

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

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OSWEGO COUNTY PROFESSIONALS ASSOCIATION, INC.

RESOLUTION NO. 021

**RESOLUTION AUTHORIZING THE CREATION OF ONE ADMINISTRATIVE
SECRETARY TEMPORARY POSITION IN FIRE ADVISORY DEPARTMENT**

By Legislator Marc Greco:

WHEREAS, a review of workload, staffing, and succession planning needs has been conducted; and

WHEREAS, the County Fire Coordinator has identified the need to create one (1) temporary Administrative Secretary position in the Fire Advisory Department to allow for training in anticipation of the current Administrative Secretary's retirement.

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

RESOLVED, that one temporary position, Administrative Secretary, Grade 20, in the Oswego County Professional Association (OCPA) be created, and be it further

RESOLVED, that 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 FEBRUARY 10, 2022:

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



OSWEGO COUNTY FIRE COORDINATORS OFFICE

720 East Seneca Street, Oswego, NY 13126

Shane P. Laws
Fire Coordinator

Office: 315.349.8800
Fax: 315-349-8810

TO: To whom it may concern

From: Shane Laws, County Fire Coordinator *SL*

DATE: 1/10/2022

RE: Temporary Filling of Administrative Secretary position

INFORMATIONAL MEMORANDUM

Subject: Request for authorization to create one temporary position within the Fire Advisory Department.

Purpose: Due to the upcoming retirement of the department's Administrative Secretary, which will present the department with a substantial loss of experience and knowledge, and the ever-increasing demands on departmental operations, this proposed request will allow the department to function efficiently and effectively while maintaining and providing continued emergency support and services to the community.

Summary: With the continued progression of administrative duties to ensure the professional and efficient operation of the department, and changes and additions to the payroll system, the need and opportunity to allow for training exists prior to the encumbered employee's retirement. The creation of the temporary position will provide the department with a staff member who will shadow and learn all key professional responsibilities of the position and will ensure continued functionality within the department.

Recommended Action: To authorize the proposed creation of a temporary Administrative Secretary position, Grade 20, in the Oswego County Professional Association (OCPA), within the Fire Advisory Department.

Fiscal Impact: There will be no fiscal impact.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Fire Advisory

DIVISION/UNIT (NUMBER): A3410

A. NEW POSITION REQUEST

1. Position Title Requested: Temporary Administrative Secretary

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

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

b. Management or OCPA – Salary Requested: \$37,670 Grade: 20

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

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

Due to the upcoming retirement of the department's Administrative Secretary, which will present the department with a substantial loss of experience and knowledge, and the ever-increasing demands on departmental operations, this proposed request will allow the department to function efficiently and effectively while maintaining and providing continued emergency support and services to the community.

Continued on attached sheet.

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

B. RECLASSIFICATION REQUEST

1. Present Title: _____ 2. Position #: _____

3. Present Salary/Hourly Rate: _____ Grade: _____

4. Requested Title: _____

5. Requested Salary: _____

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

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

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

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

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

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

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

**OSWEGO COUNTY HUMAN RESOURCES
DEPARTMENT**

NEW POSITION DUTIES STATEMENT

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

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE Fire Advisory	DIVISION, UNIT, OR WORK SECTION Fire/ERTC	LOCATION OF POSITION ERTC
2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Title requested: <i>Administrative Secretary</i>		
PERCENT OF WORK TIME		
10	Utilizes software packages to produce letters, reports, charts, graphs, spreadsheets and databases in support of department programs	
10	Schedules and arranges meetings/conferences and organizes related documents. As well as ERTC training classes and staff schedule.	
10	Records, enters, audits and maintains all payroll data	
5	Acts as central point of reference for communication and information pertaining to all aspects of department (i.e. IT, B&G, Highway, NYS OFPC)	
5	Screens callers and visitors to determine nature of the inquiry, answers questions on established policy/procedure and refers to appropriate agency staff.	
5	Opens and distributes incoming mail in accordance with staff assignments and priority. Process all outgoing mail and shipments via USPS, UPS, FedEx	
5	Supervises the preparation of information releases and coordinates with County PIO	
10	Independently prepares correspondence on behalf of the County Fire Coordinator, Deputy Fire Coordinators, Fire Investigator, etc.	
15	Installs standard office procedures and methods and instructs staff in their application.	
10	Assist Fire Coordinator with annual budget process, tracks budget lines and process all purchase orders and vouchers.	
(Attach additional sheets if more space is needed)		

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

NAME	TITLE	TYPE OF SUPERVISION
Shane Laws	County Fire Coordinator	Director of Dept.

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

NAME	TITLE	TYPE OF SUPERVISION
See attached list		

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
Laurie Ascenzi-Spicer	Admin. Secretary	ERTC/ Retiree as of 2/25/2022

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

Education: ☒ High School 5 years
☐ College _____ years, with specialization in _____
☐ Other _____ years, with specialization in _____

Experience (list amount and type):

This position reports to the County Fire Coordinator and requires the incumbent to perform complex secretarial and administrative duties to ensure the professional and efficient operation of the department. The position requires independent judgment and the knowledge of department policies and procedures.

Essential knowledge, skills and abilities:

See attached duties list.

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 1/10/2022

Title: County Fire Coordinator

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:

A # 5 Justification continued

The Admin. Secretary is one of only two full time paid positions at the Emergency Response Training Center. Due to the nature of work performed by this office, all other staff members are routinely away on Codes/Fire Inspections, Fire Investigations, or emergency scenes. In the absence of the Fire Coordinator this position is responsible for all aspects of managing the ERTC including continuation of training at the facility.

Admin. Secretary also has the following tasks required within the County Emergency Plans.

Continuity of Operations (COOP) Plan

Emergency Response Training Center

Facility Manager

Leadership Succession for Primary Continuity Planner

#1 Primary Alternate

Submit Contractual Agreements for County Admin

Delegated Agent

Purchase Requisitions/Spending Authority

Delegated Agent

Submit Request for Travel Authorization

Delegated Agent

Names and Titles of persons supervised by employee in absence of Coordinator:

FORBES, DONALD J	Fire Instructor	LAWTON, JERRY A	Fire Instructor Assistant
DEWEY, DAVID R	Fire Instructor Assistant	BRIGHT, JOSEPH E	Fire Instructor
HARTLE, LEONARD I	Fire Instructor	JONES, HAYLEY E	Fire Instructor Assistant
WEHRMANN, KURT T	Fire Instructor	EMMONS, CARL M	Fire Instructor
HEATH, ERIK	Fire Instructor	REDDEN, ARAINA C	Fire Instructor Assistant
HARTFORD, KYLE R	Fire Instructor Assistant	MELCHIOR, JOHN C	Fire Instructor
SIMONEAU, SHAWN P	Fire Instructor	KUHL, DAVID	Fire Instructor Assistant
		OMARA, DANIEL P	Fire Instructor

#2 Description of Duties (continued)

- 5% May take and transcribe minutes for a variety of meetings and committees including Fire Advisory Board, Fire Investigation Team.
- 10% Collects information to be used as a basis for reports and memoranda and prepares summaries and reports of various phases of the agency's programs.
- 15% Keeps complex records of activities of agencies, works with CONFIDENTIAL reports, files and FOIL requests
- 5% Order office supplies and/or equipment and maintain inventory for Fire Coordinator's Office, Fire Investigation team and ERTC

AS NEEDED Performs a variety of related duties in carrying out the work of the office.

PART-TIME/TEMPORARY BUDGET REQUEST FORM

DEPARTMENT: Fire Advisory		DIVISION/UNIT (NUMBER): A3410				
1. Please provide the following information for positions which you intend to employ on a part-time/temporary basis:						
TITLE	POSITION NUMBER	HOURS/WEEK	HOURLY RATE	NO. WEEKS	JUSTIFY THE NEED FOR EACH TITLE	DOLLARS REQUESTED
Administrative Secretary	New	35	\$20.70	2	This is one of only two full time paid positions at the ERTC. Due to the nature of work performed by this office, all other staff members are routinely away on	\$1,448.84
					Codes/Fire Inspections, Fire Investigations, or emergency scenes. In the absence of the Fire Coordinator this position is responsible for all aspects of managing the ERTC including continuation of	

(Add pages as needed.)

-OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

2. Total Part-time/Temporary dollars requested for next year:	\$ 0
3. Total Part-time/Temporary dollars budgeted in current year:	\$ 1,448.84 from A3410.545500 transfer
4. Complete a "New Position Duties Statement" (p. 3). This is required only if this is a new position or title requested.	

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT:		DIVISION/UNIT (NUMBER):
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CATEGORY:	AMT IN CURRENT BUDGET:	AMT BUDGETED NEXT YEAR:	POSITIONS AFFECTED:	JUSTIFICATION:
Retention & Recruitment Incentive (511000)	0			
Overtime (512000)	0			
Shift Differential (514100)	0			
Vacation Buy Back (514200)	0			
Additional Hours (514300)	0			
Holiday Premium (514400)	0			
Call Time (514500)	0			
207-C Wages (514600)	0			

RESOLUTION NO. 022

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 21-EMO-002 OSWEGO COUNTY EMS/E911 MEDICAL DIRECTOR
SERVICES**

By Legislator Marc Greco:

WHEREAS, the County issued a request for proposal for a vendor to provide an Oswego County EMS/E911 Medical Director Services and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 21-EMO-002) from multiple qualified firms to provide Oswego County EMS/E911 Medical Director Services; and

WHEREAS, the Oswego County Emergency Management and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Upstate Emergency Medicine meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Public Safety Committee that the County of Oswego awards the professional service contract for providing a Oswego County EMS/E911 Medical Director Services to Upstate Emergency Medicine, 750 E Adams St, Syracuse NY, 13210 per the attached fee schedule 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 FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150
Fax (315) 591-9187

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

Cathee Palmitesso, Director
Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: January 19, 2022

To: Members of the Public Safety Committee, Oswego County Legislature

From: Cathee Palmitesso, Director

Subject: RFP 21-EMO-002 Oswego County EMS/E911 Medical Director Services

Summary: Oswego County EMO/E911 has received one response for our Request For Proposal RFP 21-EMO-002 EMS/E911 Medical Director Services. The contract resulting from this RFP shall be for one year with the option for (4) four additional one-year renewals from the date of the award and if mutually agreed upon by both parties.

Purpose: The purpose of this contract is to maintain oversight of the International Academy Emergency Medical Priority Dispatch (MPDS) Protocol for use in Emergency Medical Dispatch in Oswego County. Approve response determinants and configurations as used by the E911 Center. Participate in County Emergency Medical Service Advisory (EMSAC) and Continuous Quality Improvement (CQI). The scope of work also includes acting as an interface to the Central NY Regional Medical Advisory Council (REMAC), approving EMS course applications and resolving any problems that may arise from EMS certification and recertifications courses.

The contract amount is for \$15,000 and will be split evenly between the Emergency Management Office and E-911 Departments and has been budgeted for in our respective 2022 budgets.

Recommended: Oswego County EMO and E911 are currently under contract with Upstate Emergency Medicine, Inc. to provide Medical Director Services and there is a requirement for both EMO and E911 to have a medical director to oversee both departments. EMO respectfully requests awarding this contract to Upstate Emergency Medicine, Inc.

Action: The Emergency Management Office recommends that the Public Safety Committee and the legislature award this contract accordingly.



OSWEGO COUNTY PURCHASING

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

RFP 21-EMO-002-Oswego County EMS/E911 Medical Director Service

TO: Public Safety
FROM: Holly F. Carpenter, Purchasing Director
DATE: January 6, 2022
RE: RFP Evaluation

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation SHC/PRCS/PIS/NCC/RFC				
Upstate Emergency Medicine, Inc.	750 E Adams Street Syracuse NY 13210	\$15,000	92.7	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 21-EMO-002 - Oswego County EMS/E911 Medical Director Services was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on September 28, 2021. It was also sent directly to the following vendor:

- Jordan K Holliday, MD

Number of Responses: One (1)

Upstate Emergency Medicine, Inc.	<p>Pro</p> <ul style="list-style-type: none"> • Current Medical Director performing the job duties in the RFP for EMS/E911. • Local connection in the area, therefore, understands the socioeconomic needs of the area. • Fee schedule is unchanged from the 2020-2021 contract. • Current Medical Director for other County EMS agencies therefore is familiar with the agencies job duties oversee. <p>Con</p> <ul style="list-style-type: none"> • Medical Director for other County EMS agencies therefore, time and availability may be diminished. • Medical Doctor for Upstate Emergency Medicine therefore, time and availability may be diminished.
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Proposals Reviewed By: Cathleen Palmitesso, Renee Fox and Kevin Pooley.

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 Upstate Emergency Medicine.

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.

RFP 21-EMO-002 Oswego County EMS/E911 Medical Director Services

Additional Information

Fee Schedule

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specification and RFP for RFP 21-EMO-002 Oswego County EMS/E911 Medical Director Services and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

Total Annual Cost \$15,000.00

Federal ID Number:

16-150250

M/WBE Status:

N/A

William Paolo, MD

Type or Print Name

Upstate Emergency Medicine

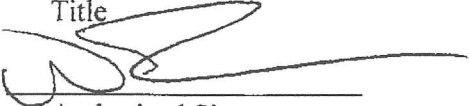
Firm

President

Title

750 E Adams St Syracuse, NY 13210

Address


Authorized Signature

12/1/21
Date

(315) 464-4363

Telephone Number

RESOLUTION NO. 023

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION EMERGENCY
MANAGEMENT DEPARTMENT – DRONE COORDINATOR 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 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 FEBRUARY 10, 2022:
YES: 22 NO: 2 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification	Res. 023 of 2022
A3640.526000	(\$75,000.00)
A3640.526000	\$43,900.00
A3640.542200	\$25,000.00
A3640.542300	\$600.00
A3640.542400	\$500.00
A3640.542600	\$500.00
A3640.542700	\$500.00
A3640.544400	\$500.00
A3640.544500	\$1,500.00
A3640.545500	\$2,000.00



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150

Fax (315) 591-9187

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

Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: January 19, 2022

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

From: Cathee Palmitesso, Director

Subject: Budget Modification for the Emergency Management Department

Purpose: Separate funding that was allocated into the Emergency Management Budget under account number A3640-526000 into appropriate accounts to support the drone coordinator position.

Summary: The 2022 budget allocated funds in support of the newly created drone coordinator position in the EMO department. To keep accurate records of funding usage by this position EMO requests to separate this funding out into specific accounts. This will also enable our department to keep the money allocated for this position separate from our radiological funding.

The attached budget modification breaks down the specific accounts and allocation amounts accordingly.

Recommended
Action:

The Public Safety and Finance and Personnel Committees approved the attached 2022 budget modification and send to the full legislature for final approval.

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT		
A3640	526000				Other Equipment	(\$75,000.00)
			A3640	526000	Other Equipment	\$43,900.00
			A3640	542200	Repairs and Maintenance	\$25,000.00
			A3640	542300	Telephone	\$600.00
			A3640	542400	Postage	\$500.00
			A3640	542600	Books & Periodicals	\$500.00
			A3640	542700	Memberships and Dues	\$500.00
			A3640	544400	Mileage	\$500.00
			A3640	544500	Other Travel Reimbursement	\$1,500.00
			A3640	545500	Other Supplies and Expense	\$2,000.00

Total Amount 0

COMMITTEE SIGNATURES

DATE

Richard P. Greer 1/31/22

Frank Bombardieri 1/31/22

Richard P. Greer 1/31/22

Herbert Gordon 1-31-22

COUNTY TREASURER

DATE

PERSONNEL DIRECTOR

DATE

Janet 1/31/22

COUNTY ADMINISTRATOR

DATE

Patricia L. Lutes 1-31-22

DEPARTMENT HEAD

DATE

RESOLUTION NO. 024

**RESOLUTION AUTHORIZING THE CREATION OF ONE PERMANENT
EMERGENCY MEDICAL SERVICES COORDINATOR POSITION IN THE
EMERGENCY MANAGEMENT DEPARTMENT**

By Legislator Marc Greco:

WHEREAS, a review of workload, staffing, and succession planning needs has been conducted; and

WHEREAS, the County Emergency Management Director has identified the need to create one (1) permanent Emergency Medical Services Coordinator position in the Emergency Management Department due to the ever-increasing demands on the department operations.

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

RESOLVED, that one permanent position, Emergency Medical Services Coordinator, Grade 30, in the Oswego County Professional Association (OCPA) be created, and be it further

RESOLVED, that 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 FEBRUARY 10, 2022:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 024 of 2022

A4015.ARP
A4015.511000
A4015.590308

(\$49,691.00)
\$46,159.00
\$3,523.00



OSWEGO COUNTY
EMERGENCY MANAGEMENT OFFICE

Phone (315) 591-9150

Fax (315) 591-9187

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

Cathee Palmitesso, Director

Email: Cathleen.Palmitesso@OswegoCounty.com

Informational Memorandum

Date: January 19, 2022

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

From: Cathee Palmitesso, Director

Subject: Request to create one permanent position within the Emergency Management Department (EMO).

Purpose: Due to the ever-increasing demands on the Emergency Management Coordinator (EMC) to coordinate the support for county emergency medical services (EMS) among the various ambulance/emergency medical service providers, normal department operations have been affected. Since the onset of the pandemic there has been an unprecedented increase in the support required from our EMS agencies and providers. Currently, the EMC position job description provides for ten percent (3.5 hours/week) of time designated towards EMS support. EMO has been tracking hours spent on EMS related work activities since February 2021 when we started to see this increase in required support. Over the last 44 weeks the EMC has spent 346 hours on EMS related support which is vastly more than the 154 hours (3.5*44 wks) the position currently designates time for. This drastically affects the ability for the EMC to conduct other duties and responsibilities of this position.

Summary: This proposed request for additional staff will allow the department and the EMC to function efficiently and effectively to provide the continued emergency support and services to the community. The creation of this permanent position will provide those emergency service providers in our community and the county EMS education program with the attention and support of a full-time EMS Coordinator within the Emergency Management Department. This will ensure continued functionality and efficiency within the department.

Recommended

Action: To authorize the proposed creation of one permanent position, Emergency Medical Services Coordinator, Grade 30, in the Oswego County Professional Association (OCPA), under the ARPA funding (see the attached budget modification).

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Emergency Management	DIVISION/UNIT (NUMBER): 3640/4015
A. NEW POSITION REQUEST	
1. Position Title Requested: Emergency Medical Services (EMS) Field Coordinator	
2. Bargaining Unit: <input type="checkbox"/> CO-OP <input type="checkbox"/> Highway <input type="checkbox"/> Silver Star <input type="checkbox"/> Deputies <input checked="" type="checkbox"/> OCPA <input type="checkbox"/> Mgmt.	
3. a. Bargaining Unit – Hourly Rate from Grade plan: _____	Grade: _____
b. Management or OCPA – Salary Requested: <u>46,159</u>	Grade: <u>30</u>
4. Percent of Federal and or State Reimbursement: <u>100%</u> Fringe Reimbursed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Justification of Need (Use additional sheets as necessary): <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <i>The Emergency Medical Services (EMS) Coordinator duties and responsibilities are currently done by the Emergency Management Coordinator (EMC). There has been a vast increase in demand for EMS support during the pandemic, which has impacted regular EMO department operations and the daily responsibilities, projects and plans the EMC currently works on. The addition of this position would give direct attention to the EMS agencies within the county, the County EMS education program and the committees required for this position.</i> </div>	
6. Complete New Position Duties Statement (p. 3 & 4).	
B. RECLASSIFICATION REQUEST	
1. Present Title: _____	2. Position #: _____
3. Present Salary/Hourly Rate: _____	Grade: _____
4. Requested Title: _____	
5. Requested Salary: _____	
a. Bargaining Unit: _____	Hourly Rate: _____ Grade: _____
b. Management or OCPA – Salary Requested: _____	Grade: _____
6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Justification of Need (use additional sheets as necessary): <div style="border: 1px solid black; height: 100px; margin: 5px 0;"></div>	
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:	

<p>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.</p>		<p align="center">OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT</p> <p align="center">NEW POSITION DUTIES STATEMENT</p> <p>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.</p>	
1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE EMO	DIVISION, UNIT, OR WORK SECTION EMS	LOCATION OF POSITION Fulton Office Building	
<p>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.</p> <p>Title requested: <i>Emergency Medical Services Coord</i></p>			
PERCENT OF WORK TIME			
30%	<i>Provide technical assistance to County EMS agencies with training, coordination of agency staff to meet the needs of all areas of Oswego County.</i>		
30%	<i>Coordinate/audit/teach NYS EMS education and first response courses that are sponsored by Oswego County.</i>		
10%	<i>Coordinate field administration of EMS to maximize effective use of resources and to ensure County EMS needs are met.</i>		
10%	<i>Serve as a liaison between County EMS agencies and County Legislature, E911, EMSAC, County Health Department, County Law Enforcement, Fire and Haz-Mat agencies.</i>		
5%	<i>Ensure that Oswego County complies with pertinent provisions of Federal, State and Local statutes, rules and regulations.</i>		
5%	<i>Participate and coordinate as needed, exercises, drills, and actual emergency events where a medical response is involved. All staff the Emergency Operations Center as needed.</i>		
5%	<i>Attend and represent Oswego County EMS at State, Regional, and Local meetings (eg. REMSCO, EMSAC, CQI.)</i>		
5%	<i>Maintain and distribute emergency medical supplies as needed or requested (eg. training centers, ambulance corps, and MCI equipment).</i>		
	(Attach additional sheets if more space is needed)		

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

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

Cathleen Palmitesso	Director - EMO/EMS	General
Renee Fox	Emergency Management Coordinator	Direct

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

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

	Certified Instructor Coordinators	Direct (Course audits)
	EMS Lab Staff	Direct

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

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

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

Education: ☐ High School _____ years

☒ College 2-4 years, with specialization in _____

☐ Other _____ years, with specialization in _____

Experience (list amount and type): *One - Six years experience in an administration position that involves the collection and analysis of data, developing reports, presentations, technical training, and develop and execute plans and procedures. Experience in a supervisory or training capacity position, in an agency or organization that provides emergency medical services or public safety.*

Essential knowledge, skills and abilities:


ICS certified (100, 200, 700, 800 at a minimum) Preferred certification in FEMA Professional Development Series.

Type of license or certificate required: EMT (required), AEMT-P (preferred), CPR (preferred), NYS CIC (preferred), Possess valid NYS License

7. The above statements are accurate and complete.

Date: January 19, 2022

Title: Director EMO/EMS

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:

PART-TIME/TEMPORARY BUDGET REQUEST FORM

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

(Add pages as needed.)

-OVER-

PART-TIME/TEMPORARY BUDGET REQUEST FORM

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

OTHER HOURS BUDGET REQUEST FORM

DEPARTMENT:	DIVISION/UNIT (NUMBER):
-------------	-------------------------

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

[illegible]

COMMITTEE SIGNATURES	DATE
<i>Theresa Sauer</i>	<i>1/21/22</i>
<i>Frank Bombardieri</i>	<i>1/21/22</i>
<i>Richard B. Kline</i>	<i>1/31/2022</i>
<i>Michael Jordan</i>	<i>1-31-2022</i>

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

RESOLUTION NO. 025

RESOLUTION EXECUTING AN INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT-IPAWS

By Legislator Marc Greco:

WHEREAS, it is desirable, in daily operations and during emergency incidents, to have the ability to alert the public about possible safety concerns through numerous means through a universal platform; and

WHEREAS, The Federal Emergency Management Agency will allow use of the IPAWS OPEN Platform for Emergency Networks to the County; and

WHEREAS, this access is being allowed to the County at no cost;

NOW, THEREFORE, BE IT

RESOLVED, that upon the recommendation of the Public Safety Committee, that the County of Oswego renews the expired Memorandum of Agreement with The Federal Emergency Management Agency for access to the IPAWS OPEN Platform and authorizes the execution of same.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:

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



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

IPAWS

An Integrated Public Alert and Warning System (IPAWS) enables Federal, State, territorial, tribal, and local alert and warning emergency communication officials to access multiple broadcast and other communications pathways for the purpose of creating and activating alert and warning messages related to any hazard impacting public safety and well-being to cellphone devices.

This technology has enabled our Vendor responsible for our Emergency Notification Process, HyperReach, to expand upon the medium available for the notification process to include mass announcement delivery to cellular networks within our region. This functionality is used very regularly to notify people in the proximity of a safety issue via text messaging.

The original Memorandum of agreement for this interface was signed March 30th 2015. The Department of homeland Security is requesting that this MOA be renewed. The E911 Director is asking that the Chairman of the Legislature be given the authority to renew the MOA with the Department of Homeland Security so that Oswego County can continue to have access to IPAWS.

**Memorandum of Agreement
between the
Oswego County E-911
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

**Regarding the use of:
Oswego County E-911
Interoperable System(s)
and
IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 4.7

19 Jan 2022

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

Document Change History

Version	Date	Author	Description
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: Oswego County E-911_MOA-1, signed 03/30/2015

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Oswego County E-911 hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Oswego County E-911 Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during "a state of public peril or disaster or other national emergency"
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
 - The ability to assign and manage user permissions; and
 - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
 - The provision of vendor support, to include user training, and around the clock technical support; and
 - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
 - The provision of an intuitive user interface, to include help menus; and
 - The ability to notify the user of digital certificate expiration; and
 - The ability to constrain event types and geocodes to user permissions; and
 - The ability to send one alert to multiple channels; and
 - The provision of displays that show required fields based on selected channel; and
 - The ability to pre-populate fields to the greatest extent possible; and
 - The ability to support templates; and
 - The ability to create a polygon or circle, of less than 100 nodes; and

- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
 - The ability to pre-check an alert message for errors, prior to sending; and
 - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
 - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
 - The provision of user confirmation of connectivity to IPAWS; and
 - The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Oswego County Official

Name: James Weatherup

Title: Chairperson, Oswego County Legislature

Federal Emergency Management Agency

IPAWS-OPEN System Owner

Name: Mark A. Lucero

Title: Chief, IPAWS Engineering

(Signature

Date)

Oswego County

46 East Bridge St

Oswego, NY, 13126

(Signature

Date)

Attn: IPAWS-OPEN System Owner, Suite 5NW-0309

Federal Emergency Management Agency

500 C Street SW

Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Hyper-Reach**

Function:	Emergency Notification
Location:	Miami, FL; Rochester, NY; Buffalo, NY;
Description of data, including sensitivity or classification level:	COTS FOUO Providing notifications of emergencies to the public. Data is comprised of Unclassified, non-sensitive CAP data.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Kevin Pooley

Title: Director

Business Email Address: Kevin.Pooley@OswegoCounty.com

Primary Phone Number: 315-349-8215

Alternate Phone Number:

Organization: Oswego County 911

Mailing Address: 39 Churchill Road, Oswego, NY, 13126

Designated Alternate Point of Contact:

Name: John Familo

Title: Training Coordinator

Business Email Address: john.familo@oswegocounty.com

Primary Phone Number: 315-349-8215

Alternate Phone Number:

Organization: Oswego County E-911

Mailing Address: 39 Churchill Road, Oswego, NY, 13126

Designated Technical Point of Contact:

Name: Greg Powlin

Title: Director of Information Technology

Business Email Address: greg.powlin@oswegocounty.com

Primary Phone Number: 315-349-3525

Alternate Phone Number:

Organization: Oswego County Information Services

Mailing Address: 39 Churchill Road, Oswego, NY, 13126

**FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Cynthia Sutherland	202-710-5329	cynthia.sutherland@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Oswego County E-911 Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Oswego County E-911 will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Oswego County E-911 is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Oswego County E-911 will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Oswego County E-911 understands that the use of digital signatures, used on their behalf, is binding and Oswego County E-911 will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
 - Be at least eight characters in length
 - Contain a combination of alphabetic, numeric and special characters
 - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Oswego County E-911 Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Oswego County E-911 Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Oswego County E-911 Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B): KEVIN POOLEY

Signature: _____ Date: _____

RESOLUTION NO. 026

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF JEFFERSON
(E-911 Proteus MX -Motorola Microwave Link)**

By Legislator Marc Greco:

WHEREAS, the counties of Oswego and Jefferson are part of a consortium for emergency communications and use similar equipment, antennae and frequencies and both operate Enhanced 911 centers under the applicable provisions of the New York State County Law; and

WHEREAS, the County of Oswego is desirous of improving its Mexico - Sandy Creek microwave link to improve emergency communications within the county under a Motorola microwave radio link replacement project (Proteus MX); and,

WHEREAS, if installed, this new equipment and antennae will also improve emergency communications within part of southern Jefferson County; and

WHEREAS, there is overlap of agencies and radio coverage along and across the municipalities' common border; and

WHEREAS, the County of Jefferson is in possession of eligible grant funds which can be used for the County of Oswego to purchase and install this equipment; and

WHEREAS, this avoids the County of Jefferson from having to make similar improvements in the southern part of Jefferson County; and

WHEREAS, this arrangement promotes municipal cooperation and efficiency and is made pursuant to New York State General Municipal Law§119-o, Article 5-G to improve emergency communications in both municipalities; and

WHEREAS, a resolution is both necessary and desirable,

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

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

RESOLVED, that the Clerk of the Legislature shall transmit a copy of this resolution to the Clerk of the Jefferson County Legislature.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:

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

LEGISLATURE
COUNTY
OSWEGO



Kevin B. Pooley
Director

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

PUBLIC SAFETY CENTER

39 CHURCHILL ROAD

315-349-8215
Fax 315-349-8500

OSWEGO, NY 13126

Informational Memo

Jefferson Oswego MOU for Microwave link SND to MEX

Jefferson County has been awarded grant money to replace microwave data connections across Jefferson County and into neighboring counties. The 911 Director from Jefferson County and the 911 Director from Oswego County have worked out an agreement that will fully fund the equipment and installation of a microwave data link between the Sandy Creek tower site and the Mexico tower site. This will reinforce the data circuit for Jefferson County to the radio core in Onondaga County. This link will also bring the Mexico tower site into the microwave ring and create redundancy that Oswego County currently does not have.

The agreement that has been documented by the attorneys from both counties is that Oswego County will purchase the equipment upfront. Then Jefferson County will reimburse Oswego County by using grant funds. Oswego County will maintain the equipment going forward. The 911 Director will bring a budget modification request to the next committee meeting to allocate funding for the project that will end up to be net zero initial investment to Oswego County.

The 911 Director is requesting that the Public Safety committee approve a resolution for the Legislature to vote on that would give the Chairman authority to sign the MOU between the two counties. Thank you for your consideration.

**INTERMUNICIPAL AGREEMENT BY AND BETWEEN
THE COUNTY OF JEFFERSON AND THE COUNTY OF OSWEGO
REGARDING E-911 COMMUNICATIONS
(Proteus MX -Motorola Microwave Link)**

THIS AGREEMENT entered into this _____ day of February, 2022 by and between the **COUNTY OF JEFFERSON** (hereinafter "Jefferson"), a municipal corporation by and of the state of New York with its principal offices for business located at 195 Arsenal Street, Watertown, New York 13601 and the **COUNTY OF OSWEGO** (hereinafter "Oswego"), a municipal corporation by and of the State of New York, with its principal offices for business located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York (collectively "municipalities,"),

WITNESSETH:

WHEREAS, the counties of Oswego and Jefferson are part of a consortium for emergency communications and use similar equipment, antennae and frequencies and both operate Enhanced 911 centers under the applicable provisions of the County Law; and

WHEREAS, the County of Oswego is desirous of improving its Mexico - Sandy Creek microwave link to improve emergency communications within the county under a Motorola microwave radio link replacement project (Proteus MX); and,

WHEREAS, if installed, this new equipment and antennae will also improve emergency communications within part of southern Jefferson County; and

WHEREAS, there is overlap of agencies and radio coverage along and across the municipalities' common border; and

WHEREAS, the County of Jefferson is in possession of eligible grant funds which can be used for the County of Oswego to purchase and install this equipment; and

WHEREAS, this avoids the County of Jefferson from having to make similar improvements in the southern part of Jefferson County; and

WHEREAS, this agreement promotes municipal cooperation and efficiency and is made pursuant to General Municipal Law§119-o, Article 5-G to improve emergency communications in both municipalities; and

WHEREAS, a written agreement is both necessary and desirable,

NOW, THEREFORE, it is mutually agreed as follows:

The County of Oswego shall purchase and install the Motorola Proteus MX microwave equipment and antennae as shown on the quote annexed hereto and made a part hereof as

EXHIBIT A within one (1) year of the execution of this agreement by the municipalities. This quote from Motorola uses New York State Office of General Services contract pricing (#PT68722 Equipment and Services). This equipment purchased shall be used to improve the Mexico-Sandy Creek microwave link for the County of Oswego's emergency communications network and shall become property of the County of Oswego which shall insure and maintain same. Oswego shall also allow Jefferson to use this new microwave equipment for its own system without charge or maintenance fees as it will also improve emergency communications in southern Jefferson County.

As a partial inducement hereunder, the County of Jefferson hereby agrees to reimburse the County of Oswego for the purchase and installation of this equipment within thirty (30) days of its installation and acceptance by Oswego the sum not to exceed \$185,000.00 to be paid to Oswego from Jefferson's available grant funds only. Oswego County shall provide Jefferson an invoice requesting same together with proof of payment to Motorola. In the event the purchase or installation exceeds \$185,000.00 Jefferson County shall be under no obligation to pay additional funds to the County of Oswego for this project. County of Jefferson shall retain the right of access to equipment for inspection upon reasonable notice.

ENTIRE AGREEMENT

This constitutes the entire and integrated agreement among the parties. This agreement may not be changed unless changed by written instrument signed by all parties. By the signatures below, each Municipality represents that the requisite approval has been obtained to enter into this intermunicipal agreement.

WHEREFORE, we have set our hands and seals on the date and year first above written.

COUNTY OF JEFFERSON

By: _____ L.S.
William Johnson, Chair of the Legislature

COUNTY OF OSWEGO

By: _____ L.S.
James Weatherup, Chair of the Legislature

Municipal Acknowledgment (RPL§309-a)

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

On the ____ day of February in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **JAMES WEATHERUP AS CHAIR OF THE OSWEGO COUNTY LEGISLATURE**, personally known to me or proved to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public, State of New York

Municipal Acknowledgment (RPL§309-a)

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

On the ____ day of March in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM JOHNSON AS CHAIR OF THE JEFFERSON COUNTY LEGISLATURE**, personally known to me or proved to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public, State of New York

RESOLUTION NO. 027

**RESOLUTION AUTHORIZING RECLASSIFICATION OF SEASONAL HEAP
CSW TO SOCIAL WELFARE EXAMINER ONE POSITION IN THE
DEPARTMENT OF SOCIAL SERVICES**

By Legislator Roy Reehil:

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

RESOLVED, the Social Services Commissioner has identified the need to reclassify one (1) existing part-time Community Service Worker position to part-time Social Welfare Examiner to align with current job duties and to facilitate work duties in the Assistance Programs Home Energy Assistance Program, and

RESOLVED, that one (1) part-time Community Service Worker position, 601005919, Grade four (4) in the CSEA Oswego County Local 838, be reclassified to Social Welfare Examiner, Grade eight (8) in the CSEA Oswego County Local 838, and be it

RESOLVED, that the salary increase due to the reclassification of this one (1) position will not require a budget modification as it will be absorbed by Salaries/Wages for 2022, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Office and Human Resources Director shall be their authority to make such adjustments.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

TO: Oswego County Board of Legislators

Date: January 19, 2022

SUBJECT: Reclassification of Seasonal HEAP CSW to Social Welfare Examiner

SUMMARY: This Community Service Worker (CSW) position is part-time, seasonal within the HEAP program. The incumbent in this position is a retired county employee from the Assistance Programs division who has held the titles of Social Welfare Examiner, Senior, Principal, and Director of Assistance Programs.

Currently, this seasonal employee in the CSW title requires review and approval of 100% of their work. The employee has the training and skills to process HEAP benefits independently, however this requires an upgrade in job title and duties to that of Social Welfare Examiner. (SWE)

The part-time, seasonal positions within the HEAP program have been difficult to recruit for this season. DSS also currently has several full-time permanent CSW vacancies and when candidates become available, they choose the full-time position as opposed to the part-time seasonal HEAP title. The HEAP team is struggling to meet the demands of the program. The upgrade of this seasonal position would allow for a more efficient workflow and this staff person may process HEAP cases without a second staff person (Supervisor) reviewing their work at 100%, freeing up some of the time of the Supervisor. Spot review of cases and supervisory review will continue to occur.

FISCAL IMPACT: This position is 100% Federally funded.

RECOMMENDED

ACTION: The Department of Social Services recommends that the Human Services Committee, Finance & Personnel Committee, and the Legislature approve the reclassification of this Community Service Worker position to Social Welfare Examiner

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6010

A. NEW POSITION REQUEST

1. Position Title Requested:

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

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

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

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

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

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

B. RECLASSIFICATION REQUEST

1. Present Title: Community Service Worker 2. Position #: 601005919

3. Present Salary/Hourly Rate: 16.09 Grade: 4

4. Requested Title: Social Welfare Examiner

5. Requested Salary: _____

a. Bargaining Unit: CO-OP Hourly Rate: 19.77 Grade: 8

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

6. Percent of Federal and/or State Reimbursement: 100.0 Fringe Reimbursed: ☒ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *This Community Service Worker (CSW) position is part-time, seasonal for the Home Energy Assistance Program which is 100% federally funded. DSS hires seasonal staff to manage the volume of work associated with this program. Recruitment for seasonal CSW's has been difficult and there are vacancies. The lower-grade CSW position requires their work to be reviewed by a supervisor, whereas the higher-grade Social Welfare Examiner does not. The incumbent currently holding this CSW line is a retired staff person in the Assistance Programs division and has the training and knowledge to process HEAP cases autonomously. Given our turnover and vacancies, upgrading this position to SWE would expedite the processing of cases and make for more efficient workflow, not requiring the second-level review prior to benefits being issued.*

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

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

**OSWEGO COUNTY HUMAN RESOURCES
DEPARTMENT**

NEW POSITION DUTIES STATEMENT

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

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

DIVISION, UNIT, OR WORK SECTION
 Assistance Programs

LOCATION OF POSITION
 Mexico

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: *Social Welfare Examiner*

**PERCENT OF
WORK TIME**

70	<i>Determine eligibility for the Home Energy Assistance Program</i>
20	<i>Data Entry of payment and eligiblity information in to the NYS Welfare Management System</i>
10	<i>Phone and in-person client contact as it pertain to eligiblity for HEAP</i>

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Eric Cronk	Principal Social Welfare Examiner	Direct

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

NAME	TITLE	TYPE OF SUPERVISION

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

NAME	TITLE	LOCATION OF POSITION
Karen Heagerty	Social Welfare Examiner	HEAP Unit

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

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

Experience (list amount and type): *2 years of related experience*

Essential knowledge, skills and abilities: *Experience in determining eligibility for a government or insurance program.*

Type of license or certificate required: N/A

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. 028

**RESOLUTION APPROVING AMENDMENTSTO OSWEGO CITY-COUNTY
YOUTH BUREAU BY-LAWS AND AUTHORIZING CHAIRMAN TO EXECUTE
AGREEMENT**

By Legislator Roy Reehil:

WHEREAS the Oswego County Legislature heretofore established by-laws and an agreement with the City of Oswego relative to the Oswego City-County Youth Bureau, and

WHEREAS, the Youth Bureau Board has reviewed and updated the by-laws; and

WHEREAS the current agreement will expire on December 31, 2022

NOW, on recommendation of the Human Services Committee of this body, be it

RESOLVED, that the Oswego County Legislature hereby approves and adopts the by-laws of the Oswego City-County Youth Bureau, as filed with the Clerk of the Oswego County Legislature: and be it further

RESOLVED, that the Chairman of the Oswego County Legislature be, and hereby is, authorized to sign the by-laws of the Oswego City-County Youth Bureau, which serves as an agreement between the County of Oswego and the City of Oswego for a joint Oswego City-County Youth Bureau.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Oswego City-County Youth Bureau BY LAWS

Section 1. There is hereby created jointly with the City of Oswego and the County of Oswego a joint policy board entitled the City-County Youth Board to consist of fifteen (15) voting members including legislative and citizen members. Two of the citizen members shall be youth under the age of 21. The three (3) legislative members are comprised as follows:

- 2** Members of the County Legislature
- 1 Member of the Common Council

Citizen Members: 12 persons with demonstrated interest in youth work.

Section 2. The members of the County Legislature shall be appointed by the Chairperson of the Legislature of the County of Oswego. The member of the City Council shall be appointed by the Mayor of the City of Oswego. The appointment of the twelve (12) citizen members shall be made jointly by the Chairperson of the Oswego County Legislature and the Mayor of the City of Oswego; the Chairperson of the Legislature appointing eight (8) persons, including at least one youth representative, and the mayor appointing four (4) persons, including at least one youth representative. The Board shall select a Chairperson from among its own members. Both the Board members and the Chairperson shall serve for such terms as provided for in Article IV.

AGREEMENT

This agreement, by and between the City of Oswego, a municipal corporation with offices in City Hall in the City of Oswego, County of Oswego, New York hereinafter called "City" and the County of Oswego, a municipal corporation with offices in the County Building in the County of Oswego, hereinafter called "County".

WHEREAS, a City-County Youth Bureau was created by the City of Oswego and the County of Oswego, pursuant to Executive Law 422, as amended, and

WHEREAS the members of the Common Council of the City of Oswego and the members of the **Human Services Committee** of the Legislature of the County of Oswego have expressed the wish that administration be provided by the County of Oswego with the City of Oswego reimbursing the County for its share of administration and operating costs and

WHEREAS, the New York State Office of Children and Family Services has approved such a contract and relationship,

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

That the plan of organization of the City-County Youth Bureau shall be as follows:

ARTICLE I

Name

The name of this organization shall be "Oswego City-County Youth Bureau".

ARTICLE II

Object

The mission of the Youth Bureau shall be to (1) contribute to a collaborative network of effective, integrated programs and services; (2) coordinate comprehensive, county-wide youth and family services planning; (3) provide direct and indirect services and activities for youth and families; (4) improve the quality of life for individuals, families, and the community; and (5) empower youth to become responsible members of society.

ARTICLE III

Membership

The Youth Board shall consist of fifteen (15) members as provided for in sections one (1) and two (2), Article IV of this document. All members shall be residents of the County of Oswego. Members appointed by the mayor if the City of Oswego shall also be residents of the City.

ARTICLE IV

Terms of Members

1. Each adult citizen member shall serve for a term of three (3) years or as hereinafter provided, and each citizen member shall be eligible for nomination to serve successive terms of three (3) years. Each youth citizen member shall serve for a term of two (2) years or as hereinafter provided, and each youth citizen member shall be eligible for nomination to serve successive terms of two (2) years.
2. Each "legislative" member shall serve for a term of two (2) years and may be appointed for successive terms. However, the "legislative" member shall not be eligible to serve when he or she ceases to occupy the office.
3. Any citizen member or "legislative" member appointed to serve for the purpose of filling a vacancy in the membership shall serve for the remainder of the expired term.

3
ARTICLE V

Meetings

1. **The Board shall meet for regular meetings during the year.** Public notice shall be given in accordance with the Public Officer's Law and published on the county's website.
2. A quorum shall be a majority of the whole number; and not less than a majority of the whole number is necessary to perform a power of duty of the Board relative to matters of finance.
3. No Youth Bureau Board member may vote on any financial allocation for any agency whose board the member sits on.
4. In the event that any member of the board is absent, without notice or excuse, for two (2) successive meetings, the Chairperson of the Board will contact the member to see if they are still interested in remaining on the Board. In the event that any member of the board be absent, without notice or excuse, for three (3) successive meeting, the Chairperson of the Board shall refer his/her membership to the Chairperson of the County Legislature or to the Mayor of the City for appropriate actions. The Mayor and the Chairperson of the County Legislature shall have the authority among other things to declare the position vacant.
5. In the event a member wishes to resign from the Board, the member will write a letter to the Chairperson of the County Legislature of the Mayor of the City.
6. The Chairperson of the Board shall be empowered to call special meetings of the board upon giving three (3) days written notice thereof and must call a special meeting of the Board upon written petition of any five (5) members of the board.
7. Each member of the Board shall have one (1) vote at each meeting.

ARTICLE VI

Officers

1. The officers of the Youth Board shall consist of Chairperson and First Vice-Chairperson, both of whom shall be members of the Board and appointed members.
2. Each officer shall be chosen by the voting members at the first meeting of each year and shall serve for a term of one (1) year.
3. Vacancies in any office of the Board arising at any time shall be filled by the Board

at a meeting of the Board. Such officer elected to fill the vacancy shall serve for the remainder of the unexpired term.

ARTICLE VII

Duties of the Officers

1. The Chairperson shall preside at all meetings of the Board, shall appoint all necessary committees as provided in these By-Laws and shall be an ex-officio member of all committees in addition, the Chairperson will be responsible for the leadership of the Executive Committee.
2. The First Vice-Chairperson shall perform the duties of the Chairperson in his/her absence and will serve as Chairperson of the Program Committee. In addition to any such duties, the First Vice-Chairperson is empowered to perform any duties assigned to him or her by the Board or the Chairperson.

ARTICLE VIII

Committees

1. There shall be the following standing committees:
 - a. Executive Committee: The Executive Committee shall consist of the officers and shall determine long range goals which provide direction for the full Board and shall specify priorities and objectives stated to be met or accomplished.
 - b. Program Committee: The Program Committee shall consist of at least four (4) board members and ad-hoc members as appointed by the Board Chairperson and shall be responsible for developing a system of rules and guidelines to determine merit and establish criterion for standards to be used in accepting or rejecting an application for pool 'state aid' for an agency or their entity. The Program Committee will recommend funding allocation to the full Board of Directors. The First Vice-Chairperson shall serve as Committee Chairperson.
 - c. Membership Committee: The Membership Committee shall consist of the whole Board and shall make recommendations to the Mayor and the Chairperson of the Oswego County Legislature for filling vacancies as they occur on the Board, either by resignation or expiration of term.

ARTICLE IX

Procedure

1. In all matters of parliamentary procedure not covered by these By-Laws, the organization shall be governed by Robert's Rules of Order.
2. The Oswego City-County Youth Bureau shall submit its proposed annual budget to the Oswego County Legislature and the Common Council of the City of Oswego as stipulated by the County and City budget process. Such annual budget shall be subject to the approval of the County of Oswego Legislature and the Common Council of the City of Oswego. The Treasurer of the County of Oswego will act as a disbursing agent for the Youth Board in connection with expenditures authorized by the said Board within the appropriation set by the County Legislature and the City Common Council. The Treasurer shall disburse said funds upon review and approval of the Oswego County Auditor. The County Legislature and the City Common Council shall include in the annual budget a sufficient sum for the operation of the Oswego City-County Youth Bureau, and the County Legislature and the City Common Council will file or cause to be filed the necessary annual budget statements and applications for State Aid to the New York State Office of Children and Family Services.
3. In all City-County projects involving application for State reimbursement through the New York State Office of Children and Family Services, the applications shall be coordinated by the Youth Board and shall be made in such form as prescribed or required by the New York Office of Children and Family Services.
4. The City-County Youth Bureau shall ensure appointment of employees, in accordance with applicable Civil Service requirements, to such positions on the staff of the City-County Youth Bureau as may be created by the County Legislature of the County of Oswego and the Common Council of the City of Oswego, and said employees who deliver services primarily to and for Oswego City youth and whose wages are paid by the City of Oswego shall be employees of the City of Oswego, whereas, those employees whose wages are paid by the County of Oswego shall be employees of the County of Oswego.
5. It is understood and agreed between the parties that the County shall provide office space, furnishings, phone, computer equipment, copying equipment, and Internet services for Youth Bureau City staff, invoice and voucher preparation for City Youth Bureau expenses, preparation of fiscal claims for state aid for City Youth Bureau expenses, contract management for the Oswego City Youth Center, and administrative supervision. The City shall provide one (1) Youth Activities Coordinator and at least one Youth Activities Aide. The City shall provide \$13,500 in 2022 for administrative oversight and increase this by \$200 per year through 2027. It is further understood that the County and the City shall each apply for reimbursement from the New York State Office of Children and Family Services. It is further understood and agreed that the County Legislature will not commit the City of Oswego for payment of any sums for projects undertaken by the Youth

Board not included in the City's annual budget without prior approval of such commitment by the City Council. Notwithstanding the foregoing either the County or the City may individually elect to underwrite the entire local cost of any Youth Bureau project.

6. The Youth Bureau, through the County budget process, shall reimburse municipalities, including the City of Oswego, for youth development programs upon receipt of acceptable state aid forms. The Youth Bureau shall then process claims to the New York State Office of Children and Family Services for state aid reimbursement back to the County. The County shall apply, on behalf of the City, for applicable state and federal grants which provide services to youth and families. The County shall reimburse the City of Oswego for services provided by City Youth Bureau staff, that are applicable to said state and federal grants.
7. The terms of this agreement shall be five (5) years commencing at the first meeting of the year and said agreement shall continue after five (5) years on a year-to-year basis unless either party, by written notice to the other or at least six months before the termination date of the contract or any renewal date, thereof, gives notice that it wishes to modify or terminate the agreement.
8. The County shall have the authority to enter into contracts for and on behalf of the Oswego City-County Youth Bureau, subject to the provisions of this contract.
9. This agreement may be amended at any time by mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused their official seals to be hereunto affixed the day and year first above written.

THE COUNTY OF OSWEGO

THE CITY OF OSWEGO

By _____
Chairman of the Legislature

By _____
Mayor, City of Oswego

RESOLUTION NO. 029

**RESOLUTION DECLARING THE INTENT OF OSWEGO COUNTY
TO ACT AS LEAD AGENCY CAMP HOLLIS - REDI PROJECT**

Legislator Roy Reehil:

WHEREAS, Oswego County is proposing the Camp Hollis REDI Project (Project), located in the Town of Oswego, Oswego County, New York; and

WHEREAS, the Project has been classified as a "Type I Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, it is the intent of Oswego County to assume the role of "Lead Agency" for purposes of conducting a SEQRA assessment of the Project; and

WHEREAS, Part I of a Full Environmental Assessment Form (FEAF) has been completed, reviewed by Oswego County, and will be circulated to all Interested and Involved Agencies for purposes of establishing Oswego County as "Lead Agency" in accordance with 6 NYCRR Part 617.6(b).

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED, that the Chairman of the Oswego County Legislature hereby is authorized to sign Part I of the FEAF (page 13); and it is further

RESOLVED AND DETERMINED, that Oswego County will send said Part I of the FEAF and associated site figure to the attached list of "Interested and Involved Agencies" under cover of a "Notice of Intent to Establish Lead Agency" letter for purposes of establishing Lead Agency status under the SEQRA; and it is further

RESOLVED, that the Chairman of the Oswego County Legislature, together with the Oswego County Attorney and Barton & Loguidice, DPC, as the project consultant, are hereby authorized to take all actions, serve all notices, and complete all documents required to give full force and effect to this determination.

RESOLVED that a certified copy of this resolution delivered Barton & Loguidice, DPC to the shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:

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

**Camp Hollis REDI Project
SEQRA**

List of Involved Agencies

Richard E. Kaulfuss, Supervisor
Town of Oswego
2320 Co. Rte. 7
Oswego, NY 13126
oswegosupervisor@gmail.com

Trendon Choe and David Bimber
NYSDEC Region 7
615 Erie Boulevard West, Room 206
Syracuse, NY 13204-2400
dep.r7@dec.ny.gov
Trendon.Cho@dec.ny.gov
david.bimber@dec.ny.gov

Terra Haight
NYS Department of State
One Commerce Plaza
99 Washington Ave
Albany, NY 12231-0001
Terra.Haight@dos.ny.gov

Ann Shaw
Dormitory Authority of the State of New York
515 Broadway
Albany, NY 12207-2964
ashaw@dasny.org

List of Interested Agencies

New York State Historic Preservation Office
(SEQRA Information to be submitted online via CRIS)

Brian Chetney
Oswego City – County Youth Bureau
70 Bunner Street
Oswego, NY 13216
Brian.chetney@oswegocounty.com

Zach Grulich
Oswego County Parks and Recreation
Camp Hollis & Camp Zerbe
70 Bunner Street
Oswego, NY 13216
Zach.grulich@oswegocounty.com

**Camp Hollis REDI Project
SEQRA**

Other Entities Provided Copies of SEQRA Correspondence

Bridget Brown
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, NY 14207
Bridget.Brown@usace.army.mil

Wendell Buckman
Barton & Loguidice, D.P.C.
443 Electronics Pkwy
Liverpool, New York 13088
wbuckman@bartonandloguidice.com

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Camp Hollis REDI Project		
Project Location (describe, and attach a general location map): Camp Hollis, Town of Oswego, Oswego County, New York		
Brief Description of Proposed Action (include purpose or need): Camp Hollis is located in the Town of Oswego, Oswego County, New York, immediately adjacent to Lake Ontario. The Camp Hollis shoreline has eroded significantly during the Camp's lifespan, leading to the relocation of the original camp building and resetting of the fence line along the playing fields. The recent high lake levels have exacerbated the erosion leading to further loss of bluff, including the loss of the access trail from the Camp to the shoreline. The proposed project will include stabilization of approximately 600 linear feet of bluff, and will aim to reestablish the toe of slope 12-15 feet in front of the current bluff. The Camp users previously accessed Lake Ontario from a ramp on the southern end of the bluff. This access trail is no longer functioning, and an improved access trail will be reestablished as part of the proposed project. The proposed project area is shown in Figure 1, attached.		
Name of Applicant/Sponsor: Oswego County - C/O Oswego City-County Youth Bureau Exec. Director - Brian Chetney		Telephone: 315 349-3452
		E-Mail: Brian.Chetney@OswegoCounty.com
Address: 70 Bunner Street		
City/PO: Oswego	State: NY	Zip Code: 13126
Project Contact (if not same as sponsor; give name and title/role): Wendell Buckman, Senior Managing Engineer, Barton & Loguidice, D.P.C		Telephone: 315-457-5200
		E-Mail: wbuckman@bartonandloguidice.com
Address: 443 Electronics Parkway		
City/PO: Liverpool	State: NY	Zip Code: 13088
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town of Oswego (permits)	Summer 2022
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Oswego County (project sponsor)	Spring 2022
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC(permit) DASNY(funding) NYSDOS (permit)	Summer-Fall 2022
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE(permit)	Summer 2022
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Lake Ontario Lakewide Action and Management Plan

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☒ Yes ☐ No

If Yes, identify the plan(s):

Oswego County Agricultural and Farmland Protection Plan

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? <u>Residential 3</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located? <u>Oswego City School District</u>	
b. What police or other public protection forces serve the project site? <u>Oswego County Sheriffs Office, NYS Police Troop B</u>	
c. Which fire protection and emergency medical services serve the project site? <u>Oswego Town Fire Department</u>	
d. What parks serve the project site? <u>Camp Hollis</u>	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Other- shoreline stabilization</u>	
b. a. Total acreage of the site of the proposed action? _____	2 acres
b. Total acreage to be physically disturbed? _____	~0.4 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____	37 acres
c. Is the proposed action an expansion of an existing project or use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
i. If No, anticipated period of construction: _____ 3 months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ _____ _____	

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>Lake Ontario (NYSDEC Waters Index No. Ont), Trib of Lake Ontario (Waters Index No. Ont 68) adjacent to project limits.</u>	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The stabilization project will involve the placement of fill at the toe of bluff on the shoreline of Lake Ontario. Final impacts and amounts will be determined during the design phase of the project.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____
Temporarily disturbed areas, if any, would be restored to their original grades and substrates.

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
 If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7AM-5PM • Saturday: _____ 7AM-5PM • Sunday: _____ 7AM-5PM • Holidays: _____ 7AM-5PM 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Dawn to Dusk • Saturday: _____ Dawn to Dusk • Sunday: _____ Dawn to Dusk • Holidays: _____ Dawn to Dusk
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>Temporary increases above ambient noise levels may occur during construction. Construction will be limited to daytime work hours (7AM-5PM)</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☒ Commercial ☐ Residential (suburban) ☒ Rural (non-farm)

☒ Forest ☐ Agriculture ☒ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

The project area includes shoreline of Lake Ontario and maintained herbaceous cover on Camp Hollis property. Lake Ontario, forested lands, and commercial and residential properties surround the project area.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.0	1.1	+0.1
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	1.0	0.6	-0.4
• Other Describe: <u>slope stabilization (rock and vegetation)</u>	0	0.3	+0.3

c. Is the project site presently used by members of the community for public recreation? ☒ Yes ☐ No
i. If Yes: explain: Camp Hollis and Lake Ontario are used for various recreational activities.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☐ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ ~6.2 feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site:	
Cut and fill land	51.1 %
Beaches	36.3 %
Ira gravelly fine sandy loam	11.8 %
d. What is the average depth to the water table on the project site? Average: _____ ~4.9 feet	
e. Drainage status of project site soils:	
<input checked="" type="checkbox"/> Well Drained:	36.3 % of site
<input checked="" type="checkbox"/> Moderately Well Drained:	62.9 % of site
<input checked="" type="checkbox"/> Poorly Drained	0.7 % of site
f. Approximate proportion of proposed action site with slopes:	
<input checked="" type="checkbox"/> 0-10%:	100 % of site
<input type="checkbox"/> 10-15%:	_____ % of site
<input type="checkbox"/> 15% or greater:	_____ % of site
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
ii. Do any wetlands or other waterbodies adjoin the project site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name <u>Trib to Lake Ontario</u> Classification <u>C/C</u>	
• Lakes or Ponds: Name <u>Lake Ontario</u> Classification <u>A/A</u>	
• Wetlands: Name <u>None mapped</u> Approximate Size <u>N/A</u>	
• Wetland No. (if regulated by DEC) <u>None mapped</u>	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____ <u>Lake Ontario- pathogens from urban/storm runoff</u>	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
j. Is the project site in the 100-year Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site:		
Gray squirrel Great blue heron	Mallard Duck White footed mouse	Canada goose Double crested cormorant
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____		
ii. Source(s) of description or evaluation: _____		
iii. Extent of community/habitat:		
<ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes:		
i. Species and listing (endangered or threatened): _____		
Bald eagle (<i>Haliaeetus leucocephalus</i>)- NYS threatened		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Species and listing: _____		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, give a brief description of how the proposed action may affect that use: _____		
Lake Ontario is used for fishing and waterfowl hunting.		
E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, provide county plus district name/number: _____		
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. If Yes: acreage(s) on project site? _____		
ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature		
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. CEA name: _____		
ii. Basis for designation: _____		
iii. Designating agency and date: _____		

Legend



Project Area

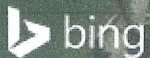
Lake Ontario (Waters Index No. Ont)

Bluff to be stabilized

Pedestrian access to shoreline to be reestablished

Health Camp Rd

Health Camp Rd



Sources: Basemap- Bing Maps, 2019; Project Site- B&L, 2021

**Barton
& Loguidice**



0 75 150 300 450 Feet

Town of Oswego

Aerial Project Site Map

Oswego County

January 2022

New York

Figure

1

Project

No.

132.300

Path: K:\Project\100132300\SEOR\132.300.001 SEOR Figure 1.mxd

RESOLUTION NO. 030

**RESOLUTION DECLARING THE INTENT OF OSWEGO COUNTY TO ACT AS
LEAD AGENCY - INDEPENDENCE TRAIL REDI PROJECT**

Legislator Roy Reehil:

WHEREAS, Oswego County is proposing the Independence Trail Project (Project), located in the Town of Scriba, Oswego County, New York; and

WHEREAS, the Project has been classified as a "Type I Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, it is the intent of Oswego County to assume the role of "Lead Agency" for purposes of conducting a SEQRA assessment of the Project; and

WHEREAS, Part I of a Full Environmental Assessment Form (FEAF) has been completed, reviewed by Oswego County, and will be circulated to all Interested and Involved Agencies for purposes of establishing Oswego County as "Lead Agency" in accordance with 6 NYCRR Part 617.6(b).

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED, that the Chairman of the Oswego County Legislature hereby is authorized to sign Part I of the FEAF (page 13); and it is further

RESOLVED AND DETERMINED, that Oswego County will send said Part I of the FEAF and associated site figure to the attached list of "Interested and Involved Agencies" under cover of a "Notice of Intent to Establish Lead Agency" letter for purposes of establishing Lead Agency status under the SEQRA; and it is further

RESOLVED, that the Chairman of the Oswego County Legislature, together with the Oswego County Attorney and Barton & Loguidice, DPC, as the project consultant, are hereby authorized to take all actions, serve all notices, and complete all documents required to give full force and effect to this determination.

RESOLVED that a certified copy of this resolution delivered Barton & Loguidice, DPC to the shall be their authority to affect the procurement of services.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:

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

**Independence Park REDI Project
SEQRA**

List of Involved Agencies

James Oldenburg, Supervisor
Town of Scriba
42 Creamery Rd
Oswego, NY 13126
scribasupervisor@gmail.com

Trendon Choe and David Bimber
NYSDEC Region 7
615 Erie Boulevard West, Room 206
Syracuse, NY 13204-2400
dep.r7@dec.ny.gov
Trendon.Cho@dec.ny.gov
david.bimber@dec.ny.gov

Terra Haight
NYS Department of State
One Commerce Plaza
99 Washington Ave
Albany, NY 12231-0001
Terra.Haight@dos.ny.gov

Ann Shaw
Dormitory Authority of the State of New York
515 Broadway
Albany, NY 12207-2964
ashaw@dasny.org

List of Interested Agencies

New York State Historic Preservation Office
(SEQRA Information to be submitted online via CRIS)

Brian Chetney
Oswego City – County Youth Bureau
70 Bunner Street
Oswego, NY 13216
Brian.chetney@oswegocounty.com

Zach Grulich
Oswego County Parks and Recreation
Camp Hollis & Camp Zerbe
70 Bunner Street
Oswego, NY 13216
Zach.grulich@oswegocounty.com

**Independence Park REDI Project
SEQRA**

Other Entities Provided Copies of SEQRA Correspondence

Bridget Brown
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, NY 14207
Bridget.Brown@usace.army.mil

Johanna E. Duffy
Barton & Loguidice, D.P.C.
443 Electronics Pkwy
Liverpool, New York 13088
jduffy@bartonandloguidice.com

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Independence Trail REDI Project		
Project Location (describe, and attach a general location map): Town of Scriba, Oswego County, New York		
Brief Description of Proposed Action (include purpose or need): Independence Park is located on the shoreline of Lake Ontario in Oswego County, NY. The primary purpose of this project is to provide a trail connection between two existing trail termini, where visitors were formerly able to traverse a cobble stone beach along the shoreline. The shoreline of the park has been impacted due to high water levels, causing the previously used path to currently be underwater at certain times. Additionally, it has been identified that portions of the existing trail's boardwalks over wetlands and streams are in need of repairs due to high water levels and inundation. A third element included in the project (if funding remains), is to address flooding of a stream located within the park, due to a blocked outfall caused by sediment and cobble buildup from Lake Ontario. Flooding here has caused damage to upstream bridges and roadways that it crosses. Oswego County has received funds through the Lake Ontario Resiliency and Economic Development Initiative (REDI) program to progress these three resiliency improvement projects along the Sithe Trail, located in Independence Park. The proposed project includes three parts: installation of a new trail parallel to the Lake Ontario shoreline to connect two existing trail termini; improvements and/or raising of existing boardwalk locations along the trail system; and dredging/removal of built-up sediment and cobbles at a tributary discharge point to allow for vehicle access for more efficient maintenance moving forward. Figure 1 shows the locations of the three proposed actions.		
Name of Applicant/Sponsor: Oswego County - C/O Oswego City-County Youth Bureau Exec. Director - Brian Chetney		Telephone: 315 349-3452 E-Mail: Brian.Chetney@OswegoCounty.com
Address: 70 Bunner Street		
City/PO: Oswego	State: NY	Zip Code: 13126
Project Contact (if not same as sponsor; give name and title/role): Johanna Duffy, Senior Managing Environmental Scientist, Barton & Loguidice, D.P.C		Telephone: 315-457-5200 E-Mail: jduffy@bartonandloguidice.com
Address: 443 Electronics Parkway		
City/PO: Liverpool	State: NY	Zip Code: 13088
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town of Scriba (permits)	Summer 2022
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Oswego County (project sponsor)	Spring 2022
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC(permit) NYSOGS (permit - TBD) DASNY(funding) NYSDOS (permit - TBD)	Fall 2022 - Spring 2023
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE(permit)	Fall 2022
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Lake Ontario Lakewide Action and Management Plan

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☒ Yes ☐ No

If Yes, identify the plan(s):

Oswego County Agricultural and Farmland Protection Plan

C.3. Zoning

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

Oswego County Sheriffs Office, NYS Police Troop B

Scriba Volunteer Fire Department

Independence Park, County Park, Sunset Bay Park, Scriba Town Park (within 5 miles of project area)

D. Project Details

D.1. Proposed and Potential Development

b. Total acreage to be physically disturbed?	Approx. 0.35 acres
--	--------------------

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % ~10 Units: sq. feet of trail

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

iii. Number of lots proposed?

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 7 months

7 months

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where p determine timing or duration of future phases:

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes,	
i. Total number of structures _____ 1 (new Boardwalk structure)	
ii. Dimensions (in feet) of largest proposed structure: _____ TBD height; _____ TBD width; and _____ TBD length	
iii. Approximate extent of building space to be heated or cooled: _____ N/A square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>Lake Ontario (NYSDEC Waters Index No. Ont). NYS Dept. of Environmental Conservation mapped wetland OE-4, two US Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) mapped Freshwater Forested/Shrub Wetlands</u>	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The project involves construction of new a boardwalk, and repairs to existing boardwalks located within and adjacent to NYSDEC mapped and NWI mapped wetlands. It is assumed construction of new boardwalk will avoid wetland areas. A wetland field delineation will be performed during design. Final impacts to wetlands will be determined during the project's final design phase.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☒ Yes ☐ No

If Yes, describe: Construction of new board walk and repair of existing boardwalks may disturb bottom sediments

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

Temporarily disturbed areas, if any, would be restored to their original grades and substrates. Removal of existing vegetation will be minimized, as possible

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? • Will a line extension within an existing district be necessary to serve the project? <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ <p>_____</p> <ul style="list-style-type: none"> • Will stormwater runoff flow to adjacent properties? 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)</p> <p>_____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7AM-5PM • Saturday: _____ 7AM-5PM • Sunday: _____ 7AM-5PM • Holidays: _____ 7AM-5PM </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Dawn to Dusk • Saturday: _____ Dawn to Dusk • Sunday: _____ Dawn to Dusk • Holidays: _____ Dawn to Dusk </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7AM-5PM • Saturday: _____ 7AM-5PM • Sunday: _____ 7AM-5PM • Holidays: _____ 7AM-5PM 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Dawn to Dusk • Saturday: _____ Dawn to Dusk • Sunday: _____ Dawn to Dusk • Holidays: _____ Dawn to Dusk
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>Temporary increases above ambient noise levels may occur during construction. Construction will be limited to daytime work hours (7AM-5PM)</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: <u>Tree clearing will likely be necessary for construction of new boardwalk - amount of removal will be minimized as much as possible. These trees provide barriers and screening for the County's Independence Park.</u></p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☒ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☒ Forest ☐ Agriculture ☒ Aquatic ☒ Other (specify): Parkland

ii. If mix of uses, generally describe:

The project area is within the Oswego County owned Independence Park that includes forested land, wetlands, and Lake Ontario shoreline. Forested land, industrial properties and residential properties surround the project area.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0	0
• Forested	32.57	32.37	-0.20
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.50	0.50	0
• Wetlands (freshwater or tidal)	12.50	12.4	-0.10
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Boardwalk trail (0.05-acres existing boardwalk to be repaired; 0.30 acres new boardwalk)</u>	0.80	1.10	+0.30

c. Is the project site presently used by members of the community for public recreation? ☒ Yes ☐ No
i. If Yes: explain: The project area consists of a county park used for a variety of recreational activities, Lake Ontario is also used for a variety of recreational activities.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☒ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): 738015 - Alcan Sheet and Plate Company on Lake Road in Scriba
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

The facility consists of three operable units. PCBs have been detected in all three units. Construction debris and small quantities of rags and absorbent materials containing minor amounts of PCBs from a transformer leak were reportedly disposed of in unit 2. Remedial construction (removal of soil/sediment) in unit 3 was completed in 2009 and in unit 1 in 2011. DEC signed the Environmental Easement for this site on October 16, 2013. A Site Management Plan and Final Engineering Report have been completed and approved.

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ ~1.8 feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site:	
Ira and Sodus very stony soils	69.5 %
Scriba very stony soils	24.5 %
Beaches	5 %
d. What is the average depth to the water table on the project site? Average: _____ ~1.5 feet	
e. Drainage status of project site soils: <input checked="" type="checkbox"/> Well Drained: _____ 5.2 % of site	
<input checked="" type="checkbox"/> Moderately Well Drained: _____ 69.5 % of site	
<input checked="" type="checkbox"/> Poorly Drained _____ 24.5 % of site	
f. Approximate proportion of proposed action site with slopes: <input checked="" type="checkbox"/> 0-10%: _____ 30.5 % of site	
<input type="checkbox"/> 10-15%: _____ % of site	
<input checked="" type="checkbox"/> 15% or greater: _____ 69.5 % of site	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
ii. Do any wetlands or other waterbodies adjoin the project site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name <u>one unmapped tributary</u> Classification _____	
• Lakes or Ponds: Name <u>Lake Ontario</u> Classification <u>A/A</u>	
• Wetlands: Name <u>OE-4, Two NWI mapped wetlands</u> Approximate Size <u>12.5</u>	
• Wetland No. (if regulated by DEC) <u>OE-4</u>	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
<u>Lake Ontario- pathogens from urban/storm runoff</u>	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
j. Is the project site in the 100-year Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site:		
Gray squirrel Canada Goose Various aquatic/fish species	Raccoon Great blue heron	Mallard Duck White-footed mouse
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____		
ii. Source(s) of description or evaluation: _____		
iii. Extent of community/habitat:		
<ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes:		
i. Species and listing (endangered or threatened): _____		
Monarch butterfly (<i>Danaus plexippus</i>)- candidate species, bald eagle (<i>Haliaeetus leucocephalus</i>)- NYS threatened, golden eagle (<i>Aquila chrysaetos</i>)-NYS endangered		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Species and listing: _____		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, give a brief description of how the proposed action may affect that use: _____		
Lake Ontario, adjacent to the project work limits, is used for fishing and water fowl hunting.		
E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, provide county plus district name/number: _____		
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. If Yes: acreage(s) on project site? _____		
ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature		
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. CEA name: _____		
ii. Basis for designation: _____		
iii. Designating agency and date: _____		

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____ 	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): _____ ii. Basis for identification: _____ 	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Identify resource: <u>Independence Park, County Park, Sunset Bay Park, Scriba Town Park</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>County and Local parks</u> iii. Distance between project and resource: _____ 0-5 miles. 	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No 	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

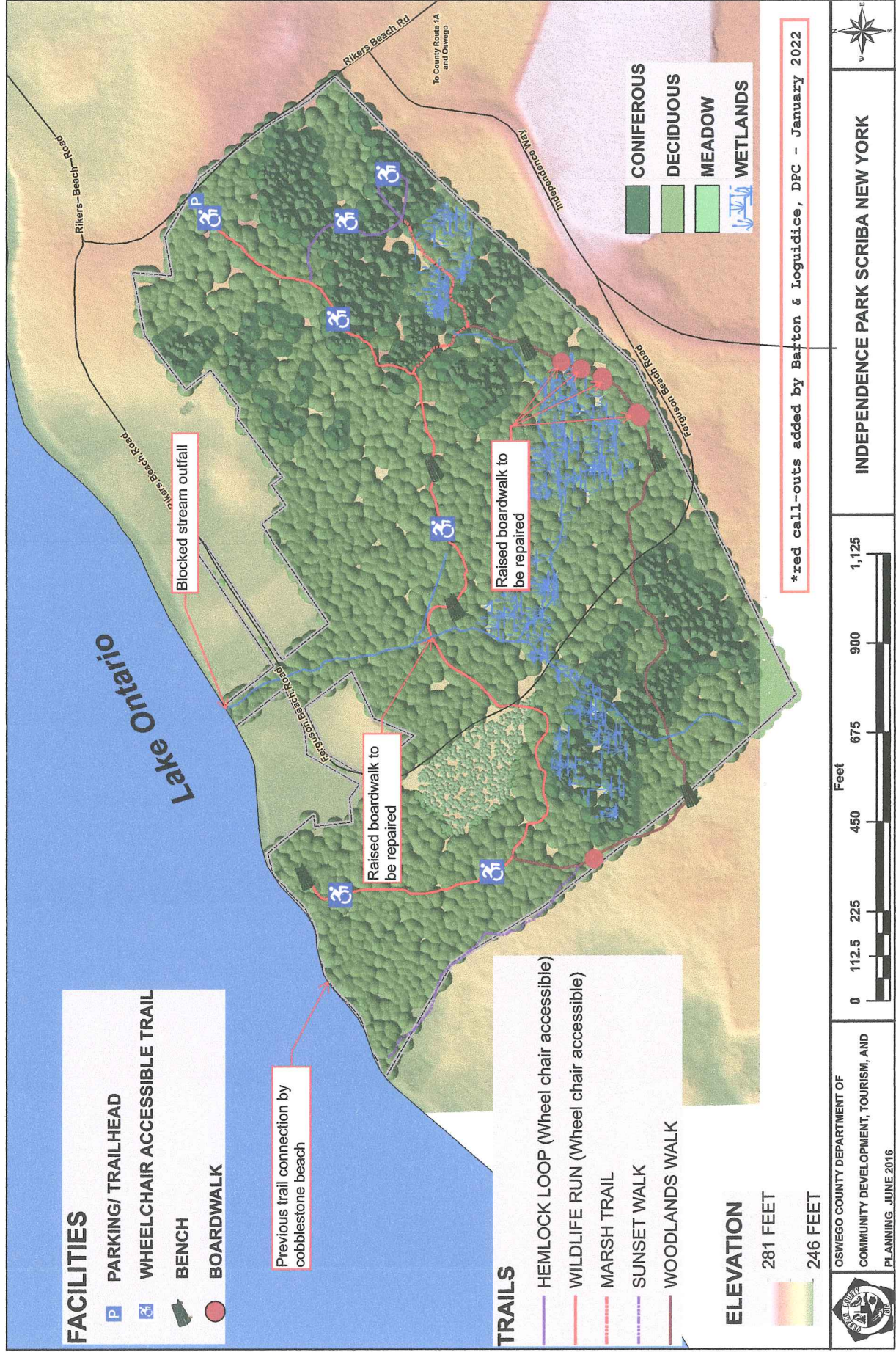
G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

INDEPENDENCE PARK



RESOLUTION NO. 031

**RESOLUTION AUTHORIZING BUDGETARY 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 FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 031 of 2022

A8020.437150 STP-STATE
A8020.546500 STP-OTHER

\$231,456.00
(\$231,456.00)



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

Janet W. Clerkin
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept and Disburse 2021-2022 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 2021-2022 NYS Snowmobile Trail Grant Program and allow the Oswego County Department of Community Development, Tourism and Planning to distribute \$231,456 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.

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, we also receive admin funds (\$9,847) around May for the staff time necessary to run the program.

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

RESOLUTION NO. 032

**RESOLUTION AUTHORIZING REIMBURSEMENT FOR COVID-19 PUBLIC
TRANSPORTATION SERVICES**

By Legislator Tim Stahl:

WHEREAS, Resolution #007-01.07 authorized the County to accept and disburse federal CARES Act public transit funds, and

WHEREAS, the county had a desire to assist residents with transportation to and from Covid-19 testing and vaccination services, and

WHEREAS, this service was/is an eligible expenditure from the CARES allocation, and

WHEREAS, during the Covid-19 State of Emergency, Chairman Weatherup authorized the provision of free transportation for testing and vaccination services, and

WHEREAS, Oswego County Opportunities, as our provider of public transit services, separately provided on-demand transportation for testing and vaccination services from January 22, 2021 through December 31st, 2021 and continues to provide those services as needed and will continue to do so until such a time that the County determines that these services are no longer needed, then therefore be it and it is hereby

RESOLVED, that this body confirms that it was and is desirable to provide free transportation for these services, and be it also

RESOLVED, that the Chairman of the Legislature is authorized to execute any-and-all documents that may be necessary to pay for these services from the County's CARES Transit allocation.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0



David R. Turner
Director

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

COUNTY BUILDING
46 EAST BRIDGE STREET
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Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Public transportation for covid testing and vaccinations.

PURPOSE: Authorize the reimbursement for services provided.

SUMMARY: In January of 2021, Chairman Weatherup, utilizing his executive authority under the State of Emergency in effect at that time, authorized the provision of free public transportation for the purpose of Covid-19 testing and vaccinations. This is an eligible activity under our public transit CARES grant and the Chairman had previously been authorized (Res. #007-01.07) to sign any documents necessary to accept and disburse those funds.

This action authorizes the payment for those services in calendar year 2021 (10,640 miles at \$4.31/mile) in the amount of \$45,858.40 and further authorizes the County to reimburse Oswego County Opportunities for Covid-19 testing and vaccination transportation services at this rate (\$4.31/mile) in the year 2022 until such time as we discontinue the service.

FISCAL IMPACT: Funds are available in the CARES public transit grant for this purpose.

**RECOMMENDED
ACTION:** Approval of this action.

RESOLUTION NO. 033

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF COMMUNITY DEVELOPMENT - CAPITAL PROJECT NO. 192 GRANT
FUNDS**

By Legislator Tim Stahl:

WHEREAS, various grants have been secured for the construction of the County Rt. 176/Howard Rd. wastewater project, and

WHEREAS, the project has recently been completed, 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 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 FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 033 of 2022

H 440890.192

\$500,000.00

H 159900

(\$500,000.00)



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

Janet W. Clerkin
*Office of Promotion
And Tourism*

Donna B. Scanlon
*Office of Community
Development Programs*

Scott Smith
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Accept grant funds for the Airport Sewer Project, budget modification.

PURPOSE: This resolution will authorize the Chairman to execute any and all documents necessary to acquire local and State funds that have been allocated to fund a portion of the cost of the recently completed Airport sewer project.

SUMMARY: Oswego County worked with the Town of Volney and the County of Oswego IDA to fund the Co. Rt. 176/Howard Rd. Wastewater Project. County funds were used to leverage other sources (approx. \$1,418,561) to help pay for these improvements. Now that the project is complete, we will be drawing down these reimbursements. Each will be a request to modify the budget of Capital Project #192 to reflect the respective revenue from each. The first will be \$500,000 from the Northern Border Regional Commission.

FISCAL IMPACT: Recover around \$1,418,561 for CP # 192.

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			DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.	
H	440890	192				-500,000.00
			H	159900		500,000.00
TOTAL AMOUNT						-

COMMITTEE SIGNATURES DATE

22/1/2

5/1-22

2/1/2022

2023/08/21

Maria Loman, 21/09/2022

1.6

COUNTY TREASURER

DATE _____

~~PERSONNEL DIRECTOR~~

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 034

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 21-CDPT-002-FIRST AND LAST MILE MOBILITY SERVICE PROVIDER**

By Legislator Tim Stahl:

WHEREAS, the County issued a request for proposal for a vendor to provide First and Last Mile Mobility Services Provider; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 21-CDPT-002) from multiple qualified firms to provide First and Last Mile Mobility Service Provider.

WHEREAS, the Oswego County Community Development Planning and Tourism Department and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Volunteer Transportation Center, Inc. 808 W. Broadway, Fulton NY 13069 meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Economic Development and Planning Committee that the County of Oswego awards the professional service contract for providing First and Last Mile Mobility Service Provider to Volunteer Transportation Center, Inc. 808 W Broadway, Fulton, NY 13069 per the attached RFP Evaluation and rating 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 FEBRUARY 10, 2022:

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



OSWEGO COUNTY PURCHASING

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

RFP 21-CDPT-002 First and Last Mile Mobility Service Provider

Name of Company	Location	Evaluation Rating	Required Documentation SHC/PRCS/PIS/NCC/RFC									
Urban Mobility Inc.	616 West Buffalo St, Apt 12, Ithaca, NY 14850	102.8	<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								
Volunteer Transportation Center, Inc.	808 W. Broadway, Fulton, NY 13069	115.8	<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

Solicitation Process: RFP 21-CDPT-002 First and Last Mile Mobility Service Provider was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on November 10, 2021. It was also sent directly to the following vendors:

- Gary Mashaw, OCO Transportation
- Sam Purlington, Volunteer Transportation
- Tim Sinclair, Centro
- Edward Flavin, Durham Bus Company

Number of Responses: 2

Urban Mobility Inc.	<p>Pro</p> <ul style="list-style-type: none"> -Hypercommute will be utilized as an available resource. -Familiar with OPT and Centro which are Oswego County's main transportation providers. -Shared information on implementation and operation of similar program in Tompkins County -Technologically Savvy -included -Provided a very detailed budget. <p>Con-</p> <ul style="list-style-type: none"> -Will need time to plan and coordinate before implementing new FMLM program -Very dependent on existing transportation instead of supplementing and enhancing existing services.
Volunteer Transportation Center, Inc.	<p>Pro</p> <ul style="list-style-type: none"> -Prior experience in rural areas of NY is important. Directly applicable range of service. -Includes Transportation training for consumers. -Includes call center and online ability to schedule ride for lowest cost appropriate. -Current Volunteer drivers can be tapped into to implement program on a larger scale -Includes drug & alcohol policy for drivers -Plan addresses linking customers to already existing public transportation modalities but introducing new FMLM vendors to the process. -Experience with volunteer service delivery in multiple counties including Oswego -Familiar with current Oswego County transportation modes and resources. -Will continue to expand with demand increases <p>Con</p> <ul style="list-style-type: none"> -Did not indicate on Proposal Cover Sheet that they were a MWBE or SVOB -5% more will be added for late invoices and the staff assignments are unclear and should be tightened up so that Oswego County does not pay for any administrative services twice.

Proposals Reviewed By: Donna Scanlon, Gidget Stevens, Rachel Pierce, Sara Sunday, and Erin Ermine.

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 Volunteer Transportation Center.

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.

RFP 21-CDPT-002 First and Last Mile Mobility Service Provider

Total Points		Evaluation				Volunteer Transportation Center					
	Criteria	SS	GS	EE	RP	DS					
	Evaluator										
	Cost Effectiveness including cost per mile, 2-year Budget and Identification of other resources	60	55	50	50	55					
60											
	Understanding and Provision of all items requested in the RFP	20	17	20	20	16					
20											
	Demonstrated Experience & Skills	15	14	15	13	15					
15											
	No Vehicles & Drivers	10	8	10	9	9					
10											
	Quality and Clarity - Representation of Vendor's ability to communicate and execute work. How will ADA compliance be achieved.	10	8	10	8	9					
10											
	Capacity to Deliver Work plan and work with other Public Transit Providers	10	8	10	10	10					
10											
	MWOB or SVOB	0	0	5	0	0					
5											
	Total Points	125	110	120	110	114					
130											
Rating per Evaluation		115.8									

Schedule A

Evaluation Comparison
RFP 21-CDPT-002 First and Last Mile Mobility Service Provider

Total Points	Criteria	Evaluation					Urban Mobility Inc.									
		SS	GS	EE	RP	DS										
	Evaluator															
60	Cost Effectiveness including cost per mile, 2-year Budget and Identification of other resources	60	50	40	40	50										
20	Understanding and Provision of all items requested in the RFP	10	15	20	20	20										
15	Demonstrated Experience & Skills	12	12	15	10	15										
10	No Vehicles & Drivers	7	5	10	2	10										
10	Quality and Clarity - Representation of Vendor's ability to communicate and execute work. How will ADA compliance be achieved.	8	8	10	8	10										
10	Capacity to Deliver Work plan and work with other Public Transit Providers	8	7	10	7	10										
5	MWOB or SVOB	0	0	5	0	0										
130	Total Points	105	97	110	87	115										
Rating per Evaluation		102.8														

RESOLUTION NO. 035

**RESOLUTION AUTHORIZING HEALTH DEPARTMENT-NEW POSITION
REQUEST – TEMPORARY FULL-TIME TYPIST IN PREVENTIVE**

By Legislator James Karasek:

WHEREAS, to request approval for a new full-time, temporary, typist position for the Preventive department; and

WHEREAS, to assist the Preventive department with answering phones and performing important clerical duties for various Preventive programs and responsibilities, while short on staff due to leave; and

WHEREAS, this position is vital for the proper and successful completion of several COVID 19-related tasks, which will be difficult to maintain without the position being filled; and

WHEREAS, the immunization, lead and communicable disease programs will be negatively impacted because this position plays a vital role in the completion of required activities; and

WHEREAS, the Maternal Child Health program will be at risk for adverse effects, including orders not being sent out for physician signature; charts not being updated; missed visits, etc., and

WHEREAS, this position answers the main Health Department phone line; without it all other staff members would be tasked with answering the many calls daily, reducing their effectiveness at their various programs responsibilities; 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 a new full-time, temporary, typist position.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:

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

**INFORMATIONAL MEMORANDUM**

Subject: Request approval for a new full-time, temporary, typist position for the Preventive department.

Purpose: To assist the Preventive department with answering phones and performing important clerical duties for various Preventive programs and responsibilities, while short on staff due to leave.

Summary: This position is vital for the proper and successful completion of several COVID 19-related tasks, which will be difficult to maintain without the position being filled. The immunization, lead and communicable disease programs will be negatively impacted because this position plays a vital role in the completion of required activities. The Maternal Child Health program will be at risk for adverse effects, including orders not being sent out for physician signature; charts not being updated; missed visits, etc. This position answers the main Health Department phone line; without it all other staff members would be tasked with answering the many calls daily, reducing their effectiveness at their various programs responsibilities.

Recommended Action:

The OCHD asks the Legislature for approval of a new full-time, temporary, typist position.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: **Health**

DIVISION/UNIT (NUMBER):

A. NEW POSITION REQUEST

1. Position Title Requested: Typist Temporary Full-Time

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

3. a. Bargaining Unit – Hourly Rate from Grade plan: \$15.56 Grade: 3

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

4. Percent of Federal and or State Reimbursement: 80% Fringe Reimbursed: ☐ Yes ☒ No

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

This position is vital for the proper and successful completion of several COVID 19 related tasks, which will be difficult to complete without the position being filled. The immunization, lead and communicable disease programs will be negatively impacted because this position plays a vital role in the completion of required activities. The Maternal Child Health program will be at risk for adverse effects including, orders not being sent out for physician signature, charts not being updated, missed visits, etc. Due to the fact that this position answers the main health department line, staff will be tasked at answering the phone on a daily basis, which will affect every staff member in the department.

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

B. RECLASSIFICATION REQUEST

1. Present Title: _____ 2. Position #: _____

3. Present Salary/Hourly Rate: _____ Grade: _____

4. Requested Title: _____

5. Requested Salary: _____

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

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

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

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

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

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

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

OSWEGO COUNTY DEPARTMENT OF PERSONNEL

NEW POSITION DUTIES STATEMENT

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

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE**DIVISION, UNIT, OR WORK SECTION****LOCATION OF POSITION**

Health

Preventive

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

Title requested:

PERCENT OF WORK TIME

10	<ul style="list-style-type: none"> Answering the main door at the health department and manning the window, directing the public on where to go
20	<ul style="list-style-type: none"> COVID 19 – data entry, filing COVID results, calling and giving results to people that attend our testing sites, receiving calls on the main health department line asking for test results, looks them up and gives them to caller, takes numerous calls a day and is able to appropriately answer COVID related questions, assists with packaging and shipment of COVID tests, assists with sending out monthly provider alerts via IHAN's
10	<ul style="list-style-type: none"> Lead Poisoning Prevention Program (grant funded) - performing mandatory Lead Web activities including obtaining elevated lead levels, maintaining lead files, creating and mailing 2-year old lead testing reminder letters monthly.
10	<ul style="list-style-type: none"> Immunization Program (grant funded) – make appointments for immunization clinics, prepare required paperwork. Input immunizations into NYSSIS, update immunization standing orders yearly and as needed. Attends Hepatitis A clinics, inputs information into NYS CDMS system.
5	<ul style="list-style-type: none"> Maternal Child Health Program – entering referral information into McKesson, sending orders and plans of cares to providers and ensuring they are signed in a timely manner, maintaining charts, making appointment cards for nurses, maintaining the client emergency roster
20	<ul style="list-style-type: none"> Influenza shots/reporting - Attends flu clinics, enters information into NYSSIS and completes required paperwork, data entry, maintains positive flu numbers weekly
10	<ul style="list-style-type: none"> Emergency Preparedness – attends the annual Radiological Drill at EMO, attends and helps to prepare for the yearly PHAD (Public Health Asset Distribution) or the “cookie drill”
10	<ul style="list-style-type: none"> Communicable Disease – maintains the monthly communicable disease report, files communicable disease records, maintains tuberculosis records
5	<ul style="list-style-type: none"> Other: record retention, back up clerical staff for Personal Care Assistance Program (scheduling appointments with clients and case workers, maintaining records and care plans), Receiving deliveries, assisting with maintaining the staff time-off calendar and Maternal Child Health visit calendar.

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Jodi Martin	SPHN	Direct

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

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

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

NAME	TITLE	LOCATION OF POSITION
Gordon Quackenbush	Typist	Environmental

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):

Graduation from high school or possession of an equivalency diploma; **OR**

One (1) year of clerical experience which involved keyboarding (typing); **OR**

An equivalent combination of training and experience as defined by the limits of "A" and "B" above.

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

WORKING KNOWLEDGE OF: Office terminology, practices, and procedures; business arithmetic; business English;

ABILITY TO: Perform prolonged fine-finger movement on a keyboard at a predetermined rate of speed and accuracy; set up forms, charts, and tabular listings; perform detail work involving visual effort and strain; understand and follow oral and written instructions; organize and maintain records and files; deal effectively with the public.

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 1/11/2022

Title: DPS

Signature: Vera Dunsmoor

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. 036**RESOLUTION TO INCREASE AUTHORIZATION FOR CAPITAL PROJECT NO.
B0321 HALL ROAD BRIDGE OVER NINE MILE CREEK**

By Legislator Stephen Walpole:

WHEREAS, this body has established Capital Project #B0321 with a maximum authorization of \$175,000; and

WHEREAS, this increase is necessary to progress this project through the construction phase; and

WHEREAS, the Hall Road bridge over Nine Mile Creek, BIN 3209110, in the Town of Oswego, Oswego County, New York has several bridge superstructure components that are not functioning as originally designed, and

WHEREAS, this bridge received a Yellow Structural Flag in 2021. Due to the condition of the steel the Highway Department has decided to replace the entire superstructure and partially reconstruct the concrete substructures, and

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$75,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0321 Hall Road bridge over Nine Mile Creek.

Capital Project No. B0321

Total Authorization

Bridge – Hall Road Bridge
over Nine Mile Creek

\$250,000

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification**Res. 036 of 2022**

H 450310 B0222
H529000 B0222
A159900
A599014 16

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



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

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

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of Capital Project #B0321 for the purpose of replacing the Hall Road Bridge over Nine Mile Creek in the Town of Oswego, BIN 3209110, County of Oswego.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the level of Capital Project #B0321 be increased by \$75,000 to an authorization level of \$250,000 through a transfer from Capital Reserve #16 for the replacement of the Hall Road Bridge.

SUMMARY: This project is necessary to begin work on replacing the bridge. The bridge currently has a Yellow Structural flag due to the poor condition of the steel superstructure. The concrete substructures will also need to be partially reconstructed.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the increase of funding for Capital Project #B0321.

Kurt P. Ospelt
Highway Superintendent

Date

RESOLUTION NO. 037

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0222 WILTSIEVILLE
ROAD BRIDGE OVER NINE MILE CREEK**

By Legislator Stephen Walpole:

WHEREAS, the Wiltsieville Road bridge over Nine Mile Creek, BIN 3208850, in the Town of Hannibal, Oswego County, New York has several bridge superstructure components that are not functioning as originally designed, and

WHEREAS, this bridge received a Yellow Structural Flag in 2021. Due to the condition of the steel the Highway Department has decided to replace the entire superstructure and partially reconstruct the concrete substructures, and

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$250,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0222 Wiltsieville Road bridge over Nine Mile Creek.

Capital Project No. B0222

Total Authorization

Bridge – Wiltsieville Road Bridge
over Nine Mile Creek

\$250,000

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 037 of 2022

H 450310 B0221	(\$250,000.00)
H529000 B0221	\$250,000.00
A159900	(\$250,000.00)
A599014 16	\$250,000.00



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

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

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the Wiltsieville Road Bridge over Nine Mile Creek in the Town of Hannibal, BIN 3208850, County of Oswego.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize funding through a transfer from Capital Reserve #16, to establish Capital Project #B0222 with an authorization level of \$250,000 for the replacement of the Wiltsieville Road Bridge.

SUMMARY: This project is necessary to begin work on replacing the bridge. The bridge currently has a Yellow Structural flag due to the poor condition of the steel superstructure. The concrete substructures will also need to be partially reconstructed.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project #B0222.

Kurt P. Ospelt
Highway Superintendent

Date

COUNTY OF OSWEGO

COMMITTEE SIGNATURES	DATE
----------------------	------

COMMITTEE SIGNATURES	DATE

COUNTY TREASURER

PERSONNEL DIRECTOR

COUNTY ADMINISTRATOR _____ **DATE** _____

DEPARTMENT HEAD	DATE

RESOLUTION NO. 038

**RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0322 PARKER ROAD
BRIDGE OVER SCRIBA CREEK**

By Legislator Stephen Walpole:

WHEREAS, the Parker Road bridge over Scriba Creek, BIN 3208740, in the Town of Constantia, Oswego County, New York has several bridge superstructure components that are not functioning as originally designed, and

WHEREAS, this bridge received a Yellow Structural Flag in 2021. Due to the condition of the steel the Highway Department has decided to replace the entire superstructure and partially reconstruct the concrete substructures, and

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$350,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0322 Parker Road bridge over Scriba Creek.

Capital Project No. B0322

Total Authorization

Bridge – Parker Road Bridge
over Scriba Creek

\$350,000

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification

Res. 038 of 2022

H 450310 B0322

(\$350,000.00)

H529000 B0322

\$350,000.00

A159900

(\$350,000.00)

A599014 16

\$350,000.00



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

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

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the Parker Road Bridge over Scriba Creek in the Town of Constantia, BIN 3208740, County of Oswego.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize funding through a transfer from Capital Reserve #16, to establish Capital Project #B0322 with an authorization level of \$350,000 for the replacement of the Parker Road Bridge.

SUMMARY: This project is necessary to begin work on replacing the bridge. The bridge currently has a Yellow Structural flag due to the poor condition of the steel superstructure. The concrete substructures will also need to be partially reconstructed.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project #B0322.

Kurt P. Ospelt
Highway Superintendent

Date

RESOLUTION NO. 039

**RESOLUTION AUTHORIZING EXECUTION OF SUPPLEMENTAL
AGREEMENT NO. 1 WITH THE NEW YORK STATE DEPARTMENT OF
TRANSPORTATION COMPTROLLER'S CONTRACT X040213 - PIN 3 RED 05
COUNTY ROUTE 5 SEAWALL REPLACEMENT**

By Legislator Stephen Walpole:

WHEREAS, the County has heretofore approved the execution of an agreement with NYSDOT for the above-referenced REDI project; and

WHEREAS, the County of Oswego has heretofore entered into an agreement with the New York State Department of Transportation for a total project cost not to exceed of \$560,000.00 based upon prior A/E design and construction estimates which are being handled by NYSDOT; and

WHEREAS, due to various factors, the estimated A/E Design and construction cost has increased and is now estimated at \$660,000 for this REDI project; and

WHEREAS, the county will seek approval from the REDI Commission to increase the state funding for this project but this Supplemental Agreement will allow bids to be let by the state; and

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

RESOLVED, that the execution of the annexed Supplemental Agreement be and is hereby approved by this body in an amount not to exceed \$660,000.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:

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



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

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

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of REDI project contract X040312 – PIN 3 RED 05, County Route 5 Seawall Replacement.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize contract X040312 – PIN 3 RED 05 be increased by \$100,000 to an authorization level of \$660,000.

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

**RECOMMENDED
ACTION:**

The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the increase to contract X040312 – PIN 3 RED 05.

Kurt P. Ospelt
Highway Superintendent

Date



Department of
Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

DAVID P. SMITH, P.E.
Regional Director

January 12, 2022

Mr. Kurt Ospelt
Superintendent of Highways
Oswego County Highway Department
31 Schaad Drive
Oswego, NY 13126

Dear Mr. Ospelt:

RE: NEW YORK STATE REDI PROJECT
PIN 3RED05, X040213
County Route 5/Lake Street REDI Project
Oswego County

Enclosed are seven copies of the Supplemental Agreement #1 for the above mentioned project.

Due to the extensive processing time, **please return six entire copies of the agreement and resolution, each with original signatures**, as soon as possible.

If you have any questions or concerns about the enclosed agreement, please contact Loren Gosselin at (315) 428-3228.

Very truly yours,

David N. Roth
Acting Director, Planning & Program Management Group

By

Janet Hutton for Loren Gosselin, P.E.
Regional Local Project Liaison

Enclosures

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to X040213 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

Oswego County (the Sponsor)

Acting by and through the **Chairman of the Legislature**
with its office at **46 East Bridge Street, Oswego, NY 13126.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

☒ Amends a previously adopted Schedule A by (check as applicable):

☐ amending a project description

☒ amending the contract end date

☒ amending the scheduled funding by:

☐ adding additional funding (check and enter the # phase(s) as applicable):

☐ adding phase _____ which covers eligible costs incurred on/after / /

☐ adding phase _____ which covers eligible costs incurred on/after / /

☒ increasing funding for a project phase(s)

☐ adding a pin extension

☐ change from Non-Marchiselli to Marchiselli

☐ deleting/reducing funding for a project phase(s)

☐ other (_____)

☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☐ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: **Oswego County**PIN: **3RED05** BIN: **N/A**Comptroller's Contract No. **X040213**Supplemental Agreement No. **1**Date Prepared: **1/10/22** By: **JH** for **LG**

Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Oswego**

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public**APPROVED FOR NYSDOT:**
APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

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

By: _____

Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____

 For the New York State Comptroller
 Pursuant to State Finance Law '112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 3RED.05

OSC Municipal Contract #: X040213	Contract Start Date: 3/1/2020 (mm/dd/yyyy)	Contract End Date: 12/31/2023 (mm/dd/yyyy)	<input checked="" type="checkbox"/> Check, if date changed from the last Schedule A		
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1					
Agreement Type: <input type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Other Municipality/Sponsor (if applicable):					
<input checked="" type="checkbox"/> State Administered <div style="float: right; text-align: right;"> List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. <input checked="" type="checkbox"/> Municipality: Oswego County 100% of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share </div>					
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
Work Type: OTHER (See Footnotes)		County (If different from Municipality):			
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/>					
Project Description: County Route 5/Lake Street REDI Project, Town of Richland, Oswego County replace the deteriorated concrete wall system and evaluate the structural integrity of the sheeting, to improve resiliency					
Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
3RED.05.301	Current	100% Local	\$660,000.00	\$0.00	\$0.00	\$660,000.00
	Old	100% Local	\$560,000.00	\$0.00	\$0.00	\$560,000.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$660,000.00	\$ 0.00	\$ 0.00	\$660,000.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$ 0.00	\$ 0.00	\$660,000.00	\$660,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Janet Hutton for Loren Gosselin, P.E.
Phone No: 315-428-3228

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB](#)'s website for link to sample footnotes)

- Work includes replacing the deteriorated concrete wall system and evaluating the structural integrity of the sheeting, to improve resiliency.
- A deposit was not required for REDI Projects.
-
-
-
-
-
-
-
-
-

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. ☒ ☐
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. ☒ ☐

RESOLUTION NO. 040**RESOLUTION INCREASING CAPITAL PROJECT NO. B0821 COUNTY ROUTE 5
SEAWALL REPAIR REDI**

By Legislator Stephen Walpole:

WHEREAS, a seawall on County Route 5 in the Town of Richland near the Selkirk Lighthouse, in Oswego County, New York needs to be repaired/replaced; and

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

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

RESOLVED, that the Treasurer is hereby authorized to execute the attached budget modification increasing Capital Project B0821 – County Route 5 Seawall Repair REDI for the maximum expenditure as indicated.

Capital Project #B0821
CR 5 Seawall Repair REDI

Total Authorization
\$660,000

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Authorized Budget Modification**Res. 040 of 2022**

H 450310 B0821	(\$100,000.00)
H529000 B0821	\$100,000.00
A159900	(\$100,000.00)
A9901 599014	\$100,000.00



COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

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

Kurt Ospelt, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of REDI project contract B0821 – PIN 3 RED 05, County Route 5 Seawall Replacement.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize contract B0821 – PIN 3 RED 05 be increased by \$100,000 to an authorization level of \$660,000.






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

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the increase to contract B0821– PIN 3 RED 05.

Kurt P. Ospelt
Highway Superintendent

Date

COUNTY OF OSWEGO

COMMITTEE SIGNATURES	DATE
	2-1-22
	2-1-22
	2-1-22
Linda Lockwood	2-1-22
	2-1-22
	2/1/22

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 041

**RESOLUTION AUTHORIZING EXPENDITURE FROM CAPITAL RESERVE NO.
146- HIGHWAY & EQUIPMENT**

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 \$ 80,000
from Capital Reserve No. 146 – Highway and Equipment to Capital Project No. E0122 –
B&G Vehicles - 2022 and 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 # E0122

Total Authorization

B&G Vehicles - 2022

\$80,000

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 041 of 2022

E0122.529000
146 450300
146 595000
346 159900

\$80,000.00
(\$80,000.00)
\$80,000.00
(\$80,000.00)



Rick Doten
Superintendent

COUNTY OF OSWEGO
BUILDINGS & GROUNDS DEPARTMENT

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

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

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project in order to replace the 2014 Dodge Caravan and a 2006 Chevy Pickup truck. This request includes costs associated with snow plow for the Pickup truck. I am requesting funds from Capital Reserve # 146 – Highway & Automotive Equipment.

PURPOSE: Purchase one (1) new 2022 Passenger Van , one (1) new 2022 4x4 2500 Series truck, and one (1) snow plow.

SUMMARY: The current 2014 Dodge Caravan is used daily to deliver interoffice mail and supplies to the County facilities. The vehicle is driven approximately 70 miles each day and has over 125,000 miles. It is starting to show wear and tear of the daily miles.

The 2006 Chevy Pick up is 16 years old and has 83,000 miles on it. It is becoming more and more unreliable to use on a daily basis.

These vehicle replacements are included in Buildings and Grounds 5 year Equipment Plan.

RECOMMENDED: Purchase one (1) new 2022 Passenger Van, one (1) new 2022 2500 Series truck, and one (1) plow. The cost of this purchase is estimated at \$ 80,000.

ACTION: Transfer \$ 80,000 from the Capital Reserve # 146 Highway & Auto Equipment to Capitol Project # E0122 – B&G Vehicles - 2022

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER		ACCOUNT NUMBER		DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	
E 0122	52900			Establish CP# E0122 - B&G Vehicles 2022	\$ 80,000.00
			146	450300	(80,000.00)
				with a maximum authorization of \$ 80,000 to purchase vehicles &	
				a plow for Buildings and Grounds department. This project will be	
				funded through a transfer of funds from CR#146 - Highway	
				and Automotive Equipment	
146	59500				80,000.00
			346	159900	(80,000.00)
TOTAL AMOUNT					-

COMMITTEE SIGNATURES	DATE
<i>Steve [Signature]</i>	2-1-22
<i>[Signature]</i>	2-1-22
<i>Paul [Signature]</i>	2-1-22
<i>Genda Lockwood</i>	2-1-22
<i>Dave [Signature]</i>	2-1-22
<i>R. Williams</i>	2/1/22

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

RESOLUTION NO. 042

**RESOLUTION AUTHORIZING BUDGET MODIFICATION CENTRAL
SERVICES ESTABLISHING CAPITAL PROJECT NO. T0122 FOR UPDATE OF
COPIER FLEET AND FAX SERVER SOLUTION**

By Legislator Stephen Walpole:

WHEREAS, the Central Services Director has identified the need to establish a capital project for updating the County's copier fleet and to purchase a fax server solution, with a maximum authorization of \$ 200,000.

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$ 200,000 from Capital Reserve No. 145 – Technology Reserve to the designated Capital Project T0122 and that the project is hereby authorized for the maximum.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

LEGISLATURE
COUNTY
OSWEGO

Authorized Budget Modification

Res. 042 of 2022

H 450310 T0122	(\$200,000.00)
H529000 T0122	\$200,000.00
A599014 145	\$200,000.00
A159900	(\$200,000.00)



Greg Powlin
Director

COUNTY OF OSWEGO
CENTRAL SERVICES DEPARTMENT

39 Churchill Road
Oswego, New York 13126

Phone: (315) 349-3526

INFORMATIONAL MEMORANDUM

SUBJECT: Establish capital project for update of County's copier fleet and to transition from traditional device-based fax solution to cloud-based secure fax server solution.

PURPOSE: To provide funding of \$200,000 to replace the County's copier fleet of approximately 60 devices, resulting in lower cost, increased reliability, and enhanced security. These funds will also provide for transition of approximately 60 analog fax lines to a cloud-based solution with a budget neutral annual cost.

An important additional component of this project is to direct most of departments' print volumes to these more efficient devices, resulting in lower overall expense and a reduction in the number of devices requiring support and service.

To support this initiative, Central Services proposes implementing a countywide print policy to encourage printing to the new devices and to expedite decommissioning of obsolete, expensive-to-operate devices.

SUMMARY: This capital project provides for upgrades to County's copier fleet and lays the groundwork to move toward an optimized, lower cost countywide print solution.

The fax server solution will enable retrieval of faxes if working remotely and provides for sending faxes from copiers or an employee's computer workstation and increases security as sensitive faxes will no longer be sitting on a fax machine awaiting retrieval.

Requested funds provide for implementation support and employee training.

**RECOMMENDED
ACTION:**

I respectfully request transferring \$ 200,000 from Capital Reserve # 145 – Technology Reserve to establish a new Capital Project T0122 for the copier and fax service expenditures listed above.

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER		ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT		
H	450310	T0122			Capitla Project #T0122 for Copier Fleet Upgrade & Fax Server	\$ (200,000.00)
			H	529000	This project will be funded through a transfer of funds from	\$ 200,000.00
					CR#145 - Technology Reserve	
			A	599014	145	200,000.00
A	159900					\$ (200,000.00)
TOTAL AMOUNT						-

COMMITTEE SIGNATURES DATE

DATE _____

2-1-22

2-1-22

Paul S. Horn 2-1-22

2-1-22

Paul Hals 7-1-27

R. Wilmer 2/1/22

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

8.1.22 DATE

RESOLUTION NO. 043

RESOLUTION APPOINTING ACTING DIRECTOR OF SOLID WASTE PROGRAMS

By Legislator Stephen Walpole:

WHEREAS, the County is desirous of providing unified management of its Solid Waste System, and

WHEREAS, the Solid Waste System includes the landfill, transfer stations, recycling, and the Energy Recovery Facility, and

WHEREAS, the position of Director of Solid Waste Programs is presently vacant due to a retirement, and

WHEREAS, pending a search for a new Director, it is both necessary and desirable to have an Acting Director appointed for the continued management of the County's Solid Waste System, and

WHEREAS, a suitable candidate has been found and is willing to serve as Acting Director,

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

RESOLVED, that Carl L. Schmidt be appointed as Acting Director of Solid Waste Programs, effective immediately and until such time as a permanent appointment is made, at a salary of \$89,835, Salary Grade 80, Step 2, in the Management Personnel Compensation Plan.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

Carl L. Schmidt

EDUCATION:

Syracuse University School of Law: Syracuse, NY

Juris Doctor, *cum laude*, May 2011.

Honors:

- Syracuse University Graduate Fellowship
- Certificate in Technology Commercialization Law

United States Merchant Marine Academy: Kings Point, NY

Bachelor of Science in Marine Engineering Systems, *magna cum laude*, June 2003.

WORK EXPERIENCE:

Oswego County Department of Solid Waste

Fulton, New York

Operations Manager

October 2015-Present

Supervise operation of the County's main solid waste facility, landfill and five (5) remote transfer stations. Schedule and direct day-to-day operation of thirty (30) employees. Ensure compliance with State and federal environmental regulations and permit requirements. Maintain contact with regulatory authorities. Compile records and complete regulatory reporting. Write submissions, engineering specifications and purchase requisitions. Oversee relevant construction and consulting projects.

Oswego County Department of Solid Waste

Fulton, New York

Shift Supervisor

July 2014-October 2015

Supervised operation of the County's 200 ton-per-day waste-to-energy steam plant. Ensured operational compliance with State and federal environmental regulations and permit requirements. Operated steam plant to supply industrial process steam, or, alternatively, to power turbine-generators. Ensured proper maintenance of plant systems and efficient plant operation.

DiMartino Law Office

Oswego, New York

Attorney, Law Clerk

2010-July 2014

Counseled local clients in civil, criminal and administrative matters. Performed research and drafted pleadings and memoranda concerning diverse legal issues with a focus on domestic relations law, criminal law, social security disability and residential real estate matters. Appeared before State and federal courts representing clients.

New York State Science & Technology Law Center*Syracuse, New York**Senior Research Associate/ Research Associate (student position)*

2009-2011

Partnered with various Upstate New York firms to research technical and legal issues relative to regulatory compliance and commercialization of emerging technologies. Directed research teams in preparing advisory reports and presented recommendations to clients.

Interocean American Shipping*M/V Independence, M/V Independence II**2nd Assistant Engineer, 3rd Assistant Engineer*

2006-2008

Operated ship propulsion and auxiliary systems. Troubleshoot mechanical, electrical and piping systems as required. Ensured operational compliance with environmental and industrial safety regulations. Managed maintenance of assigned ship systems.

Rochester Ferry Company*HSV Spirit of Ontario**Senior Maintenance Engineer*

2005-2006

Managed off-duty maintenance of all ship systems aboard a modern high-speed passenger vessel. Directed night maintenance crew in various preventative and corrective maintenance duties upon varied systems.

American Overseas Marine (General Dynamics)*USNS Capella, USNS Altair**3rd Assistant Engineer*

2004-2005

Operated steam propulsion and auxiliary systems. Performed preventative and corrective maintenance at direction of Chief Engineer.

Alaska Tanker Company*M/V Marine Columbia**3rd Assistant Engineer*

2003-2004

Operated ship propulsion and auxiliary systems. Ensured operational compliance with environmental and industrial safety regulations. Managed maintenance of assigned ship systems.

SPECIAL QUALIFICATIONS:

- **New York State Bar License No.: 5005491**
- **American Society of Mechanical Engineers QRO Certified Plant Operator, Oswego County Energy Recovery Facility**
- **United States Navy Reserve (2003-2012): Honorably Discharged as Lieutenant**

RESOLUTION NO. 044

**RESOLUTION ADOPTING AN INVESTMENT POLICY AND DESIGNATING
BANKS AS DEPOSITORIES OF COUNTY FUNDS**

By Legislator John Martino:

WHEREAS, the Oswego County Legislature has heretofore, upon the recommendation of the Oswego County Treasurer, adopted an Investment Policy, and

WHEREAS, the Oswego County Treasurer has reviewed said proposed investment policy and has submitted it to the Finance and Personnel Committee of this Legislature and has recommended the adoption of said amended policy, and

WHEREAS, this policy is required by General Municipal Law §39 and a resolution is both necessary and desirable,

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

RESOLVED, that the Oswego County Legislature hereby adopts and amends the Oswego County Investment Policy, to conform with a copy of the policy, which is attached hereto and made a part hereof, and which also includes a list of the banks designated as depositories of county funds; and it is further

RESOLVED, that the Oswego County Treasurer be and is hereby authorized to execute Deposit Placement Agreements consistent with the county's investment policy, as may be necessary, with banks designated as depositories of county funds to increase the availability of FDIC insurance on those public deposits that the County of Oswego invests in a qualified New York State-approved Reciprocal Deposit Program, provided that there is no charge to the county for the program.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY INVESTMENT POLICY AND DESIGNATION OF DEPOSITORIES FOR COUNTY FUNDS

I. SCOPE

This investment policy has been adopted pursuant to New York State General Municipal Law §39 and applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual held by the County of Oswego unless state law specifically provides otherwise (e.g. State monies held by County Clerk under General Municipal Law §11(5)).

II. OBJECTIVES

The primary objectives of the County of Oswego's investment activities are, in order of priority:

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

III. DELEGATION OF AUTHORITY

The County Legislature's responsibility for administration of the investment program is delegated to the County Treasurer, as Chief Fiscal Officer of the County of Oswego, who shall establish procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County of Oswego to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the County of Oswego to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROL

It is the policy of the County of Oswego for all monies collected by any officer or employee of the government to transfer those funds to the County Treasurer within the time period specified in law and, if none is specified, by the same or next business day.

The County Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of monies up to the following maximum amounts are:

<u>Name of Bank</u>	<u>Maximum Amount</u>
Key Bank N.A.	\$70,000,000.00
J. P. Morgan Chase, N.A.	\$70,000,000.00
Community Bank, N.A.	\$70,000,000.00
Pathfinder Bank, N.A.	\$70,000,000.00
NBT Bank, N.A.	\$70,000,000.00
Bank of America, N.A.	\$70,000,000.00

which are legally authorized for the handling of municipal funds, pursuant to the laws of the State of New York.

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law §10, all deposits of the County of Oswego, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value” as provided by General Municipal Law §10, equal to the aggregate amount of deposits from the categories designated in **APPENDIX A** to this policy.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
4. In lieu of, or in addition to the deposit of eligible securities, the officers making a deposit may, in the case of an irrevocable letter of credit issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, accept such letter of credit payable to such local government as security for the payment of one hundred percent of the aggregate amount of public deposits from such officers and the agreed upon interest, if any.

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by (the depository and/or a third party) a bank or trust company subject to security and custodial agreements.

The security agreements shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default.

The agreement shall also provide the conditions under which the securities may be sold, presented for payment, substituted, or released and the events which will enable the local government to exercise its rights in the pledged securities. In the event that the securities are

not registered or inscribed in the name of the County of Oswego, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to Oswego County or its custodial bank.

The custodial agreement shall provide the securities held by the bank or trust company, or agent of and custodian for, the County of Oswego, will be kept separate and apart from the general assets of the custodial bank or trust company, and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution, or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the County of Oswego a perfected interest in the securities.

In accordance with New York State General Municipal Law § 10, the County of Oswego authorizes the County Treasurer to deposit funds collateralized through deposit placement programs utilizing reciprocal deposit programs between designated depositories and other banks or authorized institutions. Such funds may be deposited in checking, money market or other special time deposit accounts, as well as in other accounts permitted by General Municipal Law. Participation in a deposit placement program shall be permitted when the following conditions are met:

1. On or after the date the county's funds are received by a designated depository, the designated bank or trust company shall arrange for the redeposit of such funds into deposit accounts in one or more banking institutions and the county's depository bank or trust company shall serve as the custodian for the county with respect to the redeposited funds.
2. The county's funds held in the depository bank or trust company in excess of available FDIC coverage, pending redeposit, must be properly secured and collateralized in accordance with General Municipal Law as if there were no deposit placement program.
3. The full amount of the redeposited funds, plus any accrued interest, shall be covered by the FDIC and the accrued interest paid on any redeposit to the county shall be the same as the interest that is paid by the designated bank or trust company.
4. At the time of the redeposit, the county's depository bank or trust company shall receive an amount from a participating banking institution at least equal to the total amount of the county's funds that are redeposited with said institution.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law §11(2)(a), the County of Oswego authorizes the County Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

(1) in special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in this state; or

(2) in accordance with all of the following conditions:

(i) the moneys are invested through a bank or trust company located and authorized to do business in this state;

(ii) the bank or trust company arranges for the deposit of the moneys in certificates of deposit in one or more banking institutions, as defined in section nine-r of the banking law, for the account of the local government;

(iii) the full amount of principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation;

(iv) the bank or trust company acts as custodian for the local government with respect to such certificates of deposit issued for the local government's account; and

(v) at the same time that the County of Oswego's moneys are deposited, and the certificates of deposit are issued for the account of the local government, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by the local government through the bank or trust company.

For any investment made pursuant to General Municipal Law §11(2)(a), such time deposit account or certificate of deposit shall be payable within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained and provided further that such time deposit account or certificate of deposit be secured in the same manner as is provided for securing deposits of public funds by subdivision three of section ten of this article.

The County Treasurer is also authorized to make investments pursuant to General Municipal Law §11(3)(a) in the following (*note: GML section changes July 2023*):

- obligations of the United States of America or in obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America
- obligations of the state of New York,
- with the approval of the state comptroller in obligations issued pursuant to section 24.00 or 25.00 of the New York State Local Finance Law by any municipality, school district or district corporation other than the municipality, school district or district corporation investing such moneys pursuant to this paragraph.

- moneys in any reserve fund established pursuant to General Municipal Law sections 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n may be invested in obligations of the municipality, school district, fire district or district corporation which has established the reserve fund, or in the case of a capital reserve fund established for a town or county improvement district, obligations of the town or county issued for the purposes of such district.
- Certificates of Participation under General Municipal Law 109-b(10) which specifically constitute “securities” under that section.

The County Treasurer on behalf of the County of Oswego may also make investments in the following:

- (i) general obligation bonds and notes of any state other than this state, provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the state comptroller;
- (ii) obligations of any corporation organized under the laws of any state in the United States maturing within two hundred seventy days, provided that such obligations receive the highest rating of two independent rating services designated by the state comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than two hundred fifty million dollars may be invested in such obligations of any one corporation; or
- (iii) bankers’ acceptances maturing within two hundred seventy days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof and which is a member of the federal reserve system and whose short-term obligations meet the criteria outlined in clause (ii) of this subparagraph. Provided, however, that no more than two hundred fifty million dollars may be invested in such bankers’ acceptances of any one bank or trust company; or
- (iv) obligations of, or instruments issued by or fully guaranteed as to principal and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal national mortgage association, the federal home loan mortgage corporation and the United States postal service,

provided, however, that no more than two hundred fifty million dollars may be invested in such obligations of any one agency.

- (v) no-load money market mutual funds registered under the Securities Act of 1933, 1 as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, 2 as amended, provided that such funds are limited to investments in obligations issued or guaranteed by the United States of America or in obligations of agencies or instrumentalities of the United States of America where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations), and are rated in the highest rating category by at least one nationally recognized statistical rating organization, provided, however, that no more than two hundred fifty million dollars may be invested in such funds.

All investments made pursuant to General Municipal Law §11(3)(a) shall be subject to the following conditions:

(1) Such obligations shall be payable or redeemable at the option of the County of Oswego within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event, at the option of the County of Oswego, within two years of the date of purchase. Obligations that are purchased pursuant to a repurchase agreement shall be deemed to be payable or redeemable for purposes of this paragraph on the date on which the purchased obligations are scheduled to be repurchased by the seller thereof. Any obligation that provides for the adjustment of its interest rate on set dates shall be deemed to be payable or redeemable for purposes of this paragraph on the date on which the principal amount can be recovered through demand by the holder thereof.

(2) Such obligations, unless registered or inscribed in the name of the County of Oswego, shall be purchased through, delivered to and held in the custody of a bank or trust company or, with respect to the city of New York and counties, a reputable dealer in such obligations as shall be designated by the state comptroller, in this state. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company or dealer in obligations only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the County of Oswego by the bank or trust company. All obligations held in the custody of a bank or trust company pursuant to this paragraph shall be held by such bank or trust company pursuant to a written custodial agreement as set forth in paragraph a of subdivision three of section ten of the General Municipal Law.

All investment obligations shall be payable or redeemable at the option of the County of Oswego within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided, and, in the case of obligations purchased with the

proceeds of bonds or notes, shall be payable or redeemable at the option of the County of Oswego within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The County Treasurer on behalf of the County of Oswego shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amounts of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the County of Oswego. Security dealers not affiliated with the bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The County Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

The County Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner when authorized by the County Legislature.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by resolution of the Oswego County Legislature.
3. By utilizing an ongoing investment program with an authorized tracking partner pursuant to a contract authorized by resolution of the Oswego County Legislature.

All purchased obligations, unless registered or inscribed in the name of the County of Oswego, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the County of Oswego by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law§10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of or custodian for, the County of Oswego, will be kept separate and apart from the general assets of this custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities.

The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the County of Oswego a perfected interest in the securities.

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a master repurchase agreement approved by the Oswego County Legislature.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations of agencies of the United States of America where principal and interest are guaranteed by the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.
- Repurchase agreement maturities shall be limited to 30 days or less.

XIV. COURIER SERVICE

The Oswego County Legislature hereby authorizes the County Treasurer to enter into a contract with a courier or armored car service for the purpose of causing the deposit of public funds with a bank or trust company as provided for under General Municipal Law section 10(4), as may be necessary, consistent with the County of Oswego's Procurement Policy.

RESOLUTION NO. 045

**RESOLUTION OF PLAN SPONSOR AMENDING AND RESTATING A
DEFERRED COMPENSATION PLAN FOR THE COUNTY OF OSWEGO**

By Legislator John Martino:

WHEREAS, the County of Oswego has, heretofore, sponsored a Deferred Compensation Plan under section 457(b) of the Internal Revenue Code for county employees; and

WHEREAS, due to changes in regulations and law, certain amendments are both necessary and desirable; and

WHEREAS, as of the end of 2021, the Deferred Compensation Plan had employee contributions of approximately \$42 million; and

WHEREAS, the Deferred Compensation Committee for the County of Oswego has approved the annexed Amended and Restated Plan,

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

RESOLVED, that the County of Oswego as Plan Sponsor hereby approves the annexed Amended and Restated Deferred Compensation Plan for Oswego County employees.

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0



Julie A. Bell
Director of Human Resources

OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

COUNTY BUILDING
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OSWEGO, NEW YORK 13126
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INFORMATIONAL MEMORANDUM

Subject: Resolution Amending and Restating the Deferred Compensation Plan for Employees of the County of Oswego.

Purpose: To continue the County's Deferred Compensation Plan in compliance with IRS Code.

Summary: The County had adopted and currently administers the Model Plan for Deferred Compensation in accordance with Regulations of the New York State Deferred Compensation Board. Periodically, these regulations are amended as required by the U.S. Department of Treasury Internal Revenue (IRS). When amendments occur, the County is notified and advised by the NYS Deferred Compensation Board to adopt the amendments by resolution of the Legislature. If amendments are not adopted, the plan would no longer qualify as an "eligible deferred compensation plan" under Section 457(b) of the Internal Revenue Code.

Recommended Action: To authorize and adopt the attached resolution which amends the Plan, per the IRS, as outlined in the attached Plan Document for the Deferred Compensation Plan for Employees of Oswego County and Schedule A.

Fiscal Impact: None.

Plan Document

for the

**DEFERRED COMPENSATION
PLAN FOR EMPLOYEES OF THE
COUNTY OF OSWEGO**

Amended and Restated as of January 1st, 2022

v. 12/11/2020

Amended and Restated as of January 1st, 2022

**Deferred Compensation Plan
for Employees of
The County of Oswego
Plan Document**

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**Deferred Compensation Plan
for Employees of
The County of Oswego**
Plan Document

PURPOSE

The purpose of the Plan is to encourage Employees to make and continue careers with the Employer by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

SECTION 1 DEFINITIONS

When used herein, the following terms shall have the following meanings:

- 1.1 “Account” means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.
- 1.2 “Account Participant” means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.
- 1.3 “Administrative Service Agency” means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.4 “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.
- 1.5 “Alternate Payee Account” means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.
- 1.6 “Amounts Deferred or Contributed” means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).
- 1.7 “Before-Tax Deferral Account” means the Account or Accounts established under the Plan to record a Participant’s Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.
- 1.8 “Before-Tax Deferrals” means that part of a Participant’s Compensation which is deferred into the Plan and is not includable in the Participant’s taxable income which, in the absence of a Participant’s election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant’s taxable income.
- 1.9 “Beneficiary” means the beneficiary or beneficiaries established in accordance with the provisions of Section 9 to receive the amount, if any, payable under the Plan upon the death of a Participant or, if applicable, Beneficiary, including Designated Beneficiaries, Default Beneficiaries and Eligible Beneficiaries.
- 1.10 “Beneficiary Account” means the Account established for a Beneficiary in accordance with Section 6.2.
- 1.11 “Business Day” means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

1.12 “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act of 2020, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All references to sections of the CARES Act are to such sections as they may from time to time be amended or renumbered.

1.13 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.14 “Committee” means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.15 “Compensation” means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee’s gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, *provided* that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.16 “Coronavirus-Related Distribution” means a distribution made from the Plan to a Qualified Participant on or after January 1, 2020 and before December 31, 2020 or such other date provided for under the CARES Act or other applicable law.

1.17 “Default Beneficiary” has the meaning set forth in Section 9.2(a).

1.18 “Designated Beneficiary” means a Beneficiary designated in accordance with Section 9.1 by a Participant (or by the Surviving Spouse of a Participant on or following the death of the Participant in accordance with Section 9.3).

1.19 “Distributee” means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.20 “Distribution Waiting Period” means 45 days following a Participant’s Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

1.21 “Earliest Retirement Date” means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.22 “Effective Date” means January 1st, 2022

1.23 “Eligible Beneficiary” means, in accordance with Section 401(a)(9) of the Code, a Beneficiary who is, as of the time of the Participant’s death, (i) the Participant’s Surviving Spouse, (ii) the Participant’s child who has not yet reached the age of majority (within the meaning of Section 401(a)(9)(F) of the Code), (iii) a disabled Beneficiary (within the meaning of Section 72(m)(7) of the Code), (iv) a Beneficiary who is chronically ill (within the meaning of Section 7702B(c)(2) of the Code) or (v) a Beneficiary who is not more than 10 years younger than the Participant.

1.24 “Eligible Retirement Plan” means:

- (a) an individual retirement account described in Section 408(a) of the Code;
- (b) an individual retirement annuity described in Section 408(b) of the Code;
- (c) a qualified trust under Section 401(a) or 401(k) of the Code;
- (d) an annuity contract or custodial account described in Section 403(b) of the Code;
- (e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and
- (f) a Roth IRA.

1.25 “Eligible Rollover Distribution” means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code or (c) any distribution due to an Unforeseeable Emergency.

1.26 “Employee” means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

1.27 “Employer” means The County of Oswego

1.28 “Enrollment Date” means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.

1.29 “Financial Organization” means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

1.30 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008.

1.31 “Includible Compensation” means “includible compensation” as defined in Section 457(e)(5) of the Code.

1.32 “Investment Fund” means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).

1.33 “Investment Option” means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).

1.34 “Loan Grace Period” means 90 days following the due date of a Participant’s scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.

1.35 “Maximum Annual Number of Partial Distributions” means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.36 “Minimum Installment Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.

1.37 “Minimum Lump Sum Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.38 “Normal Retirement Age” means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in

such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65 and (ii) ending no later than age 72. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant's designation of a Normal Retirement Age shall not control the date that payment of such Participant's benefits shall commence pursuant to Section 8.

1.39 "Participant" means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

1.40 "Participation Agreement" means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation for future Enrollment Dates and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

1.41 "Plan" means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

1.42 "Plan Benefit" has the meaning set forth in Section 6.5.

1.43 "Plan Year" means the calendar year.

1.44 "Qualified Domestic Relations Order" means any judgment, decree or order, including, approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

1.45 "Qualified Participant" means a Participant who meets the requirements of Section 2202(a)(4)(A)(ii) of the CARES Act.

1.46 "Qualified Roth Contribution Program" means a qualified Roth contribution program as defined in Section 402A of the Code.

1.47 "Regulations" means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.

1.48 "Required Beginning Date" means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 72 or (b) Severs from Employment.

1.49 "Review Committee" means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.

1.50 “Rollover Account” means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant’s Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).

1.51 “Rollover Contribution” means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.

1.52 “Roth Account” means the Account or Accounts established under the Plan to record a Participant’s Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Roth Contributions may also be referred to as a Roth Account.

1.53 “Roth Contributions” means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:

(a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount in Compensation.

1.54 “Roth IRA” has the meaning set forth in Section 408A of the Code.

1.55 “Roth Program” means a Qualified Roth Contribution Program within the Plan.

1.56 “Section 457 Transfer” means a transfer made into an Account pursuant to Section 5.1.

1.57 “SECURE Act” means the Setting Every Community Up for Retirement Enhancement Act of 2019, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE Act are to such sections as they may from time to time be amended or renumbered.

1.58 “Severance from Employment” or “Severs from Employment” means a severance from employment with the Employer within the meaning of Section 457 of the Code.

1.59 “State” means the State of New York.

1.60 “Surviving Spouse” means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant’s death.

1.61 “Treasury Regulations” means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the

Treasury Regulations are to such sections as they may from time to time be amended or renumbered.

1.62 “Trust Agreement” means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.

1.63 “Trust Fund” means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.

1.64 “Trustee” means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.

1.65 “Unforeseeable Emergency” means a (i) severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or Beneficiary, the Participant’s or Beneficiary’s spouse, or the Participant’s or Beneficiary’s dependent, (ii) loss of the Participant’s or Beneficiary’s property because of casualty, or (iii) other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.

1.66 “Unit” means a unit measuring the value of an Account Participant’s proportionate interest in an Investment Fund.

1.67 “USERRA” means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.

1.68 “Valuation Date” means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

SECTION 2 PARTICIPATION

2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement is filed with the Administrative Service Agency.

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement or amendment or modification thereto shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement or such amendment or modification is filed with the Administrative Service Agency.

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

SECTION 3 AMOUNTS DEFERRED OR CONTRIBUTED

3.1 Participant Deferral and Contribution Authorization.

(a) Initial Authorization. A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals. Any initial deferral election shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(b) Modifications. A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(c) Roth Contributions. To the extent that the Committee has resolved on or after January 1, 2011 to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b). For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) Discontinuance or Suspension. A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(e) Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to the Section 414(u)(12)(B)(i) of the Code and, to the extent that the Committee has resolved to implement a suspension of deferrals

after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of \$10 and shall not exceed the lesser of:

- (i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and
- (ii) 100% of the Participant's Includible Compensation for the Plan Year;

provided, however, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

- (i) twice the dollar amount set forth in Section 3.2(a); and
- (ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

- (i) the excess of 100% of Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and

(ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

(d) Dual Eligibility. Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of:

(i) the 457 catch-up contribution amount under Section 3.2(b); and

(ii) the age 50 catch-up contribution amount under Section 3.2(c).

(e) USERRA. Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

(f) Excess Deferrals and Contributions. In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

SECTION 4
INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions

involving Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result

of the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the

proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

SECTION 5 ROLLOVERS

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed. The Administrative Service Agency may require such documentation from the distributing Eligible Retirement Plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan.

(b) Written Request; Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or Section 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each Section 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to Section 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan; *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the Section 457 Transfer or Rollover Contribution.

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided, however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

SECTION 6 ACCOUNTS AND RECORDS OF THE PLAN

6.1 Participant Accounts.

(a) In General. The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) Written Statement. Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or

Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

SECTION 7
**WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS OF
SMALL AMOUNTS; LOANS**

7.1 Distribution for an Unforeseeable Emergency.

(a) Amount of Distribution for an Unforeseeable Emergency. Upon a showing by a Participant of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(b) Evidence of Other Relief. A Participant must provide evidence that the amount requested for an Unforeseeable Emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

7.2 Distribution from a Small Inactive Account.

(a) Elective Distribution. An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of \$5,000 or less (or such greater amount as may be permitted by Section 401(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed \$5,000 of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

- (i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and
- (ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a Roth Account pursuant to Section 8.8, but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant

to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided, however*, that in the event any such distribution is greater than \$1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall be made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least \$1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

(i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and

(ii) \$50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

(d) Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last Business Day of the month preceding the application for the loan, or such other

reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. The Committee shall be required to designate under Section 7.3(e) of Schedule A the source(s) of Plan loans. Plan loans shall be made solely from the source(s) designated by the Committee. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided, however*, that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

(i) CARES Act Loans. To the extent that the Employer has resolved to implement the loan provisions pursuant to Section 7.3(i) of Schedule B, upon the request of a loan-eligible Participant, the Administrative Service Agency may direct the Trustee to make a Plan loan to a Qualified Participant in accordance with the terms of this Section 7.3(i) and consistent with the CARES Act. Notwithstanding anything to the contrary in Section 7.3, the principal amount of a loan made to a Qualified Participant, from March 27, 2020 to September 23, 2020 shall not exceed the lesser of: (i) \$100,000, reduced by the excess (if any) of (x) the Plan's highest outstanding loan balance during the one-year period ending on the day before the date on which the loan is made over (y) the plan's outstanding balance on the date on which the loan is made; or (ii) the greater of (x) the present value of the nonforfeitable accrued benefit under the Participant's Account and (y) \$10,000.

(j) CARES Act Loan Repayment. To the extent that the Employer has resolved to implement the repayment provisions pursuant to Section 7.3(j) of Schedule B and notwithstanding anything to the contrary in Section 7.3, a Qualified Participant with an

outstanding loan with a repayment date during the period beginning on March 27, 2020 and ending on December 31, 2020 shall have the repayment date delayed by up to one year.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

7.5 Coronavirus-Related Distributions. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.5 of Schedule B and notwithstanding anything in Section 7.1, upon a showing by a Qualified Participant of a need for a Coronavirus-Related Distribution, the Administrative Services Agency may permit a payment to be made to the Participant in an amount that does not exceed \$100,000 or, to the extent that the Employer has designated a different amount under Section 7.5 of Schedule B, the amount as set forth in Section 7.5 of Schedule B.

7.6 Distribution for Qualified Birth or Adoption. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.6 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed \$5,000 for a qualified birth or adoption distribution as defined under Section 113 of the SECURE Act.

SECTION 8
DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age 70^{1/2}; *provided, however,* that for purposes of this Section 8, a Participant will be deemed to have had a Severance from Employment during any period he or she is performing service in the uniformed services described in Section 3401(h)(2)(A) of the Code. Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided, however,* that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the date of the payment by the number of payments remaining during the fixed period.

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect, subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided, however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided, however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to \$3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

(d) Calculation of Payments.

(i) If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is

withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however*, that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided, however*, that any such payments that would result in an account balance of less than \$500 may not commence earlier than at the end of the Distribution Waiting Period; *provided, further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

8.2 Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 401(a)(9) of the Code. Notwithstanding the foregoing, any distribution to

a Beneficiary shall be made in accordance with the provisions of Section 401(a)(9) of the Code and Section 8.6.

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

(a) In General. Notwithstanding any other provision of the Plan to the contrary, all distributions under the Plan shall be in accordance with the minimum distribution and timing

requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided, however*, that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant’s Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Occurring on or Prior to December 31, 2021, and Before the Required Beginning Date.

(i) If, prior to December 31, 2021, a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant’s Plan Benefit shall be distributed to his or her Beneficiary no later than December 31 of the calendar year containing the fifth anniversary of the Participant’s death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(A) or (B) as follows:

(A) The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the

calendar year immediately following the calendar year in which the Participant dies; or

(B) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 72; *provided, further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(A)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(iii) If the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(e) Death of a Participant Occurring on or Prior to December 31, 2021, After the Required Beginning Date, and After Commencement of Distributions. If, prior to December 31, 2021, a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Designated Beneficiary or Default Beneficiary that is the Surviving Spouse, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

(ii) If the Participant does not have a Designated Beneficiary or if the Default Beneficiary is not a Surviving Spouse, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

provided, however, that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i); and *provided, further*, that if the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022

and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(f) Distributions After the Death of a Participant Occurring After December 31, 2021. If, after December 31, 2021, a Participant dies before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Beneficiary who is an Eligible Beneficiary and an individual, the Eligible Beneficiary may receive distributions of the Beneficiary's unpaid portion of Plan Benefit over his or her remaining life expectancy determined in accordance with applicable Treasury Regulations, *provided* that, if the Eligible Beneficiary dies, any remaining benefits must be distributed to his or her Beneficiary within 10 years of the Eligible Beneficiary's death; and *provided, further,* that, if the Eligible Beneficiary is a minor child, any remaining benefits must be distributed within 10 years after such child reaches the age of majority; and

(ii) If the Participant has a Beneficiary who is not an Eligible Beneficiary but is an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within 10 years following the date of the Participant's death; or

(iii) If the Participant has a Beneficiary who is not an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within five years following the date of the Participant's death.

(g) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

(h) 2020 Waiver. Notwithstanding anything to the contrary in Section 8.6, whether a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will receive those distributions as determined in accordance with the option chosen by the employer in Schedule B. Notwithstanding the option chosen by the employer in Schedule B, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. In addition, notwithstanding Section 8.4, and solely for purposes of applying the direct rollover provisions of the plan, certain additional distributions in 2020, as chosen by the employer in Schedule B, will be treated as

eligible rollover distributions. If no election is made by the employer in the adoption agreement, a direct rollover will be offered only for distributions that would be eligible rollover distributions in the absence of section 401(a)(9)(I) of the Code. To the extent there is a conflict between this Section 8.6(h) of the Plan and Section 401(a) of the Code, the provisions of the Code shall prevail.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant's death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed \$1,000. For purposes of Section 8.7, "Special Proceeds" means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

8.8 In-Plan Rollover to Roth Account.

(a) A Participant who has not severed employment or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit not otherwise distributable under the Plan, and not attributable to Roth Contributions or outstanding loans, directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant or spousal Alternate Payee. After a Participant or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant or spousal Alternate Payee may elect to take distributions from such Account in accordance with Sections 8.1 or 8.3.

(b) Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit that qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant's Surviving Spouse or spouse Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c).

(c) The provisions in Section 8.8 shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in

accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

SECTION 9 DESIGNATION OF BENEFICIARIES

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Designated Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Designated Beneficiary designation without the consent of any prior Designated Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency "in good order" shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if (i) it is in a written or electronic format acceptable to the Administrative Service Agency and (ii) the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designated; Death of a Beneficiary. (a) If no such Beneficiary designation is in effect at the time of a Participant's death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant's death shall be made by the Trustee from the Trust Fund to the Participant's Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant's estate (such Beneficiary hereinafter referred to as the "Default Beneficiary"). If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If a Designated Beneficiary or Default Beneficiary dies after the death of the Participant but prior to receiving a complete distribution of the portion of the Plan Benefit that would have been paid to such Beneficiary had such Beneficiary's death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary's estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Designated Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Designated Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the Plan Benefit that would have been paid to such Surviving Spouse had such Surviving Spouse's death not then occurred, then, for purposes

of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse's estate.

SECTION 10

QUALIFIED DOMESTIC RELATIONS ORDERS

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

SECTION 11 ADMINISTRATION

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

(a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;

(b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and

(g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, *provided* that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however*, that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii) the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or

any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided, however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided, however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other

personnel, for purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

SECTION 12

AMENDMENT OR TERMINATION

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

SECTION 13 GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other

person at his or her address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided, however*, that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term "including" means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

SCHEDULE A

Effective date of last completion or amendment of this Schedule A: October 15, 2015

Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Committee Elections – Optional Plan Provisions

3.1(c) ROTH PROGRAM

Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

☒ YES

☐ NO

Effective date: February 9, 2012

8.8 IN-PLAN ROLLOVER TO A ROTH ACCOUNT

Section 8.8 of the Plan permits Roth Contributions only if the Committee has checked YES above (permitting a Roth Program) and checked YES below allowing amounts that otherwise qualify as Eligible Rollover Distributions not attributable to Roth Contributions to be directly contributed to a Roth Account under the Plan. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Eligible Rollover Distributions may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Plan Benefit that is not attributable to Roth Contributions or outstanding loans directly rolled over into a Roth Account in the Plan.

☒ YES (do not check YES unless Roth Program is in effect)

☐ NO

Effective date: February 9, 2012

3.1(e) SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL

Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will not be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

☐ YES

☒ NO

Effective date: February 9, 2012

7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

☐ YES

☒ NO

Effective date: February 9, 2012

7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below and indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

7.2(b) Automatic Distributions after a Severance from Employment.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below \$_____, *[Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code]* to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

☐ YES (do not check YES unless a permissible amount is specified above)

☒ NO

Effective date: February 9, 2012

7.3 PLAN LOANS FOR ACTIVE EMPLOYEES

Section 7.3(a) of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.

If the Committee elects "YES" under Section 7.3, the Committee must also make an election as to the source of Plan loans under Section 7.3(e).

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

☒ YES (requires an election regarding the source under 7.3(e))

☐ NO

Effective date: February 9, 2012

7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE

Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

☒ YES (do not check YES unless Plan Loans are authorized for active Employees)

☐ NO

Effective date: February 9, 2012

7.3(e) SOURCE OF PLAN LOANS

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee elects to permit Plan loans under Section 7.3, the Plan document states that the Committee must elect the source of Plan loans from the options set forth below. Only one option may be elected.

- ☐ Plan loans shall be made solely from the Before Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or
- ☒ Plan loans shall be made pro rata (based on the balance in the Participant's Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (i) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (ii) the Roth Account; or
- ☐ Participants shall elect whether to have a Plan loan made (i) entirely from such Participant's Before Tax Deferral Account and, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or (ii) pro rata (based on the balance in the Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (A) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (B) the Roth Account.

7.3(f) DURATION OF LOAN GRACE PERIOD

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the "Loan Grace Period."

Section 7.3 of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.

The Loan Grace Period for purposes of Section 7.3(f) shall be 90 days [a number of days greater than 0 but less than 90] following the due date of a Participant's scheduled loan repayment.

Effective date: October 15, 2015

8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT

Sections 8.1 (c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than \$100. The Plan document refers to this amount as the "Minimum Lump Sum Amount."

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the "none" or "0" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.

The Minimum Lump Sum Amount shall be \$ 100 .

Effective date: February 9, 2012

8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT

Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than \$100. The Plan document refers to this amount as the "Minimum Installment Amount."

Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the "none" or "0" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.

The Minimum Installment Amount shall be \$ 100 .

Effective date: February 9, 2012

8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the "Maximum Annual Number of Partial Distributions."

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.

The Maximum Annual Number of Partial Distributions for each Plan Year shall be 12.

Effective date: February 9, 2012

8.1(e) DISTRIBUTION WAITING PERIOD

Section 8.1(e) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than \$500. The Plan document refers to this period as the "Distribution Waiting Period."

Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word "none" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A.

The Distribution Waiting Period shall be 0 days.

Effective date: February 9, 2012

SCHEDULE B
CARES Act and SECURE Act Optional Plan Provisions*

****FOR PLANS COMPLETING AND ADOPTING THIS SCHEDULE B FOR THE FIRST TIME, THE RELATED AMENDMENTS TO THE GOVERNING PLAN DOCUMENT SHOULD ALSO BE ADOPTED.***

Effective date of last completion or amendment of this Schedule B: N.A.

Instructions

This Schedule B and all later amendments to this Schedule B are part of the Plan document and should remain attached to the Plan document.

Schedule B is used by the Employer (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule B must be completed by the Employer in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule B is later amended by the Employer.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Employer Elections – Optional CARES Act and SECURE Act Plan Provisions

7.3(i) CARES ACT PLAN LOANS FOR QUALIFIED PARTICIPANTS

Section 7.3(i) of the Plan allows the Employer to permit Qualified Participants to request a CARES Act Plan loan. If adopted, the provision applies to CARES Act loans made to Qualified Participants from March 27, 2020 to September 23, 2020. Unless the Employer designates a lower amount below, the maximum loan amount shall be capped as described in Section 7.3(i) of the CARES Act. Check YES to indicate that CARES Act loans will be permitted. Check NO to indicate that no CARES Act Plan loans will be permitted. Only one option may be elected.

Loan-eligible Participants who are Qualified Participants shall be eligible to request a CARES Act Plan loan and may be granted a loan pursuant to the requirements of Section 7.3(i) of the Plan.

☒ YES

☐ NO

If YES, the maximum loan amount shall be \$ 100,000

7.3(j) CARES ACT LOAN REPAYMENT DELAY

Section 7.3(j) of the Plan allows the Employer to permit repayment of certain Plan loans made to Qualified Participants to be delayed up to one year. If adopted, the provision applies to Qualified Participants with outstanding loans with repayment due between March 27, 2020 and December 31, 2020. Check YES to indicate that changes to loan repayment schedules pursuant to the CARES Act will be permitted. Check NO to indicate that no changes to loan repayment schedules pursuant to the CARES Act will occur. Only one option may be elected.

Qualified Participants with an outstanding loan under the Plan may have the due date of such loan delayed pursuant to the requirements of Section 7.3(j) of the Plan.

☒ YES

☐ NO

7.5 CORONAVIRUS-RELATED DISTRIBUTIONS

Section 7.5 of the Plan allows the Employer to permit Coronavirus-Related Distributions. The Plan document states that, unless the Committee makes a different election below, the maximum distribution amount shall be \$100,000, as capped by the CARES Act. If adopted, the provision applies to Coronavirus-Related Distributions made between January 1, 2020 and December 31, 2020. Check YES to indicate that Coronavirus-Related Distributions will be permitted. Check NO to indicate that Coronavirus-Related Distributions will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit Coronavirus-Related Distributions, pursuant to Section 7.5 of the Plan, in compliance with the relevant provisions of the Plan and the CARES Act.

☒ YES

☐ NO

The maximum distribution amount shall be \$ 100,000

7.6 DISTRIBUTION FOR A NEW CHILD

Section 7.6 of the Plan allows the Employer to permit penalty-free distributions for a new child. If adopted, the provision applies to Distributions for a New Child made after December 31, 2019. Check YES to indicate that Distributions for a New Child will be permitted. Check NO to indicate that Distributions for a New Child will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for a new child as of the operational effective date described below, pursuant to Section 7.6 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE Act.

☒ YES

☐ NO

8.1(a) ELIGIBILITY FOR DISTRIBUTION

Section 8.1(a) of the Plan provides for the minimum age for in-service distributions to Participants. The Plan document states that, unless the Employer elects a different minimum age below, which shall be no lower than age 59½, the minimum age for in-service distributions shall be 70½. If adopted, the provision applies to distributions made after December 31, 2019. Check YES to indicate that the minimum age for in-service distributions will be changed to the age elected below. Check NO to indicate that no changes will be made to the minimum age for in-service distributions. Only one option may be elected.

☒ YES

The minimum age for in-service distributions shall be 59 1/2

☐ NO

8.6(h) 2020 RMDs

Section 8.6(h) of the Plan provides for the waiver of required minimum distributions for calendar year 2020 and allows the employer to choose whether a Participant or Beneficiary will receive 2020 RMDs. If adopted, the provision applies to required minimum distributions for the period between January 1, 2020 and December 31, 2020. Only one option may be elected.

☐ A Participant or Beneficiary who would have been required to receive a 2020 RMD will receive this distribution unless the Participant or Beneficiary chooses not to receive the distribution; or

☒ A Participant or Beneficiary who would have been required to receive a 2020 RMD will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution.

Section 8.6(h) also provides for the treatment of certain distributions in 2020 as eligible rollover distributions. Check one or none.

☐ 2020 RMDs (as defined in the Plan);

☒ 2020 RMDs and Extended 2020 RMDs (both as defined in the Plan); or

- ☐ 2020 RMDs (as defined in the Plan), but only if paid with an additional amount that is an eligible rollover distribution without regard to section 401(a)(9)(I).

RESOLUTION NO. 046

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

By Legislator John Martino:

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

WHEREAS, amending on-call premium on a temporary basis, to include the Director of Preventive Services position, is necessary to meet operational demands for testing, clinics and other operations; and

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

WHEREAS, a resolution is both necessary and desirable,

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

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

ADOPTED BY VOICE VOTE ON FEBRUARY 10, 2022:
YES: 24 NO: 0 ABSENT: 1 ABSTAIN: 0

OSWEGO
COUNTY
LEGISLATURE



Julie A. Bell
Director of Human Resources

OSWEGO COUNTY HUMAN RESOURCES DEPARTMENT

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

INFORMATIONAL MEMORANDUM

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

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

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

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

Recommended Action: To authorize execution and amend the temporary Memorandum of Understanding with the Oswego County Professional Association (OCPA) until June 30, 2022.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF OSWEGO AND
THE OSWEGO COUNTY PROFESSIONAL ASSOCIATION (OCPA)**

On Call Premium

The collective bargaining agreement (CBA) by and between the County of Oswego and the Oswego County Professional Association (OCPA) includes language in Article 21.4 regarding the payment of an on-call premium and identifies the Supervising Public Health Nurse (SPHN) title as eligible for this compensation. The provision of an on call premium to the titles of Director of Environmental Health (DEH), Director of Preventive Services (DPRS), and Director of Patient Services (DPS) was not agreed upon as part of the OCPA bargaining agreement.

This Memorandum of Understanding is made to extend the provision of the on-call premium to the current DEH, DPRS, and DPS on a temporary, short term basis due to COVID-19 response, current staffing levels and departmental operational needs.

The DEH, DPRS, and DPS shall only be paid the on-call premium when on call duty is mandated by the Public Health Director and the DEH, DPRS, and DPS are required to serve in the on call rotation with other Environmental, Preventive or Nursing Health Division employees to satisfy operation needs of the Divisions. The premium shall be paid only when the DEH, DPRS, and DPS are scheduled and approved for, and has worked on-call hours, with the actual pay rates and call out pay being the same as the rates in Article 21.4, applying to SPHNs.

The Director of Environmental Health, Director of Preventive Services, and Director of Patient Services are not obligated under this MOU to cover the on call scheduled for other Environmental, Preventive or Nursing Health Division employees unless mandated by the Public Health Director. The Director of Public Health retains the right to assign the on call hours to Environmental, Preventive or Nursing Health Division employees as dictated by operational needs.

This MOU amends the MOU dated December 2, 2021, is effective immediately and will terminate June 30, 2022.

Further, this MOU is limited to the specific employees in the titles above at the present time and for the operational reasons as stated, including the COVID-19 response and does not set precedent regarding these titles, Article 21.4, on call premiums, and shall in no way bind the County or OCPA in any future matters. Even should identical factors occur in the future, no similar result may occur and no agreement may be reached.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their respective representatives on January 13, 2022.

County of Oswego
State of New York

Oswego County Professional Association

