

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
MARCH 9, 2023**

OSWEGO COUNTY LEGISLATURE

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RESOLUTION NO. 039

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

By Legislator David Holst:

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

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

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

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

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

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

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

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

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

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

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

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



David R. Turner
Director

**OSWEGO COUNTY
OFFICE OF STRATEGIC INITIATIVES**

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

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

Kyle Boeckmann
Strategic Programs Specialist

Kasey Chewing-Kulick
Administrative Assistant

INFORMATIONAL MEMORANDUM

SUBJECT: ARPA funding request for consideration.

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

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

FISCAL IMPACT: Four projects suggested in this round total \$420,691.00.

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

Schedule G- Proposed Local Disbursements of ARPA Funds

<u>Project Name/Applicant</u>	<u>Project Description</u>	<u>Jurisdictional Committee</u>	<u>Request</u>	<u>Task Force Suggestion</u>	<u>Jurisdictional Committee</u>
Cleveland Fire Department	They are seeking to cover costs they incurred when they updated the locker room and cleaning equipment to better protect against COVID transmission including non-porous surfaces, a gear and equipment dryer, more handwashing sinks and more space in the locker room. Included in the \$26,298 is \$10,000 for assistance in securing a new chief SUV.	Public Safety	\$ 26,298	\$ 16,298	
Oswego Town Sewer	Sewer Project of 27,000 linear feet of line with 3 pump stations, serving 176 dwellings in the area of Fred Haynes BLVD, Route 89 and Lake Ontario. Asking for \$450,000 to be able to finish the project, overall project cost is \$6,200,000. Town also including \$150,000 of own ARPA funding for project as well.	Infrastructure	\$ 450,000	\$ 250,000	
Childrens Museum of Oswego (CMOO)	Original ask was for \$587,169 however after many conversations they are seeking \$154,393 for direct loss of revenue and increased cost of cleaning due to COVID. Full current ask amount has been verified through Tax records and profit loss statements.	EDP	\$ 154,393	\$ 154,393	
TOTALS			\$ 630,691	\$ 420,691	\$

RESOLUTION NO. 040

**RESOLUTION AUTHORIZING BUDGET MODIFICATION COUNTY CLERK /
DEPARTMENT OF MOTOR VEHICLES**

By Legislator David Holst:

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

RESOLVED, that the County Treasurer be, and he hereby is, To create the following accounts: Revenue A1411.412555.EZPAS with a budget of \$2,500.00 and Expense A1411.543800.EZPAS with a budget of \$2,100.00

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0



OSWEGO COUNTY CLERK'S OFFICE
46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126
Phone 315-349-8621 315-349-8383 (Fax)

MATHEW F BACON
DEPUTY CLERK

TERRY M. WILBUR
OSWEGO COUNTY CLERK
CLERK OF SUPREME
AND COUNTY COURTS

NANCY L. BELCHER
DEPUTY CLERK OF
OPERATIONS

DIANE PAROW
DEPUTY CLERK OF MOTOR
VEHICLES
DMV OFFICES
OSWEGO/FULTON/PULASKI

Date: February 16, 2023

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

From: Terry M Wilbur County Clerk

Informational Memorandum

Subject: Sale and tracking of E-Z Pass Tags

Purpose: To set up accounts for the purchase and subsequent sale of E-Z Pass Tags in the County Clerk's Office as well as all DMV offices. These Accounts should be set up as A1411.412555.EZPAS as a revenue account with a budget of \$2500.00 and A1411.543800.EZPAS as an expense account with a budget of \$2100.00

Summary: These new accounts will assure easier tracking for the Ez-Pass Tags that we sell. The County Clerk's office is set to make a profit of \$4.00 for each tag sold.

Recommended The Government, Courts and Consumer Affairs Committee approve the new lines.

Action:

RESOLUTION NO. 041

**RESOLUTION APPROVING AND CONFIRMING THE SALE AND TRANSFER
OF CERTAIN FORECLOSED TAX PROPERTY PURSUANT TO RPTL §1166**

By Legislator David Holst:

WHEREAS, the Enforcing Officer of the County of Oswego has, heretofore, foreclosed against certain delinquent tax property within the county pursuant to Article 11 of the New York State Real Property Tax Law for delinquent property taxes for the years 2020 or prior; and

WHEREAS, the county has obtained a Final Judgment from Supreme Court, Oswego County in an in rem foreclosure proceeding; and

WHEREAS, the county has executed a deed or deeds pursuant to the Final Judgment(s) obtained vesting title in the name of the County of Oswego; and

WHEREAS, the tax district of the County of Oswego enjoys a right of sale under RPTL§1166 either at public auction to the highest bidder or by approval and confirmation of the sale by a majority vote of this body; and

WHEREAS, certain parcels are being sold have offered to pay the county tax district, in full, for all delinquent taxes penalties and interest as part of this purchase thereby making the county whole; and

WHEREAS, other parcels need to be conveyed back due to bankruptcy filings or other issues; and

WHEREAS, a resolution is necessary and desirable,

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

RESOLVED, the County Treasurer be, and is hereby, authorized to sell and transfer the following delinquent tax properties to the person(s) named for the consideration stated hereinbelow. The Consideration named in said deed shall be considered payment of all taxes held against the property, including the 2022 tax, unless otherwise stated:

RESOLVED, that the foregoing sales (attached) are hereby approved and confirmed by this body.

ADOPTED BY CONSENT ON MARCH 9, 2023:

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

Oswego County Treasurer's Office



Kevin L. Gardner, *Treasurer*
Brian D. Twiss, *Deputy Treasurer*

County Building
46 East Bridge Street
Oswego, New York 13126
Phone: (315) 349-8393
Fax: (315) 349-8255

2/13/2022

INFORMATIONAL MEMORANDUM

Subject: Redemption of Oswego County foreclosed properties

Background: These are the buyback properties from the Treasurer's Department. These properties have possible legal issues such as bankruptcies and other situations that warrant a buyback. Properties outside bankruptcies can redeem for unpaid taxes plus any penalties and interest.

Recommendation: The Treasurer strongly recommends this request.

Co. Prop#	SWIS	Town	Parcel ID#	Deed To Owner 1	Deed to Owner 2	Property Address	Assessed Owner 1	Assessed Owner 2
2021-26-02	2601	y/o Cleveland	313.13-06-01	Town of Constantia		12 Divison St	Eric Koester	
2021-54-03	5489	Schroeppel	257.00-01-20	Burdick Nelson N Sr	Nelson N Burdick Rev Living Trust,	806 Co Rt 54	Burdick Nelson N Sr	Nelson N Burdick Rev
2022-34-07	3489	Mexico	171.00-01-07.2	Chant Cory	Est	4904 State Route 3	Chant Cory	Living Trust, Est
2022-46-04	4689	Parish	209.00-01-11.01	Shirley Keith	Chant Sara	1681 County Route 11	Shirley Joan P	Chant Sara
2020-38-08	3800	New Haven	096-00-03-19.22	Abbott Raymond		812 County Route 1	Abbott Raymond	

RESOLUTION NO. 042

RESOLUTION APPOINTING MEMBER TO THE COUNTY BOARD OF ETHICS

By Legislator David Holst:

WHEREAS, on December 13, 1990, the Oswego County Legislature adopted Local Law #4 of 1990 entitled "Oswego County Ethics and Disclosure Law", and

WHEREAS, Local Law #4 of 1990 created the Oswego County Board of Ethics, and

WHEREAS, the term of office has expired for a member of the Board, and

WHEREAS, it is necessary to fill said vacancy so that the Board may function,

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

RESOLVED, that the following individuals be re-appointed to the Oswego County Board of Ethics for a three-year term running from the expiration of the former term and ending as follows:

John G. Fitzgibbons - Term to Expire (2/1/26)
Robert Nicholson, J.S.C. (2/1/25)

ADOPTED BY CONSENT ON MARCH 9, 2023:

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

RESOLUTION NO. 043

**RECLASSIFY SUPPORT ATTORNEY IN THE ASSIGNED COUNSEL OFFICE TO
FULL-TIME**

By Legislator Marc Greco:

WHEREAS, the position of the Support Attorney in the Assigned Counsel Office is currently part-time and the needs of the office have increased and require that this position be reclassified to full-time; and

WHEREAS, the duties and requirements of the new classification are in line with similar County Grade 60 positions; and

WHEREAS, the County employee currently in this position has been in this position since 2020; and

WHEREAS, New York State through the Office of Indigent Legal Services will fund the salary and fringe at 100% for this reclassified position.

RESOLVED, that the position of the Support Attorney in the Assigned Counsel Office shall be reclassified from part-time to full-time effective immediately and shall be classified as a Grade 60 position at Step 17.

ADOPTED BY CONSENT ON MARCH 9, 2023:

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

OSWEGO COUNTY ASSIGNED COUNSEL PLAN

**70 Bunner Street
Oswego, New York 13126
Telephone: (315) 349-8575
assignedcounsel@oswegocounty.com**

MEMORANDUM

To: Laurie Mangano, Chair Finance & Personnel
From: Sara E. Davis, Esq.
Date: February 10, 2023
RE: Resolution to Reclassify Support Attorney

The Support Attorney position was filled in 2020. Since that time the responsibilities and work load of the Assigned Counsel office have increased dramatically. The time demands for the grants and associated work that the Administrator handles have almost doubled, requiring that work that used to be handled by the Administrator are now being assigned to the Support Attorney. Significantly, the Data Officer duties required by ILS that have been the responsibility of the Administrator are now being shifted to the Support Attorney as have the responsibilities of maintaining and addressing issues relative to the online voucher system. These two tasks alone require a minimum of one and half extra days per week.

ILS is also requiring certain quality improvement measures to be taken in the Assigned Counsel office, to include screening of all felony cases at their inception and monitoring and mandating experts and investigators to be utilized. This work is being assigned to the Support Attorney on top of current duties and the shifting of the Data Officer and online voucher program supervision.

ILS has approved a budget that would cover the costs of the Support Attorney to be reclassified to full time, to include all fringe, so that the net cost to County is zero. The ILS budget approved a salary of \$113,300 plus fringe, well above the requested salary of \$92,597.

It is crucial for the functioning of the Assigned Counsel that this position be reclassified as full time.

Date: February 7, 2023

FROM
TO

ACCOUNT NUMBER			ACCOUNT NUMBER			REASON FOR REQUEST	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A1325	426800					Insurance Recovery	(\$8,537.87)
			A3110	544100		Automotive Supplies and Repair	\$8,537.87
TOTAL AMOUNT							0.00

COMMITTEE SIGNATURES

Richard H. Lane 03/02/23
J. Mangano-Creselius 3/2/23
Herbert H. Gaudin 3/2/23
Mayrle Cresto 3/2/23
MacGreev 3/2/23

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR
(Personnel Services Only)

DATE _____

DEPARTMENT HEAD

COUNTY ADMINISTRATOR

DATE _____

3223

RESOLUTION NO. 044

**RESOLUTION AUTHORIZING BUDGET MODIFICATION SHERIFF'S OFFICE –
INSURANCE RECOVERY TO AUTOMOTIVE SUPPLIES AND REPAIR**

By Legislator Marc Greco:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A1325 426800
A3110 544100

Res. 044 of 2023

(\$8,537.87)
\$8,537.87



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

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

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

OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON
SHERIFF



JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



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

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

39 Churchill Road, Oswego, New York 13126-6613

INFORMATIONAL MEMORANDUM

DATE: February 7, 2023

SUBJECT: Vehicle Repair from the Insurance Recovery Fund

SUMMARY: A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$8,537.87 into Automotive Supplies and Repair (A3110.544100) to repair one 2018 Ford Utility Police Interceptor that collided with a deer. Attached is a copy of the claim check sent from New York Municipal Insurance Reciprocal.

RECOMMENDED

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

DATE ISSUED 1/31/23

CHECK NO. 0000128030

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

119 WASHINGTON AVENUE
ALBANY, NY 12210

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

CHECK NO. 0000128030

29-7
213

DATE _____

1/31/23

PAY: Eight thousand five hundred thirty seven and 87/100 Dollars

TO THE OSWEGO COUNTY
THE ORDER
OF

CHECK AMOUNT

\$ 8,537.87

MAIL TO OSWEGO COUNTY
46 EAST BRIDGE STREET
OSWEGO, NY 13126

Robert B. [unclear]
Question: How long has [unclear]?

SIGNATURE HAS A COLORED BACKGROUND

0000128030 1021300077 325680004174

RESOLUTION NO. 045

**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE
COUNTY FUND BALANCE TO THE PROBATION DEPARTMENT FOR
PURCHASE OF A VEHICLE**

By Legislator Marc Greco:

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

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

RESOLVED, that the County Probation Department is authorized to purchase a vehicle; and be it further

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 045 of 2023

A159900
A3140 523000

(\$45,000.00)
\$45,000.00

**OSWEGO COUNTY
PROBATION DEPARTMENT**

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

DIRECTOR
David L. Hall

SUPERVISORS
Margaret A. Fitzgibbons
Shannon M. Perkins
Karen J. Smith
Chrystal L. Thompson

INFORMATIONAL MEMORANDUM

DATE: February 14, 2023

TO: Members of Public Safety Committee & Oswego County Legislature

FROM: David L. Hall
Probation Director

SUBJECT: Request For Funding for Vehicle Purchase

SUMMARY: The Probation Department's functions includes officers conducting field visits with probationers, as well as executing probation arrest warrants requiring transporting individuals in custody. Currently the department has two 2017 vehicles with 70,000-90,000 miles. Not only is it challenging for officers to satisfy the required field contacts with only two vehicles, but the vehicles have become less reliable due to their age and mileage. As a result, officers are having to utilize their personal vehicles more often which can be problematic and increases mileage costs. Based on the fact department vehicles are used for transporting probationers and need to accommodate computer equipment for communication with E911(CAD), a vehicle configured for law enforcement use is the most practical. Therefore, the Probation Department is requesting \$45,000 from the county's unappropriated funds to purchase a vehicle. A 2022 Dodge Durango Pursuit model has been located, however, if it is not available when the purchase can be made, the department will attempt to find another vehicle via a mini bid.

RECOMMENDED

ACTION: The Probation Department requests that the Public Safety Committee and Oswego County Legislature approve \$45,000 be transferred from the county's unappropriated funds to line A3140.523000 in the Probation Department's budget for purchase of a vehicle.

COUNTY OF OSWEGO

[illegible]

COMMITTEE SIGNATURES DATE

COMMITTEE SIGNATURES	DATE
Richard E. Kline	2/12/23
J. Mangano-Corleone	3/2/23
Robert M. Gordon	3/3/23
Walter H. Hays	3/2/23
John Greco	3/3/23

COUNTY TREASURER

DATE _____

~~HUMAN RESOURCES DIRECTOR~~

DATE _____

COUNTY ADMINISTRATOR

DATE _____

2/14/2023

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 046

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE
AGREEMENT REGARDING THE SCRIBA TOWER SITE WITH
CONSTELLATION ENERGY GENERATION, LLC.**

By Legislator Marc Greco:

WHEREAS, the County of Oswego has, heretofore, constructed a communications tower within the City of Oswego for E-911 public safety and county communications purposes located at 205 Nine Mile Point Rd, Oswego, NY; and

WHEREAS, there is remaining unused space for an additional tenant upon said tower which is desirable to Constellation Energy Generation, LLC. as tenant; and

WHEREAS, certain engineering and radio interference studies have been conducted and the proposed lease will not have an effect on county operations; and

WHEREAS, Constellation Energy Generation, LLC. has agreed to pay rents acceptable to the Department of Emergency Communications with an escalator for subsequent lease terms; and

WHEREAS, a resolution is required under County of Oswego Local Law Number 2 of 2005 to enter into said lease,

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

RESOLVED, that the Chair of the Legislature be and is hereby authorized to enter into a lease with Constellation Energy Generation, LLC. in acceptable form to the Department of Emergency Communications and the County Attorney for an initial five (5) year term with subsequent renewal terms authorized up to twenty (20) years in accordance with the annexed term sheet; and it is further

RESOLVED, that the initial rent shall be \$5,000 per year with a two (2) percent escalator in rent upon the commencement of any renewal term.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

YES: 22 NO: 0 ABSENT: 3 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

Constellation Energy Generation, LLC lease

The Fitzpatrick power plant and Nine Mile power plants are doing a radio system upgrade. Part of this upgrade is to decommission the use of a radio repeater at the County owned tower site on 51a in the Town of Scriba. The E911 Center and power plants still need to have redundant communications between each other, and the repeater currently provides this talk path. Constellation, in conjunction with the E911 Director have worked together on a more resilient process which requires the installation of 2 control station radio with antenna systems at the County owned tower site on Nine Mile Point Rd. in Scriba. This would allow for the power plant radios to have direct connectivity into the E911 Center via radio.

The lease terms are set in five (5) year terms with three (3) options to renew to total no more than twenty (20) years total. The annual rent is \$5,000 and there is an annual 2% escalator in the agreement.

The E911 Director is asking for the Chairman of the Legislature to be given permission to enter into the agreement with Constellation Energy Generation, LLC.

RADIO TRANSMITTER SITE LICENSE

1. PARTIES

AGREEMENT of license, made this ___ day of ____ in the year 2023, by and between:

Oswego County acting by and through **Oswego County E9-1-1**

whose address and phone number is:

39 Churchill Road

Oswego New York 13126

Contact: Director E-911 Services

315-349-8215

for themselves, their heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives, hereinafter referred to as Licensors, AND;

Constellation Energy Generation, LLC, hereinafter referred to as the Licensee or **OTHER**, with addresses at:

Nine Mile Point Nuclear Station
348 Lake Road
Oswego, NY 13126

FitzPatrick Nuclear Station
268 Lake Road
Oswego, NY 13126

("License Agreement")

WITNESSETH: The parties hereto, for the consideration hereinafter stated, covenant and agree as follows:

2. LICENSING

A. The Licensors hereby grants a non-exclusive License to Licensee for the use and occupancy of the Premises for the purpose of installing, maintaining and repairing a telecommunications antenna described in Exhibit 1.

B. The Premises may be used for the transmission and reception of wireless communications and the installation, construction, maintenance, operation, repair, replacement and upgrade of Licensee's communications fixtures and related equipment, cables, accessories and improvements. ("Permitted Uses")

3. **PREMISES**

The Premises shall include:

- A. Space for Licensee's equipment and related facilities (collectively, "**Equipment Space**");
- B. That certain space on the Licensor's communications tower ("Tower"), as generally depicted on attached **Exhibit 1**, where Licensee shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- C. Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Equipment Space and Antenna Space; and between Licensee's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Licensee, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Licensor's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."
- D. **Licensor** further agrees that **Licensee**, its agents, employees, service vendors and their employees and such other officials as deemed necessary and appropriate by the **Licensee**, hereafter referred to as "**Authorized Personnel**," shall have free access to the Premises and the Tower at all times for the purpose of installing, repairing, replacing, maintaining, and removing the said equipment. **Licensor** shall furnish Licensee with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of **Licensee** or persons under their direct supervision will be permitted to enter said premises. **Licensee** shall be solely responsible for the means and methods of installation, repair, replacement, maintenance and removal of **Licensee's** equipment and related facilities as well as the provision of all safety equipment, training, and precautionary measures reasonably necessary in accordance with applicable federal and state laws, rules and regulations to conduct any such installation, repair, replacement, maintenance or removal.

4. **TERM**

A. The initial license term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Licensee to commence construction (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date. In accordance with County of Oswego Local Law (if one exists), the Term of this Agreement with renewals, may not exceed twenty (20) years.

B. This Agreement will automatically renew for three (3) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

C. Unless Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

D. The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term**.”

5. **RENT**

A. Rent shall be due and payable annually in the amount of Five Thousand Dollars (\$5,000) (the “**Rent**”) commencing on the first day of the month following the date that Licensee commences construction (the “**Rent Commencement Date**”), at the address set forth above. In any partial year occurring after the Rent Commencement Date, the Rent

will be prorated. The initial Rent payment will be forwarded to Licensor within forty-five (45) days after the Rent Commencement Date.

B. Upon the commencement of each calendar year, the yearly Rent will increase by Two percent (2%) over the applicable Rent in effect during the previous calendar year.

C. Rent which is due and payable without a requirement that it be billed by Licensor. Any Rent discrepancy such as delinquent Rent or overpaid Rent shall be addressed prior to the beginning of any Extension Term by way of at least forty-five (45) day's written notice to Licensor or Licensee as the case may be. The provisions of this subsection shall survive the termination or expiration of this Agreement.

D. As this use of the Premises will enhance the county's emergency communications with the nuclear plants and is included as part of the coordinated response plan, the rent charged covers use of the space in the county's building and electric use.

6. **TERMINATION**

A. **Licensee** shall have its equipment removed from the Premises by the termination date of the license and shall leave said Premises in substantially the same condition as they existed as the date of this agreement, normal wear and tear excepted.

7. **NOTICE OF SALE OF LICENSED PREMISES**

In the event that the **Licensor** desires to offer the licensed Premises and appurtenances for sale as an individual asset, during the term of this license, or any renewal or extension thereto, Licensor shall give Licensee ninety (90) days' notice of such offer or proposed sale.

8. **USE OF SITE**

A. The Premises may be used for the transmission and reception of wireless communications and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements. ("**Permitted Uses**")

B. **Permitted Uses** Include **Licensee's** use of the Premises for installation, operation and maintenance of the equipment described in Exhibit "B" of this agreement. **Licensee and Licensor** shall notify each other in advance of any major activity on the Premises which may possibly have impact on the operations of the other. This clause shall, in no way, restrict the **Licensee** or its agents, contractors or sub-contractors from performing normal equipment maintenance of equipment required to ensure operation at proper engineering standards. Any change to the equipment of **Licensee** described in Exhibit "B" shall require the prior approval of **Licensor** and may require an increase in rent if the new equipment results in an increase to weight, size and/or wind load of **Licensee's** equipment. All equipment or property of the Licensee shall be considered personal property of the **Licensee**.

C. **Licensee** shall be solely responsible for obtaining and maintaining throughout the Term any and all licenses, permits or any other governmental approvals necessary for **Licensee** to operate the wireless communications contemplated under this Agreement.

9. **PROVISION OF UTILITY AND/OR GENERAL SERVICES**

Licensor shall, at all times throughout the Term and any Extension Term, provide access to available electrical service and telephone service within the Premises, provided that the Licensee shall be solely responsible for the cost of all electrical power consumed by Licensee's installation, based on either separate metering or a proportion of space on the tower, as invoiced by the County. Payments shall be made within 60 days following a correct invoice.

10. **CONDITON OF PREMISES**

A. **Licensee** shall maintain its equipment in good condition and repair.

B. During the term of this **License**, or any renewal extension thereto, where Licensor provides a building, tower or other appurtenances under this **License**, the **Licensor** shall maintain the same in good condition and repair.

11. **OPERATION OF EQUIPMENT**

A. **Licensee** will install, operate and maintain its equipment according to good engineering practices and in accordance with applicable laws and regulations.

12. **ACCESS**

A. **Licensor** recognizes **Licensee's** over-riding need for 24-hour access to ensure the continuity of Public Safety Communications. **Licensor** agrees that the **Licensee** and its **Authorized Personnel**, shall, at all times, have unrestricted access to the licensed Premises as described herein. In the event the **Licensor** has provided security at or to the Premises (i.e., locked gates or other security barrier), **Licensor** shall provide to the **Licensee** access keys or combinations, as appropriate, on such a timely basis that **Licensee's** unrestricted access to the Premises is constant.

B. **Licensor**, its agents and employees, shall have access to the Premises at all times. Nothing in this license shall be construed to imply authorization by the **Licensee** for anyone, other than its authorized personnel to change, move, alter, remove or otherwise tamper with any installed equipment, or associated utilities, unless specifically

authorized, in writing, in advance of such specific activity. In an **EMERGENCY**, authorization may be granted, via telephone, by the State Police Director of Communications or his designee.

13. INDEMNIFICATION

A. Licensee shall indemnify, save and hold harmless Licensor, its elected officials, officers, agents, servants and employees, from any and all liability claims, damages or losses of whatsoever nature, including costs, disbursements and reasonable attorneys' fees, arising out of: the use or occupancy of the Premises, and the construction, installation, repair, replacement, maintenance or operation of Licensee's communications equipment and related facilities or any part thereof, by Licensee, its officers, agents, servants, employees, contractors, subcontractors or representatives except to the extent caused by Licensor's negligence or willful misconduct.

B. Licensor shall indemnify, save and hold harmless Licensee, its officers, agents, servants and employees, from any and all liability claims, damages or losses of whatsoever nature, including costs, disbursements and reasonable attorneys' fees, arising out of Licensor's use or occupancy of the Premises by its **Authorized Personnel**, except to the extent caused by Licensee's negligence or willful misconduct.

14. INSURANCE

a. Notwithstanding the indemnity in Paragraph 13, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property or Licensor's Premises, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises, Licensor's Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. Licensee shall maintain at its own cost;

i. Commercial General Liability insurance with limits of \$3,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property and \$3,000,000 general aggregate.

- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) each accident for bodily injury and property damage
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

Licensee may self-insure and shall include the Licensor as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies and upon request, shall furnish proof of such insurance by providing Licensor with a Certificate of Insurance.

15. NON-INTERFERENCE

(a) Licensee warrants and represents that neither it, nor its employees, licensees, invitees, agents or independent contractors shall at any time use any portion of the Property or use, install, maintain or repair, any equipment or fixture in a manner which causes harmful interference with Licensor's communication equipment, operations or activities which is measurable in accordance with then existing industry standards. Licensee agrees that upon receipt of notice from Licensor of such harmful interference that is shown by Licensor to be attributable to Licensee's telecommunications antennae described in Exhibit 1, Licensee shall take all commercially reasonable steps necessary to correct and eliminate such harmful interference within seventy-two (72) hours of such notice. Where there are existing radio frequency user(s) on the Property, Licensor will provide Licensee, upon execution of this Agreement, with a list of all existing radio frequency user(s), their frequencies, and any applicable Federal Communications Commission ("FCC") licenses authorizing operations on the Property to allow Licensee to evaluate the potential for interference. Licensee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Licensor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws, regulations, and FCC licenses. If requested by Licensor, Licensee shall provide Licensor engineering documentation in accordance with generally accepted engineering standards documenting that the Licensee's equipment will not adversely interfere with existing equipment at the site.

- (i) In the event any such harmful interference that is attributed to Licensee does not cease within the aforementioned cure period and to the extent that such interference is within the reasonable control of the Licensee, Licensee shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(a) Licensors warrants and represents that neither it nor its employees, Licensees, licensees, invitees, agents or independent contractors shall at any time use any portion of the Property or use, install, maintain or repair, any equipment or fixture in a manner which causes any interference with Licensee's communication equipment, operations or activities which is measurable in accordance with then existing industry standards. Licensor agrees that upon receipt of notice from Licensee of such interference, Licensor shall take all commercially reasonable steps necessary to correct and eliminate such interference within seventy-two (72) hours of such notice. Licensee will provide Licensor, upon execution of this Agreement, with a list of all radio frequencies to be used on the Property to allow Licensor to evaluate the potential for interference. In the event any interference with Licensee's identified frequencies does not cease within the aforementioned cure period and to the extent that such interference is within the reasonable control of the Licensor, Licensor shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Licensor warrants and represents it fully complied with 47 C.F.R. § 1.1307 of the FCC's rules prior to constructing the Tower.

16. MODIFICATION

No amendment, modification or revision of this License shall be valid unless made in writing and signed by an officer or authorized agent of the **Licensor** and the **Licensee**.

17. AMENDMENTS

No amendments have been made to this agreement as of February ____, 2023.

18. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the parties hereto and their respective successors and permitted assigns (if any) and no others. Nothing herein is intended to grant any rights or benefits either legal or equitable, express or implied, to any person or entity except those parties who are signatories to this Agreement.

19. LIMITATION OF LIABILITY

Except for indemnification pursuant to Paragraph 13, neither Party shall be liable to the other, or any of their respective officers, elected officials, agents, representatives, employees for any special, incidental, punitive, indirect, or consequential damages

whatsoever (including, but not limited to lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption or loss of use of service), even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

20. MISCELLANEOUS

(a) This License Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this License Agreement must be in writing and executed by both parties.

(b) This License may not be assigned by either party without the written consent of the other. Any attempted assignment in breach of this provision shall be void and of no force or effect.

(c) This License shall be construed according to the laws of the State of New York. The venue for any lawsuit pertaining to any term, covenant or condition contained in this License shall be in Supreme Court, Oswego County, New York or the Northern District of New York if in federal court.

(d) This License may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this License shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed in counterparts the day and year first written above.

COUNTY OF OSWEGO

By _____

James Weatherup, Chair

Date _____

CONSTELLATION ENERGY GENERATION, LLC

By _____

Date _____

EXHIBIT 1

TECHNICAL DESCRIPTION OF LICENSEE'S EQUIPMENT:

Two (2) each directional antennas mounted at 20' and 63' elevation on Scriba Tower ASR 1277737 with associated coaxial cabling from each antenna. The coaxial antenna cabling is connected to two (2) each radio control stations with power supplies located in the existing county equipment shelter located at the tower site.

RESOLUTION NO. 047

**RESOLUTION AUTHORIZING BUDGET MODIFICATION FIRE
COORDINATOR'S OFFICE - AUTOMOTIVE EQUIPMENT**

By Legislator Marc Greco:

WHEREAS, Oswego County Fire Coordinators Office, sold fire equipment and apparatus through Auctions International. The total in sales through the auction was \$17,939.50.

NOW, upon recommendation of the Public Safety Committee and Finance & Personnel Committee, the proceeds from auction in the amount of \$17,939.50 be placed in the Automotive Equipment Budget Line. The proceeds will be used for the purchase of a used SUV for the County Fire K-9 vehicle and will be replacing an older outdated vehicle.

RESOLVED, that the County accepts the auction proceeds from the sale of fire equipment and apparatus and be placed in the Fire Advisory Automotive Equipment.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 047 of 2023

A3410 426650
A3410 523000

(\$17,939.50)
\$17,939.50



OFFICE OF THE OSWEGO COUNTY FIRE COORDINATOR

720 East Seneca Street, Oswego, New York 13126

Shane P. Laws
Fire Coordinator

Office: 315.349.8800

Fax: 315.349.8810

To: Phil Church, County Administrator
From: Shane P. Laws, Fire Coordinator
Date: 02/13/2023
RE: 2023 Automotive Equipment Budget Modification

Please find attached Budget Modification and resolution. Fire advisory recently sold fire equipment and apparatus through Auctions International, due to the sale this generated revenue that was not previously budgeted for the 2023 year.

This modification is to request and establish an automotive equipment line with the proceeds from the auction sales. Fire Advisory plans to use the proceeds to purchase a used SUV for the County Fire K-9 vehicle.

The auctioned items included 1980 GMC 7000-VIN#: T17DE9V578719, Expedition-VIN#: 1FMFU16599EA78134, 1991 Salusbury Engine-VIN#: 1D91P11EXM300841S, Crowne Vic-VIN#: 2FAHP71V39X129467, fire hose, foam carts, CO2 canisters, lawnmower and decommissioned electrical equipment. The total of the auctioned items was \$17,939.50.

SPL/gnd
Enclosure(s)
cc: file

COUNTY OF OSWEGO - BUDGET MODIFICATION REQUEST

[illegible]

COMMITTEE SIGNATURES

COMMITTEE SIGNATURES
Richard H. Lane 03/02/2023
J. Mangano-Cruelino 3/2/23
Hyland H. Gordon 3/3/23
Macy C. Chapiro 3/2/23
Mina Orcece 3/2/23

COUNTY TREASURER

Date _____

PERSONNEL DIRECTOR

Date _____

COUNTY ADMINISTRATOR

Date _____

Budget Modification Request - revised 02/09/2012

DEPARTMENT HEAD

Date _____

02/13/2023

RESOLUTION NO. 048

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TO ACCEPT FEDERAL COPS OFFICE GRANT TO FUND PURCHASE
OF VIRTRA TRAINING SIMULATOR**

By Legislator Marc Greco:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 048 of 2023

A3110 443890

(\$115,270.52)

A3110 526000

\$115,270.52



ADMINISTRATION
(315) 349-3307
FAX (315) 349-3483
ROAD PATROL
(315) 349-3411
FAX (315) 349-3303
CRIMINAL INVESTIGATION
(315) 349-3312
FAX (315) 349-3317

OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON
SHERIFF



39 Churchill Road, Oswego, New York 13126-6613

JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3273
1-800-567-7583
JAIL DIVISION
(315) 349-3300
FAX (315) 349-3340

INFORMATIONAL MEMORANDUM

DATE: February 27, 2023

SUBJECT: Budget Modification to Accept Grant Funds – Law Enforcement De-Escalation Grant/Community Policing Development

PURPOSE: To accept a grant award from Office of Community Oriented Policing Service (the COPS Office) in the amount of \$115,270.52. The grant was awarded in September 2022. With this grant funding, Oswego County Sheriff's Office seeks to purchase a training simulator and its required accessories, specifically the V-180 law enforcement training simulator from VirTra, for the Oswego County Regional Police Academy.

SUMMARY: The Sheriff's Office requests permission to accept grant funds from the COPS Office in the amount of \$115,270.52 to purchase a training simulator for the Oswego County Regional Police Academy. These funds in the amount of \$115,270.52 will go into Revenue Line: A3110.443890 (Fed. Aid Other Public Safety), and to transfer \$115,270.52 to Expenditure Line 3110.526000 (Other Equipment).

ATTACHMENTS:

- Quote from VirTra for the V-180 simulator and required accessories
- Budget Modification
- Resolution authorizing Budgetary Modification: Sheriff's office Modification to accept COPS Grant to purchase the VirTra equipment

RECOMMENDED ACTION: The Sheriff's Office recommends the approval of this budget modification accepting the grant funds described above.



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name Oswego County Police Academy
Contact Name Jim Prior
Phone 315 349-3377
Email jim.prior@oswegocounty.com

Created Date 2/10/2023
Quote Number 00007538
Expiration Date 3/31/2023

Ship To Name Oswego County Police Academy
Installation State NY

Prepared By Paul Vance
Phone (480) 968-1488
Extension 5092
Email pvance@virtra.com

Product SKU	Product Code	Product	Product Description	Sales Price	Quantity	Total Price
7001000	V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00	\$0.00
	V-180LE-1	VirTra 180 LE (w/ 1 year warranty)	VirTra Systems 180 LE-1 simulator system uses three interconnected screens to produce a more immersive training environment. Multi-directional training allows for scanning, situational awareness, acquiring and engaging moving targets and overcoming distractions. System includes LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	\$78,871.10	1.00	\$78,871.10
	VHU-BS-180	Borderless Screens (V-180 Systems)	Eliminates the 5 inch black border between screens to increase immersion on VirTra 180 systems.	\$8,294.00	1.00	\$8,294.00
	VATU-LL-G2X	Low Light-Training-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	\$5,368.96	1.00	\$5,368.96
4001702	V-G17-RK-G5	VirTra Tetherless-Glock 17 Gen 5	Micro-switch activated tetherless handgun recoil kit for the Glock 17 Gen 5. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$4,570.50	2.00	\$9,141.00
4001706	VTRK-G17-SM	VirTra Tetherless-Glock 17- Standard Magazine	Additional Standard magazine for use with the VTRK-G17 recoil kits.	\$606.10	2.00	\$1,212.20
			VirTra engineered tetherless rifle recoil kit for			



4010400	V-M4-RK	VirTra Engineered Tetherless M4 Kit	AR15, M4 and M16. Includes internal laser and one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	\$4,981.90	1.00	\$4,981.90
4010403	V-M4-SM	VirTra Tetherless-Standard M4 Magazine	VirTra engineered, refillable, double seal, standard magazine. One refill station (VWSA-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	\$1,127.58	2.00	\$2,255.16
5000552	V-X26P-BL	X26P BLUE High Voltage TASER® Simulation Cartridge	TASER® X26 simulation cartridge. Fits both X26 and X26P live TASER® handles. (X26/P handles supplied by customer.)	\$1,608.20	2.00	\$3,216.40
5000603	V-TF	V-Threat-Fire	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$3,615.00	2.00	\$7,230.00
5000606	VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	\$4,404.40	1.00	\$4,404.40
	V-G17-SM-AP	VirTra Tetherless-Glock 17-Adapter Plate	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	\$480.70	1.00	\$480.70
4010407	V-M4-SM/ASM-AP	VirTra M4 SM and ASM Adapter Plate	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	\$480.70	1.00	\$480.70
	V-180-INSTL	VirTra 180 Installation/Training	VirTra Installation and Training for one (1) V-180 System. Includes all travel and expenses in the CONUS.	\$5,940.00	1.00	\$5,940.00
	TID	Trade-In Discount	One time system trade-in credit to be applied upon invoice. Product return shipping charges responsibility of customer.	(\$10,000.00)	1.00	(\$10,000.00)

Subtotal	\$121,876.52
Discount	0.00%
S&H	\$2,250.00
Grand Total	\$124,126.52

Sales Terms and Conditions for Direct Sales to End Users/Buyer

1. Precedence. This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.

2. Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered

designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

3. All Sales Final. All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.

4. Restocking Fees. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

5. Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

6. Suspension or Cancellation: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

7. Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

8. Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

9. Tax Exemption. If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

10. Shipping, Title, Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

12. Not for Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

14. Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

15. Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

16. Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications

17. Severable Provisions. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

18. Limitation of Liability. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified

21. Governing Law, Jurisdiction, and Venue. The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.

22. Warranty. Seller warrants the product manufactured by Seller for a period of one year from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse.



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in that Warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

-Signature page follows -

The parties hereto agree that this Agreement shall govern all purchase orders and related transactions.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

VirTra:

Signature: _____

Printed Name: _____

Date: _____

SELECT PAYMENT METHOD

Credit Card: include contact information only (subject to limits)

Purchase Order:

Check:

Other (please specify):

Date: February 27, 2023

TO

TOTAL AMOUNT

Richard B. L. 03/07/13

J. Mangano-Correll 3/2/23

Thy to V. Y. 3/17/33

MP/1000 8/2/23

MacGreor 5/2/23

COUNTY ADMINISTRATOR

DATE _____

3223

PERSONNEL DIRECTOR
(Personnel Services Only)

DATE _____

COUNTY TREASURER

DATE _____

RESOLUTION NO. 049

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TO ACCEPT NYS DIVISION OF CRIMINAL JUSTICE SERVICES
GRANT TO FUND BODY - WORN CAMERAS FOR PATROL DIVISION**

By Legislator Marc Greco:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 049 of 2023

**A3110 433890
A3110 526000**

**(\$28,000.00)
\$28,000.00**



ADMINISTRATION
(315) 349-3307
FAX (315) 349-3483
ROAD PATROL
(315) 349-3411
FAX (315) 349-3303
CRIMINAL INVESTIGATION
(315) 349-3318
FAX (315) 349-3317

OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILYON
SHERIFF



39 Churchill Road, Oswego, New York 13126-6613

JOHN F. TOOMEY
UNDERSHERIFF
MICHAEL R. BENJAMIN
JAIL ADMINISTRATOR



CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3373
1-800-562-7803
JAIL DIVISION
(315) 349-3350
FAX (315) 349-3349

INFORMATIONAL MEMORANDUM

DATE: February 27, 2023

SUBJECT: Budget Modification Request to Accept Grant Funds – NYS Division of Criminal Justice Services (DCJS) to fund purchase of Body Worn Cameras.

PURPOSE: To accept grant funds from NYS DCJS in the amount of \$28,000. The grant was awarded in February 2023. The Oswego County Sheriff's Office requested funding to purchase body worn cameras (BWC) which can help improve police officer interactions with the public and serve as an integrated part of OCSO's problem-solving and community-engagement strategy.

SUMMARY: The Sheriff's Office requests permission to accept grant funds from NYS DCJS in the amount of \$28,000 to purchase Body Worn Cameras via state contract for Road Patrol and School Resource Officer (SRO) program. These funds in the amount of \$28,000 will go into Revenue Line: A3110.433890 (State Aid Other Public Safety), and to transfer \$28,000 to Expenditure Line 3110.526000 (Other Equipment).

ATTACHMENTS:

- Approval MEMO from NYS DCJS
- Budget Modification
- Resolution authorizing Budgetary Modification: Sheriff's office Modification to accept NYS DCJS funding to procure Body Worm Cameras

RECOMMENDED ACTION: The Sheriff's Office recommends the approval of this budget modification accepting the grant funds described above.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

MEMORANDUM

TO: Lieutenant Brian Wills

FROM: Commissioner Rossana Rosado, Division of Criminal Justice Services

DATE: February 3, 2023

SUBJECT: Body Worn Camera (BWC) Funding Approval Notice

Please be advised that your agency's request to DCJS for Body Worn Camera (BWC) funding has been approved for the amount of \$28,000.00. Payments have been, or will be made, directly to your agency. An executed DCJS local grant contract for this payment will not be necessary.

This is a one-time payment for the purchase of BWCs and software related to BWCs, as your agency submitted to DCJS in the Application for Funding. At this time, DCJS does not have funding to support the continued maintenance of such equipment.

As noted in the BWC Application for Funding, DCJS worked with the NYS Office of General Services (OGS) regarding a state contract for the purchase of BWC equipment. We have been advised that OGS does have a state contract in place available for authorized entities to use for procurement. The link to that contract is <https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802ContractorPage.pdf>. If the available equipment meets your agency's needs, we encourage you to purchase through the OGS centralized contract before pursuing other procurement methods.

If your department is not currently an authorized entity/user for OGS contracts, there is additional information on the OGS website on how to register. Please visit the OGS website at <https://ogs.ny.gov/procurement/ogs-centralized-contracts> for more information.

Please be advised that funds used for the purchase of BWCs may be subject to an audit. During an audit, award recipients may be asked to provide documentation supporting equipment purchases, such as invoices and proof of payment. Award recipients are also expected to control the assignment and disposition of BWCs using a suitable equipment inventory tracking method.

As a reminder, all funded agencies must maintain a BWC policy that meets or exceeds the provisions set forth in the Municipal Police Training Council's (MPTC) Body-Worn Camera Model Policy published by the NYS Division of Criminal Justice Services. (See MPTC "[Body-Worn Camera Model Policy](#)," issued September 2015.)

DCJS is pleased to be able to provide your agency with funding to support BWCs, which can help improve police officer interactions with the public and serve as an integrated part of your agency's problem-solving and community-engagement strategy. We look forward to working with you in our shared efforts to keep New Yorkers and visitors to our state safe, and ensure a criminal justice system that works for all.

If you have any questions about this award, please contact DCJS at BWCquestions@dcjs.ny.gov and please include "BWC Payment" in Subject Line of the email. Thank you for your partnership.

Cc: Undersheriff John Toomey

Date: February 24, 2023

FROM
(OR REVENUE)

ACCOUNT NUMBER			ACCOUNT NUMBER			REASON FOR REQUEST	DOLLAR AMOUNT (\$28,000.00)
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A3110	433890					ST Aid Other Public Safety	
			A3110	526000		Other Equipment	\$28,000.00
						Received Grant to purchase body worn cameras	
						TOTAL AMOUNT	0.00

Richard B. Allen 03/02/23
J. Mangano - Caroline 3/2/23
Hester B Gordon 3/2/23
Mary E. White 3/2/23
p. Kane Grace 3/2/23

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR
(Personnel Services Only)

DATE _____

DEPARTMENT HEAD

COUNTY ADMINISTRATOR

DAIRY

RESOLUTION NO. 050

**RESOLUTION AUTHORIZING CREATION OF ONE (1) PART-TIME 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 add one (1) part-time Account Clerk position to adequately staff the Accounting Unit, and be it

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 050 of 2023

A6010 511000	\$13,587.40
A6010 446100	(\$6,793.70)
A6010 436100	(\$3,396.85)
A6010 511000	(\$3,396.85)



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: February 14, 2023

SUBJECT: Request for Creation of One (1) PT Position in DSS Accounting Unit

SUMMARY: As you know, the DSS Accounting Unit has struggled with keeping up with their workload over the past year due to staffing issues, and complexity in the workload. We have just recently been able to reclassify/add titles to the Unit which will help tremendously once those positions are filled.

We have recently had a retired former employee with account clerk experience return to us to work part-time. This part-time account clerk brings knowledge and experience to our unit and provides efficient support to our upper-level staff. We would like to be able to retain her part-time for the foreseeable future.

RECOMMENDED

ACTION: The Department of Social Services recommends the Human Services Committee, Finance & Personnel Committee, and the Legislature approve the creation of one (1) part-time account clerk position as requested. The total increase in cost to the 2023 budget for the remainder of the year will be \$13,587. The total local share increase after 75% reimbursement will be \$3,397, which will be covered using accumulated funds in Salary & Wages due to vacancies. **The addition of this new part-time position is budget neutral in 2023.**

2023 Budget
3/9/2023

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.		
A6010	511000					Admin - Salaries and Wages - Reg	\$ 13,587.40
			A6010	446100		SSAdmin - Fed Aid Soc Serv Admin	\$ (6,793.70)
			A6010	436100		SSAdmin - St Aid Social Services Admin	\$ (3,396.85)
			A6010	511000		SSAdmin - Salaries and Wages - Reg	\$ (3,396.85)
To cover the addition of one new part-time Account Clerk position							
Assumed a start date of 3/20/2023 (820 paid hours for 2023)							
TOTAL AMOUNT							-

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: DSS

DIVISION/UNIT (NUMBER): 6010

A. NEW POSITION REQUEST

1. Position Title Requested: Account Clerk - PT

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

3. a. Bargaining Unit – Hourly Rate from Grade plan: 16.57 Grade: 4

b. Management or OCPA – Salary Requested: Grade:

4. Percent of Federal and or State Reimbursement: 75% Fringe Reimbursed: ☒ Yes ☐ No

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

The Accounting Unit has struggled continuously with recruitment of lower level employees such as typist and account clerk over the past year. We have just recently been able to reclassify and add positions, but we have also managed to recruit a retired former employee that was an account clerk and brings with her knowledge and experience that helps out the unit significantly. This title can provide hands to take on routine tasks to support upper level staff. We are requesting the addition of a p/t account clerk line to keep that resource employed with us for the foreseeable future.

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 DSS	DIVISION, UNIT, OR WORK SECTION Accounting	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: <i>Account Clerk, p/t</i>		
PERCENT OF WORK TIME		
25%	<i>Verify all accounts payable invoices are correct and follow contracted guidelines. Create Vouchers for payment. Enter all vouchers into MUNIS financial system. Make copies of all invoices, have signed by supervisor and interoffice mail to audit department. Eventually all invoices and vouchers will need to be scanned into computer once signed and attached to MUNIS system. (This will add at least 2 hours to the voucher process)</i>	
25%	<i>Assist with childcare time sheets, entering time and filing documents (original documents must be kept 7 years)</i>	
25%	<i>Cash Receipts -- accept and input all payments made to Oswego County through DSS</i>	
9%	<i>BICS Room operator -- this job is every day but is shared by all account clerks who spend one day each week doing it</i>	
8%	<i>Scanning -- all client documents that come into DSS must be scanned and attached to the clients case. This is an ongoing process that is generally backed up</i>	
8%	<i>Assist with resource and recoveries- requests information from other county and state offices to ensure that all moneys owed to Oswego County DSS are being recovered. Type letters and file documents when needed.</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
Sophie Pomerville	Principle Account Clerk	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
n/a		

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
Derrick Hamilton	Account Clerk	Mexico

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): *1 year maintaining financial accounts or records by posting figures to appropriate accounts, reconciling debits and credits, processing of payroll, vouchers and bills, and/or verifying calculations*

Essential knowledge, skills and abilities: *methods used in maintaining financial records and reports; office terminology, practices, and procedures; make arithmetic computations involving fractions, decimals, and percentages; perform prolonged fine-finger movement on a keyboard at a predetermined rate of accuracy; understand and interpret oral and written instructions; perform detailed work*

Type of license or certificate required: n/a

7. The above statements are accurate and complete.

Date:

Title: Commissioner

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. 051

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO ACCEPT OASAS OPIOID ABATEMENT LGU
ALLOCATION**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 051 of 2023

A4310 434900 NYSOP

(\$815,581.00)

A4310 545500 NYSOP

\$815,581.00



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

DATE: February 27, 2023 (**Revised 2/28/2023**)

SUBJECT: Mental Hygiene Division budget modification to accept and expend Opioid Settlement Funds from NYS Office of Addiction Services and Supports (OASAS).

PURPOSE: To recommend the approval of budget modification to increase revenue and corresponding contract expense line.

SUMMARY: OASAS is providing the Division of Mental Hygiene, Local Governmental Unit for Oswego County, with dollars for the LGU to procure at its discretion based on the allowable use of funds per Settlement and Statute. Oswego County LGU allocation is \$815,581. The amounts provided are designated for state fiscal year 2023.

As specified in the Settlement Agreement, State Statute and in the Opioid Settlement Fund Advisory Board report released on November 1, 2022, the allowable use of funds and identified priority areas are available to inform the local subdivisions and should be considered when utilizing settlement dollars. The priority areas include harm reduction, treatment, investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research. Additional information is available online <https://oasas.ny.gov/opioid-settlement-funding-initiatives>

Identification of local priorities will be guided by the Mental Hygiene Local Services Plan. Planning activities for the use of these funds and will engage the Oswego County Community Services Board, County Departments, and Community Stakeholders.

The Division respectfully requests to create NYSOP (NYS Opioid Abatement) revenue and contractual expense lines, in the amount of \$815,581. The modification will allow the Division to accept and expend funds to be determined by local process. All funding is 100% Opioid Settlement Funds. There is no local share.

**RECOMMENDED
ACTION:**

To approve the budget modification as requested in the attached worksheet and authorize the Division to engage in planning and procurement activities.



**Office of Addiction
Services and Supports**

KATHY HOCHUL
Governor

CHINAZO CUNNINGHAM, MD
Commissioner

February 10, 2023

Nicole Kolmsee
Oswego County DSS, Division of Mental Hygiene
Oswego County

Dear Nicole,

On behalf of Governor Kathy Hochul, I am pleased to inform you that your county will be receiving money from the Opioid Settlement Fund.

OASAS is providing the Local Governmental Unit for Oswego County with dollars for the LGU to procure at its discretion based on the allowable use of funds per Settlement and Statute, and additional funding guaranteed to Other Litigating Entities within the county where applicable. The amounts provided are designated for state fiscal year 2023. Additional information on use of funds and reporting are provided in the Opioid Settlement Fund Regional Abatement Planned Use of Funds Request posted to the OASAS website.

LGU allocation \$815,581

Other Litigating Entities

Total Amount in State Aid \$815,581

OASAS is excited to work in partnership with the cities, Local Governmental Units and other litigating entities on the use of Opioid Settlement funds. This funding is important in addressing the substance use prevention, treatment, harm reduction and recovery service needs at the local level.

Please coordinate any publicity regarding this award with the OASAS Communications Office at communications@oasas.ny.gov or by calling (518) 457-8299. Any other questions can be directed to (518) 485-2322.

Sincerely,

Chinazo Cunningham, MD
Commissioner

cc: Sean Byrne
Trishia Allen
Deborah Davis
Constance Burke

501 7th Avenue | New York, New York 10018-5903 | oasas.ny.gov | 646-728-4760

1450 Western Avenue | Albany, New York 12203-3526 | oasas.ny.gov | 518-473-3460

COUNTY OF OSWEGO

2/27/2023

COMMITTEE SIGNATURES _____ DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

RESOLUTION NO. 052

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO ACCEPT AND EXPEND ADDITIONAL STATE AID
FROM NYS OASAS TO SUPPORT EXISTING LOCAL SERVICES**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 052 of 2023

A4310 434900 OASAS
A4310 545500 OASAS

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



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

DATE: February 27, 2023

SUBJECT: Mental Hygiene Division budget modification to accept and expend additional State Aid from NYS Office of Addiction Services and Supports (OASAS) to support existing local services.

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

SUMMARY: NYS OASAS is providing additional State Aid in the amount of \$250,000 as pass through funds to Farnham Family Services capital project for the purchase of property on George Street in the City of Oswego to construct a new building for the delivery of Substance Abuse Outpatient Treatment, Opioid Treatment Program, and Prevention Services.

The Division respectfully requests to increase OASAS revenue and contractual expense line, in the amount of \$250,000. The modification will allow the Division to accept and expend funds exceeding the current budgeted amounts to Farnham. All funding is 100% NYS funding. There is no local share.

RECOMMENDED ACTION: To approve the budget modification as requested in the attached worksheet and revise the current Farnham contract to include the additional funds.

2023 BUDGET
2/27/2023

COMMITTEE SIGNATURES	DATE
<i>[Signature]</i>	2/27/23
<i>[Signature]</i>	2/27/23
<i>[Signature]</i>	2-27-23
<i>[Signature]</i>	2-27-23
<i>[Signature]</i>	2/27/23
<i>[Signature]</i>	2/27/23

RESOLUTION NO. 053

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO ACCEPT AND EXPEND ADDITIONAL STATE AID
FROM NYS OMH TO SUPPORT EXISTING LOCAL SERVICES**

By Legislator Roy Rechil:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 053 of 2023

A4310 434900 MHCON
A4310 545500 MHCON

(\$402,560.00)
\$402,560.00



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

DATE: February 27, 2023

SUBJECT: Mental Hygiene Division budget modification to accept and expend additional State Aid from NYS Office of Mental Health (OMH) to support existing local services.

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

SUMMARY: NYS OMH is providing additional State Aid for Oswego County providers in the amount of \$402,560.

1. NYS OMH has provided additional time-limited funding to support existing School Based Mental Health (SBMH) Satellite Clinic Sites, effective April 1, 2022. 9 mos. of funding for 2022 at \$155,816 and 12 mos. for 2023 at \$207,744, for a total of \$363,560 to be passed through to eligible provider agencies. SBMH sites achieve lower billable units than main clinics. NYS seeks to provide an enhanced billable rate in the future. Until that is accomplished, the enhancements are made available via State Aid to be passed through to the provider via local contract. Liberty Resources, Oswego Hospital, and ARISE have been identified by NYS to receive these funds.

2. NYS OMH has provided an increase in funding in the amount of \$39,000 per year for the Mental Health Supported Housing program operated by OCO. The increase provides for an additional \$600/year for each of the 65 program slots. The funding supports enhancements to rehabilitative services provided to enrolled participants.

The Division respectfully requests to increase OMH revenue and contractual expense lines, in the amount of \$402,560. The modification will allow the Division to accept and expend funds exceeding the current budgeted amounts. All funding is 100% NYS OMH funding. There is no local share.

**RECOMMENDED
ACTION:**

To approve the budget modification as requested in the attached worksheet. To authorize local contracts to accomplish pass through of funds allocated by NYS OMH.

2023 BUDGET
2/27/2023

COMMITTEE SIGNATURES	DATE
<i>[Signature]</i>	2/27/23
<i>[Signature]</i>	2/27/23
<i>[Signature]</i>	2.27.23
<i>[Signature]</i>	2/27/23
<i>[Signature]</i>	2/27/23

RESOLUTION NO. 054

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO ACCEPT AND EXPEND ADDITIONAL STATE AID
FROM NYS OPWDD TO SUPPORT EXISTING LOCAL SERVICES**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 054 of 2023

**A4310 434900 OPWDD
A4310 545500 OPWDD**

**(\$4,736.00)
\$3,484.00**



COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

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

INFORMATIONAL MEMORANDUM

DATE: February 27, 2023

SUBJECT: Mental Hygiene Division budget modification to accept and expend additional State Aid from NYS Office for People with Developmental Disabilities (OPWDD) to support existing local services.

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

SUMMARY: NYS OPWDD is providing additional State Aid of \$4,736 to cover increased cost for Division salaries and for ARC of Oswego County to provide Senior Day Programming and Recreational Respite services.

The Division respectfully requests to increase OPWDD revenue line in the amount of \$4,736 and the OPWDD contractual expense line in the amount of \$3,484. The remaining \$1,252 supports salaries within the Mental Hygiene Budget. The modification will allow the Division to accept and expend funds exceeding the current budgeted amounts. All funding is 100% NYS OPWDD funding. There is no local share.

RECOMMENDED ACTION: To approve the budget modification as requested in the attached worksheet and revise the current ARC contract to include the additional funds.

2023 BUDGET
2/27/2023

COMMITTEE SIGNATURES	DATE
<i>John</i>	2/27/23
<i>James A. Ward</i>	2/27/23
<i>John</i>	2-22-23
<i>Michael G. Gordon</i>	02/27/23
<i>John</i>	2/27/23

RESOLUTION NO. 055

**RESOLUTION AUTHORIZING BUDGET MODIFICATION YOUTH BUREAU
CLOSING CAPITAL PROJECT #128 CAMP ZERBE REPAIRS AND
TRANSFERRING REMAINING FUNDS TO CAPITAL PROJECT # 1422 CAMP
ZERBE ADA BATHHOUSE AND CAPITAL IMPROVEMENTS**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 055 of 2023

H529000 128

(\$35,561.33)

H529000 1422

\$35,561.33



Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX
70 BUNNER STREET
OSWEGO, NEW YORK 13126
(315) 349-3451 Fax (315) 349-3231

Brian Chetney, Executive Director



February 14, 2022

Informational Memorandum

Purpose:

This resolution will authorize the County Treasurer to transfer the remaining funds from CP #128 Camp Zerbe Repairs to CP #1422 Camp Zerbe ADA Bathhouse and Capital Improvements.

Summary:

The resolution authorizes the County Treasurer to modify the budget accordingly. There is \$35,561.33 in local funds remaining in CP #128 Camp Zerbe Repairs. With inflation expenses are high and these funds can be used with CP #1422 Camp Zerbe ADA Bathhouse and Capital Improvements. CP#128 Camp Zerbe Repairs is to be closed.

Recommended Action:

The department recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize the transfer of funds (budget modification attached) and close CP#128 Camp Zerbe Repairs.

DATE: 2/10/23

COUNTY OF C

BUDGET MOI

FROM (OR REVENUE)		TO (OR APPROPRIATION)		ACCOUNT NUMBER		REASON FOR REQUEST	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
H	529000	128				CP #128 Camp Zerbe Repairs	-35,561.33
			H	529000	1422	CP #1422 Camp Zerbe ADA Bathhouse & Capital Improvements	35,561.33
						Closing CP #128 and transferring the remaining funds to CP #1422	
						BUDGET YEAR: 2023	
TOTAL AMOUNT							-\$0-

COMMITTEE SIGNATURES

32/22	22/22
-------	-------

Wages & salaries 2/27/33

W New Guinea 2-27-23
Michael G. Barker 02/27/23

2-22-73

DEPARTMENT HEAD - DATE

3.13 /Forms/Budget Mod

Send form to County Administrators Office for approval

RESOLUTION NO. 056

**RESOLUTION AUTHORIZING BUDGET MODIFICATION – ARPA - TO
ADDRESS THE NEED FOR ADDITIONAL REGISTERED CHILDCARE
PROVIDERS IN OSWEGO COUNTY**

By Legislator Roy Reehil:

WHEREAS, the Oswego County Legislature, in concert with a variety of local and regional partners, has long been involved in developing an environment that would inspire new jobs and growth in the County of Oswego, and

WHEREAS, these efforts have involved reviews and analysis of our assets, opportunities and challenges with input from a wide variety of stakeholders both public and private throughout the County and beyond, and

WHEREAS, this body, found it desirable and appropriate to acknowledge their interest and intent to focus their efforts on specific initiatives, programs and projects, and

WHEREAS, the need for additional childcare providers has been recognized by a variety of studies and acknowledged by parents and employers alike as well as through this body's Resolution #190 of 2022, and

WHEREAS, Integrated Community Planning of Oswego County (ICP), the Small Business Development Center (SBDC), Jefferson Community College (JCC), and Oswego County Workforce NY (OCWNY) are partnering to offer an intensive In-Home Childcare Provider Bootcamp that will allow participants to be successful in registering and operating their own childcare business, and

WHEREAS, this partnership of organizations is hoping to offer this program for free to qualified participants and have requested \$151,950, \$50,650 a year for 3 years, from the Oswego County allocation of American Rescue Plan funds to support a 3-year training program designed for 12 participants each year, therefore

NOW, on the suggestion by the Chairman's Task Force on ARPA appropriations, and the recommendation of the Human Services and Finance and Personnel Committees of this body, be it

RESOLVED, that \$151,950 be allocated towards this project through the County's Department of Employment and Training, and be it further

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

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request, and roll unused funds to subsequent years 2024 and 2025,

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 MARCH 9, 2023:
YES: 21 NO: 1 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 056 of 2023

**CD6292 543800 ARPA
CD6292 440890 ARPA**

**\$151,950.00
(151,950.00)**



David R. Turner
Director

OSWEGO COUNTY
OFFICE OF STRATEGIC INITIATIVES

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

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

Kyle Boeckmann
Strategic Programs Specialist

Kasey Chewning-Kulick
Administrative Assistant

INFORMATIONAL MEMORANDUM

SUBJECT: ARPA funding for Childcare Bootcamp Program

PURPOSE: Authorize the use of internal ARPA funds (\$151,950) to support a 3 year training program coordinated by the Office of Employment & Training.

SUMMARY: Integrated Community Planning of Oswego County (ICP), Small Business Development Center (SBDC), Jefferson Community College (JCC), and Oswego County Workforce NY (OCWNY) are partnering to offer an intensive In-Home Childcare Provider Bootcamp.

The proposal addresses the need for a Regulated Home Day Care Provider Business Training program. It will allow interested participants to become NYS registered in-home childcare providers and receive small business entrepreneurship training. This will position participants to be successful in registering and operating their own childcare business.

The proposal has been reviewed favorably by the Chairman's Task Force on ARPA appropriations, but determined to be an appropriate expenditure from the ARPA internal fund.

FISCAL IMPACT: None

RECOMMENDED

ACTION: The Committee on Human Services in concert with the Committee on Finance & Personnel authorize this action and transfer funding to the Office of Employment and Training.

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

[illegible]

COMMITTEE SIGNATURES _____ DATE _____

DATE _____

22/23

Happy Lane 2/27/23

2-27-23

Michael R. Gordon 02/27/23

2/27/23

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

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

COUNTY ADMINISTRATOR

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

RESOLUTION NO. 057

**RESOLUTION APPOINTING MEMBERS TO THE VETERANS SERVICE
ADVISORY COMMITTEE**

By Legislator Roy Reehil:

WHEREAS, the Oswego County Legislature established the Veterans Service Advisory Committee by Resolution 180 of 2018;

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

RESOLVED, that the following named individuals be, and they hereby are, appointed to the Veterans Service Advisory Committee for a term to expire December 31, 2024.

Michael Yerdon	Veteran, County Legislator
Eric Boozer	Veteran, Director of Veterans Services (Ex-Officio)
Trudell, Bradley	Veteran, Oswego County
Lorraine Murray	Veteran, Senior Case Work Adult Services Unit
Garry Visconti	Veteran, Oswego County
Nathan Beasley	Veteran, President Oswego Team Red White & Blue
Peter Allen	Veteran, Oswego County
Frank Manchester	Veteran, Oswego County

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

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

RESOLUTION NO. 058

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF COMMUNITY DEVELOPMENT, HOUSING OFFICE**

By Legislator Tim Stahl:

WHEREAS, there is a current need within the Office of Housing Assistance to move funds within their existing budget to accommodate a short term need for additional hours, and

WHEREAS, no funds beyond those already to this office are required for this action, 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 CONSENT VOTE ON MARCH 9, 2023:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 058 of 2023

A8610 545500 OPR

(\$800.00)

A8610 514300

\$800.00



David R. Turner
Director

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

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

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

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Allocate funds for additional hours in the Housing Assistance office.

PURPOSE: To modify the department budget in order to compensate employees for additional hours required to complete their regular duties while faced with a vacancy and state mandated training.

SUMMARY: Under regular circumstances, the Housing Assistance office has but four employees. Purely by coincidence, they had a resignation at the same time that the NYS agency that governs their program, mandated three consecutive weeks of full-time training. This leaves the program manager with only one-hour of regular work time to also fulfill all of her other duties. While an extra 5 hours/week will not be sufficient to keep her program running, she has agreed to use comp time for anything beyond that.

This action will establish an "extra hours" line in that budget and fund it with dollars (\$800.00) available within their existing budget. No new money is being requested for this action.

FISCAL IMPACT: None at this time.

RECOMMENDED ACTION: The committee on Economic Development & Planning committee, in concert with the Committee on Finance and Personnel, recommends that the Oswego County Legislature authorize this action.

RESOLUTION NO. 059

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DEPARTMENT OF COMMUNITY DEVELOPMENT, OFFICE OF PLANNING
AND COMMUNITY DEVELOPMENT**

By Legislator Tim Stahl:

WHEREAS, there is a current need within the Office of Planning and Community Development to move funds within their existing budget to accommodate a short term need for additional hours, and

WHEREAS, no funds beyond those already allocated to this office are required for this action, 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 MARCH 9, 2023:

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

Authorized Budget Modification

Res. 059 of 2023

A8020 427700 CCIN

(\$1,000.00)

A8020 514300

\$1,000.00



David R. Turner
Director

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

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

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

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

SUBJECT: Transfer funds for additional hours in the Planning & Community Development office.

PURPOSE: To modify the department budget in order to compensate employees for additional hours required to complete their regular duties while faced with the lack of a Mobility Manager.

SUMMARY: Under regular circumstances, the Planning & Community Development office would have the assistance of a mobility manager to help coordinate public transportation matters. The company that used to provide those services has decided not to do so and we are left with mandated activities and no one, other than existing staff, to handle these items on top of their regular responsibilities.

This action will transfer funds (\$1,000) from within our approved budget into the "extra hours" line in that budget. No new money is being requested for this action.

FISCAL IMPACT: None at this time.

RECOMMENDED ACTION: The committee on Economic Development & Planning committee, in concert with the Committee on Finance and Personnel, recommends that the Oswego County Legislature authorize this action.

RESOLUTION NO. 060

**RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING TO DISCUSS
THE IMPLEMENTATION AND ADMINISTRATION OF THE OSWEGO COUNTY
CDBG 864CVHR34-21 HOUSING ACTIVITIES**

By Legislator Tim Stahl:

WHEREAS, the County of Oswego applied to the NYS Office of Community Renewal for CDBG Covid Cares Act funding to be used for housing activities to improve living conditions for vulnerable populations and

WHEREAS, on November 10, 2021, Oswego County entered into a contract with the Office of Community Renewal, Albany, NY to administer the CDBG Grant for \$1,006,840 Project No. 864CVHR34-21 and

WHEREAS, Oswego County has entered into subrecipient agreements with three Not-For-Profit agencies to provide funds to purchase air purifying units, generators, roof repair and landlord apartment repairs to support increasing of safe, sanitary and affordable housing in Oswego County and

WHEREAS, a public hearing is required in connection therewith,

NOW UPON, the recommendation of the Economic Development & Planning Committee of this body, be it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the implementation of the CDBG Grant Program known as 864CVHR34-21 Housing Activities on April 13, 2023 at 7:00 o'clock, in the evening of said day at the Oswego County Legislative Chambers, County Office Building, 46 East Bridge St. Oswego, NY 13126, and be it further

RESOLVED, that copies of the application and annual reports are available in the Office of the Clerk of the County Legislature and at Oswego County Dept. of CD, Tourism and Planning for review; and it is further

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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



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

COUNTY BUILDING

46 EAST BRIDGE STREET

OSWEGO, NEW YORK 13126

TELEPHONE (315) 349-8292

FAX (315) 349-8279

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

David R. Turner
Director

INFORMATIONAL MEMORANDUM

DATE: February 13, 2023

SUBJECT: NYS Office of Community Renewal Community Development Block Grant (CDBG) – 864CVHR34-21 and setting of a Public Hearing for April 13, 2023, at 7:00 pm at the Oswego County Legislative Meeting

PURPOSE: This public hearing is a requirement of the CDBG grant funding. At this public hearing, information will be provided about the implementation of the grant program and the status of the four (4) funded activities.

Activity #1 – Purchase and distribution of Air purifiers and generators for 13 Congregate Care living facilities and three daycare centers

Activity #2 – Purchase and distribution of air purifiers and generators for two affordable housing complexes, owned or managed by the Oswego Housing Development Council Inc., (OHDC). A total of 36 apartments are being served. Also \$50,000 has been allocated to OHDC to address a necessary roof repair for the Redfield School house apartments, an affordable housing complex located in Redfield, NY

Activity #3 – Roof replacement for 24 East Oneida St. Oswego, NY, a transitional living shelter for homeless men.

Activity #4 – Apartment renovations for landlords willing to commit to renting to government subsidized tenants. The county has completed 6 of the 7 apartment units.

FISCAL IMPACT: The County is receiving administration money to be in compliance with all the requirements of the NYS CDBG program.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends that the legislature authorize a public hearing on April 13, 2023, to discuss the Oswego County CDBG 864CVHR34-21 program status and performance of the implementation of this grant to date.

LEGAL NOTICE - OSWEGO COUNTY ---Notice of Public Hearing

Oswego County will hold a public hearing on April 13th at 7:00 pm in the Oswego County Legislative Chambers located at 46 East Bridge St., for the purpose of hearing public comments on the Oswego County CVHR86434-21, Community Development Block Grant Housing Activities program.

The CDBG program is administered by the New York State Office of Community Renewal (OCR) and provides resources to eligible local governments for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the progress of the ongoing CDBG project. Comments related to the effectiveness of administration of the CDBG project will also be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart I of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

The location of the hearing, 46 East Bridge St. Oswego, NY is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities,, those with hearing impairments, or those in need of translation from English, those individuals should contact Donna Scanlon at the Oswego County Department of Community Development, Tourism and Planning (315)349-8292, donna.scanlon@oswegocounty.com at least one week in advance of the hearing date to allow for necessary arrangements. Written comments may also be submitted to Donna Scanlon until, April 12, 2023.

RESOLUTION NO. 061

**RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO UTILIZE
PROGRAM DELIVERY AND ADMINISTRATIVE FUNDS RECEIVED FROM
THE IMPLEMENTATION OF THE CDBG PROJECT NO. 864CVHR 34-21 AND
CDBG FARMWORKER HOUSING PROJECT NO. 864CVHR102-2022 TO BE
USED TO SUPPORT THE CDBG PROGRAM INCOME HOUSING (PLOAN) FUND**

By Legislator Tim Stahl:

WHEREAS, The State of New York has made available for various related activities under the NYS Office of Community Renewal CDBG -COVID funds for program years 2020-2023 and

WHEREAS, Oswego County has successfully secured \$1,006,840 in CDBG grant funds for four housing activities that directly benefit the residents of Oswego County and

WHEREAS, Oswego County has also successfully secured \$600,000 in CDBG Farmworker safety grant funds to address housing needs for H2A and Migrant workers and

WHEREAS, \$46,445 of administration and program delivery funds from the CDBG program known as 864CVHR 34-21, have been allocated to Oswego County if the grant implementation is completed and

WHEREAS, \$14,000 of administration funds will be received from the CDBG Farmworker Safety grant known as 864CVHR102-2022 and

WHEREAS, the Oswego County CDBG Program Income Housing Fund will not be able to generate additional funds to support the CDBG housing grant/loan program for income eligible households with critical housing needs that left unattended could be hazardous to the health of the inhabitants or that could force families to be evicted until necessary repairs are made and

WHEREAS, the Oswego County CDBG Program Income Housing Fund was developed to assist homeowners whose income is less than 80% of median secure funds to do critical repairs such as septic system, lead based paint removal and drinking water quality updates and

WHEREAS, Oswego County residents are able to address critical housing needs and assist in maintaining Oswego County's housing stock.

RESOLVED, that the Oswego County Legislature authorizes and supports the use of Administrative and Program Delivery funds received from the CDBG grants identified as 864CVHR34-21 (Covid Housing Activities) and 864CVHR102-2022 (COVID Farmworker Safety) and

RESOLVED, that a budget modification be approved to increase appropriate budget lines for the CDBG Program Income Housing Fund (Ploan) by \$60,445 to accept the administration and program delivery funds when received.

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

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

LEGISLATURE

COUNTY

OSWEGO



David R. Turner
Director

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

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
TELEPHONE (315) 349-8292
FAX (315)349-8279

Daniel Breitweg
Deputy Director

Donna B. Scanlon
*Office of Community
Development Programs*

Kelly Allen
Office of Housing Assistance

INFORMATIONAL MEMORANDUM

DATE: March 23, 2022

SUBJECT: Resolution to allow funds received from the administration of the CDBG Grant programs identified as 864CVHR34-21 and 864CVHR102-2022

PURPOSE: Authorize and support the use of the funds received from administering CDBG grant programs to fund the Oswego County CDBG Program Income Housing (Ploan) fund. This fund was set up to respond to low-moderate income (80% of median) homeowners critical housing repairs, that if not addressed could be a safety issue or result in being eviction. The maximum grant or loan amount to any homeowner is \$4,990. Currently 95% of the funds are committed in this account.

FISCAL IMPACT: There is no direct fiscal impact to Oswego County as the funds will be provided by a CDBG, that are currently being administered.

RECOMMENDED ACTION: The Economic Development & Planning Committee recommends that the legislature approve the resolution that allows for a total of \$60,445 of CDBG 864CVHR 34-21 and CDBG 864CVHR 102-22 to be provided to the account known as the CDBG Program Income Housing (Ploan) fund.

RESOLUTION NO. 062

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 22-CDTP-011 – TOURISM WEBSITE**

By Legislator Tim Stahl:

WHEREAS the County issued a request for proposal for design firms or marketing agencies to build a new Tourism Website; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 22-CDTP-011) from multiple qualified firms to build a new Tourism Website; and

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 The Zimmerman Agency, 1821 Miccosukee Commons Drive, Tallahassee, FL 32308, 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 building a new Tourism Website to The Zimmerman Agency of Tallahassee, FL 32308, not to exceed the cost of \$54,000 for the initial development and \$1,300/month for future ongoing hosting/maintenance of the website 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 MARCH 9, 2023:

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



OSWEGO COUNTY PURCHASING

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

RFP 22-CDTP-011 – TOURISM WEBSITE

Name of Company	Location	Evaluation Rating	Fees	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Civic Plus	302 S 4 th Street, Suite 500 Manhattan, KS 66502	60%	A = \$9,998.25 B = \$5,700.00	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Fuselab Creative	1751 Pinnacle Drive, Suite 600 #7 McLean, VA 22102	53%	A = \$80,986 B = \$12,960	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Juicebox	516 3 rd Street, Suite 202 DeMoines, IA 50309	78.5%	A = \$42,650 B = \$780. Yearly	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Lake Placid Advertisers Workshop DBA workshop	44 Hadjis Way, Lake Placid, NY 12946	59%	A = \$141,493 B = \$138,761 (3 Years)	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Louder Design, Inc.	8912 Spence CT, N Richland Hills, TX 76182	76%	A = \$37,500 B = \$6,000/Yearly	<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					
Neumeric Technologies Corp.	590 Enterprise Drive, Lewis Center, OH 43035	51%	A = \$103,600. B = \$10,620.	<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					
Paul J. Cowley Associates, Inc.	PO Box 11066, Syracuse, NY 13218	52%	A = \$42,000-49,000 B = \$3,250/Yearly	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
RBK Advertising + Design	291 Broadway, 7 th Floor New York, NY 10007	50.5%	A = \$35,000-50,000 B = \$1k-2k/Monthly	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Simpleview LLC.	8950 N. Oracle Rd., Tuscon, AZ 85704	90.5%	A = \$49,750 B = \$23,250/Yearly	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					

RFP 22-CDTP-011 TOURISM WEBSITE (continued)

Name of Company	Location	Evaluation Rating	Fees	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Stephen Donnelly & Associates	33 S. Washington Street, Binghamton, NY 13903	57%	A = \$14,375 – \$19,700 B = \$500/Yearly	<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					
Sweans Technologies, Inc.	501 Silverside Rd., Suite 105 Wilmington, DE 19809	45%	A = \$11,249 B = \$4,464	<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					
We Us Them Inc.	1791 Barrington Street, Suite 402 Halifax, NS Canada B3J 3K9	59.5%	A = \$62,900 B = \$11,800/Yearly	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					
Weblinx, Inc.	165 Kirkland Circle, Oswego, IL 60543	34%	A = \$40,000 B = \$5,050	<table><tr><td>X</td><td>X</td><td>N/A</td><td>X</td><td>N/A</td></tr></table>	X	X	N/A	X	N/A
X	X	N/A	X	N/A					
Zimmerman Agency	1821 Miccosukee Commons Drive Tallahassee, FL 32308	89%	A = \$54,000 B = \$1,300/Monthly	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>N/A</td></tr></table>	X	X	X	X	N/A
X	X	X	X	N/A					

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

A = Initial Development, B = Future Ongoing hosting/ maintenance

RFP 22-CDTP-011 TOURISM WEBSITE (continued)

Solicitation Process: RFP 22-CDTP-011 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County Purchasing website on October 20, 2022. It was also sent directly to the following vendors:

- Adjacent
- Helen and Gertrude
- Congruent
- Dixon Schwabl
- Cowley and Associates
- 76West
- Trampoline
- Revize
- Paperkite
- Chirello Advertising
- StepOne
- Simpleview
- Digital Hyve
- Workshop
- Break the Ice Media
- Brandmint
- Advocate
- Mannix Marketing
- Fisher Mears
- ABC Creative
- Chad Lapa

Number of Responses: Fourteen (14)

Proposals Reviewed By: Daniel Breitweg, David Owens

Evaluation Summary: The Evaluation committee reviewed all fourteen (14) proposals. They decided to hold personal interviews with the top three (3) finalists. The interview Committee consisted of David Turner, David Owens, Daniels Breitweg. The Interview Committee recommends awarding the contract to The Zimmerman Agency.

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

Evaluation Comparison
RFP 22-CDTP-011 Tourism Website

Total Points	Evaluation Criteria	Civic Plus		FuseLab		Juicebox		Lake Placid Advert Workshop		Loudler Design		Neumeric Technologies		Paul J Cowley	
		D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.
35	Evaluator Experience & Strategy	5	25	15	24	30	28	30	20	25	31	10	12	5	25
20	Technical Capabilities	10	16	15	9	15	15	15	16	20	17	20	10	5	16
20	Project Outline and Approach	18	15	5	9	20	14	10	13	5	16	18	10	18	13
5	Business & Organization	2	4	2	2	3	3	4	3	5	3	0	2	2	2
20	Cost	10	15	15	10	15	14	0	7	18	12	10	10	5	13
100	Total Points	45	75	52	54	83	74	59	59	73	79	58	44	35	69
Rating per Evaluation		60		53		78.5		59		76		51		52	

Total Points	Evaluation Criteria	RBK		Simpleview		Stephan Donnelly		Sweans		We Us Them		Weblinx		Zimmerman Agency	
		D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.	D.O.	D.B.
35	Evaluator Experience & Strategy	5	33	35	34	15	29	10	21	5	25	5	12	35	33
20	Technical Capabilities	5	15	20	17	5	14	15	8	15	14	10	10	18	18
20	Project Outline and Approach	10	13	20	16	5	14	5	13	15	14	15	3	18	15
5	Business & Organization	0	3	3	4	2	2	2	3	0	3	2	1	5	4
20	Cost	5	12	15	17	18	10	5	8	15	13	5	5	15	17
100	Total Points	25	76	93	88	45	69	37	53	50	69	37	31	91	87
Rating per Evaluation		50.5		90.5		57.0		45.0		59.5		34.0		89.0	

D.O. = David Owens
D.B. = Daniel Breitweg

RESOLUTION NO. 063

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

By Legislator Tim Stahl:

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

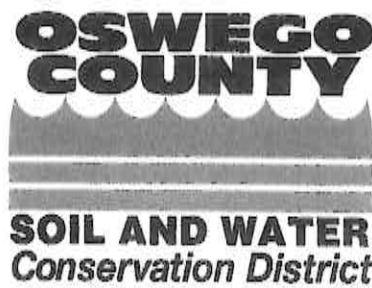
RESOLVED, that the following named person be, and hereby is, appointed as member of the Board of Directors of the Oswego County Soil and Water Conservation District for a term to expire as follows:

Linda Lockwood – Term to expire December 31, 2023
Mary Ellen Chesbro-Term to expire December 31, 2023
Jeffrey Richards – Term to expire December 31, 2025

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

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

Oswego County Soil and Water
Conservation District
3105 State Route 3
Fulton, NY 13069



Phone: 315-592-9663
Fax: 315-592-9595
Web:
www.oswegosoilandwater.com

10/3/2022

Betsy Sherman-Saunders
Clerk of the Legislature
46 E Bridge Street
Oswego, NY 13126

Dear Betsy:

The Oswego County Soil and Water Conservation District Board of Directors would like to request that Linda Lockwood, Mary Ellen Chesbro and Jeffrey Richards be reappointed to the board. This reappointment request is for a term beginning January 1, 2023. Please refer to the bios attached for further information. Feel free to contact me should any questions arise and thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Chairvolotti".

Joe Chairvolotti
District Manager

**Oswego County Soil and Water Conservation District Board of Directors
October 3, 2022**

Bio for Linda Lockwood, Legislator

Term: 1 year

Term Expires: 12/31/2023

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

Bio for Mary Ellen Chesbro, Legislator

Term: 1 year

Term Expires: 12/31/2023

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

Bio for Jeffry Richards, Grange Representative

Term: 3 years

Term Expires: 12/31/2025

Jeffrey Richards, has been living and working in the Town of Granby since 1981 on a farm with his wife of 40 years and has 3 children living in the area as well. Mr. Richards ran a dairy until 2011 and has been raising beef, pigs and hay since that time. Mr. Richards has been serving as an active member of the Oswego County Soil and Water Conservation District Board since 2002 and is currently serving as the chairman. In the past, Mr. Richards was a member of the Town of Granby Planning Board for more than 20 years, an Oswego County Farm Service Agency Board member and a member of Oswego County Cooperative Extension Agriculture Advisory Board.

RESOLUTION NO. 064

**RESOLUTION EXPRESSING SUPPORT TO THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION FOR THE DESIGNATION OF THE "LAKE
ONTARIO NATIONAL MARINE SANCTUARY," NOAA-NOS-2021-0050-072**

By Legislator Tim Stahl:

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA) Office of National Marine Sanctuaries serves as the trustee for a network of underwater parks encompassing more than 600,000 square miles of marine and Great Lakes waters from Washington state to the Florida Keys, and from Lake Huron to American Samoa, including a network of 15 National Marine Sanctuaries and two Marine National Monuments; and

WHEREAS, recognizing the significant and beneficial economic, educational, research, and recreational impact a National Marine Sanctuary designation based on historic shipwrecks would mean for local communities, in 2015 Oswego County formed a regional task force comprised of elected and appointed leaders of the counties of Oswego, Jefferson, Cayuga and Wayne, the City of Oswego and the State of New York to coordinate a nomination of the southeastern quadrant of Lake Ontario, which was accepted by NOAA in 2017 and determined in 2019 that the unique maritime historic and cultural resources of the region justified moving the nomination into the designation process; and

WHEREAS, the designation process has included two rounds of public hearings at which overwhelming support was voiced by local communities, organizations and citizens, and NOAA appointed an advisory council of representatives of the region; and

WHEREAS, NOAA has published its final rule in the Federal Register and is again seeking public comment prior to final designation; and

WHEREAS, the proposed "Lake Ontario National Marine Sanctuary" will establish international recognition for this region and dovetail with parallel efforts to designate Fort Ontario as a National Monument; and

WHEREAS, Oswego County continues to support the goals established in the nomination:

1. To preserve and protect the region's and the nation's legacy of maritime heritage resources and artifacts, both submerged and onshore, within the boundaries of the proposed National Maritime Sanctuary corridor.
2. To expand and enrich regional research and educational programs and opportunities for all levels of educational pursuit, from primary school science and history education to post graduate study in marine technology and maritime cultural heritage sciences, including NOAA's National Sea Grant College Program, ensuring

increased knowledge and the development of future leaders and experts in the many fields related to Great Lakes maritime heritage and research.

3. To build and strengthen partnerships and collaborations between federal, state, local, and international agencies for implementing best practices in maritime heritage resource management.
4. To pursue and develop strengthened partnerships and co-programming in the areas of tourism, education, and heritage preservation with regional heritage resource collections such as the Erie Canalway National Heritage Corridor, the Canadian Ontario Ministry of Tourism, Culture, and Sport, and NOAA's network of other National Marine Sanctuaries.
5. To support, strengthen, and grow the economic and tourism goals of the counties of Jefferson, Oswego, Cayuga and Wayne, along with the City of Oswego and New York State; to develop conservation and management strategies for submerged cultural resources that are concurrent with commercial and recreational uses of the waterway; and by providing additional resources to, and creating greater partnerships with, local and regional heritage tourism initiatives through building upon heritage tourism and recreational opportunities within and linked to the sanctuary.

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

RESOLVED, that the Oswego County Legislature supports the designation of the "Lake Ontario National Marine Sanctuary" and looks forward to a mutually beneficial partnership with participating communities, stakeholders, and the National Oceanic and Atmospheric Administration's National Marine Sanctuaries Program; and be it further

RESOLVED, with gratitude, the Oswego County Legislature recognizes that NOAA has heeded our request to craft a plan that maintains and enhances the economic benefits that are provided through the continued use of this area as a significant recreational fishery, and recognizes that commercial shipping is important to the economic vitality of the Great Lakes region and the nation, so that recreational fishing and boating and diving, commercial shipping, harbor activities, and riparian interests can continue unimpeded, and where possible, are enhanced; and be it further

RESOLVED, that a certified copy of this Resolution, shall be submitted to Ellen Brody of the NOAA Office of National Marine Sanctuaries, and to Federal Docket Number NOAA-NOS-2021-0050-072, as declaration of this body's support for this designation; and be it further

RESOLVED, that the Clerk of the Legislature provide a certified copy of this Resolution to Governor Kathy Hochul, Senator Charles Schumer, Senator Kirsten

Gillibrand, Congresswoman Claudia Tenney, Assembly Minority Leader Will Barclay, State Senators Mark Walczyk and John Mannion, the counties of Jefferson, Cayuga and Wayne, City of Oswego, and the New York State Association of Counties.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

LEGISLATURE

COUNTY

OSWEGO

RESOLUTION NO. 065

**RESOLUTION TO ACCEPT YEAR 10 ARTICLE 6 STATE AID INCENTIVE
AWARD FUNDS**

By Legislator James Karasck:

WHEREAS, the Oswego County Health Department has been awarded \$22,208 for participating in the 2022 Performance Incentive Initiative; and

WHEREAS, Year 10 of the program focused on collecting the experiences of LHDs with the COVID-19 pandemic response and may only be used on eligible Article 6 expenditures in the 2023 calendar year; and

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

RESOLVED, that the Health Committee recommend that the Finance and Personnel Committee approve the attached budget modification and send it to the full Legislature for final approval.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification	Res. 065 of 2023
A4035 434010	(\$2,400.00)
A4035 434010	(\$15,000.00)
A4037 434010	(\$2,008.00)
A4090 434010	(\$2,800.00)
A4010 21000	\$2,000.00
A4010 542500	\$400.00
A4035 543800	\$12,000.00
A4035 545500	\$3,000.00
A4037 545500	\$2,008.00
A4090 544100	\$1,500.00
A4090 544500	\$1,300.00

**INFORMATIONAL MEMORANDUM**

Subject: Budget modification to accept the Year 10 Article 6 State Aid Incentive Award.

Summary: The Oswego County Health Department has been awarded \$22,208 for participating in the 2022 Performance Incentive Initiative. Year 10 of the program focused on collecting the experiences of LIIDs with the COVID-19 pandemic response. This award may only be used on eligible Article 6 expenditures in the 2023 calendar year.

The award will be used to support the Preventive, Environmental, and Health Education and Planning Programs in performing Article 6 eligible tasks.

Recommended

Action: The Health Committee recommend that the Finance and Personnel Committee approve the attached budget modification and send it to the full Legislature for final approval.

From _____ **To** _____

COMMITTEE SIGNATURES	DATE
<i>[Signature]</i>	3-2-23
<i>[Signature]</i>	3-2-23
<i>[Signature]</i>	3/2/23
<i>[Signature]</i>	3/2/23
<i>[Signature]</i>	03/02/23
<i>[Signature]</i>	3/2/23

DATE _____

RESOLUTION NO. 066

**RESOLUTION TO REQUEST TWO (2) PUBLIC HEALTH ASSISTANTS FOR THE
PUBLIC HEALTH FELLOWS PROGRAM**

By Legislator James Karasek:

WHEREAS, to create two Temporary Public Health Education Assistant Fellowship positions in the Public Health Education and Emergency Planning division funded by the NYS Public Health Corps grant; and

WHEREAS, these additional positions are needed to assist Public Health Preparedness Coordinators with the planning and logistics of Emergency Preparedness and Public Health Education projects and programs; and

WHEREAS, Public Health Education Assistants will also help with scheduling and logistics of the growing slate of evidence-based classes being offered to address chronic disease self-management, diabetes self-management, fall prevention, and suicide prevention; and

WHEREAS, these positions will be budget neutral, funded 100% by the NYS Public Health Corps grant. The NYS Public Health Corps grant was accepted in 2022 and the funds are available through 2024; and

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

RESOLVED, that the Health Committee approve and recommend the creation of 2 Temporary Public Health Education Assistant positions and the corresponding budget modification.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

Authorized Budget Modification

Res. 066 of 2023

A4037 444890 NYSPH
A4037 511000
A4037 590300

(\$72,454.00)
\$67,305.00
\$5,149.00



INFORMATIONAL MEMORANDUM

Subject: Request the creation of 2 positions for the purpose of strengthening the Health Department health care delivery system.

Purpose: Create two Temporary Public Health Education Assistant Fellowship positions in the Public Health Education and Emergency Planning division.

Summary: Request to add two Temporary Public Health Education Assistant Fellowship positions, funded by the NYS Public Health Corps grant. These additional positions are needed to assist Public Health Preparedness Coordinators with the planning and logistics of Emergency Preparedness and Public Health Education projects and programs. This may include preparing and gathering necessary equipment and materials for clinics, public health emergency preparedness (PHEP) drills and exercises. In addition, incumbents will help review and update PHEP plans, and maintain inventory on grant purchased materials and equipment.

Public Health Education Assistants will also help with scheduling and logistics of the growing slate of evidence-based classes being offered to address chronic disease self-management, diabetes self-management, fall prevention, and suicide prevention. Those filling these roles will aid the Public Health Educators in conducting outreach activities and promotion of education programs in schools and the community.

Public Health Education Assistant positions allow for those interested in public health to gain entry level experience needed to advance within the health department and aid in recruitment and retention of staff, along with succession planning.

These positions will be budget neutral, funded 100% by the NYS Public Health Corps grant. The NYS Public Health Corps grant was accepted in 2022 and the funds are available through 2024.

Recommended

Action: The Health Committee to approve and recommend the creation of 2 Temporary Public Health Education Assistant positions and the corresponding budget modification.

DEPARTMENT: Health

DIVISION/UNIT (NUMBER): A4037

A. NEW POSITION REQUEST

1. Position Title Requested: (2) Public Health Education Assistant- Temporary

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

3. a. Bargaining Unit – Hourly Rate from Grade plan: 19.23 Grade: 7

b. Management or OCPA – Salary Requested: Grade:

4. Percent of Federal and or State Reimbursement: 100% Fringe Reimbursed: ☒ Yes ☐ No

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

This additional title is a temporary Public Health Corps Fellowship position to assist with planning and logistics of Emergency Preparedness and Public Health Education projects and programs. This may include preparing and gathering necessary equipment and materials for clinics, Public Health Emergency Preparedness (PHEP) drills and exercises, and updating plans and inventory. In addition, incumbent will help with logistics of setting up and implementing evidence-based classes, tabling at events, social media and marketing campaigns, and outreach activities.

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:

NEW POSITION DUTIES STATEMENT

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

1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE
Health

DIVISION, UNIT, OR WORK SECTION

A4037

LOCATION OF POSITION

70 Bunner Street

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

Title requested: *Public Health Education Assistant*

PERCENT OF WORK TIME	
50	<i>Assist Public Health Educators with the planning, logistics and implementation of public health programs and public health emergency preparedness deliverables</i>
20	<i>Assists with the preparation of pamphlets, posters, social media posts, multimedia presentations, and newsletter</i>
10	<i>Participates in meetings/activities among department staff and community partners</i>
10	<i>Provides program representation and participation in community events</i>
5	<i>Collects and compiles data to assist in preparing reports and updating of PHEP policies and procedures</i>
5	<i>Assist with maintaining inventory of Public Health Emergency Preparedness supplies and equipment for the County</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
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Diane Oldenburg	Associate Public Health Educator	General
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Sonia Robinson	Senior Public Health Educator	Direct
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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
------	-------	----------------------

Josh Payne	PHE Assistant	Health 70 Bunner Street
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6. What minimum qualifications do you think should be required for this position?

Education: ☐ High School _____ years

☒ College 2 years, with specialization in health/health education/public relations

☐ Other _____ years, with specialization in _____

Experience (list amount and type): Bachelor's degree; OR associate's degree and two years of experience either in public relations or journalism or supporting health education programs. Participation in Public Health emergency preparedness drills and responses may be required.

Essential knowledge, skills and abilities: *WORKING KNOWLEDGE OF:* community resources and programs; trends in public health issues; public speaking techniques; research methods and techniques. *ABILITY TO:* deal effectively with others; communicate effectively, both orally and in writing; prepare health education materials such as pamphlets, posters, social media posts; organize and maintain records and files.

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:

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:
Retention & Recruitment Incentive (511000)			JUSTIFICATION:
Overtime (512000)			
Shift Differential (514100)			
Vacation Buy Back (514200)			
Additional Hours (514300)			
Holiday Premium (514400)			
Call Time (514500)			
207-C Wages (514600)			

From

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.		
A4037	444890	NYSPPH				Admin: Fed Aid NYSPH Grant	(72,454)
			A4037	511000		Health Ed: Salaries	67,305
			A4037	590308		Health Ed: Social Security	5,149
						Add 2 Temporary Public Health Assistant positions, funded under	
						NYSPHC grant.	
						Revenue will be moved from A4010-444890-NYSPHC grant rollover	
						TOTAL AMOUNT	-

COMMITTEE SIGNATURES _____ DATE _____

DATE _____

3-2-25

J-2-23

3/2/23

3/2/23

02/02/2023

3

COUNTY TREASURER

DATE _____

HUMAN RESOURCES DIRECTOR

DATE _____

DATE 3223

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 067

RESOLUTION TO RECLASSIFY SENIOR ACCOUNT CLERK TO A TYPIST

By Legislator James Karasek:

WHEREAS, to reclassify a Senior Account Clerk position in the Environmental division to a Typist; and

WHEREAS, the level of work performed by this position is more suitable for a Typist rather than a Senior Account Clerk; and

WHEREAS, with the retirement of a long-term employee, a redistribution of duties was necessary. With duties changing, the remaining tasks needing coverage are that of a Typist, not a Senior Account Clerk; and

WHEREAS, this would not result in any increase to the total Environmental Salaries and Wages line, therefore, no budget modification necessary. This position would remain eligible for Article 6 reimbursement; and

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

RESOLVED, that the Health Committee approve and recommend the reclassification of position #409020301 from Account Clerk to Typist.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

**INFORMATIONAL MEMORANDUM**

Subject: Request for reclassification of one position.

Purpose: To reclassify a Senior Account Clerk position in the Environmental division to a Typist.

Summary: The level of work performed by this position is more suitable for a Typist rather than a Senior Account Clerk. With the retirement of a long-term employee, a redistribution of duties was necessary. With duties changing, the remaining tasks needing coverage are that of a Typist, not a Senior Account Clerk.

This would not result in any increase to the total Environmental Salaries and Wages line, therefore, no budget modification necessary. This position would remain eligible for Article 6 reimbursement.

Recommended Action: The Health Committee approve and recommend the reclassification of position #409020301 from Account Clerk to Typist.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: **Environmental**

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

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: **Senior Account Clerk** 2. Position #: **409020301**

3. Present Salary/Hourly Rate: **28.58** Grade: **6**

4. Requested Title: **Typist**

5. Requested Salary: **29,174**

a. Bargaining Unit: **CSEA** Hourly Rate: **16.03** Grade: **3**

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

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

7. Justification of Need (use additional sheets as necessary): *With the retirement of a long-term employee, a redistribution of job duties was necessary. With the redistribution, a typist is able to perform the duties necessary for this position, and a Senior Account Clerk is no longer needed. These duties include taking complaint calls, assisting with foodborne illness investigation reports, FOIL requests, permit paperwork, rabies reports, filing, water sample paperwork, and fielding telephone calls to sanitarians.*

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**
Oswego County Health Department

DIVISION, UNIT, OR WORK SECTION
Environmental

LOCATION OF POSITION

70 Bunner Street Oswego, NY 13126

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: *Typist*

**PERCENT OF
WORK TIME**

50%	<i>Complaints: This position will take and record complaint telephone calls regarding regulated facilities, as well as private residences septic and garbage. Complaint forms will be filled out and passed along to the appropriate staff member. This will also encompass assisting the Environmental Health Epidemiologist with foodborne illness investigations. Complaints for regulated facilities will also be entered into eHIPS once completed.</i>
15%	<i>FOIL Requests: Any FOIL requests that come through our department will be handled by this position.</i>
15%	<i>Filing: Filing of all paperwork, but especially things related to complaints and FOIL requests. Complaints may be open for extended periods of time based on complexity and the amount of paperwork that needs to be organized and filed can be extensive.</i>
10%	<i>Water Sample Paperwork: Chain of custodies & logs filled out for all bacteriological, EWT and miscellaneous samples taken. This position will assist in keeping track of paperwork, making sure sanitarians sign appropriately, and get to the lab in a timely manner.</i>
5%	<i>Rabies Reports: Assist with logging rabies reports, mailing letters after paperwork is complete, and fielding calls to rabies response staff.</i>
5%	<i>Filing/Fielding Calls: Filing miscellaneous paperwork and relaying calls to appropriate staff as they come in.</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
Melissa Walker	Principal Clerk	Direct
Katelyn Parkhurst	Director of Environmental Health	General

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
Marc Greco	Typist	Environmental

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): *1 year clerical experience involving typing or data entry*

Essential knowledge, skills and abilities: *Knowledge of office terminology, practices and procedures, ability to use microcomputer software, deal effectively with the public, organize and maintain files, proficient typing speed/ability*

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 1/24/23

Title: Director of Environmental
Health

Signature: Katelyn Parkhurst

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:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

RESOLUTION NO. 068

**RESOLUTION TO RECLASSIFY ASSOCIATE PUBLIC HEALTH SANITARIAN
TO A PUBLIC HEALTH SANITARIAN**

By Legislator James Karasek:

WHEREAS, to reclassify an Associate Sanitarian position in the Environmental division to a Public Health Sanitarian; and

WHEREAS, the level of work performed by this position is more suitable for a Public Health Sanitarian rather than an Associate Public Health Sanitarian; and

WHEREAS, this position does not require supervisory roles, therefore fitting the Public Health Sanitarian position better; and

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

RESOLVED, that the Health Committee approve and recommend the reclassification of position #409021102 from Associate Sanitarian to Public Health Sanitarian.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

**INFORMATIONAL MEMORANDUM**

Subject: Request for reclassification of one position.

Purpose: To reclassify an Associate Sanitarian position in the Environmental division to a Public Health Sanitarian.

Summary: The level of work performed by this position is more suitable for a Public Health Sanitarian rather than an Associate Public Health Sanitarian. This position has been filled by a Public Health Sanitarian for over three years and there have been no issues in meeting necessary tasks. This position does not require supervisory roles, therefore fitting the Public Health Sanitarian position better.

This would not result in any increase to the total Environmental Salaries and Wages line, therefore, no budget modification necessary. This position would remain eligible for Article 6 reimbursement.

Recommended Action: The Health Committee approve and recommend the reclassification of position #409021102 from Associate Sanitarian to Public Health Sanitarian.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: **Environmental**

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

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: **Associate Sanitarian** 2. Position #: **409021102**

3. Present Salary/Hourly Rate: **31.40** Grade: **14**

4. Requested Title: **Public Health Sanitarian**

5. Requested Salary: **42,115**

a. Bargaining Unit: **CSEA** Hourly Rate: **23.14** Grade: **10**

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

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

7. Justification of Need (use additional sheets as necessary): *This position has been filled as a Public Health Sanitarian for over 3 years. The tasks assigned for this position are better suited for a Public Health Sanitarian rather than an Associate Sanitarian. This position does not require supervisory roles that an Associate would be responsible for. Duties include inspecting regulated facilities, (food service, water systems, campgrounds, temporary residences, etc.) writing reports, data entry, rabies response, and public communication.*

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**
 Oswego County Health Department

DIVISION, UNIT, OR WORK SECTION
 Environmental

LOCATION OF POSITION

70 Bunner Street Oswego, NY 13126

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

Title requested: *Public Health Sanitarian*

**PERCENT OF
WORK TIME**

60% *Inspections: Perform inspections of regulated facilities according to the New York State Sanitary Code. This would include food service, water systems, campgrounds, temporary residences, etc.*

20% *Reports/Data Entry: Writing reports in correlation to inspections performed and entering data associated with it in appropriate systems.*

10% *Rabies Response: Part of a rotating on-call schedule to respond to after-hours rabies calls.*

10% *Public Communication: Answer telephone calls, emails and send letters to facility owners/operators, members of the public with questions regarding regulated facilities, etc.*

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Katelyn Parkhurst	Director of Environmental Health	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
Carly Myers	Public Health Sanitarian	Environmental
Emily Oldenburg	Public Health Sanitarian	Environmental
Chris Wright	Public Health Sanitarian	Environmental

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

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

Experience (list amount and type): *N/A*

Essential knowledge, skills and abilities: *Knowledge of environmental health principles, practices, sanitation laws and regulations. Basic knowledge of computer programs routinely used, including all Microsoft programs.*

Ability to develop and maintain good public relations, prepare reports, and communicate effectively.

Type of license or certificate required: Valid New York State driver's license

7. The above statements are accurate and complete.

Date: 1/25/23

Title: Director of Environmental
Health

Signature: Katelyn Parkhurst

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

7/23/19

(page 4 of 4)

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:
Retention & Recruitment Incentive (511000)				
Overtime (512000)				
Shift Differential (514100)				
Vacation Buy Back (514200)				
Additional Hours (514300)				
Holiday Premium (514400)				
Call Time (514500)				
207-C Wages (514600)				

RESOLUTION NO. 069

RESOLUTION ISSUING A CREDIT TO THE OSWEGO COUNTY LAND BANK CORPORATION FOR TIPPING FEES

By Legislator Stephen Walpole:

WHEREAS, the Oswego County Land Bank Corporation is both a public authority and a charitable not-for-profit corporation that was created to lessen the burden of the County of Oswego as a foreclosing governmental unit; and

WHEREAS, to date, the Oswego County Land Bank has demonstrated a proven track record of making positive change throughout the county; and

WHEREAS, the Oswego County Land Bank (OCLB) unique status has allowed it to undertake demolitions of blighted properties within the county that local municipalities could not undertake or chose not to undertake as they were not feasible; and

WHEREAS, this body had previously granted a \$100,000 tipping fee credit per year for a three-year time period which was well utilized by OCLB for that time period, and it is in the public interest to assist the land bank in continuing its work to improve communities throughout the county; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Oswego County Land Bank Corporation be and is hereby granted up to a \$100,000 tipping fee credit on account annually for three calendar years at Oswego County Division of Solid Waste facilities; said credit to be calculated using the fee schedule for the respective calendar year.

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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

2022 Oswego County Land Bank Land Fill Credit Usage				
Quarter	Month	Location	Waste Type	\$ Amount
	1 Jan	Fulton	ACM	\$ 6,918.00
	1 Feb	Fulton, Cleveland, Williamsto	C&D, ACM	\$ 2,327.75
	1 March	Fulton, Schroepfel, Oswego,	C&D	\$ 2,190.00
		Total Q1		\$ 11,435.75
	2 April	Fulton	ACM	\$ 4,645.00
	2 May	Oswego	ACM	\$ 9,218.25
	2 June	Schroepfel, Cleveland	C&D	\$444.75
		Total Q2		\$ 14,308.00
	3 July	Oswego, Granby	C&D	\$469.50
	3 Aug			\$0.00
	3 Sept	Phoenix, Granby, Minetto	C&D, Clean Out Waste	\$827.50
		Total Q3		\$1,297.00
	4 Oct	Minetto, Oswego, Granby	Clean out waste, C&D	\$957.75
	4 Nov	Oswego, Granby, Minetto	Clean out waste, C&D	\$1,227.00
	4 Dec	Hannibal, Oswego, Granby, Minetto	C&D, Clean out waste	\$7,098.75
		Total Q4		\$9,283.50
		Total 2022		\$36,324.25

RESOLUTION NO. 070

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
BUILDINGS AND GROUNDS**

By Legislator Stephen Walpole:

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

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

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A1325 526800
A1620 544100**

Res. 070 of 2023

**(\$1,405.00)
\$1,405.00**



Richard Doten
Superintendent

COUNTY OF OSWEGO
BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street
Oswego, New York 13126

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

INFORMATIONAL MEMORANDUM

SUBJECT: Budget modification to transfer \$ 1,405.00 from account A1325.426800 – Insurance Recovery Fund to A1620.544100 – Automotive Repair.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, Finance and Personnel Committee and the Oswego County Legislature approve the budget modification to transfer these funds.

SUMMARY: The amount of the check was for an insurance payment for damages to Buildings and Grounds van that was in an accident on 01/17/2023

RECOMMENDED: I respectfully request transferring of \$ 1,405.00 from Insurance Recovery Fund A1325.526800 to Automotive Repair A1620.541100

ACTION: To transfer \$ 1,405.00 from A1325.526800 to A1620.544100.

COUNTY OF OSWEGO

COMMITTEE SIGNATURES	DATE
Stephen White	2-28-23
Paul Hane	2-28-23
Michael G. Gordon	02/28/23
Lynda L. Lockwood	2/28/23
R. Williams	2/28/23
Mary Schell	2/28/23

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

RESOLUTION NO. 071

**RESOLUTION ESTABLISHING CAPITAL PROJECT No. 0423 AND AUTHORIZING
EXPENDITURE FROM HIGHWAY APPROPRIATED FUND BALANCE**

By Legislator Stephen Walpole:

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

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$1,750,000 from the Highway Appropriated Fund Balance into Capital Project No. 0423 – Highway Equipment 2023 and that the following project is hereby authorized for the maximum expenditure as indicated.

Highway Equipment

Total Authorization

CP# 0423

Highway Equipment – 2023

\$1,750,000

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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

Authorized Budget Modification

Res. 071 of 2023

H450310 0423

(\$1,750,000.00)

H529000 0423

(\$1,750,000.00)



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

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

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish Capital Project # 0423 - Highway Equipment 2023

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

SUMMARY: Attached is the list of equipment the Highway Department needs to purchase. The Highway Department is seeking a total transfer of \$1,750,000 from the Unappropriated Fund Balance to Capital Project #0423.

The cost of the equipment will be eligible for 100% reimbursement through the CHIPS program.

**RECOMMENDED
ACTION:**

The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the \$1,750,000 for the purchase of equipment.

Date

Shawn Walker

COUNTY OF OSWEGO

[illegible]

COMMITTEE SIGNATURES _____ DATE _____

DATE _____

2-28-23

Paul Han 2.28.23

Michael G. Jordan 03/28/23

~~Lynda A. Lockwood 2/28/22~~

H. Wilcox 2/25/25

Marie Scholt 2/28/35

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 072

**RESOLUTION AUTHORIZING CLOSING CP#72 DMV/RECORDS RENOVATION
AND ESTABLISHING CP#C0323 COUNTY FLOORING 2023**

By Legislator Stephen Walpole:

WHEREAS this body previously established the following Capital Project which is complete and has a balance totaling \$17,508.84: CP#72 DMV and Records Center Renovation

NOW, 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 appropriate and close Capital Project No. 72 and transfer remaining balance totaling \$17,508.84 to Capital Project No. C0323 – County Flooring 2023 as shown on the attached budget modification request, and be it further

RESOLVED, that Capital Project No. C0323 – County Flooring 2023 be established with a maximum authorization of \$17,508.84 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.

Capital Project # C0323

Total Authorization

County Flooring 2023

\$ 17,508.84

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:

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

Authorized Budget Modification

Res. 072 of 2023

H529000 72

(\$17,508.84)

H529000 C0323

\$17,508.84



Richard Doten
Superintendent

COUNTY OF OSWEGO
BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street
Oswego, New York 13126

Phone: (315) 349-8233

Fax: (315) 342-2481

INFORMATIONAL MEMORANDUM

SUBJECT: To close and transfer funds from Capital Project # 72 – DMV/Record Center Renovations and to establish Capital Project # C0323 – County Flooring Project 2023.

PURPOSE: To establish Capital Project # C0323 - County Flooring Project 2023 using funds transferred from Capital Project #72 DMV/Records Center Renovations.

SUMMARY: By establishing Capital Project # C0323 - County Flooring with remaining funds from Capital Project # 72, the Buildings and Grounds department can continue to replace old flooring within the County buildings as they become worn and become a tripping hazard.

RECOMMENDED: I respectfully request closing CP#72 DMV/Records Center Renovation and transferring remaining the remaining fund in the amount of \$17,508.84 to Capital Project # C0323 County Flooring 2023

ACTION: Transfer \$ 17,508.84 from Capital Project # 72 DMV/Records Center Renovations to Capital Project # C0323 - Flooring

COUNTY OF OSWEGO

BUDGET MODIFICATION REQUEST

[illegible]

COMMITTEE SIGNATURES DATE

DATE _____

2-28-23

2-28-23

Paul Han

Paul Han

Michael G. Gordon 03/28/23

Michael G. Gordon 03/28/23

Lynda L. Lockwood 2-10-75

Lynda L. Lockwood 2-10-75

2/28/33

2/28/33

Muni. 608 H 2/20/23

Muni 608 H 2/20/23

5/2/07/6 2000/10/11

5/2/07/6 2000/10/11

COUNTY TREASURER

DATE _____

PERSONNEL DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 073

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF THREE POSITIONS
BUILDINGS AND GROUNDS DEPARTMENT**

By Legislator Stephen Walpole:

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

RESOLVED, that position numbers 162005111, 162005113 and 162005116 (part time cleaners) are hereby reclassified as full-time cleaners.

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 065 of 2023

A1620 511000
A1620 590308
A159900

\$29,554.00
\$2,261.00
(\$31,815.00)



Richard Doten
Superintendent

COUNTY OF OSWEGO
BUILDINGS AND GROUNDS DEPARTMENT

111 East Eleventh Street
Oswego, New York 13126

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

INFORMATIONAL MEMORANDUM

SUBJECT: To reclassifying three part time cleaners to full time status.

PURPOSE: In reviewing the cleaning division of the Buildings and Grounds department, I feel there are some areas that could be improved by returning part time cleaning positions to full time especially at the Public Safety Center which is a 24/7 facility.

We currently have 11 full time cleaners and 15 part time cleaners for all of the county facilities that the Buildings and Grounds department is responsible for cleaning. We are having a difficult time finding and retaining people by only being able to offer 15 – 20 hours per week as a part-time employee.

SUMMARY: I would like to reclassify the following positions to full time:
Position # 162005111 (part time cleaner)
Position # 162005113 (part time cleaner)
Position # 162005116 (part time cleaner)

ACTION: To reclass the above part time cleaning positions to full-time.

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**
 Buildings and Grounds

DIVISION, UNIT, OR WORK SECTION
 A1620

LOCATION OF POSITION
 Public Safety Center

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: *Cleaner- full time*

**PERCENT OF
 WORK TIME**

75% *Cleaning and disinfecting offices, restrooms and breakroom*

25% *Moping floors*

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
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Richard Doten	Superintendent	Administrative
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Terri Bernys	Administrative Assistant	Direct
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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
------	-------	----------------------

Angelina Mekeel	Cleaner	Public Safety Center
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Tanya Wheeler	Cleaner	Health Complex
---------------	---------	----------------

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

Education: ☒ High School _____ years

☐ College _____ years, with specialization in _____

☐ Other _____ years, with specialization in _____

Experience (list amount and type):

Essential knowledge, skills and abilities:

Type of license or certificate required:

7. The above statements are accurate and complete.

Date:

Title: Superintendent

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:

DEPARTMENT: Buildings and Grounds

DIVISION/UNIT (NUMBER): A1620

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: Cleaner - part time 2. Position #: 162005113

3. Present Salary/Hourly Rate: 16.01 Grade: 2

4. Requested Title: Cleaner - full time

5. Requested Salary: _____

a. Bargaining Unit: CSEA Hourly Rate: 16.01 Grade: 2

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

6. Percent of Federal and/or State Reimbursement: 15% Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *This position is assigned to clean the Sheriff Department, which is a 24/7 department. This position was once full time and was reclassified to part-time. As a part time position, some areas are not cleaned and sanitized on a regular basis.*

This position is reimbursed 15% by the NYS Unified Court system.

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**
 Buildings and Grounds

DIVISION, UNIT, OR WORK SECTION
 A1620

LOCATION OF POSITION
 Public Safety Center

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: *Cleaner- full time*

**PERCENT OF
 WORK TIME**

75% *Cleaning and disinfecting offices, restrooms and breakroom*

25% *Mopping floors*

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Richard Doten	Superintendent	Administrative
Terri Bernys	Administrative Assistant	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
Rhonda Bivens	Cleaner	Public Safety Center
Brenda Mekeel	Cleaner	Public Safety Center

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

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

Experience (list amount and type):

Essential knowledge, skills and abilities:

Type of license or certificate required:

7. The above statements are accurate and complete.

Date:

Title: Superintendent

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:

DEPARTMENT: Buildings and Grounds

DIVISION/UNIT (NUMBER): A1620

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: Cleaner - part time 2. Position #: 162005111

3. Present Salary/Hourly Rate: 15.45 Grade: 2

4. Requested Title: Cleaner - full time

5. Requested Salary: _____

a. Bargaining Unit: CSEA Hourly Rate: 15.45 Grade: 2

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

6. Percent of Federal and/or State Reimbursement: _____ Fringe Reimbursed: ☐ Yes ☐ No7. Justification of Need (use additional sheets as necessary): *This position will be assigned to the clean the Energy Recovery Facility which is a 24/7 building.*

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**
Buildings and Grounds

DIVISION, UNIT, OR WORK SECTION

A1620

LOCATION OF POSITION

Energy Recovery Facility

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: *Cleaner- full time*

**PERCENT OF
WORK TIME**

75% *Cleaning and disinfecting offices, restrooms and breakroom*

15% *Mopping floors*

10% *Ordering supplies and accepting deliveries from vendors.*

(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Richard Doten	Superintendent	Administrative
Terri Bernys	Administrative Assistant	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
Louise Cornelius	Cleaner	Legislative Building
Tanya Wheeler	Cleaner	Health Complex

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

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

Experience (list amount and type):

Essential knowledge, skills and abilities:

Type of license or certificate required:

7. The above statements are accurate and complete.

Date:

Title: Superintendent

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:

COUNTY OF OSWEGO

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
DEPT.	OBJECT	SUB.	DEPT.	OBJECT	SUB.		
A1620	511000					Salaries & Wages	29,554
A1620	590308					Social Security	2,261
			A	159900		Appropriated Fund Balance	(31,815)
			</				

COMMITTEE SIGNATURES

DATE _____

John W. Sel	3/2/23
J. Thomas Truett	3/2/23
W. A. Lockwood	3/2/23
Paul E. Allen	3/2/23
A. W.	3/2/23

COUNTY TREASURER

DATE _____

HUMAN RESOURCES DIRECTOR

DATE _____

COUNTY ADMINISTRATOR

DATE _____

DEPARTMENT HEAD

DATE _____

RESOLUTION NO. 074

**RESOLUTION AUTHORIZING CAPITAL PROJECT CLOSURES AND TRANSFER
OF PROJECT BALANCES**

By Legislator Laurie Mangano:

WHEREAS this body has heretofore established the following Capital Projects which are complete and have balances totaling \$389,896.48.

CP 85 Airport Terminal Construction - \$42,712.42
CP 105 Airport 10 Bay T Hangar Construction - \$37,845.79
CP 0621 Master Control System Correctional Facility - \$1,179.00
CP B0222 Wiltsieville Road Bridge over Nine Mile Creek - \$91,600.12
CP B0322 Parker Road Bridge over Scriba Creek - \$190,736.97
CP C0120 Floor Covering Replacements 2020 - \$561.95
CP C0221 Fulton E-911 HVAC Split Unit - \$21,516.00
CP E0220 Sheriff Vehicles 2020 - \$0
CP T0121 E-911 Phone System Upgrade - \$3,744.23
CP T0422 Central Services Backup Storage - \$0

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

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Projects No. 0621 and No. 85 and transfer remaining balances totaling \$43,891.42 to Unappropriated Fund Balance - General as shown on the attached budget modification request, and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Projects No. C0120 and No. C0221 and transfer remaining balance totaling \$22,077.95 to Capital Reserve No. 21 Buildings Renovations as shown on the attached budget modification request, and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. T0121 and transfer remaining balance totaling \$3,744.23 to Capital Reserve No. 145 - Technology as shown on the attached budget modification request, and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. B0222 and B0322 and transfer remaining balance totaling \$282,337.09 to Capital Reserve No. 16 Bridges as shown on the attached budget modification request, and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Projects No. 105 and transfer remaining balance totaling \$37,845.79 to Unappropriated Fund Balance - Highway as shown on the attached budget modification request, and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Projects No. E0220 and T0422 with remaining balances of \$-0, and be it further

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

ADOPTED BY CONSENT VOTE ON MARCH 9, 2023:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 074 of 2023

H599014 0621	\$1,179.00
H599014 85	\$42,712.42
A159900	(\$43,891.42)
H599014 C0120	\$561.95
H599014 C0221	\$21,516.00
A450310 21	(\$22,077.95)
H599014 T0121	\$3,744.23
A450310 145	(\$3,744.23)
H599014 105	\$37,845.79
D159900	(\$37,845.79)
H599014 B0222	\$91,600.12
H599014 B0322	\$190,736.97
A450310 16	(\$282,337.09)

[illegible]

TOTAL AMOUNT .

Start of
Munson Road
3/2/23
3/2/23

Woodstock 3/3/23
Paul Elkin 3/2/23

7/2/23

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

RESOLUTION NO. 075

RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT
AGREEMENT IN CONNECTION WITH THE MATTER OF
COUNTY OF OSWEGO VS. PURDUE PHARMA ET AL.
(CVS, Walgreens and Walmart)

By Legislator Dave Holst:

WHEREAS, the matter of County of Oswego v. Purdue Pharma L.P., et al., was commenced under Oswego County Index Number ECF 2018-0022 and was transferred to Supreme Court Suffolk County under Index No.: 400001/2017 in the Supreme Court, Suffolk County, regarding the opioid addiction crisis, in which the County of Oswego is a named plaintiff in the action (the "Action") which includes any related/merged/consolidated actions such as County of Nassau, New York vs. Purdue Pharma, L.P. et al. (Index No.: 400008/2017) and The People of the State of New York vs. Purdue Pharma, L.P. et al. (Index No.: 400016/ 2018); and

WHEREAS, the Action was brought by the county against several defendants, including manufacturers of opioids, distributors of opioids and chain pharmacies due to the public health crisis in Oswego County; and

WHEREAS, the County Legislature heretofore retained the firm of Simmons Hanly Conroy, a national law firm, to represent the county's interests in the opioid litigation; and

WHEREAS, the Action alleges several causes of action against defendants CVS, Walgreens and Walmart, and other defendants and the county has been advised by the National Opioids Settlements Implementation Administrator of settlements with these three entities; and

WHEREAS, it is in the best interest of the County of Oswego to resolve this matter with respect to CVS, Walgreens and Walmart and to enter into the proposed annexed Agreements and as it avoids the uncertainty of protracted litigation,

NOW, THEREFORE, upon recommendation of Simmons Hanly Conroy and the County Attorney, it is hereby

RESOLVED, that this body finds and determines that participating in the annexed settlements with CVS, Walgreens and Walmart in the above-referenced litigation is in the best interests of the County of Oswego and its residents; and, it is further

RESOLVED that execution and delivery on behalf of, and, in the name of, the County of Oswego, by the County Attorney of the following documents:

- Participation Forms for the CVS, Walgreens and Walmart Settlements including a release of any claims; and
- Sharing Agreements for the CVS, Walgreens and Walmart Settlements

annexed hereto be, and is hereby, authorized and directed; and, it is further

RESOLVED, that the County Attorney and/or the Chair of the Legislature, or his designee, be and are hereby authorized, subject to County Attorney approval, and directed to execute such other and further forms, releases or documents as may be necessary and appropriate to effectuate the settlements with CVS, Walgreens and Walmart and to receive funds in connection with same.

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

YES: 21 NO: 0 ABSENT: 4 ABSTAIN: 0

CVS NEW YORK PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from CVS (as defined below) under the CVS Nationwide Opioids Settlement Agreement (defined below), which constitutes a “Statewide Opioids Settlement Agreement” as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by CVS;

Whereas, the State of New York are engaged in an investigation of CVS and certain New York Subdivisions are engaged in litigation, seeking to hold CVS accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of CVS throughout the State of New York;

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement, the New York Janssen Statewide Opioid Settlement Agreement, and the New York Allergan Statewide Opioid Settlement Agreement, and the New York Statewide Teva Opioids Settlement Agreement, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the CVS Nationwide Opioids Settlement Agreement (as defined below).

I. DEFINITIONS

- A. “Approved Uses” means any opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule C.
- B. “Lead State Agency” means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the CVS Nationwide Opioid Settlement Fund.
- C. The “Advisory Board” means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.
- D. “Direct Share Subdivision” means every county of the State of New York other than the County of Nassau, the County of Suffolk, and the City of New York.

- E. “Large New York Cities” means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.
- F. “New York Allergan Statewide Opioid Settlement Agreement” means the Allergan New York Settlement Agreement, executed on December 8, 2021.
- G. “New York Distributor Statewide Opioid Settlement Agreement” means the Distributors New York Settlement Agreement, executed on July 20, 2021.
- H. “New York Janssen Statewide Opioid Settlement Agreement” means the Janssen New York Settlement Agreement, executed on June 25, 2021.
- I. “New York Teva Statewide Opioid Settlement Agreement” means the Teva New York Settlement Agreement, executed on November 3, 2022.
- J. “New York Subdivisions” means each county, city, town, village or special district in New York.
- K. “Opioid Settlement Funds” shall mean monetary amounts obtained through the CVS Nationwide Opioid Settlement Agreement as defined in this Agreement.
- L. “CVS” shall mean CVS Health Corporation, CVS Pharmacy, Inc. and all of their past and present direct and indirect parents and subsidiaries.
- M. “Parties” means the State of New York and the New York Subdivisions who execute this agreement.
- N. “CVS Nationwide Opioids Settlement Agreement” shall mean this settlement agreement jointly entered into by the Settling States, including New York, with CVS, dated as of December 9, 2022.
- O. “Opioid Settlement Fund” means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

- A. **Scope of Agreement.** This Agreement applies to New York State’s share of the Remediation Payment and Additional Remediation Payment from the CVS Nationwide Opioids Settlement Agreement.
- B. **Allocation and Distribution of Funds for Restitution and Abatement.** With the exception of New York’s share of the Additional Remediation Amount,¹ paid during the first five years of

¹ New York’s share of the Additional Remediation Amount is \$1,936,235. See Exhibit M-3, page M-6 and Exhibit N, page

the CVS Nationwide Opioids Settlement Agreement, 100% of which shall be distributed to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses, all Opioid Settlement Funds paid to New York from the CVS Nationwide Opioids Settlement Agreement shall be allocated and distributed as follows, with all percentages calculated using a denominator that is the sum of: (i) New York's share of the Remediation Payment, and (ii) a \$7,000,000 settlement credit for the Counties of Nassau and Suffolk.

1. **16.81%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.
2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds and the amount committed to the other litigating municipalities listed in Schedule C shall not be less than 0.26%.
3. **20%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.
4. **5.4%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".
5. **5.4%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").
6. **0.69%** to the Large New York Cities for spending on Approved Uses ("Large New York Cities Restricted Funds").
7. **20%** to the City of New York for spending on Approved Uses.
8. **6.68%** to the County of Nassau for spending on Approved Uses, inclusive of the \$3,500,000.00 already paid by CVS.²
9. **8.63%** to the County of Suffolk for spending on Approved Uses, inclusive of the \$3,500,000.00 already paid by CVS.³

C. **Redistribution in Certain Situations.** In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York

N-1.

² The County of Nassau's share of the \$7,000,000 settlement credit.

³ The County of Suffolk's share of the \$7,000,000 settlement credit.

Subdivision pursuant to Sections II.B.4 and 5 shall be redistributed equitably among the participating New York Subdivisions.

D. Direct Payment of Certain Funds.

1. All Opioid Settlement Funds allocated to the Direct Share Subdivisions and the City of New York pursuant to Sections II.B.4, 5, 6, and 7 shall be paid directly and as promptly as reasonably practicable by CVS or the settlement fund administrator(s) to the Direct Share Subdivisions, the Large New York Cities, and the City of New York, respectively.
2. All Opioid Settlement Funds allocated to the Counties of Nassau and Suffolk pursuant to Sections II.B.8 and 9 shall be paid directly by CVS, and not through any settlement fund, as follows:
 - i. Payment of \$11,597,194 (assuming all incentives are met and the maximum payment is due from CVS) to the County of Nassau, via Napoli Shkolnik, PLLC, as its attorneys, pursuant to wire instructions to be provided.
 - ii. Payment of \$16,004,309 (assuming all incentives are met and the maximum payment is due from CVS) to the County of Suffolk, via Simmons Hanly Conroy, LLC, as its attorneys, pursuant to wire instructions to be provided.
 - iii. The foregoing payments constitute the payments to which Nassau and Suffolk are entitled under Section 19 (Most Favored Nations) of the Settlement Agreement and Release entered into on June 23, 2021 by and between CVS, Nassau, and Suffolk ("Counties' Agreement").
 - iv. This agreement is intended to clearly establish the amounts which Nassau and Suffolk would have received had they been participants in the Global Resolution pursuant to the CVS Nationwide Opioids Settlement Agreement using the allocation method incorporated therein as provided in Section 19 of the Counties' Agreement.

- E. Attorneys' Fees and Expenses.** Unless state law or the applicable Statewide Opioid Settlement Agreement provides otherwise, Attorneys' fees and expenses will be determined and paid according to each Direct Share Subdivision's and New York Subdivision's contracts with its respective counsel. This does not prevent counsel for New York subdivisions to agree to recover solely from: (1) the common benefit and contingency fee funds if established pursuant to settlements with Opioid Supply Chain Participants; or (2) payment of attorneys' fees and costs directly from Opioid Supply Chain Participants.

III. THE DIRECT SHARE SUBDIVISION AND CITY OF NEW YORK FUNDS

- A. Distribution of the Direct Share Subdivision Funds.** The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions that execute a release for

the CVS Nationwide Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement. The Large New York Cities Restricted Funds shall be paid to the Large New York Cities that execute a release for the New York CVS Opioid Settlement Agreement, pursuant to Section II.B.6, and will be fully distributed among them pursuant to the allocation set forth in Schedule B to this Agreement.

- B. **Certification of Spending on Approved Uses.** Each year, the Direct Share Subdivisions, the Large New York Cities, the City of New York, and the Counties of Nassau and Suffolk shall certify to the Lead State Agency and the Advisory Board that all funds distributed to them pursuant to Sections II.B.5, 6, 7, 8 and 9 of this Agreement, which were spent during the preceding year, were spent on projects and programs that constitute Approved Uses. These certifications shall be made by August 1 of each year following the year in which such funds were spent and shall be accompanied by a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs they have funded.

IV. THE OPIOID SETTLEMENT FUND

A. **Establishment of the Opioid Settlement Fund.**

1. Each year the Lead State Agency will allocate approximately **45%** of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule C. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities and at least 0.26% of the total Opioid Settlement Funds received by New York shall be set aside for the other litigating municipalities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.
2. Each year the Lead State Agency will set aside approximately **55%** of the Opioid Settlement Fund (20% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Agreement, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.

- B. **Approved Uses.** The Approved Uses are set forth in Schedule D below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.
- C. **Oversight and Auditing.** The Lead State Agency will engage in oversight and audits of projects and programs funded through the Opioid Settlement Fund.
- D. **New York Subdivision Reporting.** Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Agreement will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The Lead Agency may withhold future funds from any New York Subdivision that is delinquent in providing this reporting, until the required report is submitted.
- E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.5, any spending by the Large New York Cities pursuant to Section II.B.6, any spending by New York City pursuant to Section II.B.7, and any spending by the Counties of Nassau or Suffolk pursuant to Section II.B.8 and 9, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisory Board, the Lead State Agency will report annually the results of research funded by funds from this Agreement, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.

V. THE ROLE OF THE ADVISORY BOARD

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Suffolk, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES

Attorney General of the State of New York

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Date: 1/31/23

Counsel for The People of the State of New York

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LETITIA JAMES

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Date: _____

Counsel for The People of the State of New York

NAPOLI SHKOLNIK PLLC

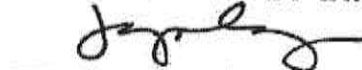


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1/31/2023

SIMMONS HANLY CONROY LLC



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jconroy@simmonsfirm.com

Date: __1.31.2023__

ADDITIONAL SIGNATORIES:

By: _____

Name: _____

Title: _____

Gov't Entity: Oswego County, NY

Counsel for _____

Counsel for _____

Counsel for _____

Counsel for _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Counsel for _____

Counsel for _____

Counsel for _____

Counsel for _____

Date: _____

Date: _____

Date: _____

Date: _____

Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Erie	13.981832649%
Niagara	3.416877066%
Western Region	20.489909791%

Genesee	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
Finger Lakes Region	14.537164194%

Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
Southern Tier Region	8.153775199%

Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
Central NY Region	10.128408890%

Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oneida	2.826733181%
Otsego	0.670962131%
Schoharie	0.277769778%
Mohawk Valley Region	5.349239592%

Clinton	0.831513299%
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Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
North Country Region	4.445502475%

Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
Capital Region	9.500949434%

Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
Mid-Hudson Region	27.395050426%

Schedule B

<u>Albany</u>	<u>6.69566439%</u>
<u>Buffalo</u>	<u>33.53818545%</u>
<u>Rochester</u>	<u>22.51041501%</u>
<u>Syracuse</u>	<u>15.16878370%</u>
<u>Yonkers</u>	<u>22.08695145%</u>

Schedule C

<u>Western Region</u>	<u>17.802093680%</u>
<u>Finger Lakes Region</u>	<u>12.630214651%</u>
<u>Southern Tier Region</u>	<u>7.084182967%</u>
<u>Central NY Region</u>	<u>8.799789054%</u>
<u>Mohawk Valley Region</u>	<u>4.647539462%</u>
<u>North Country Region</u>	<u>3.862352364%</u>
<u>Capital Region</u>	<u>8.254638190%</u>
<u>Mid-Hudson Region</u>	<u>23.801434903%</u>
<u>Albany</u>	<u>0.772105290%</u>
<u>Buffalo</u>	<u>3.867429560%</u>
<u>Rochester</u>	<u>2.595770859%</u>
<u>Syracuse</u>	<u>1.749176400%</u>
<u>Yonkers</u>	<u>2.546939490%</u>
<u>Amsterdam City</u>	<u>0.044441691%</u>
<u>Auburn City</u>	<u>0.141235528%</u>
<u>Geneva City</u>	<u>0.058050217%</u>
<u>Herkimer Village</u>	<u>0.025825860%</u>
<u>Ithaca City</u>	<u>0.119179582%</u>
<u>Lackawanna City</u>	<u>0.033995802%</u>
<u>Ogdensburg City</u>	<u>0.033721736%</u>
<u>Plattsburgh City</u>	<u>0.049918088%</u>
<u>Poughkeepsie City</u>	<u>0.222611652%</u>
<u>Rome City</u>	<u>0.116637147%</u>
<u>Saratoga Springs City</u>	<u>0.105429354%</u>
<u>Schenectady City</u>	<u>0.123271142%</u>
<u>Troy City</u>	<u>0.179482224%</u>
<u>Utica City</u>	<u>0.332533107%</u>

Schedule D – Approved Uses

I. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access

to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under

community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

II. PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-

informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community

navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

WALGREENS NEW YORK PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from Walgreens (as defined below) under the Walgreens Nationwide Opioids Settlement Agreement (defined below), which constitutes a "Statewide Opioids Settlement Agreement" as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by Walgreens;

Whereas, the State of New York are engaged in an investigation of Walgreens and certain New York Subdivisions are engaged in litigation, seeking to hold Walgreens accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of Walgreens throughout the State of New York;

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement, the New York Janssen Statewide Opioid Settlement Agreement, and the New York Allergan Statewide Opioid Settlement Agreement, and the New York Statewide Teva Opioids Settlement Agreement, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the Walgreens Nationwide Opioids Settlement Agreement (as defined below).

I. DEFINITIONS

- A. "Approved Uses" means any opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule C.
- B. "Lead State Agency" means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the Walgreens Nationwide Opioid Settlement Fund.
- C. The "Advisory Board" means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.
- D. "Direct Share Subdivision" means every county of the State of New York other than the County of Nassau, the County of Suffolk, and the City of New York.

- E. “Large New York Cities” means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.
- F. “New York Allergan Statewide Opioid Settlement Agreement” means the Allergan New York Settlement Agreement, executed on December 8, 2021.
- G. “New York Distributor Statewide Opioid Settlement Agreement” means the Distributors New York Settlement Agreement, executed on July 20, 2021.
- H. “New York Janssen Statewide Opioid Settlement Agreement” means the Janssen New York Settlement Agreement, executed on June 25, 2021.
- I. “New York Teva Statewide Opioid Settlement Agreement” means the Teva New York Settlement Agreement, executed on November 3, 2022.
- J. “New York Subdivisions” means each county, city, town, village or special district in New York.
- K. “Opioid Settlement Funds” shall mean monetary amounts obtained through the Walgreens Nationwide Opioid Settlement Agreement as defined in this Agreement.
- L. “Walgreens” shall mean Walgreen Co.
- M. “Parties” means the State of New York and the New York Subdivisions who execute this agreement.
- N. “Walgreens Nationwide Opioids Settlement Agreement” shall mean this settlement agreement jointly entered into by the Settling States, including New York, with Walgreens, dated as of December 9, 2022.
- O. “Opioid Settlement Fund” means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

- A. **Scope of Agreement.** This Agreement applies to New York State’s share of the Remediation Payment and Additional Remediation Payment from the Walgreens Nationwide Opioids Settlement Agreement.
- B. **Allocation and Distribution of Funds for Restitution and Abatement.** With the exception of New York’s share of the Additional Remediation Amount¹, paid during the first six years of the Walgreens Nationwide Opioids Settlement Agreement, 100% of which shall be distributed to

¹ New York’s share of the Additional Remediation Amount is \$2,166,549.20. See Exhibit M-3 and Exhibit N.

the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses, all Opioid Settlement Funds paid to New York from the Walgreens Nationwide Opioids Settlement Agreement shall be allocated and distributed as follows, with all percentages calculated using a denominator that is New York's share of the Remediation Payment, inclusive of the 15.31% settlement credit for the Counties of Nassau and Suffolk.²

1. **16.81%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.
2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds and the amount committed to the other litigating municipalities listed in Schedule C shall not be less than 0.26%.
3. **20%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.
4. **5.4%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".
5. **5.4%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").
6. **0.69%** to the Large New York Cities for spending on Approved Uses ("Large New York Cities Restricted Funds").
7. **20%** to the City of New York for spending on Approved Uses.
8. **6.68%** to the County of Nassau, as a credit for settlement amounts already paid by Walgreens.
9. **8.63%** to the County of Suffolk, as a credit for settlement amounts already paid by Walgreens.

C. **Redistribution in Certain Situations.** In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York

² See Walgreens Nationwide Opioids Settlement Agreement, page 12, Section I.CCCC, regarding the credit for Walgreens' settlement with the Counties of Nassau and Suffolk. In the event that New York receives its full Remediation Payment, this credit would have been worth \$42,501,270.22.

Subdivision pursuant to Sections II.B.4 and 5 shall be redistributed equitably among the participating New York Subdivisions.

- D. **Direct Payment of Certain Funds.** All Opioid Settlement Funds allocated to the Direct Share Subdivisions, the Large New York Cities, and the City of New York pursuant to Sections II.B.4, 5, 6 and 7 shall be paid directly and as promptly as reasonably practicable by Walgreens or the settlement fund administrator(s) to the Direct Share Subdivisions, the Large New York Cities and the City of New York.
- E. **Attorneys' Fees and Expenses.** Unless state law or the applicable Statewide Opioid Settlement Agreement provides otherwise, Attorneys' fees and expenses will be determined and paid according to each Direct Share Subdivision's and New York Subdivision's contracts with its respective counsel. This does not prevent counsel for New York subdivisions to agree to recover solely from: (1) the common benefit and contingency fee funds if established pursuant to settlements with Opioid Supply Chain Participants; or (2) payment of attorneys' fees and costs directly from Opioid Supply Chain Participants.

III. THE DIRECT SHARE SUBDIVISION AND CITY OF NEW YORK FUNDS

- A. **Distribution of the Direct Share Subdivision Funds.** The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions that execute a release for the Walgreens Nationwide Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement. The Large New York Cities Restricted Funds shall be paid to the Large New York Cities that execute a release for the New York Walgreens Opioid Settlement Agreement, pursuant to Section II.B.6, and will be fully distributed among them pursuant to the allocation set forth in Schedule B to this Agreement.
- B. **Certification of Spending on Approved Uses.** Each year, the Direct Share Subdivisions, the Large New York Cities and the City of New York shall certify to the Lead State Agency and the Advisory Board that all funds distributed to them pursuant to Sections II.B.5, 6 and 7 of this Agreement, which were spent during the preceding year, were spent on projects and programs that constitute Approved Uses. These certifications shall be made by August 1 of each year following the year in which such funds were spent and shall be accompanied by a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs they have funded.

IV. THE OPIOID SETTLEMENT FUND

- A. **Establishment of the Opioid Settlement Fund.**
1. Each year the Lead State Agency will allocate approximately **45%** of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule C. Of this amount, at least

1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities and at least 0.26% of the total Opioid Settlement Funds received by New York shall be set aside for the other litigating municipalities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.

2. Each year the Lead State Agency will set aside approximately 55% of the Opioid Settlement Fund (20% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Agreement, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.

B. **Approved Uses.** The Approved Uses are set forth in Schedule D below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.

C. **Oversight and Auditing.** The Lead State Agency will engage in oversight and audits of projects and programs funded through the Opioid Settlement Fund.

D. **New York Subdivision Reporting.** Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Agreement will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The Lead Agency may withhold future funds from any New York Subdivision that is delinquent in providing this reporting, until the required report is submitted.

E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.5, any spending by the Large New York Cities pursuant to Section II.B.6 and any spending by New York City pursuant to Section II.B.7, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisor

Board, the Lead State Agency will report annually the results of research funded by funds from this Agreement, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.

V. THE ROLE OF THE ADVISORY BOARD

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.1S(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Suffolk, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETTITIA JAMES

Attorney General of the State of New York


By: 

Date: 1/24/23

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SIMMONS HANLY CONROY LLC

Date: 1.26.2023



Jayne Conroy, Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016
Counsel to the County of Suffolk

ADDITIONAL SIGNATORIES:

By: _____
Name: _____
Title: _____
Gov't Entity: Oswego County, NY

Counsel for _____

Counsel for _____

Counsel for _____

Counsel for _____

Date: _____

Date: _____

Date: _____

Date: _____

Counsel for _____

Counsel for _____

Counsel for _____

Counsel for _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Eric	13.981832649%
Niagara	3.416877066%
<u>Western Region</u>	<u>20.489909791%</u>

Genesec	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
<u>Finger Lakes Region</u>	<u>14.537164194%</u>

Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
<u>Southern Tier Region</u>	<u>8.153775199%</u>

Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
<u>Central NY Region</u>	<u>10.128408890%</u>

Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oncida	2.826733181%
Otsego	0.670962131%

Schoharie	0.277769778%
<u>Mohawk Valley Region</u>	<u>5.349239592%</u>
Clinton	0.831513299%
Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
<u>North Country Region</u>	<u>4.445502475%</u>
Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
<u>Capital Region</u>	<u>9.500949434%</u>
Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
<u>Mid-Hudson Region</u>	<u>27.395050426%</u>

Schedule B

<u>Albany</u>	<u>6.69566439%</u>
<u>Buffalo</u>	<u>33.53818545%</u>
<u>Rochester</u>	<u>22.51041501%</u>
<u>Syracuse</u>	<u>15.16878370%</u>
<u>Yonkers</u>	<u>22.08695145%</u>

Schedule C

<u>Western Region</u>	<u>17.802093680%</u>
<u>Finger Lakes Region</u>	<u>12.630214651%</u>
<u>Southern Tier Region</u>	<u>7.084182967%</u>
<u>Central NY Region</u>	<u>8.799789054%</u>
<u>Mohawk Valley Region</u>	<u>4.647539462%</u>
<u>North Country Region</u>	<u>3.862352364%</u>
<u>Capital Region</u>	<u>8.254638190%</u>
<u>Mid-Hudson Region</u>	<u>23.801434903%</u>
<u>Albany</u>	<u>0.772105290%</u>
<u>Buffalo</u>	<u>3.867429560%</u>
<u>Rochester</u>	<u>2.595770859%</u>
<u>Syracuse</u>	<u>1.749176400%</u>
<u>Yonkers</u>	<u>2.546939490%</u>
<u>Amsterdam City</u>	<u>0.044441691%</u>
<u>Auburn City</u>	<u>0.141235528%</u>
<u>Geneva City</u>	<u>0.058050217%</u>
<u>Herkimer Village</u>	<u>0.025825860%</u>
<u>Ithaca City</u>	<u>0.119179582%</u>
<u>Lackawanna City</u>	<u>0.033995802%</u>
<u>Ogdensburg City</u>	<u>0.033721736%</u>
<u>Plattsburgh City</u>	<u>0.049918088%</u>
<u>Poughkeepsie City</u>	<u>0.222611652%</u>
<u>Rome City</u>	<u>0.116637147%</u>
<u>Saratoga Springs City</u>	<u>0.105429354%</u>
<u>Schenectady City</u>	<u>0.123271142%</u>
<u>Troy City</u>	<u>0.179482224%</u>
<u>Utica City</u>	<u>0.332533107%</u>

Schedule D – Approved Uses

I. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer

- support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
 3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
 4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
 5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
 6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
 7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
 8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
 9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
 10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
 11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
 12. Create or support culturally-appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.
 13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MHI conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

II. PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of

government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

WALMART NEW YORK PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from Walmart (as defined below) under the Walmart Nationwide Opioids Settlement Agreement (defined below), which constitutes a "Statewide Opioids Settlement Agreement" as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by Walmart;

Whereas, the State of New York are engaged in an investigation of Walmart and certain New York Subdivisions are engaged in litigation, seeking to hold Walmart accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of Walmart throughout the State of New York;

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement, the New York Janssen Statewide Opioid Settlement Agreement, and the New York Allergan Statewide Opioid Settlement Agreement, and the New York Statewide Teva Opioids Settlement Agreement, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the Walmart Nationwide Opioids Settlement Agreement (as defined below).

L. DEFINITIONS

- A. "Approved Uses" means any opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule C.
- B. "Lead State Agency" means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the Walmart Nationwide Opioid Settlement Fund.
- C. The "Advisory Board" means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.
- D. "Direct Share Subdivision" means every county of the State of New York other than the County of Nassau, the County of Suffolk, and the City of New York.

- E. "Large New York Cities" means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.
- F. "New York Allergan Statewide Opioid Settlement Agreement" means the Allergan New York Settlement Agreement, executed on December 8, 2021.
- G. "New York Distributor Statewide Opioid Settlement Agreement" means the Distributors New York Settlement Agreement, executed on July 20, 2021.
- H. "New York Janssen Statewide Opioid Settlement Agreement" means the Janssen New York Settlement Agreement, executed on June 25, 2021.
- I. "New York Teva Statewide Opioid Settlement Agreement" means the Teva New York Settlement Agreement, executed on November 3, 2022.
- J. "New York Subdivisions" means each county, city, town, village or special district in New York.
- K. "Opioid Settlement Funds" shall mean monetary amounts obtained through the Walmart Nationwide Opioid Settlement Agreement as defined in this Agreement.
- L. "Walmart" shall mean Walmart Inc.
- M. "Parties" means the State of New York and the New York Subdivisions who execute this agreement.
- N. "Walmart Nationwide Opioids Settlement Agreement" shall mean the settlement agreement jointly entered into by the Settling States, including New York, with Walmart, dated as of November 14, 2022.
- O. "Opioid Settlement Fund" means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

- A. **Scope of Agreement.** This Agreement applies to New York State's share of the Remediation Payment and Additional Remediation Payment from the Walmart Nationwide Opioids Settlement Agreement.
- B. **Allocation and Distribution of Funds for Restitution and Abatement.** With the exception of New York's share of the Additional Remediation Amount¹ paid during the first payment of the

¹ New York's share of the Additional Remediation Amount is \$1,108,668.95. See Exhibit M, page M-1 and Exhibit N, page N-1.

Walmart Nationwide Opioids Settlement Agreement, 100% of which shall be distributed to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses, all Opioid Settlement Funds paid to New York from the Walmart Nationwide Opioids Settlement Agreement shall be allocated and distributed as follows, with all percentages calculated using a denominator that is the sum of: (i) New York's share of the Remediation Payment, and (ii) the \$6,125,000 settlement credit for the Counties of Nassau and Suffolk.²

1. **16.81%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.
2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds and the amount committed to the other litigating municipalities listed in Schedule C shall not be less than 0.26%.
3. **20%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.
4. **5.4%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".
5. **5.4%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").
6. **0.69%** to the Large New York Cities for spending on Approved Uses ("Large New York Cities Restricted Funds").
7. **20%** to the City of New York for spending on Approved Uses.
8. **6.68%** to the County of Nassau for spending on Approved Uses, inclusive of the \$3,062,500.00 already paid by Walmart.³
9. **8.63%** to the County of Suffolk for spending on Approved Uses, inclusive of the \$3,062,500.00 already paid by Walmart.⁴

C. **Redistribution in Certain Situations.** In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York

² See Walmart Nationwide Opioids Settlement Agreement, page 10, fn. 1, regarding the \$6,125,000 credit for Walmart's settlement with the Counties of Nassau and Suffolk.

³ The County of Nassau's share of the \$6,125,000 settlement credit.

⁴ The County of Suffolk's share of the \$6,125,000 settlement credit.

Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York Subdivision pursuant to Sections II.B.4 and 5 shall be redistributed equitably among the participating New York Subdivisions.

D. Direct Payment of Certain Funds.

1. All Opioid Settlement Funds allocated to the Direct Share Subdivisions and the City of New York pursuant to Sections II.B.4, 5, 6 and 7 shall be paid directly and as promptly as reasonably practicable by Walmart or the settlement fund administrator(s) to the Direct Share Subdivisions, the Large New York Cities and the City of New York, respectively.
2. All Opioid Settlement Funds allocated to the Counties of Nassau and Suffolk pursuant to Sections II.B.8 and 9 shall be paid directly by Walmart, and not through any settlement fund, as follows: (i) a payment of \$6,594,682.18 (assuming all incentives are met and the maximum amount is due from Walmart) to the County of Nassau of the amount under II.B.8, via Napoli Shkolnik, PLLC, as its attorneys, pursuant to wire instructions to be provided and (ii) a payment of \$9,413,769.79 (assuming all incentives are met and the maximum amount is due from Walmart) to the County of Suffolk of the amount under II.B.9, via Simmons Hanly Conroy, LLC, as its attorneys, pursuant to wire instructions to be provided. The foregoing payments constitute the payments to which Nassau and Suffolk are entitled under Section 18 (Most Favored Nations) of the Settlement Agreement and Release entered into on June, 22, 2021 by and between Walmart, Nassau, and Suffolk ("Counties' Agreement"). This agreement is intended to clearly establish the amounts to which Nassau and Suffolk are entitled based on the allocation of the Global Resolution settlement amounts, as provided in Section 18 of the Counties' Agreement.

- E. Attorneys' Fees and Expenses.** Unless state law or the applicable Statewide Opioid Settlement Agreement provides otherwise, Attorneys' fees and expenses will be determined and paid according to each Direct Share Subdivision's and New York Subdivision's contracts with its respective counsel. This does not prevent counsel for New York subdivisions to agree to recover solely from: (1) the common benefit and contingency fee funds if established pursuant to settlements with Opioid Supply Chain Participants; or (2) payment of attorneys' fees and costs directly from Opioid Supply Chain Participants.

III. THE DIRECT SHARE SUBDIVISION AND CITY OF NEW YORK FUNDS

- A. Distribution of the Direct Share Subdivision Funds.** The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions that execute a release for the Walmart Nationwide Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement. The Large New York Cities Restricted Funds shall be paid to the Large New York Cities that execute a release for the New York Walmart Opioid Settlement Agreement, pursuant to Section II.B.6, and will be fully distributed among them pursuant to the allocation set forth in Schedule B to this Agreement.

- B. **Certification of Spending on Approved Uses.** Each year, the Direct Share Subdivisions, the Large New York Cities, the City of New York, and the Counties of Nassau and Suffolk shall certify to the Lead State Agency and the Advisory Board that all funds distributed to them pursuant to Sections II.B.5, 6, 7, 8 and 9 of this Agreement, which were spent during the preceding year, were spent on projects and programs that constitute Approved Uses. These certifications shall be made by August 1 of each year following the year in which such funds were spent and shall be accompanied by a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs they have funded.

IV. THE OPIOID SETTLEMENT FUND

- A. **Establishment of the Opioid Settlement Fund.**
1. Each year the Lead State Agency will allocate approximately **45%** of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule C. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities and at least 0.26% of the total Opioid Settlement Funds received by New York shall be set aside for the other litigating municipalities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.
 2. Each year the Lead State Agency will set aside approximately **55%** of the Opioid Settlement Fund (20% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Agreement, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.
- B. **Approved Uses.** The Approved Uses are set forth in Schedule D below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.
- C. **Oversight and Auditing.** The Lead State Agency will engage in oversight and audits of

projects and programs funded through the Opioid Settlement Fund.

- D. **New York Subdivision Reporting.** Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Agreement will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The Lead Agency may withhold future funds from any New York Subdivision that is delinquent in providing this reporting, until the required report is submitted.
- E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.5, any spending by the Large New York Cities pursuant to Section II.B.6, any spending by New York City pursuant to Section II.B.7, and any spending by the Counties of Nassau or Suffolk pursuant to Section II.B.8 and 9, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisory Board, the Lead State Agency will report annually the results of research funded by funds from this Agreement, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.

V. THE ROLE OF THE ADVISORY BOARD

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Suffolk, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES

Attorney General of the State of New York

By: 

Jennifer Levy, First Deputy Attorney General
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Date: 1/31/23

Counsel for The People of the State of New York

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Date: _____

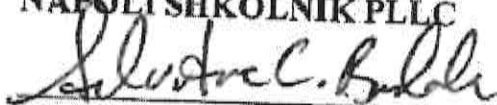
LETITIA JAMES
Attorney General of the State of New York

By: _____
Jennifer Levy, First Deputy Attorney General
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Date: _____

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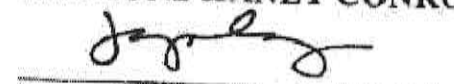
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jconroy@simmonsfirm.com

Date: 1.31.2023

ADDITIONAL SIGNATORIES:

By: _____

Name: _____

Title: _____

Gov't Entity: Oswego County, NY

Counsel for _____

Counsel for _____

Counsel for _____

Counsel for _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Counsel for _____

Counsel for _____

Counsel for _____

Counsel for _____

Date: _____

Date: _____

Date: _____

Date: _____

Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Eric	13.981832649%
Niagara	3.416877066%
<u>Western Region</u>	<u>20.489909791%</u>
Genesee	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
<u>Finger Lakes Region</u>	<u>14.537164194%</u>
Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
<u>Southern Tier Region</u>	<u>8.153775199%</u>
Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
<u>Central NY Region</u>	<u>10.128408890%</u>
Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oncida	2.826733181%
Otsego	0.670962131%
Schoharie	0.277769778%
<u>Mohawk Valley Region</u>	<u>5.349239592%</u>
Clinton	0.831513299%

Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
North Country Region	4.445502475%

Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
Capital Region	9.500949434%

Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
Mid-Hudson Region	27.395050426%

Schedule B

<u>Albany</u>	<u>6.69566439%</u>
<u>Buffalo</u>	<u>33.53818545%</u>
<u>Rochester</u>	<u>22.51041501%</u>
<u>Syracuse</u>	<u>15.16878370%</u>
<u>Yonkers</u>	<u>22.08695145%</u>

Schedule C

<u>Western Region</u>	<u>17.802093680%</u>
<u>Finger Lakes Region</u>	<u>12.630214651%</u>
<u>Southern Tier Region</u>	<u>7.084182967%</u>
<u>Central NY Region</u>	<u>8.799789054%</u>
<u>Mohawk Valley Region</u>	<u>4.647539462%</u>
<u>North Country Region</u>	<u>3.862352364%</u>
<u>Capital Region</u>	<u>8.254638190%</u>
<u>Mid-Hudson Region</u>	<u>23.801434903%</u>
<u>Albany</u>	<u>0.772105290%</u>
<u>Buffalo</u>	<u>3.867429560%</u>
<u>Rochester</u>	<u>2.595770859%</u>
<u>Syracuse</u>	<u>1.749176400%</u>
<u>Yonkers</u>	<u>2.546939490%</u>
<u>Amsterdam City</u>	<u>0.044441691%</u>
<u>Auburn City</u>	<u>0.141235528%</u>
<u>Geneva City</u>	<u>0.058050217%</u>
<u>Herkimer Village</u>	<u>0.025825860%</u>
<u>Ithaca City</u>	<u>0.119179582%</u>
<u>Lackawanna City</u>	<u>0.033995802%</u>
<u>Ogdensburg City</u>	<u>0.033721736%</u>
<u>Plattsburgh City</u>	<u>0.049918088%</u>
<u>Poughkeepsie City</u>	<u>0.222611652%</u>
<u>Rome City</u>	<u>0.116637147%</u>
<u>Saratoga Springs City</u>	<u>0.105429354%</u>
<u>Schenectady City</u>	<u>0.123271142%</u>
<u>Troy City</u>	<u>0.179482224%</u>
<u>Utica City</u>	<u>0.332533107%</u>

Schedule D – Approved Uses

I. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have -- or at risk of developing -- OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are

leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or

placed in foster care due to custodial opioid use.

II. PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first

responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list

(e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Oswego County	State: NY
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Oswego County	State: NY
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Oswego County	State: NY
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 076

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WALKER CAPITAL, LLC REGARDING VALUATION AND CONSULTING SERVICES IN CONNECTION WITH TAX NEGOTIATIONS CONCERNING THE JAMES A FITZPATRICK NUCLEAR POWER PLANT

By Legislator Holst:

WHEREAS, this body has, heretofore, authorized an intermunicipal agreement regarding tax negotiations concerning the James A. FitzPatrick Nuclear Power Plant in Scriba, New York; and,

WHEREAS, the participating entities have or will retain Walker Capital, LLC which has significant experience in regards to this nuclear power plant to provide the taxing jurisdictions with valuation and consulting services in connection with real property tax negotiations; and

WHEREAS, the costs incurred in the annexed agreement will be shared in accordance with the previously-approved inter-municipal agreement among the taxing jurisdictions; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the execution of the annexed agreement with Walker Capital, LLC be and is hereby authorized and approved.

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

YES: 21 NO: 0 ABSENT: 4 ABSTAIN: 0

AGREEMENT

SUBJECT: A Contract to provide valuation and consulting services to the Ferrara Fiorenza PC law firm for *ad valorem* taxation purposes regarding the assessment of the J.A. FitzPatrick Nuclear Power Plant (Station) located in the Town of Scriba, New York (Subject Property).

The Ferrara Fiorenza PC law firm, hereinafter called the Client, and Walker Capital, LLC, a Limited Liability Company in New Hampshire having an address of PO Box 1131, Rye, New Hampshire 03870 in the County of Rockingham, State of New Hampshire, hereinafter called Consultant, hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Client: Ferrara Fiorenza PC, on behalf of the Mexico Central School District

1.1.1 Name: Joseph G. Shields, Esq.
Ferrara Fiorenza PC
5010 Campuswood Drive
East Syracuse, NY 13057

1.1.2 Contracting Official: Joseph G. Shields, PC

1.1.3 Authorized Contact: Joseph G. Shields, PC

1.1.4 Name: Kevin C. Caraccioli, Esq., on behalf of the Town of Scriba
Caraccioli Law, PLLC
175 E 7th Street
Oswego, NY 13126

1.1.5 Contracting Official: Kevin C. Caraccioli, Esq.

1.1.6 Authorized Contact: Kevin C. Caraccioli, Esq.

1.1.7 Name: Richard C. Mitchell, Esq. on behalf of the County of Oswego
Oswego County Attorney
46 E. Bridge Street
Oswego, NY 13126

1.1.8 Contracting Official: Richard C. Mitchell, Esq.

1.1.9 Authorized Contact: Richard C. Mitchell, Esq.

1.2 Consultant: Glenn Walker, Walker Capital, LLC

1.2.1 Name: Walker Capital, LLC
Address: PO Box 1131, Rye, NH 03870
Tel: (603) 431-7636
E-mail: gwalker@walkercapitalllc.com

2. GENERAL SERVICES TO BE PERFORMED BY CONSULTANT

2.1 Scope of Work:

The proposed services will be performed by, or at the direction of, Glenn Walker. The scope is set forth below. The goal of this scope is to assist the tax jurisdictions in establishing a new Payment in Lieu of Tax (PILOT) agreement or *ad valorem* tax value for the Station and will draw upon work we have done for the tax jurisdictions in the past.

2.1.1 Scope of the Work Products:

Our office will assist the Client in determining fair market value of the subject property. The work will be based on information in the public record and information provided by the facility's owner(s), should it be available.

2.1.2 Services to be Provided by Consultant:

Task 1

The first task in arriving at either a PILOT agreement or *ad valorem* tax value includes the research of documents both in the owner's control and in the public domain. In developing due diligence, we propose the following:

1. Prepare a Request for Documents to the Station's owner based on not only generic requests but also specific items it references in its financial reportings.
2. Develop current market data for the Upstate New York region.
3. Review the current status of the nuclear industry including sales trends, nuclear facility development trends, and other issues that will impact value.

The budget estimate for Task 1 is \$10,000 and should be accomplished on a mutually agreeable schedule.

Task 2

Task 2 will be the preparation of a range of values, in presentation format, for use by the tax jurisdictions in negotiations and internal discussions with their elected officials. The presentation will be based on information in the public record, information provided by the Station's owner, should it be available, and our analysis of this information. The presentation will provide a summary of current market conditions for the U.S. and New York electric markets, and the competitiveness of the Station in these markets. The presentation will also include a range of values for the Station and the level of anticipated taxes based on this value range. The Station's anticipated PILOT/*ad valorem* tax payments will be compared with agreements for other nuclear units in the U.S. and Northeast. The budget estimate for Task 2 is \$20,000.

Task 3

Task 3 involves working with the tax jurisdictions on potential PILOT scenarios and assistance with negotiations. This would be at the direction of the tax jurisdictions and may include preliminary meetings, presentations, etc. The budget estimate for Task 3 is \$20,000, but could be higher depending on the level of negotiations and requirement to attend meetings in the Oswego County area.

2.1.3 Completion of Work:

Work is to be completed on a mutually acceptable schedule.

Consultant will not be responsible for consequential or compensatory damages arising from circumstances which are either outside Consultant's scope of services, or as a result of non-performance of any other party, person, or entity affecting this contract.

2.2 Personnel:

All personnel and necessary field assistants employed by Consultant will be competent to perform the work they are called upon to do in a good and workmanlike manner and in accordance with all applicable laws and rules in effect at the time of the agreement.

2.3 Confidentiality:

The parties may be required to enter into a Confidentiality Agreement with the Owner of the facility and shall abide by the same.

Consultant agrees not to disclose to anyone except to the Client or its authorized representative(s) or a court of law or tribunal, any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless disclosure is specifically authorized by the Client.

2.4 Compensation and Terms:

The services hereunder to be performed by Consultant will be provided on a time and materials basis per a mutually agreed upon scope and based on the rate of \$300 per hour for valuation services and \$150 per hour for technical support.

3. INSURANCE

3.1 Consultant will maintain general liability insurance, with an endorsement for hired and non-owned automobile insurance.

3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$1,000,000 per occurrence/person for bodily injury, and \$2,000,000 general aggregate for the life of the policy.

3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$1,000,000 each accident.

4. ASSIGNMENT

This Contract and the duties of Consultant hereunder will not be assigned.

5. AMENDMENTS

This Agreement will not be amended, waived or discharged, unless by mutual written consent of both parties.

6. This Agreement shall be governed by the laws of New York State. The venue for any action shall be Oswego, New York.

TOWN OF SCRIBA

Date: _____

By: _____
Kevin C. Caraccioli, Esq.

COUNTY OF OSWEGO

Date: _____

By: _____
Richard C. Mitchell

**MEXICO ACADEMY AND
CENTRAL SCHOOL DISTRICT**

Date: _____

By: _____
Joseph G. Shields

WALKER CAPITAL, LLC



Date: 2/16/2023

By: _____
Glenn C. Walker

RESOLUTION NO. 077

**RESOLUTION IN OPPOSITION TO THE GOVERNOR'S BUDGET PROPOSAL
TO REPLACE THE CURRENT IN REM TAX DELINQUENCY FORECLOSURE
PROCESS AS PRESENTED**

By Legislator David Holst:

WHEREAS, the Governor's budget proposes to replace the current In Rem tax delinquency foreclosure process that has been in place for over 30 years; and

WHEREAS, the proposal essentially disregards 30+ years of case law related to the existing system; and

WHEREAS, the proposal, as drafted, generates dozens of procedural, legal and possible constitutional issues that are not addressed in the legislation; with many that revolve around how to settle proceeds among varying interests in certain circumstances, such as

- Divorce cases
- Deceased
- Bad title, or multiple owners
- Validating liens – determining if it was paid or not, is it a legitimate lien
- Liens are filed on a person, not a property, common names are problematic
- The process may eliminate due process between the original owner and the mortgagee
- May eliminate mortgage refinancing incentives, where a mortgagee does not work with an owner to lower mortgage costs
- What if liens are discovered after settlement
- What happens if bankruptcy is declared after a settlement
- Does the proposal run afoul of Article VIII, Section 1 of the Constitution; and

WHEREAS, the proposal also requires counties and other municipalities that administer tax delinquency foreclosures, to effectively become agents of private for profit banks and other lienholders to settle their accounts as well; and

WHEREAS, the proposal is too broadly structured as it applies to all parcels and could become subject to abuse; and

WHEREAS, as structured the proposal guarantees that a county will incur significant new costs because it does not allow a county to balance surplus sales against sales made at a loss during the calendar year, and the county will never be able to recover the cost of holding multiple taxing jurisdictions harmless for delinquent taxes. These unreimbursed delinquencies and sales that result in a loss will need to be assessed against county property taxpayers in following years; and

WHEREAS, care needs to be taken when changing longstanding legislation, especially without debate, since unintended consequences may occur; and

WHEREAS, the legislation fails to address deficiencies as the counties are the state mandated guarantor of unpaid property taxes from towns, villages, school districts and various other special districts.

NOW, THEREFORE, BE IT RESOLVED, the Oswego County Legislature opposes the In Rem tax delinquency foreclosure changes proposed in the Governor's budget; and

BE IT FURTHER RESOLVED, county officials responsible for implementing these state law changes want to partner with the state to develop a workable solution to the problem the Governor raises in this proposal and Oswego County encourages the Governor and State Legislature to pull this legislation from the budget so it can be amended to, at a minimum,

- Narrow the scope by applying it only to owner occupied parcels,
- Remove provisions requiring the settlement of other outstanding liens as it forces a public servant to act as an agent of what is usually a for-profit entity that has its own existing staff to settle liens,
- Clarify what are included as administrative costs,
- Require the state to become the guarantor of unpaid taxes for all taxing jurisdictions that experience tax delinquencies under the proposed process,
- Establish an effective date that is no earlier than January 2025 so necessary amendments can be incorporated and state regulations can be put in place and stakeholders can be educated on the changes; and

BE IT FURTHER RESOLVED, counties believe the state should established and fund with state resources a grant program similar to the federal Homeowners Assistance Fund to help homeowners that fall behind in paying their property taxes so they can avoid tax foreclosure; and

BE IT FURTHER RESOLVED, that copies of this resolution be sent to the counties of New York State encouraging member counties to enact similar resolutions; and

BE IT FURTHER RESOLVED, the Clerk of the County Legislature transmit a certified copy of this resolution to Governor Kathy Hochul and Oswego County's representatives in the New York State Legislature: Senator John Mannion, Senator Mark Walczyk and Assembly Minority Leader William A. Barclay.

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

YES: 21 NO: 0 ABSENT: 4 ABSTAIN: 0

RESOLUTION NO. 078

RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT - PUBLIC DEFENDER

By Legislator Marc Greco:

WHEREAS, the County of Oswego has established the office of Public Defender by Local Law Number 2 of 2021, and under County Law § 716; and

WHEREAS, the County of Oswego has conducted an extensive search for the county's first Public Defender, who in addition to the required duties of Public Defender to provide indigent legal services, will also be tasked with establishing the office, hiring all initial personnel, developing operational policies, and various other administrative activities needed to develop the office; and

WHEREAS, the recommended candidate needs time to establish residency before formal appointment by the legislature, but is willing to begin work April 3, 2023 to develop the department as a contracted service; now therefore be it

RESOLVED, that on the recommendation of the Public Safety Committee, the County of Oswego awards a professional service contract for public defender services to Louis Lombardi of Bellefonte, PA for a per diem rate of \$706.62, beginning April 3 and ending the sooner of either the day prior to the commencement of his term of office, or May 15, 2023.

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

YES: 21 NO: 0 ABSENT: 4 ABSTAIN: 0

LOUIS R. LOMBARDI

XXXXXXXXXXXXXX
Bellefonte, PA 16823

XXXXXXXXXX

EDUCATION

Brooklyn Law School, Brooklyn, New York

Juris Doctor, *Cum Laude*, June 1998 (Evening Division)

Class Rank: Top 9%

Honors: Dean's List, Dean's Academic Achievement Scholarship, CALI Excellence for the Future Award

Activities: President, Law Enforcement Law Student Association

The Pennsylvania State University, University Park, Pennsylvania

Bachelor of Science in Administration of Justice May 1986

Honors: Dean's List

Activities: Penn State Men's Lacrosse Club

LEGAL EXPERIENCE

Law Office of Louis R. Lombardi, Bellefonte, Pennsylvania

February 1999 – Present

General Practitioner

Solo practitioner and "Of Counsel" working in civil and criminal litigation from case inception until resolution including motion and appellate practice. Civil law experience includes real estate, debtor/creditor law, unemployment, family law, personal injury, and bankruptcy; and criminal law experience includes violations thru felony crimes.

New York City Police Department Legal Bureau, New York, New York

Records Access Officer

November 1995 – January 1998

Supervised police department staff in collection and release of department records pursuant to requests from the public (approximately 2,500 per year) under New York State Freedom of Information Law. Additionally, involved in subpoena litigation over litigants demands for access to police department records.

Law Intern, Civil Enforcement Unit

November 1994 – October 1995

Prosecuted civil property forfeiture actions and nuisance abatement closings.

OTHER EXPERIENCE

Omniplex World Services Corp., Herndon, Virginia

Investigator

August 2018 – Present

Conduct background investigations on individuals applying for jobs that require a federal security clearance.

South Hills School of Business & Technology, State College, Pennsylvania

Law Instructor

March 2010 – August 2020

Prepare lesson plans, teach, develop tests, and prepare students for a career in criminal justice and law.

New York City Police Department, New York, New York

Police Officer, Sergeant, Lieutenant, Captain

July 1989 – July 2009

As a member of the NYPD, I steadily was promoted within the Department taking on more responsibility in order to better serve the residents of New York City. From enforcing the law and supervising a sexual assault task force; to training members of the Department in new rules, regulations, equipment, and initiatives to keep the public safe, my priority was to work with all stakeholders to make the city safe. Upon promotion to Police Captain, I became a member of the executive staff and was the point person responsible for conducting internal investigations into police misconduct, corruption, use of police force (including police involved shootings), vehicle pursuits and other areas of concern for the agency such as bias crimes. I was trained and supervised investigations into homicides, asset forfeiture and organized crime. In organized crime I oversaw the case development and execution of nearly one thousand search warrants and wiretaps.

PROFESSIONAL ORGANIZATIONS

Pennsylvania Bar Association, New York State Bar Association, Centre County Bar Association, Brooklyn Bar Association.

BAR ADMISSION

States of New York, New Jersey & Pennsylvania; United States Southern & Eastern District Courts for New York, United States District Court for New Jersey.

COUNTY OF OSWEGO VENDOR AGREEMENT

THIS AGREEMENT is entered into as of this 9th day of March, 2023 by and between the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York, hereinafter referred to as the "**COUNTY**," with principal offices at the Oswego County Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126; and **LOUIS R. LOMBARDI, ESQ.**, an individual with a mailing address of 415 Timberton Circle, Bellefonte, PA 16823, hereinafter referred to as "**VENDOR**."

WHEREAS, the County of Oswego has, heretofore, created the Office of Public Defender under County Law §716 and Oswego County Local Law Number 2 of 2021; and

WHEREAS, a qualified candidate (the Vendor) has been found after an extensive search whom is interested in becoming the Public Defender for Oswego County; and

WHEREAS, said candidate must close his practice and re-locate to the County of Oswego; and

WHEREAS, a bridge agreement is both necessary and desirable pending Vendor's appointment to the Office of Public Defender,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the following work regarding the Oswego County Office of Public Defender including: locating suitable office space for the Office of Public Defender; working with the Department of Human Resources to begin recruitment for attorneys, investigators and staff in the Office of Public Defender; attending committee or legislative meetings as may be necessary; consulting with the New York State Office of Indigent Legal Services regarding funding and reporting for the department; developing office policies; meeting with other Public Defenders in other counties within New York State; meeting with Courts and other interested stakeholders including law enforcement, probation and other providers; locating and reviewing suitable office management software; attending training for MUNIS and other required training for new county employees; determining office equipment needs; meeting with Central Services regarding anticipated computer needs; reviewing and making recommendations for necessary changes/revisions to the 2023 budget as may be necessary; and, other related work.

Vendor shall not advance any monies for or on behalf of the Office of Public Defender for any purpose including leases, purchase of furniture or equipment, advertising, software, computers, phones and the like; the county will work with Vendor

to purchase or acquire same, as may be necessary, to be paid directly from county funds.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform Public Defender Services beginning on April 3, 2023 upon execution of this agreement and ending the sooner of either: (a) the day prior to the commencement of his term of office as Public Defender or (b) May 15, 2023.

ARTICLE 3. COMPENSATION

For all Services provided hereunder, unless modified by mutual written agreement, the County agrees to compensate Vendor at a *per diem* rate of \$706.62. Weekend work is not contemplated by this Agreement.

Vendor shall submit to the County an itemized invoice for Services rendered during the prior week in such form and supported by such documents as the County may reasonably require. The county shall process and pay same bi-weekly.

ARTICLE 4. INDEPENDENT CONTRACTOR

In performing the Services under this agreement Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that he will not hold himself out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement.

ARTICLE 6. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, the Vendor covenants and certifies that he will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B, to the extent same are applicable.

ARTICLE 7. TERMINATION

The County or Vendor may, by written notice effective upon mailing, terminate this Agreement at any time upon ten (10) days' notice for convenience. The obligation to pay Vendor for services rendered shall survive any termination of this agreement.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to submitting invoices within 30 days of the effective date of termination.

ARTICLE 8. GOVERNING LAW

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

ARTICLE 9. ENTIRE AGREEMENT

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

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ARTICLE 10. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

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

COUNTY OF OSWEGO

LOUIS R. LOMBARDI, ESQ.

Hon. James Weatherup, Chair
Oswego County Legislature


Louis R. Lombardi, Esq.

RESOLUTION NO. 079

**RESOLUTION AUTHORIZING THE COMMENCEMENT OF LITIGATION
AGAINST BERKSHIRE FARMS AND EARL DAN HOFMANN, SR.
(CRJ vs. Oswego County, et al.)**

By Legislator Roy Reehil:

WHEREAS, the County of Oswego has been sued under the Child Victims Act, CPLR §214-g, by plaintiff CRJ alleging in the complaint, *inter alia*, plaintiff was sexually assaulted while a minor in a foster home in Hannibal in or about 1981 (Index No.: EFC-2021-1008); and

WHEREAS, the County of Oswego has interposed an answer containing denials and raising various affirmative defenses; and

WHEREAS, during the progression of this litigation, the county has learned that the former foster home, alleged to be located in Hannibal referenced in the complaint, upon information and belief, was run or supervised by an agency commonly known and referred to as Berkshire Farm; and

WHEREAS, the plaintiff has alleged in the complaint that Dan Hofmann, Sr., was the foster parent responsible for the sexual assaults; and

WHEREAS, authorizing a third party action over and against Berkshire Farm and Earl Dan Hofmann, Sr., a former foster parent, seeking indemnification and contribution, is in the County's best interests,

NOW, therefore, upon recommendation of this body, it is hereby

RESOLVED that litigation by the County of Oswego for contribution and indemnification in the above-referenced proceeding as against Berkshire Farm Center and Services for Youth, Inc. a domestic charitable corporation with a last known corporate business address at 13640 Route 22 Canaan NY 12029 and with a last known regional address at 1065 James St., Syracuse, NY 13206 and/or any successors, divisions, subsidiaries or affiliates thereof be and is hereby authorized; and, it is further

RESOLVED, that litigation by the County of Oswego for contribution and indemnification in the above-referenced proceeding as against former foster parent Earl "Dan" Hofmann, Sr. a/k/a Earl Daniel Hofmann or Earl Dan Hofmann (DOB: xx/xx/1955) with a last known address of 151 Honey Hill Road #1, Fulton, New York be and is hereby authorized.

ADOPTED BY VOICE VOTE ON MARCH 9, 2023:

YES: 21 NO: 0 ABSENT: 4 ABSTAIN: 0