth McCarthy, R.D., C.D./N, 130 Meadowbrook Lane, Central Square, NY 13036, not to exceed a maximum lump sum of \$63,375 for 39 weeks, 25 hours per week, at an hourly rate of \$65.

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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



County of Oswego
OFFICE FOR THE AGING

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

(315) 349-3484
County Office Complex
70 Bunner Street
Oswego, NY 13126

Informational Memorandum

To: Hon Roy Rechil, Chairman, Human Services Committee
Human Services Committee Members

From: Sara Sunday, Aging Services Administrator

Date: November 16, 2022

Purpose: To approve a Professional Services contract with Beth McCarthy, RD, CD/N for the period of January 1, 2023 – September 30th, 2023, with the possibility to extend for three (3) more, one (1) year extensions to provide Nutrition Education Services.

Background: The New York State Office for the Aging (NYSOFA) awarded the Oswego County Office for the Aging (OFA) funds to educate seniors on nutrition across Oswego, Jefferson and Lewis County utilizing the Senior Health Improvement and Nutrition Education (SHINE) SNAP-Ed grant.

The grant requires a certified nutritionist to provide state authorized nutrition education through workshops, food distributions and health fairs.

The Purchasing Department solicited Requests for Proposals (RFP 22-OFA-006) from multiple qualified firms. After review of the proposals received, OFA and the Purchasing Department determined the proposal from Beth McCarthy, RD, CD/N best meets the needs to fulfill the grant responsibilities. Ms. McCarthy's proposal is for \$63,375.

Fiscal Impact: OFA budgeted for SHINE Nutrition Education Services for 2023. Funding is reimbursed at 100%. There is no fiscal impact on the County Budget.

Recommendation: The Office for the Aging recommends the Human Services Committee and the Oswego County Legislature authorize an agreement between Beth McCarthy, RD, CD/N and Oswego County to provide certified nutritionist services as required by the SHINE SNAP-Ed Grant.



OSWEGO COUNTY PURCHASING

46 E Bridge Street, Oswego NY 13126
Phone (315)326-6050 Fax (315)342-2468
Email: Holly.Carpenter@OswegoCounty.Com

RFP 22-OFA-006 – Nutritionist Services

Name of Company	Location	Evaluation Rating	Lump Sum Price	Required Documentation PRCS/PIS/SHC/NCC/RFC				
Beth McCarthy, R.D., C.D./N,	130 Meadowbrook Lane Central Square, NY 13036	99%	\$63,375.00	X	X	X	X	X
Worldwide Travel Staffing, Limited	2829 Sheridan Drive Tonawanda, NY 14150	65%	\$65,000.00	X	X	X	X	X

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 22-OFA-006 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on October 4, 2022. It was also sent directly to the following vendors:

- Allison Bowers
- Beth McCarthy, RD, CD/N
- Cecilia Hagen-Revelins
- Cornell Cooperative Extension of Oswego County
- Chaya Lee Charles, MS, RD, CSG, CDN
- Emily Haldorf, Nutritionist/ Dietician, MS, RDEN, CDN
- Emily Riddle
- Emily Tills
- Mary Stockhauser
- Worldwide Travel Staffing, Limited

Number of Responses: Two (2)

Beth McCarthy, R.D., C.D./N.	Pro <ul style="list-style-type: none"> • Has 30 years' experience and capabilities. • Very familiar with Oswego County. • Meets deadlines and grant requirements. • Current Vendor for OFA • Con <ul style="list-style-type: none"> • N/A •
Worldwide Travel Staffing	Pro <ul style="list-style-type: none"> • Experience in health care setting, not so much Nutrition Education. • Con <ul style="list-style-type: none"> • Doesn't have accessible R.D., would have to recruit. • Not familiar with area, as staff is not local. • Office Located in Buffalo.

Proposals Reviewed By:

- Missy Peel
- Sara Sunday

Evaluation Summary: The evaluation committee reviewed and rated each proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to Beth McCarthy, R.D., C.D.N.

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

Beth P. McCarthy, R.D., C.D./N.

bethpmccarthy@aim.com

(315) 415-5556

linkedin.com/in/beth-mccarthy

130 Meadowbrook Lane

Central Square, NY 13036

SKILLS

Over thirty years of experience successfully managing the nutrition care of clients in community settings, home care, long-term care, acute care settings to promote optimal health outcomes

- Provide appropriate and effective nutrition education both in-person and remotely
- Dynamically present to small and large groups both individually or as a team member
- Quickly develop productive working relationships with multidisciplinary team and support services
- Communicate effectively and timely in both written and verbal form
- Plan menus and make routine adjustments in compliance with changing budgetary constraints
- Assess patients of all ages and diseases to provide appropriate medical nutrition therapy

EXPERIENCE

Home Care Dietitian – Oswego County Hospice, Preventive

1999-present

Office for the Aging Dietitian – Oswego County Home Delivered Meals and Dining & Activity Centers

2019-present

- Complete in-home and remote nutrition assessments of clients
- Coordinate client nutrition care and/or meals via home visits and phone/email communication with staff
- Provide nutrition education and counseling to clients and families via presentations, home visits and phone
- Conduct menu reviews, inspections of main/dining center kitchens and monitoring of meal deliveries
- Proven track record in NYSDOH Home Care Survey processes

Consultant Dietitian

1996-2021

Onondaga Center, Crossings Nursing & Rehabilitation, Little Falls Hospital,

Andrew Michaud Nursing Home, The Folts Home – Central NY

- Coordinated nutritional care of residents/patients including oversight of diet technicians
- Completed initial, annual, significant change, tube fed, pressure ulcer resident assessments
- Provided nutrition education and counseling to residents/patients and families
- Consulted with medical providers to assess and advise medical nutrition therapy
- Improved nutrition care provided through collaboration with nursing and administration
- Conducted staff training and in-services on various nutrition and food service topics
- Completed menu reviews and analysis on a semi-annual basis
- Proven track record in NYSDOH Long Term Care Survey process

Clinical Nutrition Manager

University Hospital – Syracuse, NY

1992-1996

Geneva General Hospital – Geneva, NY

1990-1992

- Managed clinical nutrition staffs of 10 to 20 dietitians, diet technicians, and nutrition care assistants

Staff Dietitian, Renal Dietitian

1990

St. Luke's Hospital – Utica, NY

- Coordinated nutrition care of over 120 hemo and peritoneal dialysis patients
- Supervised diet technicians and diet clerks

EDUCATION

Cornell University

College of Human Ecology

Ithaca, NY

Bachelor of Science

May 1989

Major: Clinical Nutrition Minor: Exercise Science

Brigham and Women's Hospital

American Dietetic Association Internship

Boston, MA

June 1990

RESOLUTION NO. 332

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES FOR ON CALL HOLIDAY PREMIUM**

By Legislator Roy Rechil:

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 DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 332 of 2022

A6070 514400
A6070 511000

\$1,200.00
(\$1,200.00)



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

Date: November 18, 2022

To: Phil Church, County Administrator

From: Stacy Alvord, Commissioner

RE: Budget Modification for On Call Holiday Premium

Attached is a budget modification request to increase the A6070.514400 DSS-AFS-Holiday Premium budget expense line by \$1,200. DSS requests that the money be taken from the A6070.511000 DSS-AFS-Salaries & Wages Reg budget expense line since it is projected that there will be unspent funds due to the large number of vacancies under the 6070 budget lines. There should be no change in the amount of reimbursement between the A6070.511000 and A6070.514400 accounts.

DSS - Ifw

DSS - Ifw

11/18/2022

TOTAL AMOUNT

DATE _____

11	28	22
----	----	----

1/28/22

22-82-11

21-11-28-22

11-20-22

11-28-22

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 333

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
COMMUNITY DEVELOPMENT, TOURISM AND PLANNING – PUBLIC
TRANSPORTATION FUNDS**

By Legislator Tim Stahl:

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

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary to access and disburse these funds, and be it also

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

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

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 333 of 2022

A8020 439890 PTA
A8020 545500 PTA

(\$1,706,237.00
(\$1,706,234.00)



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

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept and Disburse Public Transit Funds

PURPOSE: This resolution will authorize the Chairman to accept and disburse funds made available through an allocation from the NYS Department of Health to supplement our other transit funding sources. This allocation (\$1,706,237) is for FY 2022 and 2023.

SUMMARY: The resolution also authorizes the Chairman of the Legislature to execute any and all documents that may be necessary to acquire and use the funds. It also authorizes the Treasurer to modify the budget accordingly. The funds have already been received and we are seeking to modify the expense line accordingly.

FISCAL IMPACT: None to the County

RECOMMENDED ACTION: The Committee on Economic Development & Planning in concert with the Committee on Finance & Personnel authorize these actions.

COUNTY OF OSWEGO

TOTAL AMOUNT

COMMITTEE SIGNATURES DATE

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 334

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
COMMUNITY DEVELOPMENT, TOURISM AND PLANNING – SNOWMOBILE
TRAIL GRANTS**

By Legislator Tim Stahl:

WHEREAS, snowmobiling is an important wintertime activity in Oswego County,
and

WHEREAS, reimbursing the clubs for their trail maintenance activities in a timely
fashion allows them to stay current with their responsibilities, then therefore be it and it is
hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to
execute any and all documents that may be necessary to access and disburse these funds, and
be it also

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

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

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 334 of 2022

**A8020 437150 STP-STATE
A8020 546500 STP-OTHER**

**\$261,534.00
(\$261,534.00)**



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

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept and Disburse 2022-2023 Snowmobile Trail
Maintenance Grant Funds

PURPOSE: This resolution will authorize the Chairman to accept and disburse State funds that have been allocated to fund our ten snowmobile clubs under the 2022-2023 NYS Snowmobile Trail Grant Program and allow the Oswego County Department of Community Development, Tourism and Planning to distribute \$261,534 to the clubs. The resolution also authorizes the Chairman of the Legislature to enter into contracts with the State of New York and each of the ten clubs in Oswego County for the use of these funds and authorizes the Treasurer to modify the budget accordingly.

SUMMARY: Oswego County has been the pass-through agency for this program since 1987. The funds are provided for trail maintenance and other activities approved by the Snowmobile Division of the NYS Office of Parks, Recreation and Historic Preservation.

FISCAL IMPACT: None to the County

**RECOMMENDED
ACTION:** The Committee on Economic Development & Planning in concert with the Committee on Finance & Personnel authorize these actions.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

[illegible]

COMMITTEE SIGNATURES	DATE
<i>Marvin Schoen</i>	<i>11-29-22</i>
<i>Wally Johnson</i>	<i>11/29/22</i>
<i>Paul Jk</i>	<i>11/29/22</i>
<i>Paul Jk</i>	<i>11-29-22</i>
<i>Wally Johnson</i>	<i>11-29-22</i>
<i>Wally Johnson</i>	<i>11/29/22</i>

COUNTY TREASURER

HUMAN RESOURCES DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE

RESOLUTION NO. 335

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING – HUD
INFRASTRUCTURE FUNDS**

By Legislator Tim Stahl:

WHEREAS, the county has recently been awarded funds (\$3,000,000) through a Congressional allocation that will come from the US Office of Housing and Urban Development (HUD), and

WHEREAS, the funds will be bundled with other grant funds and locally committed dollars for the completion of the Phoenix/Schroepfel Wastewater Treatment & Conveyance project, and

WHEREAS, this project will significantly increase the capability of this system to serve the Oswego County Industrial Park and surrounding areas, then therefore upon the recommendation of the Economic Development and Planning Committee of this body, with the approval of Finance and Personnel Committee, be it

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any and all documents that may be necessary to access and disburse these funds, and be it also

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

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

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 335 of 2022

A8020 447890 PHXWW

(\$3,000,000.00)

A8020 545500 PHXWW

\$3,000,000.00



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

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept and Disburse HUD Funds

PURPOSE: This resolution will authorize the Chairman to accept and disburse funds made available through a Congressional allocation for the completion of the Phoenix/Schroepfel Wastewater Treatment & Conveyance project. The funds (\$3,000,000). The resolution also authorizes the Chairman of the Legislature to execute any and all documents that may be necessary to acquire and use the funds. It also authorizes the Treasurer to modify the budget accordingly.

SUMMARY: This is a joint project between the Village of Phoenix, the Town of Schroepfel, the IDA and Oswego County.

FISCAL IMPACT: None to the County

**RECOMMENDED
ACTION:** The Committee on Economic Development & Planning in concert with the Committee on Finance & Personnel authorize these actions.

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A8020	447890	PHXWW				HUD Infrastructure grant funds	(\$3,000,000)
			A8020	545500	PHXWW	HUD Infrastructure grant funds	\$3,000,000
						Phoenix/Schroepfel Wastewater Treatment & Conveyance Project	
						Accept and disburse grant funds	
TOTAL AMOUNT							-

COMMITTEE SIGNATURES	DATE
<i>Miss Schmitt</i>	11-29-22
<i>R. R.</i>	11-29-22
<i>Madeline Delmonico</i>	11-29-22
<i>Paula Krumm</i>	11-29-22
<i>Miss Schmitt</i>	11-29-22
<i>Miss Schmitt</i>	11-29-22
<i>Miss Schmitt</i>	11/29/22

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 336

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 22-CDPT-010 – MOBILITY MANAGEMENT SERVICE**

By Legislator Tim Stahl:

WHEREAS the County issued a request for proposal for a vendor to provide Mobility Management Services; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 22-CDPT-010) from multiple qualified firms to provide Mobility Management Services; and

WHEREAS, the Oswego County Community Development Planning and Tourism Department and Oswego County Purchasing Department have reviewed the proposals received and determined that the Option 1 proposal from Volunteer Transportation Center, Inc., 24685 State Route 37, Watertown, NY 13601, meets the County's needs.

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Economic Development and Planning Committee, the County of Oswego awards the professional service contract for providing Mobility Management Services to Volunteer Transportation Center, Inc., State Route 37, Watertown, NY 13601, to not exceed the cost of \$390,745; and be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



OSWEGO COUNTY PURCHASING

46 E Bridge Street, Oswego NY 13126
Phone (315)326-6051 Fax (315)342-2468
Email: Purchasing@OswegoCounty.Com

RFP 22-CDPT-010 – MOBILITY MANAGEMENT SERVICE

Name of Company	Location	Evaluation Rating	Lump Sum	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Volunteer Transportation Center, Inc. – Option 1	24685 State Route 37 Watertown, NY 13601	80.8	\$390,745	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Volunteer Transportation Center, Inc. – Option 2	24685 State Route 37 Watertown, NY 13601	83.5	\$346,758	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 22-CDPT-004 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County Purchasing website on May 31, 2022. It was also sent directly to the following vendors:

- Cedar Bus Company
- Durham Bus Company
- Oswego County Opportunities
- Volunteer Transportation Center, Inc.
- Way to Go

Number of Responses: One Vendor with 2 Options

Proposals Reviewed By:

- Daniel Breitweg
- Angel Harvey
- Rachel Pierce
- Donna Scanlon
- Gidget Stevens
- Sara Sunday

Evaluation Summary: The evaluation committee reviewed and rated the two proposals according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to Volunteer Transportation Center, Option 2.

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

EVALUATION COMPARISON
RFP 22-CDPT-010 MOBILITY MANAGEMENT SERVICE

Total Points	Evaluation Criteria	VTC - Option 1						VTC - Option 2					
		DB	AH	RP	DS	GS	SS	DB	AH	RP	DS	GS	SS
40	Evaluator Experience & Capabilities	35	40	40	30	39	35	35	40	40	35	39	35
30	Management Outline and Project Approach	20	10	28	20	29	28	25	10	22	20	27	28
10	Business & Organization	7	10	10	8	8	9	8	10	10	8	8	9
20	Cost	10	2	19	10	20	18	15	5	17	15	20	20
100	Total Points	72	62	97	68	96	90	83	65	89	78	94	92
Rating per Evaluation		80.8						83.5					

DB = Daniel Breitweg
 AH = Angel Harvey

RP = Rachel Pierce
 DS = Donna Scanlon

GS = Gidget Stevens
 SS = Sara Sunday

RESOLUTION NO. 337

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1222 — OSWEGO
RIVER ACCESS PROJECT**

By Legislator Tim Stahl:

WHEREAS, Oswego County is blessed with many miles of waterfront via Lake Ontario, Oneida Lake and all of our smaller lakes, rivers and streams, and

WHEREAS, many of these water bodies have public access areas that are easy to get to and accessible for most anyone who would like to enjoy them, and

WHEREAS, the section of the Oswego River between Minetto and Lock 6 in Oswego is rich in scenic wonders, as well as sport fishing, bird watching and recreational boating opportunities, and

WHEREAS, there is no easily accessible place of entry that allows the public to enjoy this area, and

WHEREAS, enhancing outdoor recreational opportunities is consistent with the goals and objectives of the NYS Outdoor Recreation Plan as well as the NYS Open Space plan and many locally adopted plans as well, and

WHEREAS, The NYS Department of State has awarded the County two separate grants (one for planning and design services and one for construction) to help develop a public access site for this section of the Oswego River,

NOW, then upon recommendation of the Economic Development and Planning Committee and the Finance and Personnel Committee of this body, be it

RESOLVED, That Capital Project #1222, the Oswego River Access Project be established to facilitate this project and that it be funded at \$260,000, (\$196,139 from NYS and \$63,861 from Oswego County), and be it further

RESOLVED, That the Chairman of the Legislature be, and hereby is, authorized to execute any and all documents that may be necessary to advance this initiative, and be it further

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 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 DECEMBER 15, 2022:
YES: 21 NO: 2 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 337 of 2022

H529000 1222

\$260,000.00

H450310 1222

(\$63,861.00)

H437150 1222

(\$196,139.00)



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

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept and Disburse NYS Department of State Funds and establish a Capital Project related thereto.

PURPOSE: This resolution will authorize the Chairman to accept and disburse funds made available through a NYS grant for the completion of the Oswego River Access project. The funds (\$196,139) will be used for the construction of the handicapped accessible trail to the river allowing new public space for fishing, bird watching or paddle sports. The resolution establishes a capital project that will facilitate this initiative moving forward. It also authorizes the Treasurer to modify the budget accordingly.

SUMMARY: This is a project that was postponed due to covid and then has suffered the related price increases that all other construction projects have faced.

FISCAL IMPACT: County local share of the project is \$63,861.

RECOMMENDED ACTION: The Committee on Economic Development & Planning in concert with the Committee on Finance & Personnel authorizes these actions.

COUNTY OF OSWEGO

TOTAL AMOUNT

DATE _____

11.29.22

DATE _____

~~PERSONNEL DIRECTOR~~

DATE 11/79/22

COUNTY ADMINISTRATOR

DATE 11/29/22

DEPARTMENT HEAD

RESOLUTION NO. 338

**RESOLUTION REGARDING AN ALTERNATE ALLOCATION OF PILOT
PAYMENTS RECEIVED BY THE OSWEGO COUNTY INDUSTRIAL
DEVELOPMENT AGENCY PURSUANT TO GENERAL MUNICIPAL LAW
§858(15)**

By Legislator Tim Stahl:

WHEREAS, the Oswego County Industrial Development Agency (hereinafter IDA) was created in 1973 by the adoption of section 911-b of the General Municipal Law as a body corporate and politic with certain enumerated powers and duties under Article 18-A of the General Municipal Law; and

WHEREAS, the Oswego County Legislature appoints the members of the IDA;
and

WHEREAS, General Municipal Law §858(15) permits the IDA to enter into Payment in Lieu of Taxes (PILOT) agreements on certain terms and, further, permits an alternate allocation of these contractual payments by a taxing jurisdiction in lieu of receiving its proportionate share of taxes that would have been received had a given IDA project not otherwise been exempt from taxation; and

WHEREAS, this Legislature finds and determines that economic development and job retention and creation are a public purpose and is desirous of assisting the IDA in those goals;

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

RESOLVED, that, for PILOT proceeds commencing in January of 2023 the County of Oswego does hereby permit the IDA to utilize an alternate allocation of the contractual proceeds to fund an economic development fund resident with the IDA which shall be utilized solely for job creation, retention and economic development consistent with the IDA's corporate purposes and enumerated powers and duties within Oswego County, subject to the prior approval of the IDA's board; and, it is further

RESOLVED, that ten (10) percent of the PILOT contractual proceeds, excluding any paid under a tax agreement with nuclear generating facilities, which would otherwise be payable annually under a given PILOT to the county may be retained by the IDA to capitalize an economic development fund until such time the fund resident with the IDA reaches a balance of \$2.5 million in uncommitted funds; and it is further

RESOLVED, that any uncommitted funds in excess of the \$2.5 million cap as of July 31 of each year will be transferred to the County on or before December 31 of each year; and, it is further

RESOLVED, that no portion of the fund shall be utilized for IDA salaries, administrative or promotional purposes, and, further, the IDA shall maintain a separate account for the fund and provide an accounting to the county upon request; and be it

RESOLVED, that any contractual proceeds currently in the custody of the IDA from any prior alternate allocations of PILOT payments permitted by this legislature shall be credited to the \$2.5 million cap of the economic development fund created by the IDA.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 21 NO: 2 ABSENT: 2 ABSTAIN: 0

RESOLUTION NO. 339

RESOLUTION TO ADD NEW YORK STATE HEALTHCARE WORKER BONUS FUNDS TO THE BUDGET FOR THE OSWEGO COUNTY HEALTH DEPARTMENT

By Legislator James Karasek:

WHEREAS, The Health Care and Mental Hygiene Worker Bonus program was announced by Governor Kathy Hochul earlier this year; and

WHEREAS, Within that program, individuals meeting specific requirements are eligible for a Healthcare Worker Bonus (HWB) up to \$3,000; and

WHEREAS, To be eligible the employer must bill Medicaid for services and individuals must receive a base salary of \$125,000 or less. Bonus amounts are determined by the number of hours worked in a 6 month vesting period with the highest amount being \$1,500 for a 35 hour work week; and

WHEREAS, Qualified employees can receive up to \$3,000 in HWB payments over two vesting periods. Position titles within the Health Department that qualify for the HWB are nurses, LPNs and Social Workers; and

WHEREAS, The HWB must be paid out to employees within 30 days of receipt of State funds, The attached budget modification includes the HWB for 10 eligible employees and the corresponding FICA reimbursement

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

RESOLVED, that the Health Committee approve receipt of the HWB funds and the corresponding budget modification.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 339 of 2022

A4189 434500	(\$12,918.00)
A4035 434500	(\$19,377.00)
A4189 511000	\$12,918.00
A4035 511000	\$19,377.00

**INFORMATIONAL MEMORANDUM**

Subject: NYS Healthcare Worker Bonus

Purpose: To add NYS Healthcare Worker Bonus funds to the budget.

Summary: The Health Care and Mental Hygiene Worker Bonus program was announced by Governor Kathy Hochul earlier this year. Within that program, individuals meeting specific requirements are eligible for a Healthcare Worker Bonus (IIWB) up to \$3,000. To be eligible the employer must bill Medicaid for services and individuals must receive a base salary of \$125,000 or less. Bonus amounts are determined by the number of hours worked in a 6 month vesting period with the highest amount being \$1,500 for a 35 hour work week. Qualified employees can receive up to \$3,000 in IIWB payments over two vesting periods. Position titles within the Health Department that qualify for the IIWB are nurses, LPNs and Social Workers. The IIWB must be paid out to employees within 30 days of receipt of State funds. The attached budget modification includes the HWB for 10 eligible employees and the corresponding FICA reimbursement.

Recommended

Action: The Health Committee approve receipt of the HWB funds and the corresponding budget modification.

BUDGET MODIFICATION REQUEST

FROM			TO			REASON FOR REQUEST	DOLLAR AMOUNT
ACCOUNT NUMBER		Sub.	ACCOUNT NUMBER		Sub.		
Dept.			Dept.				
A4189	434500					HOSP: ST AID PUBLIC HEALTH OTHER	(\$12,918.00)
A4035	434500					PREV: ST AID PUBLIC HEALTH OTHER	(\$19,377.00)
			A4189	511000		HOSP; SALARIES	\$12,918.00
			A4035	511000		PREV. SALARIES	\$19,377.00
						NYS HEALTHCARE WORKER BONUS	

COMMITTEE SIGNATURES _____ DATE _____

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE

COUNTY ADMINSTRATOR DATE

DEPARTMENT HEAD DATE

RESOLUTION NO. 340

**RESOLUTION AUTHORIZING RECLASSIFICATION OF TYPIST POSITION TO
SENIOR TYPIST**

By Legislator James Karasek:

WHEREAS, request to reclassify Typist position #409024701 to a Senior Typist;
and

WHEREAS, To ensure the Environmental Health division meets the requirements
for Article 6 deliverables under the Drinking Water Protection Program, our county must
maintain the New York State Department of Health Safe Drinking Water Information
System (SDWIS); and

WHEREAS, The Environmental Health division's Water Supply Protection Program has
experienced increased workloads over the past few years due to emerging environmental
contaminants and new program mandates; and

WHEREAS, The division also experienced typist position turnovers due to retirements
or promotions. These factors created a decisive need to retain competent and optimally trained
clerical staff to support the division's mission, fulfill mandated activities, and meet time-
sensitive deadlines. Due to regulatory complexity, this support position must be familiar with
requirements of the New York State Sanitary Code Part 5 to maintain data entry in the New
York State Department of Health Safe Drinking Water Information System (SDWIS) promptly
and consistently; and

WHEREAS, The incumbent has developed skills and strategies necessary to mentor and
supervise new typists, thus ensuring that data entry, services, time-sensitive reports and
correspondence are achieved for the continuous operation of proficient services and to protect
public health; and

WHEREAS, It is critical to retain an experienced senior typist to continue to train and
direct competent environmental support staff as part of the division's restructuring and
succession plan, and

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

RESOLVED, that Chairman of Oswego County Legislature approve the reclassification
position #409024701 from Typist to Senior Typist.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



INFORMATIONAL MEMORANDUM

Subject: Request to Typist position #409024701 to Senior Typist.

Purpose: To ensure the Environmental Health division meets the requirements for Article 6 deliverables under the Drinking Water Protection Program, our county must maintain the New York State Department of Health Safe Drinking Water Information System (SDWIS).

Summary: The Environmental Health division's Water Supply Protection Program has experienced increased workloads over the past few years due to emerging environmental contaminants and new program mandates. The division also experienced typist position turnovers due to retirements or promotions. These factors created a decisive need to retain competent and optimally trained clerical staff to support the division's mission, fulfill mandated activities, and meet time-sensitive deadlines. Due to regulatory complexity, this support position must be familiar with requirements of the New York State Sanitary Code Part 5 to maintain data entry in the New York State Department of Health Safe Drinking Water Information System (SDWIS) promptly and consistently. This position includes supervisory and training responsibilities of other support staff in the Water Supply Protection Program. The incumbent has developed skills and strategies necessary to mentor and supervise new typists, thus ensuring that data entry, services, time-sensitive reports and correspondence are achieved for the continuous operation of proficient services and to protect public health.

It is critical to retain an experienced senior typist to continue to train and direct competent environmental support staff as part of the division's restructuring and succession plan.

A budget modification is not required as the increase will be absorbed by Salaries and Wages which are underspent due to vacancies.

Recommended Action: The OCHD asks the Legislature for approval of the re-classification of Position #: 409024701 from a Typist to Senior Typist.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: **HEALTH**

DIVISION/UNIT (NUMBER): **A4090**

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

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

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

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: **Typist** Position #: **409024701**

3. Present Salary/Hourly Rate: \$ **16.07** Grade: **3**

4. Requested Title: **Senior Typist**

5. Requested Salary: _____

a. Bargaining Unit: CSEA Hourly Rate: \$17.48 Grade: 5

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

6. Percent of Federal and/or State Reimbursement: 70% Fringe Reimbursed: ☒ Yes ☐ No

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

It is crucial to retain experienced senior typists to train environmental support staff as part of the division's restructuring/succession plan. The person in this position assumed supervisory and mentoring duties during 2022 when support staff retired or promoted out of typist positions. The person in this position had extensive supervisory and managerial experience prior to working for environmental. The incumbent has developed skills and strategies to train other support staff to ensure that services, time-sensitive reports, and correspondence are achieved to protect public health.

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

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

NEW POSITION DUTIES STATEMENT

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

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

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE County Health Department	DIVISION, UNIT, OR WORK SECTION Environmental Health	LOCATION OF POSITION Oswego County Health Department
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested: Senior Typist		
PERCENT OF WORK TIME		
45%	Water Program This support position supervises and trains typists in the public drinking water program. Duties include ensuring that data entry is completed for New York State's Safe Drinking Water Information System (SDWIS), including microbiological and analyte laboratory results, permitted system water operation reports, and maximum contaminant level violations. In addition, this position is responsible for tracking mandatory Part 5 public notification mailings/responses and maintaining facility water sample schedules. The incumbent serves on the water committee and develops procedures for processing water reports including staff paper flow. The incumbent created a dedicated water program email account to accommodate facilities required to submit water monitoring reports and water sample schedules. Serves as water committee member to develop procedures for processing water reports, including staff paper flow. The incumbent developed a dedicated water email account to accommodate the submission of water monitoring and sample results required under NYSSC Part 5. Fields all drinking water calls coming into environmental, monitors environmental drinking water email system and forwards to appropriate professional staff. Initiates RTCR MCL investigation paperwork for distribution to professional staff. Serves as the front-line position for fielding all calls coming in to the main environmental phone line. Monitors the central health department email system and forwards such to the appropriate division.	
25%	Complaint Program The incumbent coordinates the environmental health nuisance complaint program. Prepares correspondence and organizes files for legal action by the county attorney. Prepares reports for the director and Board of Health. The incumbent co-developed a database for entering a narrative of each complaint in real-time so staff can access up-to-date information. The incumbent organized the closed complaint files for easier access. Please note the second support person familiar with the nuisance complaint program is eligible for retirement.	
15%	FOIA Receives, tracks, researches, and processes environmental records for FOIA requests filed by the public seeking files and information relating to private and public properties including septic, water, facility complaint history, violation history, chemical spills, and other information collected and retained by the environmental health division.	
10%	Filing Maintains environmental health's in-house filing system for mobile home parks, Adolescent Tobacco Use Prevention Act, Agriculture and Markets facilities, and all public drinking water systems. The incumbent devised a place-holder file system whereby multiple users can immediately identify who removed the folders from the main file cabinets and thus eliminate time lost trying to locate folders and documents.	
5%	Other duties: Participates in County rabies vaccination clinics. Participates in radiation preparedness drills. Co-coordinates training workshops for community water system certified water operators. Assists facility operators with paperwork and permit applications including food, mobile home parks, and other regulated facilities. Performs other duties as assigned.	
(Attach additional sheets if more space is needed)		

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

NAME	TITLE	TYPE OF SUPERVISION
Walker, Melissa	Principal Clerk	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
Vacant	Typist	Direct

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

NAME	TITLE	LOCATION OF POSITION
Annette Hulbert	Senior Typist	Health

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

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

Experience (list amount and type):

Essential knowledge, skills and abilities: Knowledge of environmental health principles, practices, sanitation laws & regulations; basic computer skills including Microsoft Word, Excel, PowerPoint software; ability to develop and maintain good public relations, prepare reports, communicate effectively both orally and in writing.

Type of license or certificate required:

7. The above statements are accurate and complete.

Date:

Title:

Signature:

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

RESOLUTION NO. 341

**RESOLUTION AUTHORIZING HEALTH DEPARTMENT TO INITIATE
CLOSURE PROCEDURES FOR THE PULASKI DIAGNOSTIC AND TREATMENT
CENTER AND SURRENDER THE LICENSE**

By Legislator James Karasek:

WHEREAS, Oswego County Health Department is requesting approval to surrender the license and submit a closure plan for the Diagnostic and Treatment (D&T) center Pulaski location under NYS DOH direction; and

WHEREAS, On October 3, 2022, after our Diagnostic and Treatment Center state audit, it was brought to our attention that we should submit a closure plan and surrender our license for our D&T Center Pulaski location due to services no longer being provided there; and

WHEREAS, The license held for the Main Health Complex covers all services provided throughout the county so there is no need to have two separate D&T licenses; and

NOW, upon recommendation of the Health Committee of this body, be it hereby

RESOLVED, The OCHD asks the Legislature for approval of initializing closure procedures for the Oswego County D&T Center Pulaski location, following the state healthcare rules and regulations.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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



INFORMATIONAL MEMORANDUM

Subject: Oswego County Health Department is requesting approval to surrender the license and submit a closure plan for the Diagnostic and Treatment (D&T) center Pulaski location under NYS DOH direction.

Purpose: The Health Department no longer provides the services listed on the operational certification at the Pulaski location. These services have not been offered at this location in over 15 years. Staff, vaccine, immunization records and supplies are housed at the Main Health Complex only. As needed, a part-time immunization clinic will be held at the Pulaski location. Staff will transport the necessary supplies and vaccines to and from the clinic, there is no need for onsite storage.

Summary: On October 3, 2022, after our Diagnostic and Treatment Center state audit, it was brought to our attention that we should submit a closure plan and surrender our license for our D&T Center Pulaski location due to services no longer being provided there. The license held for the Main Health Complex covers all services provided throughout the county so there is no need to have two separate D&T licenses.

Recommended

Action: The OCHD asks the Legislature for approval of initializing closure procedures for the Oswego County D&T Center Pulaski location, following the state healthcare rules and regulations.

RESOLUTION NO. 342

**RESOLUTION REAPPOINTING MEDICAL DIRECTOR FOR THE OSWEGO
COUNTY HEALTH DEPARTMENT**

By Legislator James Karasek:

WHEREAS, New York Codes, Rules and Regulations (NYCRR) requires reappointment every two years of a medical director for licensed facilities such as the Oswego County Health Department; and

WHEREAS, in accordance with the Oswego County Department of Public Health reappointment policy, the appropriate re-credentialing was carried out and presented to the Oswego County Board of Health; and

WHEREAS, the Board of Health voted to recommend the reappointment of Christina Liepke, M.D., as Medical Director; and

NOW, on recommendation of the Health Committee of this body, be it

RESOLVED, that the following individual be, and hereby is, appointed as the Medical Director for the Oswego County Health Department for a period of one year:

Christina Liepke, M.D.
January 1, 2023 until December 31, 2023

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



November 30, 2022

Hon. James Karasek, Dist. 22, Health Committee Chair
Oswego County Legislature
Oswego County Legislative Office Building
46 East Bridge Street
Oswego, New York 13126

**Re: Appointment of Medical Director for the Oswego County Health Department
(AMENDED)**

Dear Mr. Karasek:

After confirmation of appropriate credentials by the Oswego County Department of Health and other careful consideration, and upon recommendation of the Oswego County Interim Director of Public Health, Vera Dunsmoor, the Board hereby recommends Christina Liepke, M.D. for reappointment to the position of Medical Director for the Oswego County Health Department for a term that coincides with the term of the legislators.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mike Egan".

Mike Egan
President

cc: Vera Dunsmoor, Interim Director of Public Health
Christina Liepke, M.D.

RESOLUTION NO. 343

**RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT –
RFP 22-HLTH-003 – HOSPICE**

By Legislator James Karasek

WHEREAS the County issued a request for proposal for a vendor to purchase Oswego County's Hospice Certificate of Need (CON); and

WHEREAS, in accordance with Oswego County Purchasing Policy, Requests for Proposals (RFP 22-HLTH-003) were solicited to multiple qualified Hospice providers to Purchase Oswego County's Hospice Certificate of Need (CON); and

WHEREAS, the Oswego County Department of Health and the Oswego County Purchasing Department have reviewed the proposal received from the Visiting Nurse Association of CNY, dba, Nascentia Health at Home, 105 W. Genesee St., Syracuse, NY 13204, and determined the proposal meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, upon the recommendation of the Health Committee, the County of Oswego awards the contract for the purchase of Oswego County's Hospice Certificate of Need (CON), to the Visiting Nurse Association of CNY, dba, Nascentia Health at Home, 105 W. Genesee St., Syracuse, NY 13204 to purchase Oswego County's Hospice Certificate of Need (CON) in the amount of \$100,000, subject to any necessary approvals by the New York State Department of Health regarding the sale and transfer of the CON.

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of Oswego County Hospice Certificate of Need (CON).

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



OSWEGO COUNTY PURCHASING

46 E Bridge Street, Oswego NY 13126
 Phone (315)326-6050 Fax (315)349-8237
 Email: Holly.Carpenter@OswegoCounty.Com

RFP 22-HLTH-003 – HOSPICE

Name of Company	Location	Evaluation Rating	Purchase Proposal	Required Documentation PRCS/PIS/SHC/NCC/RFC				
Nascentia Health	1050 West Genesee Street Syracuse, NY 13204	86%	\$100,000	X	X	X	X	X

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 22-HLTH-003 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County Purchasing website on September 16, 2022. It was also sent directly to the following vendors:

- Hollis Public Affairs
- Kindred at Home
- Oswego Hospital

Number of Responses: One (1)

Visiting Nurse Association of CNY, dba, Nascentia Health at Home	Pro
	<ul style="list-style-type: none"> • Agency has home care experience. • Good transition plan. • Over 130 years in service. • Management team has Hospice experience.
	Con
	<ul style="list-style-type: none"> • Main Office Syracuse, NY.

Proposals Reviewed By:

- Becky Mackey
- Jeanne M. King
- Jennifer Walts
- Vera Dunsmoor

Evaluation Summary: The evaluation committee reviewed the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to Visiting Nurse Association of CNY, dba, Nascentia Health at Home.

Recommended Actions: The Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

Evaluation Comparison
RFP 22-HLTH-003 HOSPICE

Total Points	Evaluation Criteria	Visiting Nurse Assoc. of CNY, dba, Nascentia Health at home			
		B.M.	J.M.K.	J.W.	V.J.D
40	Evaluator Experience & Capabilities	35	35	35	35
30	Management Outline and Project Approach	30	25	30	25
10	Business & Organization	8	8	10	8
20	Cost	0	20	20	20
100	Total Points	73	88	95	88
Rating per Evaluation		86			

RESOLUTION NO. 344

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 22-HLTH-004 – ELECTRONIC MEDICAL RECORDS**

By Legislator James Karasek

WHEREAS, the County issued a request for proposal for a vendor to provide Electronic Medical Records; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 22-HLTH-004) from multiple qualified firms to provide Electronic Medical Records; and

WHEREAS, the Oswego County Department of Health and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Patagonia Health, Inc., 15100 Weston Parkway, Suite 204, Cary, NC 27513, meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Health Committee that the County of Oswego awards the professional service contract for providing Electronic Medical Records, to Patagonia Health, Inc., 15100 Weston Parkway, Suite 204, Cary, NC 27513 to not exceed the cost of \$31,050 for the implementation fee, \$10,000 for the training fee, and \$2,025 for the monthly charge; and be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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



OSWEGO COUNTY PURCHASING

46 E Bridge Steet, Oswego NY 13126
 Phone (315)326-6050 Fax (315)342-2468
 Email: Purchasing@oswegocounty.Com

RFP 22-HLTH-004 – ELECTRONIC MEDICAL RECORDS

Name of Company	Location	Evaluation Rating	Fees	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Data Systems Integration Group, Inc.	385 Metro Place S. Dublin, Ohio 43017	68.3	A = \$107,900 B = \$ 5,000 C = \$ 9,500	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
E*Health Line, Inc.	2450 Venture Oaks Way, Suite 100 Sacramento, CA 95833	83.3	A = \$83,200 B = \$17,300 C = \$ 8,150	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Medicalistics, LLC	14850 Montfort Dr., Suite 295 Dallas, TX 75254	50.0	A = \$126,173.19 B = \$ 19,200.00 C = \$ 2,629.14	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Medicat, LLC	303 Perimeter Center N, Suite 450 Atlanta, GA 30346	61.7	A = Waived B = Waived C = 65,000 annual	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Mitchell & McCormick, Inc. (MMI)	One W. Court Square, Suite 700 Decatur, GA 30030	71.7	A = \$153,583.30 B = \$ 25,664.27 C = \$ 10,246.29	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td></td></tr></table>	X	X	X	X	
X	X	X	X						
Patagonia Health, Inc.	151 Weston Parkway, Suite 204 Cary, NC 27513	100.0	A = \$31,050 B = \$10,000 C = \$ 2,025	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Softbir, Inc.	7345 Woodland Dr., Suite B Indianapolis, IN 46278	38.3	A = \$195,000 B = \$ 35,000 C = \$ 20,000	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

A = Implementation Fee, B = Training Fee, and C = Monthly Charge

Solicitation Process: RFP 22-HLTH-004 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County Purchasing website on September 23, 2022. It was also sent directly to the following vendors:

- NetSmart (current vendor)
- Patagonia Health, Inc.

RFP 22-HLTH-004 ELECTRONIC MEDICAL RECORDS (continued)

Number of Responses: One (7)

Proposals Reviewed By: Jodi Martin, Jennifer Purtell, and Jennifer Walts

Evaluation Summary: The evaluation committee reviewed the one submitted proposal and recommends awarding the contract to Patagonia Health, Inc.

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

Schedule A

Evaluation Comparison

RFP 22-HLTH-004 - ELECTRONIC MEDICAL RECORDS

Total Points	Evaluation Criteria	Data Systems Integration Group, Inc.			E*HealthLine.com, Inc.			Medicalistics, LLC			Medicat, LLC			Mitchell & McCormick, Inc. (MMI)		
		JM	JP	JW	JM	JP	JW	JM	JP	JW	JM	JP	JW	JM	JP	JW
40	Evaluator Experience & Capabilities	30	30	30	40	30	40	40	40	40	30	30	40	40	40	40
30	Management Outline and Project Approach	30	30	25	30	30	30	0	0	0	0	15	10	20	20	25
10	Business & Organization	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
20	Cost	0	0	0	10	10	0	0	0	0	10	10	10	0	0	0
100	Total Points	70	70	65	90	80	80	50	50	50	50	65	70	70	70	75
Rating per Evaluation		68.3			83.3			50.0			61.7			71.7		

Total Points	Evaluation Criteria	Patagonia Health, Inc.			Softbir, Inc.		
		JM	JP	JW	JM	JP	JW
40	Evaluator Experience & Capabilities	40	40	40	20	20	40
30	Management Outline and Project Approach	30	30	30	0	0	5
10	Business & Organization	10	10	10	10	10	10
20	Cost	20	20	20	0	0	0
100	Total Points	100	100	100	30	30	55
Rating per Evaluation		100.0			38.3		

JM = Jodi Martin

JP = Jennifer Purtell

JW = Jennifer Walts

RESOLUTION NO. 345

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. 1122 — ERF BOILER
#2 STEAM DRUM REPAIR**

By Legislator Stephen Walpole:

WHEREAS, the Oswego County Energy Recovery Facility is a solid waste incineration facility operated by the Department of Solid Waste; and

WHEREAS, the Energy Recovery Facility requires immediate repair of its Heat Recovery Steam Generator (Boiler #2) steam drum in order to resume full plant operations; and

WHEREAS, the Department of Solid Waste has determined that funds in the amount of Five Hundred Thousand (\$500,000.00) Dollars may be required to complete necessary repairs; now,

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

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

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

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 345 of 2022

H529000 1122	\$500,000.00
H450310 1122	(\$500,000.00)
CL 159900	(\$500,000.00)
CL8161 599014	\$500,000.00



Oswego County Department of Solid Waste

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

FROM: Carl Schmidt, Acting Director of Solid Waste Programs

RE: Establishment of Capital Project - ERF Boiler #2 Steam Drum Repair

DATE: November 16, 2022

The Department of Solid Waste is planning to perform a repair to its #2 Heat Recovery Steam Generator (Boiler #2) which has sustained failure of its steam drum as the result of cracking in several tube sheet ligaments between steam generating tubes nozzles.

On October 28, 2022, upon performing a hydrostatic test of the same boiler at the conclusion of a planned maintenance shutdown, significant cracking was found in the generating section of the boilers steam drum. This equipment casualty renders the boiler unusable pending a major repair and recertification of the boiler. The repair will constitute a non-routine repair under NY boiler code and must be performed by an ASME certified organization.

As currently contemplated, the repair will comprise removal and replacement with a flush patch of approximately 36" x 36" of the boiler drum's 2-1/8" steel tube sheet. The department estimates that a full repair will have a significant cost, on the order of several hundreds of thousands of dollars. A vendor is currently compiling information to provide a more precise estimate but the same information is not immediately available.

A claim has been filed with the County's insurance provider covering this equipment and it is anticipated that the majority of the repair cost and potential business interruption costs will be covered by the same policy. However, in the meantime, it is in the department's best interest to immediately start mobilizing to begin the repair. The department proposes establishing a separate capital project for the purpose of funding this boiler repair and tracking expenditures subject of insurance coverage. To cover repair costs pending resolution of the insurance claim, the department proposes a transfer of Five Hundred Thousand (\$500,000.00) Dollars into the proposed capital project fund from the Department of Solid Waste's unappropriated fund balance.

As with other projects proposed by the department, a fiscally conservative posture in combination with increased revenue from tipping fees in recent years have allowed the department to accumulate a healthy unappropriated fund balance to support the capital repairs outlined above. Accordingly, the Department of Solid Waste is requesting the establishment of a capital project to for Energy Recovery Facility-Boiler #2 Steam Drum Repair and a corresponding budget transfer from unappropriated funds into the same capital project.

Bristol Hill Landfill - 3125 NYS 3, Fulton, NY 13069	315-591-9200
Energy Recovery Facility - 2801 NYS 481, Fulton, NY 13069	315-591-9280

12/15/2022

COMMITTEE SIGNATURES	DATE
Stefan [Signature]	11/29/22
John G. [Signature]	11/29/22
[Signature]	11/29/22
[Signature]	11/29/22
Lynda Lockwood	11/29/22
[Signature]	11/29-22
[Signature]	11-29-22

COMMITTEE SIGNATURES _____ DATE _____

DATE _____

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO.

**RESOLUTION INCREASING AUTHORIZATION OF
CAPITAL PROJECT NO. CO 322 – B&G ROOF REPLACEMENT**

By Legislator Stephen Walpole:

WHEREAS, this body has heretofore established Capital Project No. CO 322 – B&G Roof Replacement with a maximum authorization of \$ 50,000.

WHEREAS, the Buildings and Grounds Superintendent has identified the need to increase the authorization of Capital Project No CO 322 – B&G Roof Replacement by \$ 400,000.

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 \$400,000 from Appropriated Fund Balance to Capital Project # CO 322 B&G Roof Replacement and be it further

RESOLVED, that the Treasurer is hereby authorized to transfer \$400,000 from Appropriated Fund Balance to Capital Project No. CO 322 – B&G Roof and that the project is hereby authorized for the maximum expenditure as indicated.

Capital Project

Total Authorization

CP # CO 322 B&G Roof Replacement

\$ 450,000

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification

Res. 346 of 2022

H529000 C0322	\$400,000.00
H450310 C0322	(\$400,000.00)
A159900	(\$400,000.00)
A599014	\$400,000.00



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 # CO 322 B&G Roof Replacement

PURPOSE: To increase the authorization level of Capital Project # CO 322 B&G Roof Replacement by \$ 400,000 using funding from Building Renovations Reserves.

SUMMARY: After establishing this Capital Project, Aubertine & Currier Architects & Engineers have given Oswego County an estimated cost to replace the roof at the Buildings and Grounds office.

RECOMMENDED: I request transferring \$ 400,000 from Appropriated Fund Balance to Capital Project # CO 322 – B&G Roof Replacement.

ACTION: Transfer \$ 400,000 from Appropriated Fund Balance to Capitol Project # CO 322 – B&G Roof Replacement, which will increase the authorization level to \$ 450,000.

RESOLUTION NO. 347

**RESOLUTION AUTHORIZING EXPENDITURE FROM
CAPITAL RESERVE NO. 21 – BUILDINGS RENOVATIONS**

By Legislator Stephen Walpole:

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

RESOLVED, that the County Treasurer is hereby authorized to transfer \$ 120,000 from Appropriated Fund Balance to Capital Project No. CO 522 – DSS Restrooms Renovations that the following project is hereby authorized for the maximum expenditure as indicated.

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.

Capital Project # CO 522

Total Authorization

DSS Restrooms Renovations

\$ 120,000

**ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 347 of 2022

H529000 C0522	\$120,000.00
H450310 C0522	(\$120,000.00)
A159900	(\$120,000.00)
A599014	\$120,000.00



Rick Doten
Acting Superintendent

COUNTY OF OSWEGO
BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street
Oswego, New York 13126

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

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project to renovate the restrooms at the Department of Social Services.

PURPOSE: Renovate all the restrooms at the Department of Social Services.

SUMMARY: The bathrooms at the Department of Social Service building located at 100 Spring Street, Mexico, New York are in needed of extensive renovations. The restrooms have not been renovated in over twenty-five years and required fixtures, stalls, and flooring. Excluding the new flooring, most of the work will be completed by the Buildings and Grounds maintenance staff.

RECOMMENDED: I respectfully request \$ 120,000 be transferred from Appropriated Fund Balance to Capital Project No. CO 522 DSS Restrooms Renovations.

ACTION: To transfer \$ 120,000 from Appropriated Fund Balance to Capital Project No. CO 522 DSS Restrooms Renovations.

COUNTY OF OSWEGO

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
H	529000	C0522				CP C0522 - Restroom Renovation DSS	120,000.00
			H	450310	C0522	CP# C0522 Interfund Transfer	(120,000.00)
A	159900					General Fund - Appropriated Fund Balance	(120,000.00)
			A	599014		Interfund Transfer	120,000.00
TOTAL AMOUNT							

COMMITTEE SIGNATURES DATE

DATE _____

Sydney W. Ch	11/29/22
Dan P. Wt	11/29/22
Don M	11/29/22
R. W. Ward	11/29/22
Linda Dockwood	11/29/22
Gus Wk	11-29-22
P. E. E. E.	11. 29. 22

COUNTY TREASURER

DATE _____

~~PERSONNEL DIRECTOR~~

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 348

**RESOLUTION AUTHORIZING BUDGET MODIFICATION CENTRAL
SERVICES — IT EXPENSES**

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 DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 348 of 2022

A1680 511000	(\$7,000.00)
A1680 512000	(\$1,000.00)
A1680 526000	(\$2,000.00)
A1680 543800	(\$3,000.00)
A1680 543700	(\$2,500.00)
A1680 542200	\$15,000.00
A1680 514300	\$500.00



Greg Powlin
Director

COUNTY OF OSWEGO
CENTRAL SERVICES DEPARTMENT

39 Churchill Road
Oswego, New York 13126

Phone: (315) 349-3526

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Transfer to Supplement IT Repairs & Maintenance and Additional Hours

PURPOSE: Transfer \$7,000 from A1680 511000 Salaries and Wages budget line, \$500 from A1680 512000, \$2,000 from A1680 526000 Other Equipment, \$3,000 from A1680 5438 Other Fees & Services, and \$2,500 from A1680 543700 Consulting to A1680 542200 Repairs & Maintenance line to cover expenses through year-end such as copier consumables charges, subscriptions, and support contract renewals. Transfer \$500 from A1680 512000 Overtime payment to A1680 514300 Additional hours to cover additional hours worked.

SUMMARY: This budget transfer is needed to cover increased costs in the Central Services budget account covering subscriptions, software and hardware support agreement renewals, and recurring consumable charges, and to supplement the Additional Hours account.

RECOMMENDED ACTION: I respectfully request transferring a combined \$15,000 from A1680 511000, A1680 512000, A1680 526000, A1680 543800, and A1680 5437000 to A1680 542200 to cover 2022 expenses through the remainder of the year. As well as transferring \$500 from A1680 512000 to A1680 514300 to cover additional hours through the remainder of the year.

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A1680	511000					Salaries and Wages Reg	(7,000.00)
A1680	512000					Overtime Payments	(1,000.00)
A1680	526000					Other Equipment	(2,000.00)
A1680	543800					Other Fees & Services	(3,000.00)
A1680	543700					Consulting	(2,500.00)
			A1680	542200		Repairs & Maint Equip	15,000.00
			A1680	514300		Additional Hours	500.00
TOTAL AMOUNT							-

COMMITTEE SIGNATURES	DATE
Steve [Signature]	11/29/22
Joe [Signature]	11-29-22
[Signature]	11/29/22
[Signature]	11/29/22
Sandra Lockwood	11/29/22
[Signature]	11-29-22
[Signature]	11-29-22

TOTAL AMOUNT		
COUNTY TREASURER	DATE	
PERSONNEL DIRECTOR	DATE	11 29 22
COUNTY ADMINISTRATOR	DATE	11-29-22
DEPARTMENT HEAD	DATE	

RESOLUTION NO. 349

**RESOLUTION AUTHORIZING THE EXECUTION OF TWO EASEMENTS ON
CERTAIN TERMS TO THE VILLAGE OF MEXICO**

By Legislator Walpole:

WHEREAS, the Village of Mexico provides water to its residents; and

WHEREAS, the Village of Mexico has received funding from the NYS Environmental Facilities Corporation and the USDA to make improvements to the well, replace the water storage tank and for the installation of mains, valves, hydrants and laterals within the village; and

WHEREAS, the County of Oswego is the owner of certain properties (Tax Parcel Nos.: 134.14-02-01 and 134.14-02-14) in the Village of Mexico and the village has requested both temporary and permanent easements across same to install new water mains and appurtenances; and

WHEREAS, an easement is both necessary and desirable,

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

RESOLVED, that the Chairman of the County Legislature be and is hereby authorized to execute two temporary and permanent easements to the Village of Mexico, in acceptable form to the County Attorney, across county-owned lands (Tax Parcel Nos.: 134.14-02-01 and 134.14-02-14) for the installation of a water main and appurtenances as more particularly shown on the annexed maps; and, it is further

RESOLVED, that as these easements are in the public interest, the consideration therefor shall be ONE DOLLAR.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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

TAX PARCEL NO.
134.14-01-05.1
COTTET, JOHN & TAMMY

SPRING

L. NO.
06.2
11 JR.
N

5593

TAX PARCEL NO.
134.14-01-06.1
BOYZUCK, EDWARD

Water Valve
Paved over drive
hole work
Sanitary Manhole
Paved Over

Sanitary Manhole
Rim 389.31'
8" Inv in 389.46'
8" Inv out 389.26'

Invert
394.4'

Asphalt
Drive

Invert
393.7'

Concrete Walk

Invert
390.8'

Invert
389.7'

Concrete Outfall

Concrete Walk

4" 0'

12" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

4" 0'

TAX PARCEL NO.
134.14-02-01
OSWEGO COUNTY

TAX PARCEL NO.
134.14-02-02
BAKER, FOSTER & SUSAN

109

Catch Basin
Rim 392.57'
15" Inv in 390.25'
15" Inv out 392.30'

Storm Manhole
Rim 391.41'
15" Inv in 390.30'
15" Inv out 391.50'

Sanitary Manhole
Paved Over

BCA
ARCHITECTS
ENGINEERS

Bernier, Carr & Associates,
Engineers, Architects
and Land Surveyors, P.C.

327 Mullin Street, Watertown, NY 13601
(315) 782-8130 - WWW.THEBCGROUP.COM

COPYRIGHT 2022 - BERNIER, CARR & ASSOCIATES, ENGINEERS,
ARCHITECTS AND LAND SURVEYORS, P.C. IT IS A VIOLATION UNDER THE
NEW YORK STATE EDUCATION LAW FOR ANY UNAUTHORIZED
ALTERATIONS TO THIS DOCUMENT AS PER ARTICLE 145 AND 147.

** FOR REFERENCE ONLY **

LEGEND



10' PERMANENT EASEMENT



20' TEMPORARY EASEMENT



TAX PARCEL LINE

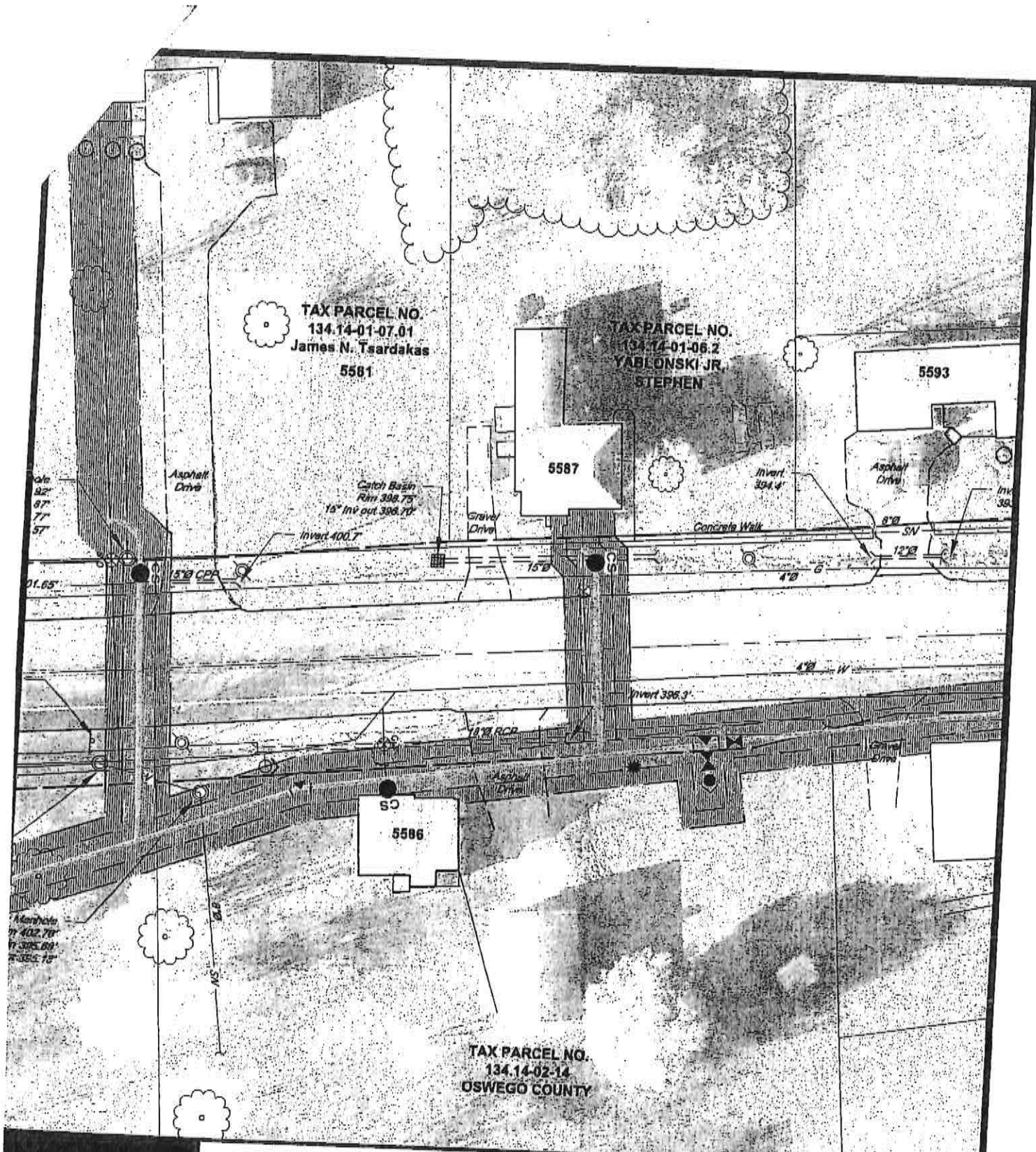


ROADWAY MARGIN



NEW WATER MAIN

#1








BCA
ARCHITECTS
ENGINEERS

Bernier, Carr & Associates,
Engineers, Architects
and Land Surveyors, P.C.
327 Mullin Street, Watertown, NY 13601
(315) 782-8130 - WWW.THEBCGROUP.COM

COPYRIGHT 2022 - BERNIER, CARR & ASSOCIATES, ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. IT IS A VIOLATION UNDER THE NEW YORK STATE EDUCATION LAW FOR ANY UNAUTHORIZED ALTERATIONS TO THIS DOCUMENT AS PER ARTICLE 145 AND 147.

**** FOR REFERENCE ONLY ****

LEGEND

-  10' PERMANENT EASEMENT
-  20' TEMPORARY EASEMENT
-  TAX PARCEL LINE
-  ROADWAY MARGIN
-  NEW WATER MAIN

RESOLUTION NO. 350

**RESOLUTION REESTABLISHING PREQUALIFIED LISTS OF CERTAIN
PROFESSIONAL SERVICE FIRMS**

By Legislator John Martino

WHEREAS the County regularly requires Engineering, Architectural, and Computer services related to various projects throughout the County; and

WHEREAS, Oswego County issued Request for Qualifications #22-PURC-001 for proposals to prequalify firms in accordance with County Policy 2022-19; and

WHEREAS, Oswego County Purchasing evaluated and assessed the responses of both established and new firms; and

WHEREAS, the Finance and Personnel Committee recommends the establishment of the 2023 prequalified listing;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Finance and Personnel Committee that the County of Oswego authorizes a listing of selected professional service firms to be used as outlined in Purchasing Policy PRP 2022-19, Schedule B.

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126

Phone (315) 326-6050 Fax (315) 349-8237

Email: Holly.Carpenter@oswegocounty.com

Holly F. Carpenter
Purchasing Director

Cheyenne Kurtz
Purchasing Clerk

Jennifer Kline
Senior Purchasing Clerk

INFORMATIONAL MEMORANDUM

TO: Oswego County Legislature
FROM: Holly F. Carpenter
DATE: December 15, 2022
RE: Prequalified Listing - 2023

SUBJECT: Authorization from the Oswego County Legislature for the Purchasing Department to renew a prequalified professional service listing of firms to be used during 2023 to purchase engineering, architectural, and computer services.

PURPOSE: Purchasing and contracting for needed professional services must be done conforming to Oswego County PRP 2022-19. This policy requires an annual legislative approval of a prequalified list of firms for certain professions.

SUMMARY: This listing is used primarily by our Energy Recovery Facility and our Highway and B&G departments to purchase needed expertise quickly.

RECOMMENDED ACTION: The Purchasing Department requests the Oswego County Legislature approve the attached listing of professional service firms, per the Oswego County Purchasing Policy.

Prequalified Engineering Firms for 2023

Firm	Address	City	State	Zip	Phone	Fax	E-mail Address	Website	M/WBE
Aubertine & Currier	522 Bradley Street	Watertown	NY	13601	315-782-2005	315-782-1472	ria@aubertinecurrier.com	www.aubertinecurrier.com	WBE
Barton & Leguizache	443 Electronics Parkway	Liverpool	NY	13088	315-457-5200	315-451-0052	bgray@bartonandleguizache.com	www.bartonandleguizache.com	
BCA Architects & Engineers	327 Mallin Street	Watertown	NY	13601	315-782-8130		kreinhardt@thebcgroup.com	www.thebcgroup.com	
C & S Engineers, Inc.	499 Col. Eileen Collins Blvd.	Syracuse	NY	13212	315-455-2000	315-455-9667	contactus@cscos.com	www.cscos.com	
CHA Consulting, Inc.	One Park Place, 300 South State St, Suite 600	Syracuse	NY	13202	315-471-3920	315-471-3569	ltasheer@chacompanies.com	www.chacompanies.com	
EDR	217 Montgomery Street, Suite 1100	Syracuse	NY	13202	315-471-0688		jstewart@edrdoc.com	www.edrdoc.com	WBE
Foitt-Albert Associates	295 Main Street, Suite 200	Buffalo	NY	14203	716-856-3933		jseitz@foitt-albert.com	www.foitt-albert.com	
Humbley Civil and Environmental Eng.	8232 Loop Road	Baldwinsville	NY	13027	315-638-8587	315-638-9740	jessepunley@plumeyeng.com	www.plumeyeng.com	
Prudent Engineering	6390 Fly Road	E. Syracuse	NY	13057	315-748-7700	315-748-7780	jdrote@prudenteng.com	www.prudenteng.com	D/MBE
Ram-Tech Engineers, P.C.	6100 Fairway Dr, PO Box 10	Syracuse	NY	13211	315-463-7716	315-463-7716 Ext 2	rranian@ramtechengineers.com	www.ramtechengineers.com	MBE
Shumaker Consulting	143 Court Street	Binghamton	NY	13901	607-798-8081	607-798-8186	info@shumakerengineering.com	www.shumakerengineering.com	WBE

Prequalified Architecture Firms 2023

Firm	Address	City	State	Zip	Phone	Fax	E-mail Address	Website	MWBE
Aubertine & Carrier	522 Bradley Street	Watertown	NY	13601	315-782-2005	315-782-1472	ria@aubertinecarrier.com	www.aubertinecarrier.com	WBE
BCA Architects & Engineers	327 Mullin Street	Watertown	NY	13601	315-782-8130		kreinhart@thebcgroup.com	www.thebcgroup.com	
Bell & Spina Architects	215 Wyoming Street	Syracuse	NY	13204	315-488-0377	315-487-5947	info@bellandspina.com	www.bellandspina.com	
CHA Consulting, Inc.	One Park Place	Syracuse	NY	13202	315-471-3920	315-471-3569	itrasine@chacompanies.com	www.chacompanies.com	
Foit-Albert Associates	705 Main Street, Suite 200	Buffalo	NY	14203	716-856-3933		jseitz@foit-albert.com	www.foit-albert.com	

Prequalified Computer Firms for 2023

Firm	Address	City	State	Zip	Phone	Fax	E-mail Address	Website	MWBE
Black Creek Integrated Systems Corp	2900 Cresswood Blvd, PO Box 101747	Irondale	AL	35210	205-949-9900	205-949-9910	Ulanolhear@blackcreekisc.com	www.blackcreekisc.com	

RESOLUTION NO. 351

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DISTRICT
ATTORNEY'S OFFICE – OTHER FEES AND SERVICES & MEDICAL FEES**

By Legislator John Martino:

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 is hereby authorized to transfer \$121,000 from Appropriated Fund Balance to A1185-543500 (\$100,000) and A1185-543800 (\$21,000) 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 DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 351 of 2022

A159900	(121,000.00)
A1185 543800	\$21,000.00)
A1185 543500	\$100,000.00

DATE: December 1, 2022
TO: Oswego County Legislature
FROM: Gregory Oakes, District Attorney

INFORMATIONAL MEMO

SUBJECT: Budget Modification – DA Office (Coroner)

PURPOSE: To transfer money from the Unappropriated Fund Balance to cover incurred and anticipated expenses for FY 2022 related to the Coroner's Office.

SUMMARY: In FY 2020, the Coroner's Office incurred additional expenses related to autopsies and the removal of bodies that greatly exceeded the budgeted amount. These expenses were due, at least in part, to increased deaths associated with Covid-19, to include natural deaths that occurred because individuals could not get or did not seek necessary medical care.

The additional costs incurred in 2020 were paid out of the Coroner Budget in 2021, creating a shortfall at the end of that fiscal year. The FY 2021 shortfall was then paid out of the 2022 budget earlier this year. These costs were beyond the control of the Coroner due to the pandemic and were incurred for a mandated service.

The Coroner's Office does not have sufficient remaining funds in the FY 2022 budget to pay invoices that have been received for services already rendered by the Onondaga County Medical Examiner's Office (autopsies) and Menters Ambulance (removal / transport) in September and October of 2022. Nor are there funds to pay anticipated costs for those services for November and December 2022.

To cover the incurred and anticipated expenses for the Onondaga County Medical Examiner's Office, the Legislature will need to transfer \$100,000 from the Unappropriated Fund Balance (A159900) to Line A1185-543500 (Medical Fees) in the Coroner Budget. To cover incurred and anticipated expenses for Menters Ambulance, the Legislature will need to transfer \$21,000 from the Unappropriated Fund Balance (A159900) to Line A1185-543800 (Other Fees & Services).

RECOMMENDED

ACTION: It is recommended that the Oswego County Legislature transfer \$100,000 from the Unappropriated Fund Balance (A159900) to Line A1185-543500 (Medical Fees) and also transfer \$21,000 from the Unappropriated Fund Balance (A159900) to Line A1185-543800 (Other Fees & Services).

From

COMMITTEE SIGNATURES

DATE

COUNTY ADMINISTRATOR	DATE
<i>Angela R. [Signature]</i>	12/1/22
DEPARTMENT HEAD	DATE

RESOLUTION NO. 352

RESOLUTION INCREASING EXISTING APPROPRIATIONS FOR VARIOUS FUNDS IN SEVERAL OFFICES AND DEPARTMENTS

By Legislator John Martino:

WHEREAS, it has become necessary to increase the existing appropriations for various funds for the year 2022, in the several offices and departments set forth in the Tabulation at the close of business for 2022; and

WHEREAS, there now exists unencumbered balances and other funds sufficient to meet the necessary increases for said funds.

Now, on recommendation and approval of the Finance and Personnel Committee of this body; be it

RESOLVED, that pursuant to Section 363 and Section 364 of the County Law, the County Treasurer be, and he hereby is, authorized to increase and adjust the existing appropriations for the various funds in the several offices and departments in accordance with the Tabulation as of the close of business for 2022 unencumbered balances in other funds sufficient to meet said adjustments; and be it further

RESOLVED, that the County Treasurer be, and he hereby is authorized, empowered and directed to take whatever steps he deems necessary and proper to effectuate the purpose and intent of this resolution; and be it further

RESOLVED, that certified copy of this resolution delivered to the County Treasurer shall be his authority to effectuate this resolution.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

RESOLUTION NO. 353

**RESOLUTION ESTABLISHING THE 2022 COUNTY EQUALIZATION RATES
FOR TOWNS AND CITIES WITHIN OSWEGO COUNTY**

By Legislator David Holst:

WHEREAS, earlier this year the State of New York Department of Taxation and Finance, Office of Real Property Tax Services established the county equalization rates for the municipalities in the County listed below.

NOW, on recommendation of the Government, Courts & Consumer Affairs Committee and approval of the Finance & Personnel Committees of this body, be it

RESOLVED, that the several tax districts of the County of Oswego are hereby ascertained to be assessing the real property and improvements thereon in such several tax districts, upon the following equalization rates:

OSWEGO COUNTY LEGISLATURE	County of Oswego	85.14
	City of Fulton	100.00
	City of Oswego	92.00
	Town of Albion	100.00
	Town of Amboy	86.00
	Town of Boylston	76.00
	Town of Constantia	79.00
	Town of Granby	85.00
	Town of Hannibal	79.12
	Town of Hastings	96.00
	Town of Mexico	80.00
	Town of Minetto	87.00
	Town of New Haven	89.50
	Town of Orwell	89.00
	Town of Oswego	80.00
	Town of Palermo	100.00
	Town of Parish	84.00
	Town of Redfield	85.00
	Town of Richland	67.00
	Town of Sandy Creek	82.48
	Town of Schroepfel	65.00
	Town of Scriba	81.65
	Town of Volney	80.00
	Town of West Monroe	100.00
	Town of Williamstown	82.00

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

List of Certified 2022 State Equalization Rates

Mr. Matthew Bacon , Clerk
Oswego County Legislature
County Office Building
46 East Bridge Street
Oswego, NY 13126

Subpart 8186-2 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York specifies that a certified statement setting forth the final State equalization rate for each municipality shall be filed with the clerk of the legislative body of the county.

Listed below are final State equalization rates for the 2022 assessment rolls which have been established to date for the municipalities in your county. If a final equalization rate for a municipality has been certified to you and subsequently rescinded this is also noted.

Municipal Code	Municipal Name	State Equalization Rate	Date Established	County Full Valuation of Taxable Real Property
350000	County of Oswego	85.14	06/29/2022	7,158,494,261
350400	City of Fulton	100.00	06/10/2022	
351200	City of Oswego	92.00	05/17/2022	
352000	Town of Albion	100.00	05/17/2022	
352200	Town of Amboy	86.00	05/17/2022	
352400	Town of Boylston	76.00	06/16/2022	
352600	Town of Constantia	79.00	06/16/2022	
352800	Town of Granby	85.00	05/17/2022	
353000	Town of Hannibal	79.12	05/17/2022	
353200	Town of Hastings	96.00	06/16/2022	
353400	Town of Mexico	80.00	06/16/2022	
353600	Town of Minetto	87.00	05/17/2022	
353800	Town of New Haven	89.50	05/17/2022	
354000	Town of Orwell	89.00	05/17/2022	
354200	Town of Oswego	80.00	05/17/2022	
354400	Town of Palermo	100.00	06/10/2022	
354600	Town of Parish	84.00	05/17/2022	
354800	Town of Redfield	85.00	05/17/2022	
355000	Town of Richland	67.00	06/16/2022	
355200	Town of Sandy Creek	82.48	05/17/2022	
355400	Town of Schroepfel	65.00	05/17/2022	
355600	Town of Scriba	81.65	06/16/2022	
355800	Town of Volney	80.00	05/17/2022	
356000	Town of West Monroe	100.00	06/10/2022	

6/29/2022

List of Certified 2022 State Equalization Rates

Municipal Code	Municipal Name	State Equalization Rate	Date Established	County Full
				Valuation of Taxable Real Property
356200	Town of Williamstown	82.00	06/16/2022	

* The final State equalization rate has been rescinded, the revised State equalization rate is shown.

Villages that have adopted the provisions of Section 1402-3 of the Real Property Tax Law and have ceased to be assessing units are not listed on this report. Section 1202 of the Real Property Tax Law specifies that the State equalization rate established by the State Office for the town or county assessment roll shall be deemed to be the State equalization rate established for these villages.

I hereby certify that the State Office of Real Property Tax Services has established the State equalization rates for the 2022 assessment roll shown on this document for the above municipalities.



Brian F. Moon
Real Property Analyst 2

Mr. Corey Metz, County Director
Oswego County RPTS
46 East Bridge Street
Oswego, NY 13126

Municipal Code	Municipal Name	(A) 2021 State Equalization Rate	(B) 2022 State Equalization Rate and Status	(C) Percentage Change in Estimate of Full Value
350400	City of Fulton	86.06	100.00 Final	13.76%
351200	City of Oswego	100.00	92.00 Final	8.70%
352000	Town of Albion	100.00	100.00 Final	0.00%
352200	Town of Amboy	92.00	86.00 Final	6.98%
352400	Town of Boyston	83.00	76.00 Final	9.21%
352600	Town of Constantia	91.00	79.00 Final	15.19%
352800	Town of Granby	93.00	85.00 Final	9.41%
353000	Town of Hannibal	87.50	79.12 Final	10.59%
353200	Town of Hastings	100.00	96.00 Final	4.17%
353400	Town of Mexico	91.00	80.00 Final	13.75%
353600	Town of Minetto	100.00	87.00 Final	14.94%
353800	Town of New Haven	100.00	89.50 Final	11.73%
354000	Town of Orwell	94.00	89.00 Final	5.62%
354200	Town of Oswego	92.00	80.00 Final	15.00%
354400	Town of Palermo	92.00	100.00 Final	17.66%
354600	Town of Parish	88.00	84.00 Final	4.76%
354800	Town of Redfield	93.00	85.00 Final	9.41%
355000	Town of Richland	79.00	67.00 Final	17.91%
355200	Town of Sandy Creek	92.00	82.48 Final	11.54%
355400	Town of Schroepfel	75.00	65.00 Final	15.38%
355600	Town of Scriba	90.00	81.65 Final	10.23%
355800	Town of Volney	92.50	80.00 Final	15.63%
356000	Town of West Monroe	100.00	100.00 Final	11.06%
356200	Town of Williamstown	91.00	82.00 Final	10.98%

Column C is the percentage change in the estimate of full value between the 2021 State equalization rate and the 2022 State equalization rate due to the change in full value standard.

This percentage change is important because county and school taxes are apportioned according to a municipality's share of the full value of the county or the school. A municipality will be apportioned a larger share of the tax levy if its full value increases by a larger percentage than others, or if its full value decreases less than the decrease for other municipalities in the county or school.

The information shown in columns B and C is subject to change as other rates are established in the county. You will be sent a complete report when we have established 2022 State equalization rates for all municipalities in your county.

RESOLUTION NO. 354

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE OSWEGO
COUNTY LEGISLATURE TO ENTER INTO AN AGREEMENT WITH NEW
YORK STATE FOR THE 2023 STOP-DWI PROGRAM**

By Legislator Marc Greco:

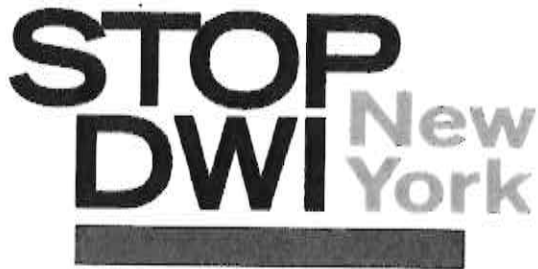
WHEREAS, the County of Oswego operates a STOP-DWI Program in cooperation with the New York State Department of Motor Vehicles; and

WHEREAS, Oswego County has participated in this program in the past and is now prepared to sign the agreement for the Program Year 2023.

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

RESOLVED, that the Chairman of the Oswego County Legislature be, and hereby is, authorized to execute the agreement as filed with the Clerk of the Legislature for the 2023 STOP-DWI Program.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0



COUNTY: OSWEGO



Name: Robert J Lighthall

Title: STOP-DWI Coordinator

Phone number: (315) 349-8304

Email address: Robert.Lighthall@OswegoCounty.com

Additional comments:

Next

COMPONENT

TOTALS

I. Enforcement*	\$ 7,062.00
II. Prosecution	\$ 127,512.00
III. Court Related	\$ 0.00
IV. Probation	\$ 2,000.00
V. Rehabilitation	\$ 0.00
VI. Public Information/Education	\$ 3,700.00
VII. Administration	\$ 56,107.00
TOTAL STOP-DWI BUDGET	\$ 196,381.00

**Do NOT include HVEC Grant Funding when reporting your budget expenses nor estimated income and other sources of revenue.*

Subtotal Estimated Fine Revenues for year 2023:	\$ 182,800.00
Subtotal Other Source(s) of Revenue**:	\$ 7,000.00
Total Estimated Revenues:	\$ 189,800.00
Enter Amount of Rollover/Fund Balance:	\$ 0.00

Are you planning to use any of your Rollover?

YES ☐ NO ☒

** List other sources of revenue.

Oswego County DWI Victim Impact Panel attendance fees: Expected revenue of \$7,000.

Oswego County STOP-DWI Expenses exceed projected Revenues for 2023. If actual expenses exceed actual revenue for the year, these expenses are covered by the county general fund to balance the budget.

Previous

Next

BUDGET SUMMARY of LAW ENFORCEMENT

(i) PERSONAL SERVICES

Funded Position(s): List Job Title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
	0 %	\$ 0.00
	0 %	\$ 0.00
	0 %	\$ 0.00
	0 %	\$ 0.00
Overtime Funding*		\$ 6,562.00
Fringes		\$ 0.00
Total Personal Services (Subtotal (A) on next page)		\$ 6,562.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment (Subtotal (B) on next page)	\$ 0.00
Vehicle	\$ 0.00
Vehicle Maintenance	\$ 0.00
Supplies	\$ 500.00
Training/Travel	\$ 0.00
Overhead: Office Rent, Telephone, and Utilities	\$ 0.00
Indirect Cost Charge(s)	\$ 0.00
Contractual Services	
<i>Must describe in detail below the contractor and services to be provided</i>	\$ 0.00
Total Other Than Personal Services	\$ 500.00
TOTAL LAW ENFORCEMENT BUDGET (i) + (ii)	\$ 7,062.00

[Previous](#)

[Next](#)

**Do NOT include HVEC Grant Funding when reporting your budget.*

HVEC Grant Funding should NOT be included in either 'Overtime Funding' nor 'Contractual Services'

ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

[illegible]

*Subtotal (A) is the overtime funding for each agency

**Subtotal (B) is the equipment amount for each agency

Do NOT include HVEC Grant Funding when reporting your budget.

Previous

Next

ENFORCEMENT ACTIVITY BUDGET (Description)

Describe in detail / explain vehicle purchase, including the name of the agency that will be obtaining the vehicle:

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

ENFORCEMENT ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

The Oswego County STOP-DWI Program purchases Blood draw kits for use by local law enforcement agencies during VTL 1192 offense investigations. This program includes monitoring the location and expiration dates of kits to ensure the most efficient use.

Please provide specific detail of the activities that will be funded in this area.

The enforcement area of the Oswego County STOP DWI Program has been greatly strained of recent due to a drastic reduction in the number of arrests and changes in various state laws. Cooperation levels with County and other local agencies improved with the implementation of multi-agency High Visibility Checkpoints. Discussions and review of the situation with local law enforcement officials indicates a drastic increase in Penal Law investigations and arrests, thus less time spent on Vehicle and Traffic Law enforcement.

The Oswego County STOP-DWI Plan is written with minimal funds allocated for police agencies. Our budget is based on austerity to being responsive in the required components of a balanced program.

BUDGET SUMMARY of PROSECUTION

(i) PERSONAL SERVICES

Funded Position(s):

List Job Title, Agency, Full or Part Time Status

	Percent Full Time Equivalent	Total
3 Assist. DA's Oswego County DA, PT	28 %	\$ 31,532.00
3 Assist. DA's Oswego County DA, FT	28 %	\$ 65,212.00
1 Typist, Oswego County DA, FT	28 %	\$ 8,107.00
	0 %	\$ 0.00

Overtime Funding

Fringes

Total Personal Services

\$ 22,461.00

\$ 127,312.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment \$ 0.00

Supplies and Materials \$ 200.00

Training/Travel \$ 0.00

Contractual Services \$ 0.00

Other (describe in detail below) \$ 0.00

Total Other Than Personal Services \$ 200.00

TOTAL PROSECUTION BUDGET (i) + (ii) \$ 127,512.00

[Previous](#)

[Next](#)

PROSECUTION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

PROSECUTION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Books and periodicals related to prosecution of DWI cases.

Please provide specific detail of the activities that will be funded in this area.

The Oswego County STOP-DWI Program has historically funded two Part-Time Assistant District Attorneys to provide swift and timely prosecutions of impaired drivers. Due to New York State changes in Discovery Rules and the Bail Reform, it is not practical for two part time attorneys to handle the responsibilities, including CAP Court. We propose to shift this funding to cover a percentage of the salary of three full time assistant district attorneys and three part time assistant district attorneys assigned to handle DWI cases. Their current caseloads are about 28% DWI arrests.

Additionally, new procedures change the clerical workload in the office. We propose to move a Co-op Typist from being 100% DWI work in the STOP-DWI Program to a position in the District Attorney's Office, including working 28% of the time on DWI cases.

These proposals maintain the current funding support of the DA's Office, while addressing duty assignment changes caused by recent state requirements.

BUDGET SUMMARY of COURT RELATED

(i) PERSONAL SERVICES

Funded Position(s): List Job Title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
	0 %	\$ 0.00
	0 %	\$ 0.00
	0 %	\$ 0.00
	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 0.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$ 0.00
Supplies and Materials	\$ 0.00
Training/Travel	\$ 0.00
Contractual Services	\$ 0.00
Other (describe in detail below)	\$ 0.00
Total Other Than Personal Services	\$ 0.00
TOTAL COURT BUDGET (i) + (ii)	\$ 0.00

[Previous](#)

[Next](#)

COURT RELATED ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

COURT RELATED ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

Although Oswego County STOP-DWI looks to work with the local, city, and county courts, no STOP-DWI funds are allocated toward these activities.

BUDGET SUMMARY of PROBATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 0.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$ 0.00
Supplies and Materials	\$ 2,000.00
Training/Travel	\$ 0.00
Contractual Services	\$ 0.00
Other (describe in detail below)	\$ 0.00
Total Other Than Personal Services	\$ 2,000.00
TOTAL PROBATION BUDGET (i) + (ii)	\$ 2,000.00

[Previous](#)[Next](#)

PROBATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

PROBATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

The Oswego County STOP-DWI Program worked with the Oswego County Probation Department for plans to develop a new criterion for probation officers to be able to offer EtG tests for alcohol in 2016. This form of testing provides an extended timeframe of detecting alcohol consumption even when the subject does not register a BAC. We see potential of this program addressing recidivism by better identifying offenders of probationary terms.

Please provide specific detail of the activities that will be funded in this area.

Since January 2005, a Victim Impact Panel has been presented through the combined efforts of STOP-DWI, and Oswego County Probation. Approximately 12 to 30 offenders attend each bimonthly panel. This program will continue to be closely monitored in 2023. Following each session offenders are requested to complete a short survey and by far, most offender surveys have been very positive.

The Oswego County Probation Department oversees the county-wide Ignition Interlock Program (Leandra's Law). The Oswego County STOP-DWI Program works closely with the Oswego County Probation Dept. in monitoring and improving the plan. The IID Program will continued to be carefully monitored throughout 2021.

The Oswego County STOP-DWI Program worked with the Oswego County Probation Department for plans to develop a new criterion for probation officers to be able to offer EtG tests for alcohol in 2016. This form of testing provides an extended timeframe of detecting alcohol consumption even when the subject does not register a BAC. We see potential of this program addressing recidivism by better identifying offenders of probationary terms.

BUDGET SUMMARY of REHABILITATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
<hr/>	0 %	\$ 0.00
<hr/>	0 %	\$ 0.00
<hr/>	0 %	\$ 0.00
<hr/>	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 0.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$ 0.00
Supplies and Materials	\$ 0.00
Training/Travel	\$ 0.00
Contractual Services	\$ 0.00
Other (describe in detail below)	\$ 0.00
Total Other Than Personal Services	\$ 0.00
TOTAL REHABILITATION BUDGET (i) + (ii)	\$ 0.00

[Previous](#)[Next](#)

REHABILITATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

REHABILITATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

Oswego County STOP-DWI had a long-term working relationship with County of Oswego Council on Alcohol and Addictions (COCOAA) presenting Project U-Turn for alcohol related traffic offenses and Project Intervention for drug related traffic offenses. COCOAA merged with Farnham during the pandemic and suspended both programs. Oswego County is not currently funding any rehabilitation programs.

BUDGET SUMMARY of PUBLIC INFORMATION/EDUCATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
	0 %	\$ 0.00
	0 %	\$ 0.00
	0 %	\$ 0.00
	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 0.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$ 0.00
Supplies and Materials	\$ 400.00
Training/Travel	\$ 1,800.00
Contractual Services	\$ 0.00
Other (describe in detail below)	\$ 1,500.00
Total Other Than Personal Services	\$ 3,700.00
TOTAL PUBLIC INFORMATION/EDUCATION BUDGET (i) + (ii)	\$ 3,700.00

[Previous](#)[Next](#)

PUBLIC INFORMATION/EDUCATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

PUBLIC INFORMATION/EDUCATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

STOP-DWI and a coalition of area Public Safety agencies have presented MOCK DWI crash scenarios at local High Schools. Law enforcement plays an important role in this message during the 'crash' investigation, death notification, and court arraignment portions. Police presence was inconsistent due to officers leaving for real emergencies. STOP-DWI provides funding for agencies' police overtime to provide one officer guaranteed. Most provide several others, but they may get called away. The STOP-DWI Plan includes \$1,000 toward police overtime for Public Information and Education.

The Oswego County STOP-DWI 2023 Plan includes limited funding for advertising. These funds are intended for possible media advertising supplementing media releases and promotion of our message. The program interacts with the public through social media pages on Facebook, Instagram, and Twitter to promote events and keep our message visible.

The budget includes funding to print brochures and material made available during presentations.

Please provide specific detail of the activities that will be funded in this area.

STOP DWI staff has operated public information and education booths at the public health fairs, corporate safety fairs, the Oswego County Fair, and Harborfest in Oswego.

Since the spring of 2006, STOP-DWI and a coalition of area Public Safety agencies have presented MOCK DWI crash scenarios at local High Schools. This presentation as developed not only contains the Crash but includes Rescue, Police field sobriety testing and arrest, County Coroner's Office, Crash Reconstruction, Death Notification, Defendant Arraignment and lastly the Funeral itself. Immerging from the pandemic during 2022 we managed to take this presentation to 2 area High Schools and were well received by School Officials, Parents and Students. Of the 9 school districts in Oswego County, 7 present the Mock Crashes biennially, while Oswego City School runs it annually. They will be continued in 2023 and a total of 5 area High Schools should be requesting this program.

In 2012, Oswego County STOP DWI staff worked closely with area SADD chapters to add their Grim Reaper Day presentation in opposite years from the Mock Crashes. Starting in the Spring of 2016, Oswego County STOP-DWI offered Resource Days, which included presentations by STOP-DWI staff and members of our local DWI Victim Impact Panel. Several local police agencies and preventative services joined to offer information and activities related to impaired driving. These activities include using alcohol and recreational marijuana impairment goggles in conjunction with floor mats, ball tosses, and driving pedal karts on serpentine cone courses. These hands-on activities are fun and draw more attention, but also are extremely educational. New state academic standards have placed time constraints on school districts to schedule activities outside of the classroom. We continue to work closely with SADD chapters and will make every effort to make a presence in the schools.

BUDGET SUMMARY of ADMINISTRATION

(i) PERSONAL SERVICES

Funded Position(s):

List Job Title, Agency, Full or Part Time Status

	Percent Full Time Equivalent	Total
STOP-DWI Coordinator, PT	100 %	\$ 30,000.00
Typist, STOP-DWI, PT	100 %	\$ 17,212.00
	%	
	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 3,612.00
Total Personal Services		\$ 50,824.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$ 0.00
Supplies and Materials	\$ 1,300.00
Training/Travel	\$ 1,400.00
Contractual Services	\$ 0.00
Other (describe in detail below)	\$ 2,583.00
Total Other Than Personal Services	\$ 5,283.00
TOTAL ADMINISTRATION BUDGET (i) + (ii)	\$ 56,107.00

[Previous](#)

[Next](#)

ADMINISTRATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

ADMINISTRATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Other administration expenses include general overhead: telephone, postage, membership dues, and reproduction of printed office supplies.

Please provide specific detail of the activities that will be funded in this area.

The Administration component of the STOP-DWI Plan includes the day-to-day operation of processing requests, invoices, vouchers, and filing required documents. Other tasks are related to compiling statistics and evaluating implementation of the various components of the program. Related expenses include telephones, postage, books and periodicals, travel, and general office supplies.

Program evaluation remains an integral part of program administration with regards to accurate assessment of program effectiveness and program needs. To effectively coordinate program activities and to enhance the understanding of the program goals within all components of the Criminal Justice System dealing with DWI's.

Previous

Clear Form

Submit

RESOLUTION NO. 355

**RESOLUTION ESTABLISHING CAPITAL PROJECT No. 1422 – CAMP ZERBE
ADA BATHHOUSE AND CAPITAL IMPROVEMENTS**

By Legislator Roy Reehil:

WHEREAS, Camp Zerbe Nature Park is the only county-owned recreational facility in the eastern half of the county, and it features an historic lodge, kettle-hole lake, playgrounds, meeting space, and nature trails; and

WHEREAS, restoration of the historic lodge has resulted in increased usage of the park for weddings, school groups, family events, and clubs; and

WHEREAS, usage of this unique facility would be maximized if ADA-accessible bathrooms and rentable cabins are constructed, trails extended and other enhancements made, estimated at a total cost of \$350,000; and

WHEREAS, Assembly Minority Leader Will Barclay has made a \$50,000 grant available toward the ADA-accessible bathhouse;

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$300,000 from Unappropriated Fund Balance to Capital Project No. 1422 and that the following project is hereby authorized for the maximum expenditure as indicated:

<u>Capital Project #1422</u>	<u>Total Authorization</u>
Camp Zerbe ADA Bathhouse and Capital Improvements	\$350,000

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification	Res. 333 of 2022
H529000 1422	\$350,000.00
H450310 1422	(\$300,000.00)
H439890 1422	(\$50,000.00)
A159900	(\$300,000.00)
A599014	\$300,000.00



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

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

To: Infrastructure & Facilities Committee
From: Philip Church, County Administrator
Date: December 6, 2022
Re: Camp Zerbe

INFORMATIONAL MEMORANDUM

PURPOSE: To establish Capital Project # 1422 – Camp Zerbe ADA Bathhouse and Capital Improvements, using \$300,000 of fund balance and a \$50,000 grant from Assembly Minority Leader Will Barclay.

SUMMARY: Camp Zerbe Nature Park, located in Williamstown adjacent to Happy Valley, is owned and operated by Oswego County. With the renovations to the lodge, there has been a surge in lodge rentals for weddings and other events. There are no bathrooms in or near the lodge. Guests must walk to the bathhouse to use the bathroom. This is a distance of nearly 80 yards through a field with no sidewalk. Construction of an ADA-accessible bathhouse adjacent to the lodge will enhance usage of the facility and be more convenient for our guests.

Currently there are no buildings that can allow for overnight accommodations. Any guests renting the facility either need to tent camp or seek lodging elsewhere. Upgrading an existing building on the property to allow for overnight accommodations would allow for guests to stay the evening, provide higher rental costs (due to overnight option), and a bigger draw to the facility.

Expansion of the existing trail system would focus on a “loop trail” that goes around the perimeter of Lake Lorraine. Additional trails can be built off the existing trail network.

Other enhancements under consideration include creating camp sites, a firing range on adjacent property, and repairs to existing support buildings.

RECOMMENDED: Establish Capital Project # 1422 -- Camp Zerbe ADA Bathhouse and Capital Improvements.

COUNTY OF OSWEGO

COMMITTEE SIGNATURES DATE

COMMITTEE SIGNATURES

DATE _____

TOTAL AMOUNT

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 356

**RESOLUTION ESTABLISHING CAPITAL PROJECT No. 1322 – LEGENDS
FIELD REPAIR AND UPGRADES**

By Legislator Tim Stahl:

WHEREAS, a unique economic development and youth recreation opportunity exists involving the county-owned softball complex known as Legends Field, which involves undertaking necessary repairs and enhancements to the facility and marketing it for regional and national tournaments; and

WHEREAS, the repairs and enhancements are estimated to require a \$2 million investment, which will extend the useful season of the facility and, through increased visitation of hundreds of families and players each season, generate an annual return on investment to the County of bed tax and sales tax revenues and increased customer expenditures for businesses.

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$2 million from Unappropriated Fund Balance to Capital Project No. 1322 and that the following project is hereby authorized for the maximum expenditure as indicated:

Capital Project #1322

Total Authorization

Legends Field Repair and Upgrade

\$2,000,000

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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

Authorized Budget Modification

Res. 356 of 2022

H529000 1322	\$2,000,000.00
H450310 1322	(\$2,000,000.00)
A159900	(\$2,000,000.00)
A599014	\$2,000,000.00



COUNTY OF OSWEGO
OFFICE OF THE COUNTY ADMINISTRATOR

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

To: Infrastructure & Facilities Committee
From: Philip Church, County Administrator
Date: December 6, 2022
Re: Legends Field

INFORMATIONAL MEMORANDUM

PURPOSE: To establish Capital Project # 1322 – Legends Field Repair and Upgrades.

SUMMARY: Oswego County owns Legends Field, a softball complex located on Churchill Road in Oswego. In recent years, the complex has been successfully managed by a tournament promoter, increasing the property's usage and economic impact to the county and local businesses. With certain repairs and enhancements and a marketing campaign, the complex has the potential to become a premier tournament site in the northeast. The advent of Micron makes the development of this softball complex a unique economic development and youth recreation opportunity.

The repairs and enhancements include improved drainage, paving and installation of artificial turf on the infields. They are estimated to require a \$2 million investment, which will extend the useful season of the facility and, through increased visitation of hundreds of families and players each season, generate an annual return on investment to the County of bed tax and sales tax revenues and increased customer expenditures for businesses.

RECOMMENDED: Establish Capital Project # 1322 – Legends Field Repair and Upgrades..

RESOLUTION NO. 357

**RESOLUTION AUTHORIZING THE REALLOCATION OF POSITIONS IN THE
DEPARTMENT OF SOCIAL SERVICES**

By Legislator John Martino:

WHEREAS, the County has identified a critical need to modify the grade of specific positions located at the Department of Social Services due to severe retention and recruitment issues that not only jeopardize public safety, but the safety of at-risk children and adults; and

WHEREAS, due to staff shortage, 55.1% of CPS Investigations are overdue, beyond the 60 day threshold, 21.4% are over 6 months old, and 1.3% are over a year old, lending to an average case load of 26.8, while 15 is the recommended amount, as of November; and

WHEREAS, the current vacancy percentage for caseworkers is 37.4%, Senior Caseworkers is 18.2%, and Case Supervisor B is 11.1%,

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

RESOLVED, that Grade 11 – Caseworker, Grade 11 – Caseworker (Spanish Speaking), Grade 12 – Senior Caseworker, and Grade 13 -- Case Supervisor B, in the County of Oswego Office Personnel Bargaining Unit be reallocated to Grade 12 – Caseworker, Grade 12 – Caseworker (Spanish Speaking), Grade 13 – Senior Caseworker, and Grade 14 – Case Supervisor B in the same County of Oswego Office Personnel Bargaining Unit, and be it further

RESOLVED, this reallocation shall take effect 1/1/23 and a certified copy of this resolution delivered to the County Treasurer, Budget Officer, and Human Resources Director shall be their authority to make such changes.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

RESOLUTION NO. 358

**RESOLUTION ADOPTING COUNTY BUDGET FOR THE FISCAL YEAR
COMMENCING JANUARY 1, 2023**

By Legislator John Martino:

PURSUANT to the formal actions taken by this body during meetings of the 2022 Legislature, in reviewing the requests and recommendations and the approved amendments thereto, for the appropriation of funds of the County General and Highway Services for the year 2023, be it

RESOLVED, that the County General Budget for the year 2023, including all County General and Highway Services, as the same was presented by the Finance and Personnel Committee, and as amended and revised by this body during the meetings thereon, be, and the same hereby is, adopted by general object number appropriation within each department, for and as the official budget for the County of Oswego for the Fiscal Year commencing January 1, 2023.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 21 NO: 1 ABSENT: 3 ABSTAIN: 0

RESOLUTION NO. 359

**RESOLUTION APPROPRIATING FUNDS IN THE 2023 BUDGET IN REGARD TO
FULL FUNDED GRANT PROJECTS**

By Legislator John Martino:

WHEREAS, a number of grant funds are presently in effect and funded through the Oswego County budget; and

WHEREAS, some of said projects carry on from year to year and are state and federal years which do not coincide with the County Budget Year; and

WHEREAS, the funds on hand in said projects and revenues anticipated should be appropriated in the 2023 budget.

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

RESOLVED, that the appropriation accounts and revenue accounts reflected in the attached transfer sheets be, and they hereby are, appropriated in the 2023 budget in accordance with the figures in said transfer sheets and the County Treasurer be, and he hereby is, authorized to make the necessary budget adjustments, entries and transfers to effectuate the intent of this resolution; and be it further

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

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:

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

RESOLUTION NO. 360

**RESOLUTION MAKING APPROPRIATION FOR THE CONDUCT OF COUNTY
GOVERNMENT FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2023**

By Legislator John Martino:

WHEREAS, this County Legislature by Resolution heretofore adopted, has approved and adopted the budget for the provision of County Government Services; now therefore be it

RESOLVED, that the several amounts, as specifically recited and reflected in the final column (total) of the respective budgets be, and the same hereby are, appropriated for the objects and purposes as so recited and specified, effective the 1st day of January, 2023.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

RESOLUTION NO. 361

**RESOLUTION AUTHORIZING CHAIRMAN AND CLERK TO HANDLE ALL
UNFINISHED BUSINESS THROUGH DECEMBER 31, 2022**

By Legislator David Holst:

Pursuant to the approval and recommendation of the Government, Courts and Consumer Affairs Committee of this body, be it

RESOLVED, that the Chairman and Clerk of the Oswego County Legislature be, and they hereby are, authorized to look after the interest of the County in all matters unfinished or in any matter which may arise which the County may be interested through the end of the calendar year 2022: Also to direct the prosecution and defense of all legal claims and proceedings in which the County may be interested and either of them are hereby authorized to verify any and all proceedings, affidavits or other papers in such actions or proceedings, to attend all highway and other meetings in which the County may be interested: Also to look after any legislation in which the County may be interested or which may affect the county.

ADOPTED BY VOICE VOTE ON DECEMBER 15, 2022:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0