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OSWEGO COUNTY LEGISLATURE

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104 RESOLUTION AUTHORIZING THE EXECUTION OF AN INTRASTATE MUTUAL AID PROGRAM (IMAP) REIMBURSEMENT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (ERIE COUNTY/BUFFALO – 2022 STORM ASSISTANCE)

105 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF OSWEGO AND THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES, NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

106 RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT R0121 – PULASKI COURTHOUSE

107 RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –RFP 24-BG-001 ARCHITECTURAL & ENGINEERING SERVICES FOR THE EXTERIOR RESTORATION & REPAIR – H. DOUGLAS BARCLAY COURTHOUSE

108 RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0124 COUNTY ROUTE 12 BRIDGE OVER FISH CREEK

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

OSWEGO COUNTY LEGISLATURE

110 RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE- UNAPPROPRIATED FUND BALANCE TO LANDFILL AND TRANSFER STATIONS OTHER EQUIPMENT

111 RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION IN THE HUMAN RESOURCES DEPARTMENT

112 RESOLUTION AUTHORIZING 2024 TAX PROPERTY AUCTION

113 RESOLUTION APPROVING THE EXECUTION OF A CONSULTING AGREEMENT WITH ALEX BOGAWITCH CONCERNING THE ATTIS ETHANOL FULTON PROPERTY

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 086

RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO THE OSWEGO COUNTY LAND BANK CORPORATION BOARD OF DIRECTORS

By: Legislator David Holst:

WHEREAS, the County of Oswego has, heretofore, created a land bank corporation in accordance with the Land Bank Act; and

WHEREAS, the Oswego County Land Bank Corporation recently approved an amendment to their corporate by-laws regarding membership eligibility on the Board of Directors; and

WHEREAS, the Board of Directors is appointed by the Oswego County Legislature; and

WHEREAS, it is necessary to fill certain positions on the Board of Directors at the present time,

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

RESOLVED, that the following individuals be and are hereby appointed as members of the Board of Directors of the Oswego County Land Bank Corporation for a term ending 12/31/25:

Majority leader or designee from the County Legislature or County Resident:
EDWARD GILSON

Minority leader or designee from the County Legislature or County Resident:
FRANK CASTIGLIA

All other directors:
SHANE BROADWELL, CHAIR/PRESIDENT
JIM DOWD, TREASURER
DANIEL BREITWEG, SECRETARY
PAUL STEWART
MARTY WEBSTER
MARK TESORIERO
ANGELA CLEARY
LINDA EGAN

and, it is further

RESOLVED, that the Clerk of the Legislature forward a copy of this resolution to the Secretary of the Oswego County Land Bank Corporation.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 21 NO: 0 ABSENT: 2 ABSTAIN: 2

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 087

A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 1 OF 2024, ENTITLED A LOCAL LAW CREATING THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR THE COUNTY OF OSWEGO

By: Legislator David Holst:

WHEREAS, a public hearing was held on April 11, 2024, and all interested parties having had an opportunity to be heard; and

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

RESOLVED, that Local Law Number 1 of the year 2024 entitled "A LOCAL LAW CREATING THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR THE COUNTY OF OSWEGO" be and is hereby adopted and enacted in its entirety.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

COUNTY OF OSWEGO
LOCAL LAW NUMBER 1 OF 2024
"A LOCAL LAW CREATING THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR THE COUNTY OF OSWEGO"

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

SECTION 1: LEGISLATIVE INTENT AND PURPOSE

The County of Oswego owns various public buildings and technology assets throughout the county, operates an E-911 Center and interoperable radio system as well as its own computer networks. Improvements to the county's systems and networks often involve all or multiple departments and interconnected systems, requiring coordination of vendors, county information technology resources, as well as adherence to organization-wide policies and procedures. This body hereby finds and determines that a single department tasked with general oversight of all technology assets owned, leased or utilized by the County of Oswego will promote governmental efficiency, optimize cybersecurity protection and result in cost savings to the county. The purpose of this enactment is to statutorily consolidate the various information technology related functions and duties heretofore performed by various departments of the County of Oswego a single county department except where otherwise required by law or state/federal regulation. The county changed the name of the Data Processing Department to the Department of Central Services by Resolution Number 265 of 1977. As technology and information needs are constantly evolving, as are heightened network and data security requirements, this body finds that a new department with increased powers and duties will best serve the County of Oswego and its residents in the information and technology arena.

SECTION 2: DEPARTMENT OF INFORMATION TECHNOLOGY CREATED; DEPARTMENT OF CENTRAL SERVICES ABOLISHED

Pursuant to the applicable provisions of the Municipal Home Rule Law, the Oswego County Department of Information Technology is hereby created. The Department of Information Technology shall be responsible for the oversight and operation of the County of Oswego's computer network, systems, hardware and software utilized by the county and its departments and other responsibilities as set forth herein. Upon passage of this enactment creating the Department of Technology, all functions, personnel, duties, agreements and assets of the Department of Central Services be, and are hereby, transferred to the Department of Technology to be supervised by the Director of Information Technology as provided for herein. The Department of Central Services is hereby abolished upon the creation of the Department of Information Technology. To the extent that state or federal regulations require oversight by the state or federal government, the Department of Information Technology shall assist county departments in the implementation and maintenance of those systems only where requested or required (e.g. DMV, NCIC, NYSPIN, e-Justice, CJIS and NYSBOE Cyber-Regulation).

SECTION 3. DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY

A. The Department of Information Technology shall be under the supervision and direction of a Director of Information Technology who shall be appointed by the Oswego County Legislature for a fixed, two-year term to run with the term of the county legislature. The Director of Information Technology shall be responsible for the continuation and performance of all duties and functions heretofore assigned to, and performed by, the Director of Central Services in addition to those duties as enumerated in this Local Law. The Director shall report to the County Administrator as to the day-to-day operations of the department as provided for by Local Law number 6 of 1996, as amended.

B. The salary of the Director of Information Technology shall be fixed by the Oswego County Legislature in accordance with the Management Compensation Plan. In addition, the Director of Information Technology shall be reimbursed actual and necessary expenses incurred in the performance of his or her official duties, upon the audit of same in the manner provided for by law and county policies.

C. A vacancy in the position of Director of Information Technology shall be filled by the Oswego County Legislature for the unexpired term as prescribed by law. The position of Director of Information Technology shall be an unclassified position, as defined by the Civil Service Law of the State of New York with a term of office to run concurrently with that of the Oswego County Legislature. The Director of Information Technology shall holdover in office upon expiration of term with full authority to act until a successor is qualified and appointed.

SECTION 4. GENERAL POWERS AND DUTIES

The Director of Information Technology shall supervise and assign professional, technical, and clerical personnel within the Department of Information Technology and shall be responsible for the day-to -day management and operation of the Department of Information Technology in accordance with sound management principles, the County Legislature's policies, and Civil Service law, and shall have the powers and duties necessary to carry out the functions of the office as set forth herein and such other responsibilities as may from time to time be imposed by resolution of the County Legislature. The Director of Information Technology's general powers and duties shall include, but not be limited to:

A. Developing, managing, and submitting a departmental budget for approval by the County Administrator and County Legislature;
B. Appointing, hiring, laying-off, suspending, disciplining and/or removing any person employed in the Department of Information Technology in accordance with Civil Service Law and/or collective bargaining unit agreements;
C. Establishing and overseeing departmental policies and county computer use policies;
D. Preparing statistical and other reports as required by the County Administrator or the County Legislature and any other appropriate entity;
E. Assigning professional, technical and/or clerical personnel to assist in the department in its operations;

F. Appling for, managing and administering state and federal grant funds pertaining to the Department of Information Technology;

G. Reviewing and approving for purchase software and/or hardware solutions, including information technology consulting engagements, whether on premise or cloud-based, originating with and proposed by all other departments, supported by the Department of Information Technology and over which administrative authority of technology systems is established by this local law.

H. With the consent of the County Legislature and Civil Service Officer, approving the establishment of positions with secondary technology support duties, in any other county department, and upon approval to have co-supervisory authority over such positions, including receiving periodic updates and final say on scope of duties, system access level and scope, and other technology-related duties, as determined by the Director of Information Technology.

I. Preparing a proposed county-wide budget regarding all computer hardware costs, utility costs, maintenance and repair, network costs, software licenses and county telephones on an annual basis.

J. Monitoring the need for improvement, maintenance, and repair of county technological assets and to report as needed to the appropriate committee of the County Legislature.

K. Directing county computer equipment maintenance and repair programs for the county;

L. Ensuring compliance with policies as established by the County Legislature, county administrative policies and New York State laws and regulations regarding county computer networks and other technology-related assets.

M. Developing, delegating and/or approving the preparation of specifications of and the purchase of equipment, software, hardware, software licenses and materials consistent with county departmental needs, NYS General Municipal Law and the county's Procurement Policy.

N. Assisting in the development and preparation of specifications for the solicitation of competitive bids or requests for proposals concerning the Department;

O. To the extent allowed by law, preparing required reports and county departmental records and to maintain same in accordance with county policies;

P. Planning and supervision, as necessary, of the county's computer network, software, telephone/VOIP, servers, and equipment whether by county employees or contractors and cooperate with consultants or state and federal support teams concerning same.

Q. Planning and supervise the maintenance and repair of existing computer networks, phone systems and other technology-related assets on a day-to-day basis;

R. Promulgating IT policies and procedures in accordance with best practices and consistent with county operations with the assistance of the County Administrator and/or County Attorney's Office as may be necessary in the following areas: breach notification procedures (NYS Technology Law); HIPAA, HIPAA HITECH protocols; overseeing and implementing data security, training and awareness for county officers and employees either independently and/or in conjunction with the Department of Human Resources or third parties; maintaining computer hardware, software and data inventories; reviewing and implementing contracts for IT services and service level agreements for county departments and offices; addressing and implementing malware protection; addressing and implementing patch management; implementing suitable access controls; overseeing online banking protocols in consultation with the County

Treasurer to include credit card terminals; maintaining and designing the county's wireless network, firewalls and intrusion detection software; developing and reviewing internet, e-mail and computer use; password security; mobile devices and wireless security policies; implementing physical controls for the county's network; performing information technology contingency planning; performing an annual security self assessment of the county's networks; and recommending a baseline IT Security fundamentals and governance for county departments and employees;

S. To appoint a Deputy Director to serve at the pleasure of the Director if and when said position is created by the County Legislature; and

T. Such other and further powers and duties as required by law or as required by the County Legislature.

SECTION 5. LIMITATION OF POWERS; TERM

Nothing contained herein shall be construed to give the Department of Information Technology authority over the operation of any existing departments, officers, and functions of the County, other than those offices, officers and functions specifically enumerated herein. Nor shall the Department of Information Technology have any authority over programs maintained by public or private agencies not under the jurisdiction of the County of Oswego. The final determination as to the establishment or manner of operation of the Department of Information Technology operations, the funding thereof and the extent of county participation, if any, in each matter shall be made by the Oswego County Legislature with the advice of the County Administrator.

SECTION 6. SEVERABILITY

If any part of this Local Law or the application thereof to any person or circumstance should be adjudged to be invalid by any Court of competent jurisdiction, such judgment shall be confined in its operation to the application, part or provision of this Local Law directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the rest and remainder of this Local Law or the application thereof to other persons or circumstances and the Oswego County Legislature hereby declares that it would have passed this Local Law or the remainder of it had such invalid application or provision been apparent.

SECTION 7: SEQRA DETERMINATION

The County Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this local law constitutes a Type II action pursuant to Section 617.5(c)(26) and/or (33) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York State Environmental Conservation Law as constituting routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment and adoption of regulations, policies, procedures and local legislative decisions in connection with any action under 617.5. The Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance as, may be necessary, in accordance with this local law.

SECTION 8: EFFECTIVE DATE

This Local Law shall take effect upon its adoption and being duly filed with the New York Secretary of State and Oswego County Clerk as provided by the Municipal Home Rule Law.

RESOLUTION NO. 088

RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION IN THE COUNTY CLERK'S OFFICE

By: Legislator David Holst:

WHEREAS, a review of workload, staffing, and constituent services has been conducted; and

WHEREAS, the County Clerk has identified the need to better reflect the duties of the personnel who perform key administrative responsibilities of the Department in order to continue to ensure the delivery of efficient and effective services; and

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

RESOLVED, that position #141121204, Senior Motor Vehicle Clerk, Grade 6, CSEA Bargaining Unit, be reclassified to a Principal Motor Vehicle Clerk, Grade 9, in the same CSEA Bargaining Unit; and be it further

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

OSWEGO COUNTY LEGISLATURE

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY CLERK'S OFFICE

46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126
Phone 315-349-8621 315-349-8383 (Fax)

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

MATHEW F BACON
DEPUTY CLERK
DIANE PAROW
DEPUTY CLERK OF MOTOR
VEHICLES

NANCY L. BELCHER
DEPUTY CLERK OF
OPERATIONS

Date: April 11, 2024

To: Members of the Finance and Personnel Legislative Committee

From: Terry M. Wilbur, County Clerk

Informational Memorandum

Subject: Request for authorization to reclassify one position in the County Clerk's Office.

Purpose: To streamline duties in both the County Clerk's Office along with Department of Motor Vehicles we have reevaluated the job duties of the Senior Account Clerk. As a result, it has become apparent that we need to move some daily and weekly accounting duties to Motor Vehicle. This has led to the request for a Principal Motor Vehicle Clerk.

Summary: With the County Clerk's Office focusing on better serving our constituents along with helping modernize the office this reclass is needed to meet the new demands for our department. The position of Principal Motor Vehicle Clerk is going to rectify a couple of issues that I have seen arise since becoming County Clerk. Not only is this going to put into place more continuity on the accounting side it is going to make sure we have better customer service and knowledge base for our Motor Vehicle Clerk's. The Principal Motor Vehicle Clerk not only will help with the daily and weekly accounting/reporting at all three Motor Vehicles it will also be a position that will help with our continuing education program for our Motor Vehicle Clerk's. This position will also work as a floating supervisor should an absence occur in the supervisor position in any of the motor vehicle offices.

Recommended Action: To authorize the proposed reclassification of the Senior Motor Vehicle position (CSEA Grade 6) to Principal Motor Vehicle Clerk (CSEA Grade 9) within the County Clerk's Office.

Fiscal Impact: The most recent individual to hold this position was paid $19.46/hr as a Senior Motor Vehicle Clerk. The proposed change would start the Principal Account Clerk at $22.26/hr. The annual salary difference $5,096.00 which will be absorbed from vacancies in line 1411-511000.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: **County Clerk** **DIVISION/UNIT (NUMBER):** 1411

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: Sr Motor Vehicle Clerk 2. Position #: 141121204

3. Present Salary/Hourly Rate: $19.46 Grade: 6

4. Requested Title: Principle Motor VehicleClerk

5. Requested Salary: _____

   a. Bargaining Unit: CSEA Hourly Rate: $22.26 Grade: 9

   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): *The job duties for this position align more closely with that of a Principle Motor Vehicle Clerk compared to a Senior Motor Clerk. Currently this position is tasked with balancing daily deposits, going to the bank, overseeing motor vehicle clerks. The new positon would also take over all training to keep up with new york state requirments, daily ledger entries for tracking of all sales tax, weekly balancing and transfer of money to the state. tracking and reconciling bad checks. Overseeing all dealer transactions, recruitment and lianson with all auto dealers. backup for all payroll duties. This postion requires a higher level of accounting and fiscal knowledge in relation to motor vehicle transactions.*

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	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION
County Clerk		

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: *Principle Motor Vehicle Clerk*

PERCENT OF WORK TIME	
5%	*unlocking and locking of office,work stations and desk drawers, setting up of drawers for clerks at the beginning and end of work day.*
15%	*Balancing of daily deposits for all motor vehicle clerks,running all reports and reconciling all paperwork with New York State . taking deposits to the bank.*
10%	*Empty and take care of DMV daily envelopes from all three dmv offices, sort and track DMV sales tax documents, lock reports, deposit slips Tracking and collecting of bad checks, reconciling ledger and sending to the state if uncollectable..*
10%	*Daily ledger entries for tracking of sales tax, reconcile with state sales tax account,.transfer sales tax money and motor vehicle fees to the state weekly and receipt county portion*
25%	*Oversee all training for motor vehicle employees reagarding New York State requirments,county work procedure's and job functions*
20%	*Oversee all auto dealer transaction and is a dedicated contact for all dealers. Has constant contact with auto dealerships to maintain good customer service and activly recuits new dealerships for increase business.*
5%	*Oversee all corporate fleet accounts, issues checks and maintains checkbook, keeps in contant contact to maintain good customer service*
5%	*Acts as a floater for senior motor vehhicle clerks, runs and oversees office in their abscense,.answers general questions and needs of motor vehicle clerks.*
2%	*Inventory all license plates and verify with plate report. Account for all plates to the state.Recieves and sorts license plates and pre numered stickers and documents., Inventory and orders all office supplies*
3%	*Acts as backup to Deputy of Motor vehicles for timesheets and payroll entering. Acts as a general backup for all duties of the Deputy of Motor vehicles in her absence..*
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
Nancy Belcher	Dep. Co. Clerk of Operations	Direct
Diane Parow	Dep. Co. Clerk of Motor Vehicles	Direct

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

NAME	TITLE	TYPE OF SUPERVISION
numerous	Sr. Motor Vehicle Clerk	Direct
numerous	Motor Vehicle Clerk	Direct

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

NAME	TITLE	LOCATION OF POSITION

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

Education: ☒ **High School** 4 **years**

☐ **College** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type): *Clerical*

Essential knowledge, skills and abilities:

Type of license or certificate required:

7. **The above statements are accurate and complete.**

Date: **Title:** **Signature:**

CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER

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

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date: **Signature:**

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)				

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 89

RESOLUTION AUTHORIZING INCREASE IN WITNESS FEES FOR THE PUBLIC DEFENDER'S OFFICE

By: Legislator David Holst:

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

WHEREAS, the Public Defender's Office does not have sufficient funds to cover witness fees for representation and courtroom trials of the indigent accused of crimes; and

WHEREAS, the proposed addition $50,000.00 for witness would assist the office in its mission of representing indigent clients so a competent defense can be raised during litigation and ultimately trial; and this request having been reviewed by the County Administrator with a recommendation to provide such funding; and

NOW, upon recommendation of the Government and Courts and Consumer Affair Committee with approval of the Finance and Personnel Committee of this body, be it

RESOLVED, that the requested funding of $50,000.00 be approved for witness fees in the Public Defender's Office; and be it further

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification **Res. 089 of 2024**

A1171 511000	**($50,000.00)**
A1171 543200	**$50,000.00**

LOUIS R. LOMBARDI
PUBLIC DEFENDER

OSWEGO COUNTY
PUBLIC DEFENDER'S OFFICE

COUNTY BUILDING
44 E. BRIDGE STREET, SUITE 301
OSWEGO, NEW YORK 13126
(315) 746-4210
www.oswegocounty.com

TO: **Philip Church, County Administrator**
FROM: **Louis R. Lombardi, Public Defender**
DATE: **03/04/2024**
RE: **Budget Modification – Witness Fees**

INFORMATIONAL MEMORANDUM

SUBJECT:
Budget Modification to move funds from Salaries & Wages to Witness Fees.

BACKGROUND:
The Public Defender's Office represents indigent individuals within the County of Oswego. To provide our clients with an adequate defense, expert witnesses and professional evaluations are necessary.

FISCAL IMPACT:
Increase the Witness Fees account by $50,000.00 with funds currently allocated to Salaries & Wages. There will be no net county impact for 2024 as this funding is already allocated to the PD office, and there are several vacant positions. The costs associated with Witness Fees are reimbursed by NYS Indigent Legal Services.

RECOMMENDATION:
Approve this budget modification moving $50,0000 from Salaries & Wages (A1171.511000), allocating it to the Witness Fees expense account (A1171.543200).

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A1171	511000					Salaries & Wages	(50,000.00)
			A1171	543200		Witness Fees	50,000.00
						To increase the Witness Fees line in the PD Budget	

Louis R. LaMendola 3/4/2024
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR 3 31 24
DATE

Dan Kelly 4-1-24
CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

RESOLUTION NO. 090

A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 2 OF 2024, ENTITLED A LOCAL LAW AUTHORIZING ADMINISTRATIVE DWI SUPERVISION FEES PURSUANT TO NEW YORK STATE EXECUTIVE LAW §257-c

By Legislator Marc Greco:

WHEREAS, a public hearing was held on April 11, 2024 and all interested parties having had an opportunity to be heard,

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

RESOLVED, that Local Law Number 2 of the year 2024 entitled a Local Law "AUTHORIZING ADMINISTRATIVE DWI SUPERVISION FEES PURSUANT TO NEW YORK STATE EXECUTIVE LAW §257-c" be and is hereby adopted and enacted in its entirety.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

COUNTY OF OSWEGO
LOCAL LAW 2 OF 2024
AUTHORIZING ADMINISTRATIVE DWI SUPERVISION FEES AS PURSUANT TO NEW YORK STATE EXECUTIVE LAW §257-c

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

Section 1. TITLE

This local law shall be known as the "DWI Supervision Fee Local Law."

Section 2. LEGISLATIVE INTENT

Pursuant to New York State Executive Law §257-c the County of Oswego has the power to collect a probation administrative fee from those individuals currently serving probation or who shall be sentenced to a period of probation upon conviction of any crime under Article 31 of the Vehicle and Traffic Law in relation to alcohol and drug-related motor vehicle matters to reimburse the costs of probation supervision provided by the Oswego County Department of Probation. The Oswego County Legislature finds it to be in the best interests of the County of Oswego to permit the Probation Department to collect such fees.

Section 3. ADMINISTRATIVE FEES

A. An individual currently serving probation, including interim probation, or who shall be sentenced to a term of probation upon conviction of a crime under Article 31 of the Vehicle and Traffic Law shall pay to the Oswego County Probation Department an administrative fee of thirty dollars ($30.00) per month.

B. The Department of Probation, with the express approval of the Director of Probation, shall waive all or a portion of such fee where because of the indigence of the probationer, in the Director's sole opinion, the payment of said fee during any given month or months would cause an unreasonable hardship upon the person on probation, their immediate family or any other person who is dependent upon the probationer for financial support. Within thirty (30) days of the adoption of this local law, the Director of Probation shall establish specific criteria (including what supporting documentation is necessary) for determining what constitutes indigence or unreasonable hardship for a probationer seeking a waiver of all or a portion of said fees under this local law.

C. The administrative fee authorized by this local law shall not constitute nor be imposed as a condition of probation.

D. In the event of non-payment of any fees which have not otherwise been waived, the County of Oswego may seek to enforce payments in any manner permitted by law for enforcement of a debt. The provisions of subdivision 6 of §420.10 of the Criminal Procedure Law shall govern for purposes of collection of the administrative fee.

Section 4. FEE USAGE

Fees collected pursuant to this local law shall be utilized for probation services by the Oswego County Probation Department. Such monies shall not be considered by the Division of Criminal Justice Services when determining state aid pursuant to New York State Executive Law §246, and shall not be used to replace federal funds otherwise utilized for probation services.

Section 5. ACCOUNTING

A. The Oswego County Probation Department shall collect and maintain data on a monthly basis regarding the number and amount of fees imposed hereunder, any delinquencies in payment, fees waived and fees collected.

B. The Oswego County Probation Department shall submit all fees collected in accordance with general county accounting principles to the County Treasurer's Office at least once per month.

Section 6. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this local law or its application to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order of judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or its application to the person or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 7. AUTOMATIC SUNSET

Should New York State Executive Law §257-c be amended to discontinue the state authorization for the fee authorized herein, or sunset on its own terms, this law shall sunset consistent therewith without further action by the Oswego County Legislature.

Section 8. LOCAL LAW NUMBER 7 OF 2002 SUPERSEDED BY THIS ENACTMENT

Local Law number 7 of the year 2002 regarding Probation Administrative Fees for DWI Supervision be and is hereby **SUPERSEDED** upon the enactment of this local law.

SECTION 9. SEQRA DETERMINATION

The County Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this local law constitutes a Type II action pursuant to Section 617.5(c)(26) and/or (33) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York State Environmental Conservation Law as constituting routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment and adoption of regulations, policies, procedures and local legislative decisions in connection with any action under 617.5. The Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance as, may be necessary, in accordance with this local law.

Section 10. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the New York State Secretary of State pursuant to Municipal Home Rule Law §27.

RESOLUTION NO. 091

A RESOLUTION ADOPTING COUNTY OF OSWEGO LOCAL LAW NUMBER 3 OF 2024, ENTITLED OSWEGO COUNTY TRAFFIC DIVERSION PROGRAM LOCAL LAW

By Legislator Marc Greco:

WHEREAS, a public hearing was held on April 11, 2024, and all interested parties having had an opportunity to be heard,

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

RESOLVED, that Local Law Number 3 of the year 2024 entitled OSWEGO COUNTY TRAFFIC DIVERSION PROGRAM LOCAL LAW be and is hereby adopted and enacted in its entirety.

ADOPTED BY ROLL CALL VOTE ON APRIL 11, 2024:
YES: 18 NO: 5 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

COUNTY OF OSWEGO
LOCAL LAW NUMBER 3 OF 2024
OSWEGO COUNTY TRAFFIC DIVERSION PROGRAM LOCAL LAW

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

SECTION 1. PURPOSE AND INTENT

A. The Office of the Oswego County District Attorney prosecutes offenses of the New York State Vehicle & Traffic Law in the city, town and village courts within the County of Oswego. A large portion of these offenses result from poor decision making and/or bad driving habits which endanger the public safety. Many of these drivers would benefit from a driver safety education program which would improve their driving habits and thereby increase public safety upon public roadways within the County of Oswego. While former district attorneys may have utilized an informal traffic diversion program over the years, it is determined that a local law to formalize same is both necessary and proper.

B. The intent of this local law is to authorize and establish a traffic diversion educational program for eligible persons referred by the District Attorney and guidelines hereby authorized to be instituted by the District Attorney, to provide for an educational program under State authority authorizing local governments to provide for the safety and well-being of persons within the County of Oswego. This body finds and determines that the establishment of a traffic diversion program would improve public safety by referring motor vehicle operators charged with certain violations of the NYS Vehicle & Traffic Law for participation in a diversion program. The diversion program created hereunder would include mandating defensive and safe driving courses for persons charged with certain offenses under the NYS Vehicle & Traffic Law. The Traffic Diversion Program will be a voluntary educational program with the goal to promote and improve safety of the roads within the County of Oswego by way of educating motorists facing traffic offenses on driver safety and the rules of the road.

SECTION 2. ESTABLISHMENT OF TRAFFIC DIVERSION PROGRAM

A. In order to effectuate the orderly administration of government, maintain order and protect the safety, health and well-being of persons and property, especially as concerns public roadways, within the County of Oswego, this body finds and determines that it is in the best interests of the County of Oswego to establish a Traffic Diversion Program ("Program") and the same is hereby established.

B. The District Attorney be and is hereby authorized, pursuant to the home rule authority granted to the County of Oswego under Municipal Home Rule Law §10 and section 700(1) of the New York County Law, to establish written guidelines for the Traffic Diversion Program to address: (i) eligibility for participation in the Program; (ii) the application process for eligible persons to participate in the Program; and (iii) the

education contents of the Program.

C. The District Attorney's Office is authorized to administer all non-financial aspects of the Traffic Diversion Program in order to effectuate the intent and purpose of this law except as otherwise authorized or required herein.

D. The District Attorney's Office shall maintain Traffic Diversion Program records in accordance with New York State County Law §700(7).

E. The Oswego County Treasurer is authorized to accept all financial payments, as set forth herein, for individuals deemed eligible by the District Attorney's Office to participate in the Traffic Diversion Program.

F. Any disbursements by the County Treasurer of such financial payments made pursuant to this local law, including but not limited to, disbursements to county departments and offices and/or to other municipalities shall be as authorized by resolution(s) of the County Legislature.

SECTION 3. PROGRAM ADMINISTRATION

The District Attorney in and for the County of Oswego be and is hereby authorized to establish and utilize a traffic diversion program and shall have full and complete discretion over the administration of the program and eligibility except as provided for herein and to enter into a contract or contracts in furtherance of same.

SECTION 4. ADMINISTRATIVE FEE

A. The Oswego County Treasurer or District Attorney are authorized to collect an administrative fee of TWO HUNDRED FIFTY DOLLARS ($250.00) for alleged New York State Vehicle & Traffic Law infractions and/or THREE HUNDRED FIFTY DOLLARS ($350.00) for alleged New York State Vehicle & Traffic Law misdemeanors for an individual's voluntary participation in the Traffic Diversion Program. In the case of demonstrated financial hardship, the District Attorney's Office, or any vendor contracted on its behalf, shall have the authority to waive all or part of such administrative fee for the Program.

B. The Oswego County District Attorney's Office, or any contracted provider on behalf of District Attorney's Office, shall collect the administrative fee and, thereafter, the Oswego County District Attorney's Office shall forward said funds in accordance with county fiscal policies to the Oswego County Treasurer's Office. If a third-party provider is utilized, the funds forwarded to the County Treasurer shall be less any fees or costs charged by that provider.

C. Pursuant to this local law, the District Attorney shall periodically review the costs of this program to ensure the administrative fee imposed herein reasonably reflects the costs associated with conducting the Traffic Diversion Program.

SECTION 5. FEE DISBURSEMENT

A. The administrative fee shall be shared by the County of Oswego, the District Attorney's Office and the city, town or village which had jurisdiction over the Vehicle & Traffic ticket(s)/offense(s) that was/were the reason for referral to the Program.

B. Thirty-four percent (34 %) of the administrative fee shall be retained by the County of Oswego to be paid into the General Fund; Thirty-three percent (33%) of the administrative fee shall be placed in an custodial account in the District Attorney's Office budget to be designated Traffic Diversion Revenue to defray general prosecution, investigation, training and related prosecution expenses said account not to exceed **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** at any given time and, should the account exceed said balance, any overage shall be paid to the County of Oswego; and Thirty-three percent (33%) shall be distributed and paid at least quarterly to the city, town or village where the traffic tickets/offenses originated.

SECTION 6. APPLICABILITY

This local law shall apply to eligible traffic offenses occurring on or after the effective date of this local law however this program is voluntary for the offender and the District Attorney's Office shall retain sole discretion as to whether certain offenses or circumstances (e.g. repeat offender, other charges) are eligible for diversion.

SECTION 7. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this law, or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 8. REVERSE PREEMPTION

This local law shall be null and void on the date that statewide legislation goes into effect, incorporating either the same or substantially similar provisions under the New York State Vehicle & Traffic Law as are contained in this local law, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Oswego. The County Legislature may determine via mere resolution whether or not identical or substantially similar statewide or federal legislation has been enacted for the purposes of triggering the provisions of this section.

SECTION 9. ADMINISTRATIVE LIABILITY

Neither the County of Oswego, nor any officer, agent, or employee thereof, shall be personally liable for any damage resulting from any official determination, order or action required or permitted by or under this local law.

SECTION 10. SEQRA DETERMINATION

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(26), (33) and/or (35) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York State Environmental Conservation Law as routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on the Type II list; and, civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion. The Clerk of the Legislature is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance as may be necessary in accordance with this local law.

SECTION 11. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State in accordance with sections 20, 21 and 27 of the New York State Municipal Home Rule Law.

RESOLUTION NO. 092

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ADVENT FINANCIAL SYSTEMS, LLC (TRAFFIC DIVERSION PROGRAM)

By Legislator Marc Greco:

WHEREAS, the County of Oswego has adopted a Traffic Diversion Program Local Law to improve outcomes for routine Vehicle & Traffic infractions, improve public safety and lessen the administrative burden upon the District Attorney's Office and local courts; and

WHEREAS, Advent Financial System, LLC possesses suitable skills and experience to assist the District Attorney's Office in this regard and has been determined to be a sole source vendor by the Purchasing Department; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the District Attorney be and is hereby authorized a contract substantially in the form of the annexed draft agreement with Advent Financial Systems, LLC, a Kentucky limited liability company, 400 Ring Road, Suite 162, Elizabethtown, Kentucky 42701 for the provision of traffic diversion program educational and related services.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 18 NO: 5 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Advent Financial Systems, LLC Subscription Agreement

DRAFT

(Oswego County District Attorney's Office – Traffic Diversion Program)

THIS SUBSCRIPTION AGREEMENT (**"Agreement"**) made and entered into this _____day of March, 2024, by and between **Advent Financial Systems, LLC, a Kentucky limited liability company,** 400 Ring Road, Suite 162, Elizabethtown, Kentucky 42701 (**"Advent"**), and the Oswego County District Attorney's Office, Oswego County Public Safety Center, 39 Churchill Road, Oswego, NY 13126 (**"Subscriber"**).

WHEREAS, Advent owns and maintains a software program designed to aid Prosecutors, Courts, and other appropriate law enforcement agencies with operating an online alternative resolution program. The Advent eLearning platform includes a mailing service, access to an online offense specific education library, an online tracking and monitoring platform, and payment processing functionality. All educational programs that are automatically made available to the Subscriber via eLearning can be found in Exhibit A. (herein referred to as the "**Service**").

WHEREAS, eLearning programs are available online; and

WHEREAS, the Subscriber desires to subscribe to and avail itself of the eLearning Platform.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein provided, the parties agree as follows:

1. License Grant & Restrictions

Advent hereby grants to Subscriber a non-exclusive, non-transferable, right to use the Service, solely for the Subscriber's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Subscriber are reserved by Advent and its licensors.

Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any of its content in any way; (ii) modify or make derivative works based upon the Service or its content; (iii) create Internet "links" to the Service or "frame or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. The Subscriber will be authorized to grant User licenses to employees and authorized personnel, the number of which is established in Exhibit A. Such User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and

no longer use the Service.

Subscriber may use the Service only for its internal purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2. Fees

Subscriber shall receive the service for no charge; the service is offender paid. To participate in any eLearning program the offender shall pay all fees or charges to their account in accordance with the fees, charges, and billing terms set out on **Exhibit A**, which is attached hereto and made a part of this Agreement. Alternatively, Subscriber can operate an agency funded program, whereby Advent will invoice the Subscriber on a monthly basis for services rendered. Advent reserves the right to modify its fees and charges and to introduce new charges at any time, upon no less than thirty (30) days prior notice to Subscriber, which notice may be provided by email or written notice. Subscriber shall have the right to terminate this Agreement immediately in the event of an increase in fees and charges by written notice to Advent.

3. Privacy & Security; Disclosure

Advent Financial Systems respects your privacy. Advent utilizes 128-bit encryption and maintains a secure socket layer (SSL) certificate to protect the integrity of Subscriber information. Information may be released when legally required or permitted in connection with litigation, fraud investigation, or in affiliation with business sales or purchases. Advent reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Advent will notify all users of the Service, via e-mail, of important announcements regarding the operation of the Service. Subscriber agrees that Advent can disclose that Subscriber uses the Service and can disclose which edition of the Service that Subscriber is currently using.

4. Subscriber Responsibilities

Subscriber is responsible for all activity occurring under its User licenses/ID's referred to in Exhibit A and shall abide by all applicable local, state, and national laws in connection with Subscriber's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Subscriber shall: (i) notify Advent immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Advent immediately and use reasonable efforts to immediately cease any copying or distribution of content that is known or suspected by Subscriber or Subscriber's office staff; and (iii) not impersonate another Advent Subscriber or provide false identity information to gain

access to or use the Service.

5. Account Information and Data

Subscriber shall have sole responsibility for the accuracy of any data, information or material that Subscriber submits to the Service in the course of using the Service ("Customer Data"). Subscriber shall be further responsible for the quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Customer Data. Upon written request by Subscriber, Advent will provide to Subscriber on an annual basis, all Customer Data in electronic format. In the event this Agreement is terminated, Advent will make available to Subscriber a file of the Customer Data within thirty (30) days of termination if the Subscriber so requests at the time of termination.

6. Intellectual Property Ownership

Advent (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to Advent's technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party relating to the Service. This Agreement is not a sale and does not convey to Subscriber any rights of ownership in or related to the Service, Advent's technology or the Intellectual Property Rights owned by Advent. The Advent name, the Advent logo, and the product names associated with the Service are trademarks of Advent or third parties, and no right or license is granted to use them.

7. Term

The license granted to the Subscriber under this Agreement will remain in effect for twelve (12) months, with up to four (4) additional one-year renewals. The license will stay active until the subscriber gives the other party a sixty (60) day notice of termination. In the event this Agreement is terminated without cause Advent will make available to Subscriber all Customer Data in a workable, comma delimited, flat-file format within 10 working days of the termination.

8. Termination for Cause

During the term of this Agreement, any unauthorized use of Advent's technology or Service will be deemed a material breach of this Agreement. Advent, in its sole discretion, may terminate Subscriber's password and use of the Service if Subscriber breaches or otherwise fails to comply with this Agreement. In the event of such termination, Advent will make available to Subscriber all Customer Data in a workable, comma delimited, flat-file format within 5 working days of the termination.

If Subscriber determines that Advent has breached this Agreement by reason of its failure to perform the Service as herein provided, and if Advent fails to cure such breach within thirty (30) days following written notice from Subscriber describing such

breach, the Subscriber shall have the right to terminate this Agreement for cause. Advent acknowledges that the information provided to Advent is sensitive and confidential and that employees of Advent who have access to the Subscriber's information must meet high standards of honesty and integrity. Advent grants to the Subscriber the right to examine the personnel records of the employees of Advent as may be reasonably requested by the Subscriber on the condition that the Subscriber maintains the confidentiality of such records.

If the Subscriber determines that any employee of Advent does not meet the high standards of honesty and integrity required by the Subscriber and if, after notice, Advent fails, within thirty (30) days thereof, to protect the Subscriber's information from such employee, the Subscriber may terminate this Agreement for cause.

9. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Advent represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Advent help documentation under normal use and circumstances. Advent represents that it bonded with a good and reliable insurance company for coverage up to $250,000. Advent will deposit a copy of the current bond with the Subscriber. Subscriber represents and warrants that Subscriber has not falsely identified itself nor provided any false information to gain access to the Service and that the billing information is correct.

10. Internet Delays

Advent's Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Advent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

11. Governing Law; Remedies

This Agreement has been executed in the State of New York and this Agreement shall be governed by New York law and controlling United States federal law, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of Oswego County New York or where applicable at the U.S District Court for the Northern District located in Syracuse, New York.

12. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Subscriber and its users acknowledge and agree that the site shall not be

used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated National or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Subscriber agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

13. Independent Contractor

In providing Services hereunder Advent shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the Subscriber. As an independent contractor, Advent shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for Advent's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Advent covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the Subscriber, 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 of Oswego 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.

14. Assignment and Subcontracting

Advent shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the Subscriber. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any Services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the Subscriber shall be subject to all of the terms and conditions of this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the law.

15. Books and Records

Advent agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all revenues received and costs expended in the performance of this Agreement.

16. Retention of Records

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

17. Insurance and Statutory Compliance

In acceptance of this Agreement, Advent covenants and certifies that it will comply, in all respects, with all federal, state and county laws regarding work for municipal corporations including, but not limited to, New York State Workers' Compensation Law sections 57 (or provide a certificate of exemption CE-200), and state and federal non-discrimination laws in the performance of services hereunder.

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

18. Sales and Compensation Use Taxes

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

19. Non-Discrimination Requirements.

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

20. Notices

Advent and the Subscriber shall provide any notices to the respective signatory of this Agreement in writing in care of the address listed hereinabove.

21. No Waiver

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver

of any subsequent breach or default in any of such terms, covenants, or conditions

22. Modification

The failure of either party to this Agreement to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

23. Severability

If any clause, sentence, paragraph, subdivision, section or part of this law, or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

24. Entire Agreement

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

ADVENT:	**SUBSCRIBER:**
ADVENT FINANCIAL SYSTEMS, LLC	Oswego County District Attorney's Office
By: _____	By: _____
Title: _____	Title: Oswego County District Attorney
Date: _____	Date: _____

Exhibit A

Subscription & Fee Schedule

Advent Financial Systems, LLC Services

- eLearning
  Online application to manage alternative resolution programs

  - Includes:
    - Access to all education programs (see price schedule below)
    - Unlimited user access to the program
    - Yearly subscription to application
    - Printing and mailing of program communications
    - Funds Management
    - Maintenance and security

  - Pricing Schedule of Education Programs:
    - Traffic Safety $40
    - Defensive Driving $50

Oswego County Scope of Work – EXHIBIT A

Overview:
This Statement of Work (SOW) outlines the scope, objectives, and deliverables for the implementation of the Traffic Diversion Program for Oswego County District Attorney.

Advent will configure an online process to facilitate (and accommodate) the district attorney's process for traffic diversion. This process will include online registration, traffic safety education, payment processing, notifications, and electronic reporting.

Objectives:
1. Develop and implement a traffic diversion program for the Oswego County Traffic Diversion Program.
2. Enable an end-to-end process for defendant registration, driver improvement program, fee processing, handling and distribution, and electronic disposition compliance reporting.
3. Traffic Program Awareness cards/marketing.
4. Client training and support.
5. Defendant live support.
6. Client Success Manager support.

End-to-End Process:
1. 1.Defendant accesses the DAO website to learn about the Traffic Diversion Program:https://www.oswegocounty.com/departments/public_safety/district_attorney/index.php
2. Defendant clicks on "Register for Traffic Diversion Program" (Advent assigned HTML traffic link).
3. Defendant fills out the registration page and submits it.
4. Defendant pays for traffic course $50/ DA program fee $250.
5. Defendant completes driver improvement program.
6. Once completed, the dispo document/compliance is sent electronically to the selected justice court electronically.
7. DAO fees are provided via ACH or Live Check to the County with justice court breakdown.

Deliverables:
1. Configure account.
2. Implementation of end-to-end process.
3. Training materials for client use.
4. Ongoing support during and after implementation.

Program Awareness
Our Marketing department can assist in developing awareness materials that will help you successfully launch the program into your community with the assistance of your law enforcement personnel, defense attorneys, courts and others.
Client Support
As you go live with your program, you will be assigned a Customer Success Manager (CSM) who will lead in managing your account to ensure your continued success. You will also have access to a dedicated (ticketed) Client Services department to quickly investigate and resolve any issues that you may encounter

with immediate support via telephone, Internet or chat.

Defendant Support

Finally, the defendants in your programs have around-the-clock (ticketed) support via a dedicated Help Desk group to support their use of our online technologies using most any Internet-compatible devices. Our bilingual operators are available via dedicated 800 telephone numbers, a centralized ticketing system, and context-determined live chat dialogs throughout the technologies.

Client Support Line: (866) 203-2807
Defendant Support Line: (866) 494-8556
Email Support: help@adventfs.com

Contact Information

Advent Financial Systems
Anthony Miller, Sales Manager
amiller@adventfs.com

Angela Coker, Sales Engineer
acoker@adventfs.com

Kristen Larson, Client Success Manager
klarson@adventfs.com

RESOLUTION NO. 093

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S OFFICE TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE) TO AUTOMOTIVE SUPPLIES AND REPAIR (ROAD DIVISION)

By Legislator Marc Greco:

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

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

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification	**Res. 093 of 2024**
A1325 426800	**($10,313.01)**
A3110 544100	**$10,313.01**

OSWEGO COUNTY SHERIFF'S OFFICE

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

DONALD R. HILTON
SHERIFF

JOHN F. TOOMEY
UNDERSHERIFF

CIVIL DIVISION
(315) 349-3302
FAX (315) 349-3373
1-800-562-7583
JAIL DIVISION
(315) 349-3300
FAX (315) 349-3349

39 Churchill Road, Oswego, New York 13126-6613

INFORMATIONAL MEMORANDUM

DATE: March 13, 2024

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 $ 10,313.01 into Automotive Supplies and Repair (A3110.544100) to repair one 2018 Police Interceptor Ford Explorer that collided with an earth embankment.

Attached is a copy of the claim check sent from New York Mutual Insurance Reciprocal.

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

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 2/29/24 CHECK NO. **0000136971**

Description	Check Amount
Claim No: OSWEG-2024-003-001, Commercial Automobile Collision, Invoice No: Patrol veh 5027 First and Final - Claimant: Oswego County DOL: 1/28/2024, Sheriff veh 5027 repair plus tow	$10,313.01
CHECK TOTAL	$10,313.01

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

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE
ALBANY, NY 12210

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

CHECK NO. **0000136971**

29-7/213

DATE 2/29/24

PAY: *Ten thousand three hundred thirteen and 01/100 Dollars*

TO THE ORDER OF **OSWEGO COUNTY**

CHECK AMOUNT $*****10,313.01

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

SIGNATURE HAS A COLORED BACKGROUND

⑈0000136971⑈ ⑆021300077⑆ 325680004174⑈

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A1325	426800					Insurance Recovery	(10,313.01)
			A3110	544100		Automotive Supplies and Repair	10,313.01

4/1/24
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

3 31 24
COUNTY ADMINISTRATOR DATE

4/1/24
CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 094

RESOLUTION AUTHORIZING OSWEGO COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER A SERVICE CONTRACT WITH FINGER LAKES PARALEGAL SERVICES

By Legislator Marc Greco:

WHEREAS, due to changes in bail/discovery reform, as well as the increased opportunities within the legal profession, District Attorney Offices across New York have been losing attorneys over the past several years. Given the staffing changes and challenges currently facing the DA's Office and which are likely to continue facing this coming year, we need to find ways to use our software to streamline everything we do in a much more consistent and efficient manner; and

WHEREAS, the Oswego County District would like to hire a consultant who specializes in one of our key software products, Prosecutors Case Management System (PCMS) that helps us manage all cases in the Oswego County District Attorney's Office; and

WHEREAS, a budget modification transferring funds from the Appropriated Fund Balance to the District Attorney's Other Fees & Services accounts is necessary to cover the cost of these necessary consultation services; and

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

RESOLVED, that Oswego County will enter into a contract for the service suggested; and

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds $9,500 from A.159900 (Appropriated Fund Balance) to account A1161-54300 (Other Fees and Services)

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be their authority to make such changes.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification **Res. 094 of 2024**

A1165 54300	**$9,500.00**
A 159900	**($9,500.00)**

PUBLIC SAFETY CENTER
39 CHURCHILL ROAD
OSWEGO, NY 13126

TELEPHONE: (315) 349-3200
FAX: (315) 349-3212

Office of the District Attorney

LOUIS H. MANNARA
CHIEF ASSISTANT
DISTRICT ATTORNEY

ANTHONY J. DIMARTINO, JR.
DISTRICT ATTORNEY / CORONER

JASON R. DELANO
INVESTIGATOR

TO: Members of the Public Safety and Finance and Personnel Committee

FROM: Anthony J. DiMartino, Jr., District Attorney, District Attorney's Office

RE: Request to enter a contract for services with Finger Lakes Paralegal Services

DATE: March 14, 2024

PURPOSE: To hire a consultant who specializes in one of our key software products, Prosecutors Case Management System (PCMS) that helps us manage all cases in the Oswego County District Attorney's Office. Due to changes in bail / discovery reform, as well as the increased opportunities within the legal profession, District Attorney Offices across New York have been losing attorneys over the past several years. Given the staffing changes and challenges currently facing the DA's Office and which are likely to continue facing this coming year, we need to find ways to use our software to streamline all work production and tasks with less on a more consistent and efficient manner.

SUMMARY: The Oswego County District Attorney's Office requests permission to enter a contract with Finger Lakes Paralegal Services for consulting and training services and the funds necessary as noted on the attached budget modification. This consultant will review and evaluate our current processes and procedures, including our partner Law Enforcement Agencies. She will work with us to develop new processes to streamline the use of PCMS and our other office functions to run more efficiently. She will then do in-depth training for all staff in the District Attorney's Office and law enforcement as needed on PCMS so that everyone completes tasks in a consistent manner.

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

FINGER LAKES
PARALEGAL SERVICES

414 Fairview Avenue
Hornell, New York 14843
(607) 281-7428

*** *NYS Certified Woman Owned Business*

February 26, 2024

Anthony DiMartino, Esq.
Oswego County District Attorney
Via Email

Dear DA DiMartino:

It was a pleasure to speak with you and Deana last week. I am confident that I can help your office develop processes to use PCMS/DEMS to its highest potential. These processes will save you time and keep records of everything in the same place.

NYPTI has created a masterpiece with PCMS and more recently DEMS. Years of continuing to listen to the requests, concerns and questions from District Attorney staff has enabled NYPTI to develop PCMS/DEMS as the one stop shop for record keeping, report and document generation, discovery compliance and all-around DA's office management. NYPTI didn't stop there, they continue to listen and regularly update the system as well as offer training on every aspect of the program through documentation, videos, and webinars.

As with any system with the ability to generate outcome, there needs to be accurate input; "Garbage in, Garbage out." Therefore, it is imperative for District Attorney offices to develop processes for the accurate input into the system to yield the maximum information from the system as possible. Many DA's offices have developed intricate systems using PCMS/DEMS that have enabled them to be a 100% paperless office.

PCMS/DEMS is most effectively used by a District Attorney's office after analyzing how to best use the program by the individual county. With over 23 years of experience as a paralegal for the District Attorney and a user, a member of the troubleshooting team, and trainer with PCMS/DEMS, and current trainer for multiple DA's Offices of varying sizes all around the state, I offer the opportunity to work with your office to analyze and streamline work load and work flow using NYPTI's latest versions of PCMS/DEMS. My specialty in training DA staff is analyzing the roles of the staff members and developing systems that tie the work together with an eye toward the outcomes desired. The outcomes may include accurate records, tracking mechanisms, office

414 Fairview Avenue
Hornell, New York 14843
(607) 281-7428

*** *NYS Certified Woman Owned Business*

management, report generation or all of this and more. Regular contact, troubleshooting and review with you and members of your office will determine the outcomes that best serve Oswego County.

During my years of service with the Steuben County District Attorney's Office, I have been involved with NYPTI through their development and launching of PCMS (Prosecutor's Case Management System). I was involved with the first user group in troubleshooting and testing PCMS prior to its release, was a part of the working group through multiple editions of PCMS and was the Steuben County liaison that NYPTI staff consulted regarding use of the program. After leaving Steuben County, I worked directly with NYPTI, as they enhanced PCMS. Currently I am again working with NYPTI assisting in developing and conducting lunch time webinars and working in a test environment with PCMS/DEMS testing scenarios and learning new ways to use the program.

Most recently I have worked with DA's offices around New York State developing processes and customizing trainings to meet the need of their office relating to topics including CPL 245 compliance, record keeping and case tracking strategies and more. My work in these counties have also included law enforcement communication and training to polish the transfer of information in an accurate and timely fashion. These processes are then further developed to track staff workload, timeframes and deadlines, discovery sharing and compliance, reporting at every phase and much more. All with using PCMS/DEMS.

While the processes and training that we will develop will be customized to meet the needs of your county, I propose the following as a general guide:

- Complete office review, including necessary calls, virtual meetings and emails, to understand the mechanisms currently in use in your office for record keeping and case tracking, including but not limited to defendant files, grant management, county reports and statistics.
- Conference calls and/or emails to further understand your office dynamics and how PCMS/DEM is currently being used, not used or under used.
- Development of a guide for streamlining the use of PCMS/DEMS to incorporate all of the record keeping needs of your office.
- Conduct a review of the process for transfer of information with law enforcement.
- Throughout these development stages, continual review and troubleshooting with members of your office will occur.

FINGER LAKES
PARALEGAL SERVICES

414 Fairview Avenue
Hornell, New York 14843
(607) 281-7428

*** NYS Certified Woman Owned Business

- Once a process is developed and approved, we will create guidelines, tip sheets and other information that can be shared with DA and LE staff relating to the new systems and processes.
- I will conduct 2 full days of in person consultation and training, at your office (or a place designated by your office), to assist with implementation of these systems and processes.

As we discussed, PCMS/DEMS has the ability to house much if not all of the information that your office currently tracks using a variety of methods. Our partnership will develop systems to best utilize the resources available and to train all involved to ensure a seamless transition to using NYPTI's PCMS/DEMS for most of your needs. This will enable all members of your staff to be able to access all necessary information remotely as well if necessary.

Consideration - $9,500

1. $4,500 invoiced upon execution of this agreement.
2. $5,000 invoiced upon completion of the in-person training.

All expenses are included in this proposal (including travel).

Terms:

All fees are payable within 15 days of date of invoice. Additional hours beyond those quoted will be billed at $85.00 per hour. The fees quoted will not be exceeded unless the project changes substantially and new fees are agreed upon in writing.

Thank you for this opportunity, I look forward to working with you.

Pamela A. Aini

Pamela A. Aini, Paralegal
Finger Lakes Paralegal Services

Hon. Anthony DiMartino
Oswego County District Attorney

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A1165	54300					OTHER FEES & SERVICES	9,500.00
			A	159900		APPROPRIATED FUND BALANCE	(9,500.00)
						Requesting funds to pay for a consultant to help us utilize	
						PCMS/DEMS at it's fullest potential to streamline processes	
						and help our office run more efficiently. This also includes	
						training for all staff.	

4.1.24
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

4/1/24
COUNTY ADMINISTRATOR DATE

4/1/24
CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

RESOLUTION NO. 095

RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES/DAY CARE

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 VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification **Res. 095 of 2024**

A6055 545500	**$25,600**
A6055 545500	**($25,600)**

COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5000 • fax 315.963.5477

TO: **Human Services Committee, Oswego County Legislature**

FROM: **Stacy Alvord, Department of Social Services Commissioner**

DATE: **April 11, 2024**

RE: **Budget Modification – DAY CARE – OTHER SUPPLIES & EXPENSES**

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification to cover the increase in the Integrated Community Planning, Inc. contract.

BACKGROUND: The Department of Social Services contracts with Integrated Community Planning, Inc. to provide day care/childcare registration and inspection services. Integrated Community Planning has not had an increase in their contractual amount since 2015 and an increased contract amount was approved for 2024.

These are 100% state funds with no local share other than the Child Care Block Grant (CCBG) Maintenance of Effort (MOE) which is $41,453 for 2024.

FISCAL IMPACT: Increase the A6055.545500 OTHER SUPPLIES & EXPENSES budget line $25,600 and decrease the A6055.545500 OTHER SUPPLIES & EXPENSE - LIDC budget line $25,600.

RECOMMENDATION: Approve this budget modification to transfer $25,600 to cover the increase in the 2024 ICP contract.

/lfw

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

2024
4/11/2024

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
A6055	545500					DAY CARE - OTHER SUPPLIES & EXPENSE	$ 25,600
			A6055	545500	LIDC	DAY CARE - OTHER SUPPLIES & EXPENSE - LIDC	$ (25,600)
						To cover the increase in the contract with Integrated Community Planning, Inc.	
							$ -

Stacy Alvord 4/1/2024
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

4/1/24
COUNTY ADMINISTRATOR DATE

James Dimond 4/1/24
CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

RESOLUTION NO. 096

RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF SOCIAL SERVICES TO ACCEPT FEDERAL CAPTA/CARA FUNDS FOR SFY2023-24

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 VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification	**Res. 096 of 2024**
A6070 545500 PPCON	**$70,000.00**
A6070 446700	**($70,000.00)**

COUNTY OF OSWEGO
Department of Social Services

Stacy Alvord, MSW
Commissioner

P.O. Box 1320 • Mexico, New York 13114
phone 315.963.5000 • fax 315.963.5477

TO: **Human Services Committee, Oswego County Legislature**

FROM: **Stacy Alvord, Department of Social Services Commissioner**

DATE: **April 11, 2024**

RE: **Budget Modification – AFS – OTHER SUPPLIES & EXPENSES – PPCON**

INFORMATIONAL MEMORANDUM

SUBJECT: Budget Modification to accept $70,000 in CAPTA/CARA SFY2023-24 funding.

BACKGROUND: The Child Abuse Prevention and Treatment Act (CAPTA) Comprehensive Addiction and Recovery Act of 2016(CARA) SFY2023-24 allocation provides federal funding through the NYSOCFS to hire or to contract for a full-time or part-time behavioral health consultant, public health nurse, early childhood specialist, peer recovery specialist, and/or parent advocates to work alongside child protective services (CPS) and preventive services caseworkers, to identify and support the behavioral health needs of children and their caregivers who have been affected by substance use.

These funds are used to contract for a full-time behavioral health consultant through the Huntington Family Centers.

These are 100% federal funds with no local share.

FISCAL IMPACT: Increase the A6070.545500 Other Supplies & Expenses PPCON budget line $70,000 and increase the A6070.446700 Fed Aid Services for Recpients revenue line $70,000. There will be no local share for 2024.

RECOMMENDATION: Approve this budget modification to accept $70,000 in Federal CAPTA/CARA funding for CY 2024.

/lfw

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

2024
4/11/2024

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A6070	545500	PPCON				AFS - OTHER SUPPLIES & EXPENSE - PPCON	$ 70,000
			A6070	446700		AFS - FED AID SERVICES FOR RECPIENTS	$ (70,000)
						Accept CAPTA/CARA SFY2023-24 funds	
							$ -

Stacy Rivord 4/1/2024
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

COUNTY ADMINISTRATOR 4/24
DATE

CHAIRPERSON 4/1/24
DATE

COUNTY TREASURER DATE

Ver. 7.18.23

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 097

RESOLUTION OF THE COUNTY LEGISLATURE OF THE COUNTY OF OSWEGO, NEW YORK, APPROVING THE OSWEGO COUNTY CIVIC FACILITIES CORPORATION REVENUE BONDS, SERIES 2024 (NORTH OSWEGO COUNTY HEALTH SERVICES, INC. D/B/A CONNEXTCARE PROJECT) ISSUE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $8,000,000

By Legislator Mary Ellen Chesbro:

WHEREAS, Northern Oswego County Health Services, Inc., d/b/a ConnextCare, a not-for profit corporation (the "*Institution*"), described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*") has requested that the Oswego County Civic Facilities Corporation (the "*Corporation*") issue its tax-exempt and taxable bonds, in one or more issues or series, and/or subseries, in an aggregate principal amount not to exceed $8,000,000 (the "*Bonds*") for the purposes of (A) financing and/or reimbursing a portion of the costs associated with the leasehold improvements comprising of (i) the renovation and reconstruction of the first and second floors consisting of approximately 16,100 square feet of an approximately 35,960 square foot, four-story building located at 120 East First Street, in the City of Oswego, Oswego County, New York (the "*Facility*"), in order to create clinical space for medical, dental and mental health services, (ii) the renovation and reconstruction of the adjacent surface parking lot located at 104 East First Street in the City of Oswego, Oswego County, New York (the "*Parking Lot*"), and (iii) the acquisition and installation therein and thereon of various building materials, furniture, fixtures, machinery, equipment and personal property (the "*Equipment*" and, together with the Parking Lot and the Facility, the "*Project Facility*"); and (B) paying certain costs in connection with the issuance of the Bonds including costs of issuance, reserve funds necessary to secure the Bonds, if any, and capitalized interest during the construction period, if any (the foregoing (A) and (B) together, the "*Project*"). The Institution will have a leasehold interest in the Project Facility; and

WHEREAS, the Institution has requested that the interest on all or a portion of the Bonds be excluded from the gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 145 of the Code; and

WHEREAS, the County Legislature of the County of Oswego (the "*County Legislature*") has been advised by the Corporation that the Corporation purposes to issue, subsequent to the adoption of this resolution, its Bonds in the principal amount not to exceed $8,000,000 to finance costs of the Project; and

WHEREAS, the Bonds shall specifically provide that neither the Bonds nor any other obligation of the Corporation shall be a debt of the County of Oswego, New York, the municipality for whose benefit the Corporation was established, nor shall the County of Oswego, New York be liable thereon; and

WHEREAS, pursuant to Section 147(f) of the Code, interest on the Bonds will not be excluded from gross income unless the County Legislature shall approve the issuance of

the Bonds after the Corporation has conducted a public hearing thereon following reasonable public notice; and

WHEREAS, the Bonds issued on a tax-exempt basis are intended to be issued as qualified 501(c)(3) bonds under Section 145 of the Code; and

WHEREAS, a notice of a public hearing with respect to the Bonds pursuant to Section 147(f) of the Code was published in *The Post Standard* on Tuesday, March 26, 2024, and such public hearing was conducted on April 5, 2024, a copy of the notice and the transcript thereof having been furnished to the County Legislature as of the date hereof; and

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

RESOLVED AS FOLLOWS:

Section 1. The undersigned, the County Legislature of Oswego County, New York, being the "applicable elected representative" (as such term is defined in Section 147(f) of the Code) of such governmental unit and having considered the transcript of the public hearing hereby approves the issuance of the Bonds by the Corporation in the principal amount not to exceed $8,000,000 for the purpose of financing all or a portion of the costs of the Project.

Section 2. This approval is given for the sole purpose of qualifying any interest payable on all or a portion of the Bonds for exclusion from gross income for federal income tax purposes pursuant to the provisions of Sections 103 and 141-150 of the Code.

Section 3. The Bonds are not and shall not be a debt of the State of New York nor the County of Oswego, New York, and neither the State of New York nor the County of Oswego, New York shall be liable thereon. The Bonds shall not give rise to a pecuniary liability or charge against the general credit or taxing power of the State of New York or the County of Oswego, New York.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Oswego County Civic Facilities Corp.
44 West Bridge St., Oswego, NY 13126 Phone: (315) 343-1545 Fax: (315) 343-1546

INFORMATIONAL MEMORANDUM

TO: Oswego County Economic Development & Planning Committee: Mary Ellen Chesbro (Chair), Noelle Beckwith-Salmonsen (Vice Chair), Edward Gilson, Paul House, Paul Connolly Roy E. Reehil, and Marie C. Schadt

FROM: Gary T. Toth (Chair) and Austin M. Wheelock (CEO)

SUBJECT: Authorize the issuance of up to $8,000,000 in tax-exempt civic facility revenue bond financing by the Oswego County Civic Facilities Corporation for the renovation of 120 E. First St. by Connextcare.

PURPOSE: To authorize the Oswego County Civic Facilities Corporation to issue up to $8,000,000 in civic facility bond financing to Northern Oswego County Health Services, Inc. d/b/a Connextcare, a non-profit healthcare organization, for a "Project" consisting of the renovation and reconstruction of the first and second floors consisting of approximately 16,100 square feet of an approximately 35,960 square foot, four-story building located at 120 East First Street, in the City of Oswego, Oswego County, New York in order to create clinical space for medical, dental and mental health services. This financing will allow Connextcare to transform a mostly vacant downtown office building into a modern medical facility providing expanded heathcare services and creating 23 new jobs and retaining 30 in the City of Oswego. The bonds will not be a debt or a liability to Oswego County.

A TEFRA public hearing will be held in the City of Oswego for the Project prior to the approval of the resolution and the minutes from that public hearing will be made available to the Legislature before April 11th.

RECOMMENDED ACTION: The Oswego County Civic Facility Corporation respectfully requests the Economic Development & Planning Committee to recommend to the Oswego County Legislature to consider the proposed resolution at their next Legislative meeting to approve the issuance of revenue bond financing up to $8,000,000 to finance costs of the Project for Connextcare at 120 East First Street, Oswego, NY.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "***Code***"), will be held by the Oswego County Civic Facilities Corporation (the "**Corporation**") on April 5, 2024, at 10:00 a.m. local time, at 44 West Bridge Street, Oswego, New York 13126, regarding the following matter:

Northern Oswego County Health Services, Inc., d/b/a ConnextCare, a not-for profit corporation, (the "***Institution***") described in Section 501(c)(3) of the Code, has requested that the Corporation issue its qualified 501(c)(3) bonds under Section 145 of the Code (the "***Tax-Exempt Bonds***") and taxable bonds (the "***Taxable Bonds***", together with the Tax-Exempt Bonds, the "***Bonds***") in one or more issues or series and/or subseries in an aggregate principal amount not to exceed $8,000,000 for the purposes of (A) financing and/or reimbursing a portion of the costs associated with the leasehold improvements comprising of (i) the renovation and reconstruction of the first and second floors consisting of approximately 16,100 square feet of an approximately 35,960 square foot, four-story building located at 120 East First Street, in the City of Oswego, Oswego County, New York (the "***Facility***"), in order to create clinical space for medical, dental and mental health services, (ii) the renovation and reconstruction of the adjacent surface parking lot located at 104 East First Street in the City of Oswego, Oswego County, New York (the "***Parking Lot***"), and (iii) the acquisition and installation therein and thereon of various building materials, furniture, fixtures, machinery, equipment and personal property (the "***Equipment***" and, together with the Parking Lot and the Facility, the "***Project Facility***"); and (B) paying certain costs in connection with the issuance of the Bonds including costs of issuance, reserve funds necessary to secure the Bonds, if any, and capitalized interest during the construction period, if any (the foregoing (A) and (B) together, the "***Project***"). The Institution will have a leasehold interest in the Project Facility.

The Corporation is contemplating whether to issue the Bonds. If the issuance of such Bonds is approved by the Corporation, (i) interest on all or a portion of the Bonds will be excluded from gross income for federal income tax purposes pursuant to Sections 103 and 145 of the Code, (ii) the proceeds of the Bonds will be loaned by the Corporation to the Institution pursuant to a loan or other agreement (the "***Agreement***") requiring that the Institution or its designee make payments equal to debt service on the Bonds and make certain other payments, and (iii) the Bonds will be special limited obligations of the Corporation payable solely from certain of the proceeds of the Agreement and certain other assets of the Corporation pledged to the repayment of the Bonds. THE BONDS SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY OF OSWEGO, AND NEITHER THE STATE OF NEW YORK NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY OF OSWEGO, SHALL BE LIABLE THEREON.

The Corporation will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to the issuance of the Tax-Exempt Bonds. Interested persons wishing to express their views on the issuance of the Tax-Exempt Bonds or on the nature and location of the Project Facility may attend the public hearing in person. At said public hearing, interested parties will be provided a reasonable opportunity to present their views, both orally and in writing.

A transcript or summary report of the hearing will be made available to the Board of Directors of the Corporation and the County Legislature of the County of Oswego. Under the Code, approval of the issuance of the Tax-Exempt Bonds by the County Legislature of the County of Oswego is necessary in order for the interest on the Tax-Exempt Bonds to be excluded from the gross income for federal income tax purposes.

A copy of the Institution's application is available for review by interested persons on the Corporation's website (occfc.org) or by contacting the Corporation at 315-343-1545.

Dated: March 26, 2024

OSWEGO COUNTY CIVIC FACILITIES CORPORATION

By: /s/ Austin Wheelock
Chief Executive Officer

27841360

OSWEGO COUNTY CIVIC FACILITIES CORPORATION
MINUTES OF TEFRA PUBLIC HEARING
April 5, 2024
10:00 a.m.
44 West Bridge Street, Oswego, New York

CONNEXTCARE PROJECT

Present:	Austin Wheelock	Oswego County Civic Facilities Corporation
	Kevin LaMontagne	Oswego County Civic Facilities Corporation

Mr. Wheelock called the hearing to order at 10:03 a.m. local time, at 44 West Bridge Street, Oswego, New York.

Mr. LaMontagne was assigned the responsibility of recording the minutes of the hearing.

Mr. Wheelock then read the following:

FORMAT OF HEARING:

The format of this Tax Equity and Fiscal Responsibility Act or TEFRA hearing will be as follows:

I, Austin Wheelock, Chief Executive Officer of the Oswego County Civic Facilities Corporation, or the CFC, will make a brief statement about the CFC, followed by a brief description of the bonds proposed to be issued. Then, I will open the floor to any comments from those present, and after any and all comments have been made, the hearing will be concluded. The CFC requests that any oral comments be limited to 10 minutes.

PURPOSE OF HEARING:

The CFC is a not-for-profit local development corporation formed under New York State Law. One of its purposes is to foster and encourage the location or expansion of facilities of not-for-profit entities in Oswego County through the issuance of negotiable revenue bonds, notes, and other obligations on behalf of Oswego County for the benefit of not-for-profit corporations to finance projects.

Pursuant to the provisions of Section 147(f) of the Internal Revenue Code, the CFC is conducting a public hearing regarding the issuance of federally tax-exempt bonds for Northern Oswego County Health Services, Inc., d/b/a ConnextCare.

A notice regarding this public hearing was published in The Post Standard on March 26, 2024, and posted electronically on CFC's public website on March 26, 2024, a copy of which notice I introduce into and make part of the record of this hearing.

DESCRIPTION OF BONDS:

The Bonds are proposed to be issued by the CFC in one or more series, in an aggregate principal amount not to exceed Eight Million Dollars ($8,000,000) for the benefit of the Northern Oswego County Health Services, Inc., d/b/a ConnextCare, a not-for-profit corporation organized under the laws of the State of New York, and the proceeds will be loaned to Northern Oswego County Health Services, Inc., d/b/a ConnextCare. The Bonds are being issued for the purposes of (A) financing and/or reimbursing a portion of the costs associated with the leasehold improvements comprising of (i) the renovation and reconstruction of the first and second floors consisting of approximately 16,100 square feet of an approximately 35,960 square foot, four-story building located at 120 East First Street, in the City of Oswego, Oswego County, New York, in order to create clinical space for medical, dental and mental health services, (ii) the renovation and reconstruction of the adjacent surface parking lot located at 104 East First Street in the City of Oswego, Oswego County, New York and (iii) the acquisition and installation therein and thereon of various building materials, furniture, fixtures, machinery, equipment and personal property; and (B) paying certain costs in connection with the issuance of the Bonds including costs of issuance, reserve funds necessary to secure the Bonds, if any, and capitalized interest during the construction period, if any.

Let the record reflect that, to date, the CFC has received no comments regarding the proposed issuance of the Bonds for the benefit of the Northern Oswego County Health Services, Inc., d/b/a ConnextCare.

I will now open the floor to anyone who might have any comments.

Since there are no further comments, let the record show that it is 10:06 a.m., and this hearing is now concluded.

The above constitutes an accurate report of the appearance at the Public Hearing and the entire proceedings.

April 5, 2024
(Date)

Kevin LaMontagne
Chief Financial Officer
Oswego County Civic Facilities Corporation

Oswego County Civic Facilities Corporation
ConnectCare/120 East First Street Oswego
Public Hearing
44 West Bridge St., Oswego, NY 13126
April 5, 2024 10:00 a.m.

Name	Company / Affiliation
AUSTIN WHEELOCK	OCCFC, CEO
[signature]	OCCFC, CFO

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0010846623

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Sales Rep: Pamela Gallagher

Account Number:1000856091

INV#: 0010846623

Date	Position	Description	P.O. Number	Ad Size
03/26/2024	Other Legals NY	NOTICE OF PUBLIC HEARING Notice is hereby given that a	TEFRA PH Oswego Cl	1 x 147.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 03/26/2024

Pamela Gallagher

Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 28th day of March 2024

NOTARY PUBLIC

FOIS NOTE HEURD
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01R0[illegible]
Qualified in Onondaga County
My Commission Expires 7/22/2027

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

Ad Number:0010846623-01

Date	Position	Description	P.O. Number	Ad Size
03/26/2024	Other Legals NY	NOTICE OF PUBLIC HEARING Notice is hereby given that a public hearing	TEFRA PH Oswego Cl	1 x 147.00 CL

NOTICE OF PUBLIC HEARING Notice is hereby given that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by the Oswego County Civic Facilities Corporation (the "Corporation") on April 5, 2024, at 10:00 a.m. local time, at 44 West Bridge Street, Oswego, New York 13126, regarding the following matter: Northern Oswego County Health Services, Inc., d/b/a ConnextCare, a not-for profit corporation, (the "Institution") described in Section 501(c)(3) of the Code, has requested that the Corporation issue its qualified 501(c)(3) bonds under Section 145 of the Code (the "Tax-Exempt Bonds") and taxable bonds (the "Taxable Bonds", together with the Tax-Exempt Bonds, the "Bonds") in one or more issues or series and/or subseries in an aggregate principal amount not to exceed $8,000,000 for the purposes of (A) financing and/or reimbursing a portion of the costs associated with the leasehold improvements comprising of (i) the renovation and reconstruction of the first and second floors consisting of approximately 16,100 square feet of an approximately 35,960 square foot, four-story building located at 120 East First Street, in the City of Oswego, Oswego County, New York (the "Facility"), in order to create clinical space for medical, dental and mental health services, (ii) the renovation and reconstruction of the adjacent surface parking lot located at 104 East First Street in the City of Oswego, Oswego County, New York (the "Parking Lot"), and (iii) the acquisition and installation therein and thereon of various building materials, furniture, fixtures, machinery, equipment and personal property (the "Equipment" and, together with the Parking Lot and the Facility, the "Project Facility"); and (B) paying certain costs in connection with the issuance of the Bonds including costs of issuance, reserve funds necessary to secure the Bonds, if any, and capitalized interest during the construction period, if any (the foregoing (A) and (B) together, the "Project"). The Institution will have a leasehold interest in the Project Facility. The Corporation is contemplating whether to issue the Bonds. If the issuance of such Bonds is approved by the Corporation, (i) interest on all or a portion of the Bonds will be excluded from gross income for federal income tax purposes pursuant to Sections 103 and 145 of the Code, (ii) the proceeds of the Bonds will be loaned by the Corporation to the Institution pursuant to a loan or other agreement (the "Agreement") requiring that the Institution or its designee make payments equal to debt service on the Bonds and make certain other payments, and (iii) the Bonds will be special limited obligations of the Corporation payable solely from certain of the proceeds of the Agreement and certain other assets of the Corporation pledged to the repayment of the Bonds. THE BONDS SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY OF OSWEGO, AND NEITHER THE STATE OF NEW YORK NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY OF OSWEGO, SHALL BE LIABLE THEREON. The Corporation will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to the issuance of the Tax-Exempt Bonds. Interested persons wishing to express their views on the issuance of the Tax-Exempt Bonds or on the nature and location of the Project Facility may attend the public hearing in person. At said public hearing, interested parties will be provided a reasonable opportunity to present their views, both orally and in writing. A transcript or summary report of the hearing will be made available to the Board of Directors of the Corporation and the County Legislature of the County of Oswego. Under the Code, approval of the issuance of the Tax-Exempt Bonds by the County Legislature of the County of Oswego is necessary in order for the interest on the Tax-Exempt Bonds to be excluded from the gross income for federal income tax purposes. A copy of the Institution's application is available for review by interested persons on the Corporation's website (occfc.org) or by contacting the Corporation at 315-343-1545. Dated: March 26, 2024 OSWEGO COUNTY CIVIC FACILITIES CORPORATION By: /s/ Austin Wheelock Chief Executive Officer

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JO ANN KILMER
80 STATE ST
ALBANY, NY 12207

12207-500699

RESOLUTION NO. 098

A RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING RELATIVE TO PROPOSED COUNTY OF OSWEGO LOCAL LAW NO. 4 OF THE YEAR 2024, ENTITLED "A LOCAL LAW DECLARING OSWEGO COUNTY AS AN ELIGIBLE AREA UNDER NYS ENVIRONMENTAL CONSERVATION LAW 11-0935 AND AUTHORIZING THE PARTICIPATION IN A DEER HUNTING PROGRAM THEREUNDER"

By Legislator Mary Ellen Chesbro:

UPON the recommendation of the General Government Committee of this body, be it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the proposed County of Oswego Local Law Number 4 of 2024, entitled "A LOCAL LAW DECLARING OSWEGO COUNTY AS AN ELIGIBLE AREA UNDER NYS ENVIRONMENTAL CONSERVATION LAW 11-0935 AND AUTHORIZING THE PARTICIPATION IN A DEER HUNTING PROGRAM THEREUNDER" on the 9th day of May, 2024, at 2:00 o'clock, in the evening of said day at the Oswego County Legislative Chambers, County Office Building, 46 E. Bridge Street, Oswego, New York 13126; and be it further

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 21 NO: 2 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

COUNTY OF OSWEGO LOCAL LAW NUMBER 4 OF 2024
A LOCAL LAW DECLARING OSWEGO COUNTY AS AN ELIGIBLE AREA UNDER NYS ENVIRONMENTAL CONSERVATION LAW§ 11-0935 AND AUTHORIZING THE PARTICIPATION IN A DEER HUNTING PROGRAM THEREUNDER

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

Section 1. Title.

This local law shall be known and titled as the "A LOCAL LAW DECLARING OSWEGO COUNTY AS AN ELIGIBLE AREA UNDER NYS ENVIRONMENTAL CONSERVATION LAW§ 11-0935 AND AUTHORIZING THE PARTICIPATION IN A DEER HUNTING PROGRAM THEREUNDER."

Section 2. Purpose.

The purpose of this local law is to declare the County of Oswego as an "eligible area" under New York State Environmental Conservation Law §11-0935(2) and, in conjunction with NYSDEC, to authorize and allow persons 12 or 13 years of age within Oswego County to participate in a Deer Hunting Program on certain terms and conditions set forth in NYS ECL §11-0935.

Section 3. Authorization and Declaration.

The County of Oswego is hereby declared to be an "eligible area" for the purposes of New York State Environmental Conservation Law §11-0935 commencing on June 1, 2021 and running through December 31, 2025 and the county be, and is hereby authorized, to work with the New York State Department of Environmental Conservation regarding the implementation of, and participation in, a Deer Hunting Program for persons 12 or 13 years of age as provided for therein.

Section 4. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this local law, as written or in its application, shall be inconsistent with any federal or state statute, law, regulation or rule then the federal or state statute, law, regulation, or rule shall prevail. If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order, judgment or legislation shall not affect, impair, or invalidate the remainder of the local law which shall remain in full force and effect except as limited such order or judgment.

Section 5. Effective Date.

This local law shall take effect immediately.

RESOLUTION NO. 099

RESOLUTION PROVIDING AUTHORIZED AGENCY FUNDING UNDER COUNTY LAW §224 TO THE OSWEGO COUNTY HISTORICAL SOCIETY (DR. MARY WALKER CONGRESSIONAL MEDAL OF HONOR DISPLAY CASE)

By Legislator Mary Ellen Chesbro:

WHEREAS, the Oswego County Historical Society was founded in 1896 and officially incorporated through an act of the New York State Legislature and is subject to the guidelines of the New York State Board of Regents under the New York State Education Law; and

WHEREAS, the Oswego County Historical Society (OCHS) is a non-profit corporation organized with a mission to discover, to collect, to preserve and to interpret materials and objects germane to the history of Oswego County, to sponsor writings, publications, and to promote public interest in Oswego County's historical resources; and

WHEREAS, the Richardson-Bates House Museum is owned and operated by the Oswego County Historical Society and draws tourists to the County of Oswego from New York State and beyond; and

WHEREAS, Dr. Mary E. Walker is among the most prominent residents of the County of Oswego due to her remarkable life and achievements which include being the second woman in the United States to become a medical doctor; providing volunteer medical services in hospitals during the early months of the Civil War; being taken prisoner by Confederate forces and held in a prison in Richmond, Virginia for four months; lobbying for women's suffrage in the late 1800s and thereafter; being the only female to be awarded the Congressional Medal of Honor (posthumously); being the namesake of Fort Walker and, being featured on a U.S. postage stamp and the US quarter coin because of her being a medal of honor winner and remarkable life; and

WHEREAS, the Oswego County Historical Society is the owner of a Congressional Medal of Honor awarded to Dr. Mary E. Walker and, due to the significant public interest in same, wishes to display same to the public in a secure case; and

WHEREAS, the Oswego County Historical Society and this body believe that a public display of Dr. Mary Walker's Congressional Medal of Honor is both fitting and appropriate and will attract students from local schools in this and adjoining counties, tourists and persons interested in local and national history to the county thereby promoting county tourism; and

WHEREAS, the Oswego County Historical Society has raised significant funds towards the purchase of a secure display case but has not yet achieved its goal; and

WHEREAS, this Oswego County Historical Society is eligible to receive optional county appropriations and contracts for public benefit services under New York State County Law §§224(2)(12)& (14) regarding, respectively, the commemoration programs of historical events of county-wide interest and concern; maintenance and operation of a public

OSWEGO COUNTY LEGISLATURE

museum and publicizing the advantages of the county or region; and

WHEREAS, the county has sufficient funds raised from occupancy taxes which can be used to assist the Oswego County Historical Society for the acquisition of a display case; and

WHEREAS, a resolution both necessary and desirable,

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

RESOLVED, that this body hereby authorizes the payment of the sum of $10,000 to the Oswego County Historical Society to assist with the acquisition of a display case for Dr. Mary Walker's Congressional Medal of Honor to be paid from the special tourism and convention fund established by local law or related expense line; and it is further

RESOLVED, that any remaining funds are to be used to publicize the display of the Congressional Medal of Honor awarded to Dr. Mary Walker; and be it even further

RESOLVED, the Chair of the Legislature be, and is hereby, authorized to execute any authorized agency agreement with the Oswego County Historical Society related to same.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

OSWEGO COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING

46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126

TELEPHONE 315-349-8292
FAX 315-349-8279

Tim Stahl
Director

Daniel Breitweg
Deputy Director

INFORMATIONAL MEMORANDUM

DATE: March 21, 2024

SUBJECT: Provide authorized agency funding under county law §224

PURPOSE: To provide financial support to the Oswego County Historical Society for the public display of the U.S. Congressional Medal of Honor of Dr. Mary Edwards Walker, Oswego Town native and the only female recipient in the history of this highest military decoration.

SUMMARY: The Oswego County Historical Society, a non-profit organization that aims to collect, preserve and promote public interest in the history of this area, owns the Medal of Honor awarded to Dr. Mary Walker for her bravery and service during the Civil War. One of the county's most prominent citizens, Dr. Walker appeared on a U.S. postage stamp in 1982, was recognized with U.S. Army base Fort Walker in 2023, and, in June of this year, will be featured on a U.S. quarter as part of the U.S. Mint's American Women Quarters program.

Due to the national attention of this occasion, the Oswego County Historical Society aims to display Dr. Walker's Medal of Honor and, while it has raised significant funds for the purchase of a secure display case to protect this prized artifact, it has not yet reached its goal.

Oswego County has funds raised from occupancy taxes meant to support tourism promotion and, as this display will help with the county's tourism efforts by attracting students, visitors and others interested in local and national history, we believe it is a fitting and appropriate use of those funds.

RECOMMENDED ACTION:

The Oswego County Department of Community Development, Tourism and Planning respectfully asks for the Legislature's support of this request.

RESOLUTION NO. 100

RESOLUTION FIXING TIME AND PLACE FOR A PUBLIC HEARING RELATIVE TO THE REQUESTS OF LANDOWNER INCLUSION WITHIN THE EXISTING CERTIFIED AGRICULTURAL DISTRICT PURSUANT TO THE NYS AGRICULTURAL AND MARKETS LAW (AML), SECTION 303-b, AS AMENDED

By Legislator Mary Ellen Chesbro:

WHEREAS, this Legislature previously established an annual opportunity for qualified landowners to apply for inclusion in the Oswego County Agricultural District; and

WHEREAS, applications have been received during the established January 1st to January 31st "window of opportunity" and will be reviewed by the Oswego County Farmland Protection Board for recommendation to this Legislature.

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

RESOLVED, that the Oswego County Legislature will hold a Public Hearing on the requests of landowner inclusion within the existing certified agricultural district, pursuant to the NYS Agriculture and Markets Law (AML), Section 303-b, as amended, on the 9th day of May at 2:00 p.m. at the Oswego County Office Building, 46 East Bridge Street, Oswego, NY 13126; and be it further

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

AG District Applicants				
Company	**Contact**	**Location**	**Phone**	**Tax Map ID**
NA	Brian Searle	Pennellville	315-243-5050	290.00-03-18

New York State Department of Agriculture and Markets
OSWEGO COUNTY AGRICULTURAL DISTRICT REVIEW WORKSHEET - 2024

RECEIVED
JAN 08 2024
Clerk of the Legislature
Oswego County

This form is to be completed by agricultural landowners during the Agriculture District annual open enrollment period. During the open enrollment period agricultural landowners can request that land parcels be added to the District. The information obtained from this form will be utilized by Oswego County in determining the significance and viability of agriculture within the District. Specific information collected is kept confidential. Additional information about Agricultural Districts can be found by going to the New York State Department of Agriculture and Markets' website at: https://agriculture.ny.gov/land-and-water/agricultural-districts

PART I - LANDOWNER DESCRIPTION

Name Brian Searle Telephone No. 315-247-5050

Mailing Address 9402 Birch Tree Rd Brewerton State NY Zip Code 13029

CHECK ONE ☐ Full-time Farmer **(If checked, please proceed to Parts II and III)** ☐ Part-time Farmer **(If checked, please proceed to Parts II and III)** ☑ Start-up Farmer **(If checked, please proceed to Parts II and III)** ☐ Non-Farmer **(If checked, please proceed to Part III)**

PART II - FARM DESCRIPTION

No. Acres Owned	No. Acres Cropped	No. Acres Rented (**FROM** another landowner as part of farm)	Town Where Farmland is Located

Principal Farm Enterprise (Check One)		Other Farm Enterprise(s) (Check One or More)	
Dairy		Dairy	
Cash Crop (Grain)		Cash Crop (Grain)	
Vegetables	✓	Vegetable	
Orchard		Orchard	
Vineyard		Vineyard	
Livestock (other than dairy)		Livestock (other than dairy)	
Equine		Equine	
Poultry		Poultry	
Horticulture Specialties		Horticulture Specialties	
Sugarbush		Sugarbush	
Christmas Tree		Christmas Tree	
Hay		Hay	
Apiary Products		Apiary Products	
Other (specify below*)		Other (specify below*)	
*		*	

Estimated Annual Gross Farm Sales (Check one)	
This information is optional	
Below $10,000	✓
$10,000 to $39,999	
$40,000 to $99,999	
$100,000 to $199,999	
$200,000 to $499,999	
Over $500,000	

PART III - BOUNDARY DESCRIPTION

A. List tax map identification numbers (ID) for all parcels within the farm unit

290.00-03-18

B. List tax map ID numbers for all parcels rented **FROM** another landowner (note: only the legal landowner of the property can request parcels be added to the District).

C. List tax map ID numbers for all parcels rented **TO** farmers.

D. List tax map ID numbers for new parcels to **ADD** to the District.

290.00-03-18

E. List tax map ID numbers for parcels to **REMOVE** from the District (i.e. no longer used for agriculture or converting to non-farm development, etc.).

Signature [signature] Date 1-8-24

(Attach additional sheets if necessary)

Based on NYS Department of Agriculture and Markets RA-113. Revised 01/2024 by Cornell Cooperative Extension of Oswego County

Subject: 307 Kline Road Pennellville Property Tax Map #290.00-03-18

To whom it may concern,

I would like to have my property added to an agricultural district so that I can build a couple of greenhouses to grow flowers and vegetables. These flowers and vegetables would be sold at a vegetable stand and the local farmers market. My grandparents were dairy farmers in Navarino and I always helped out on the farm as a kid. I would love to start farming my own land. For the last 8-10 years, my land has been used to grow corn and soybeans. I bought it in 2022 and allowed the farmer to grow soybeans and corn on it for the last two seasons.

Thank you,
Brian Searle
315-243-5050


Show search results for 355489290.00-03-18
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OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 101

RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – PIONEER PRODUCTION SERVICES, LLC

By Legislator Mary Ellen Chesbro:

WHEREAS, the County desires to participate in the "Viewpoint with Dennis Quaid: Discover America: Great Places to Live, Visit and Start a Business" series to produce short-style documentaries featuring Oswego County, to be broadcast through social media, PBS, CNN, FOX Business, and others and distributed through direct target audience marketing; and

WHEREAS, Pioneer Production Services, LLC is the sole-source producer of this content; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Economic Development and Planning Committee that the County of Oswego awards a professional service contract to Pioneer Production Services, LLC of Palm Beach County, Florida for a sum not to exceed $29,300.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

VIEWPOINT
WITH DENNIS QUAID

Studio Production Authorization

To the Attention of: Phil Church
Participant Company: Oswego County, NY
Storyline: Discover America: Great Places to Live, Visit and Start a Business
Producer: Anthony Davis
Date: Wednesday, March 13, 2024

Public Television Distribution

This VIEWPOINT short-form documentary series will be distributed to Public Television stations in all 50 states. The overall project will include the production of one (1) 3-5-minute educational segment produced as a standalone short-form documentary for distribution to Public Television Stations nationwide (estimated reach for one year is 60 million households). VIEWPOINT maintains editorial control for the series format following Public TV Standards and will adhere to guidelines for Public Television's official practices. The host of VIEWPOINT for Public Television is Dennis Quaid. Mr. Quaid's image may not be used for any other *broadcasts* other than for this Public Television series. Oswego County, NY agrees to be a content expert for VIEWPOINT and understands that the format of the Public Television segment is non-commercial and strictly educational in nature. In adherence with Public Television Standards and Practices, there are no fees associated with the Public Television portion of the project. All fees outlined in this Authorization cover production costs for the value-added production and distribution services outlined below.

As a special thanks, VIEWPOINT will provide the following value-added services.

5-6 Minute Corporate Profile

VIEWPOINT will provide the production of one (1) broadcast quality, 5-6-minute educational documentary profile with expansive and detailed information documenting the issues and educational message that are applicable to your target audience. This is produced and edited on digital HD media. The format is educational and informational and is designed to promote your educational message within the context of the feature story line. Production includes interviews, narration, program/set design, script writing, videography, graphics, music, editing, high-end computer-generated graphics, and 2-D animation and/or graphics of your logo, phone number, and website will complete the production.

Educational Commercial Television Airings

VIEWPOINT will provide the production of one (1) high end one-minute educational commercial segment used for network distribution. Your segment will be broadcast once primetime in over 84 million homes via MSNBC, CNBC, CNN, or an equivalent network. Your educational commercial segment will also air 400 times in many of the top 100 Designated Marketing Areas during peak and primetime on networks such as CNBC, CNN, CNN Headline News, Discovery Life, Fox Business Network, The Learning Channel, Discovery Channel, or equivalent networks (a media schedule will be set in advance to guarantee these spots and post airing affidavits (proof of airing) will be provided upon request following the airings).

VIEWPOINT
WITH DENNIS QUAID

Internet Distribution

VIEWPOINT will digitize your segments into digital files for streaming on your website and will be delivered in a format for streaming on social media sites. VIEWPOINT will design and generate an email campaign to *your* narrowcasted audience sending up to 1,000,000 video emails from our email database.

Project Cycle: 90-120 Days

Day 1: Contract signed, and organization is scheduled for participation in the project.
Days 2-14: Project Fee is due on receipt of invoice; Questionnaire and Collaterals Sent.
Days 15-45: Project assigned to a field producer, producer reviews literature, acclimates to storyline.
Days 46-75: Scripts written and approved. Shoot location determined and shoot day set.
Days 76-90+: Shoot Day occurs; studio edits film; segments are approved & media schedule is set for airing.

Requirements of Oswego County, NY

a. Completion of the Research Questionnaire. (Available online, by email, & in Welcome Package)
b. Collateral materials sent necessary to the storyline and to aid the producer and field producer in scripting. (Included should be all necessary literature, marketing materials, past video work, master files of previously shot video (if available), company logo(s); all helpful creating the script.
c. A list of potential interviewees and site locations where the educational story may be shot.
d. Oswego County, NY does hereby commit to participate in this project described above and agrees to pay the $25,900 underwriting and scheduling fee upon receipt of invoice (there are no post-production fees).
e. The one day one location shoot will be provided for a location fee of $3,400 to shoot onsite in the continental U.S. This location expense will be the responsibility of Oswego County, NY. Alternately, a field production crew can be provided on location at an appropriate facility in South Florida (West Palm Beach to Miami) to shoot all footage and interviews for this project at no additional expense if the organization has a South Florida location to shoot story in use by an end user.
f. Expert advice on the technical accuracy of script and video for the 5-minute educational documentary and one-minute segment within *5 business days* of receipt of these deliverables.
g. Oswego County, NY will receive the licensing rights to the 5-6-minute corporate documentary and educational commercial at the end of the project at no further cost, and digital files of the aforementioned segments. Oswego County, NY will have final sign-off on all 3 segments prior to airings and distribution.

Authorized Signature	Position	Date
Pioneer Production Services, LLC VIEWPOINT Senior Producer Anthony Davis	Position	Date

Venue for any claim relating to this agreement, or to the breach of this agreement, shall be in Palm Beach County, Florida. This agreement shall be interpreted under the laws of the state of Florida.

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 102

RESOLUTION AUTHORIZING OSWEGO COUNTY TO ENTER INTO THE PROPOSED CENTRAL NEW YORK EPIDEMIOLOGICAL ALLIANCE INTERMUNICIPAL AGREEMENT

By Legislator James Karasek:

WHEREAS, Oswego County is currently a member of the Central New York Epidemiological Alliance with seven other upstate counties and the Alliance members wish to memorialize the provision of mutual aid between the counties; and

WHEREAS, although each county health department has primary responsibility in its county for public health emergency planning and response, some emergencies may exceed the capabilities of an individual county health department; and

WHEREAS, the goal of the Alliance is to ensure the participant counties meet the needs of their county in public health emergencies via mutual aid; and

WHEREAS, the mutual aid agreement allows counties in the alliance to request mutual aid services from, or provide mutual aid services to, other Alliance counties; and

WHEREAS, when Alliance counties provide aid to one another, the sending county shall pay directly to its employees all required salaries, travel and other expenses while the employees are providing services in the receiving county and the receiving county shall reimburse the sending county for any amounts it pays for required salaries, travel and maintenance expenses; and

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

RESOLVED, that Chairman of Oswego County Legislature be and is hereby authorized to enter into the proposed Central New York Epidemiological Alliance Intermunicipal Agreement.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY
VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545

HEALTH DEPARTMENT
70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

INFORMATIONAL MEMO

SUBJECT: Proposed Central New York Epidemiological Alliance Intermunicipal Agreement

PURPOSE: To recommend that the Health Committee and the Oswego County Legislature authorize Oswego County to enter into the proposed intermunicipal agreement with seven other upstate counties in order to ensure adequate public health services in the event of a public health emergency.

SUMMARY: The Oswego County Health Department is currently a member of the Central New York Epidemiological Alliance with the seven counties included in the proposed agreement. In the event of a public health emergency, should a county find its needs exceed its abilities to provide public health services, this agreement allows counties in the Alliance to request mutual aid services from, or provide mutual aid services to, other Alliance counties. Public health mutual aid services may include, but are not limited to, administering points of dispensing clinics, performing patient triage, dispensing or administering medication, performing health services in population shelters, receiving reports of communicable diseases, interviewing contacts of cases of communicable disease, performing health education, supervising patients in isolation or quarantine, assessing environmental problems, collecting environmental samples and directing environmental remediation activities. Rendering of assistance is not mandatory, but under the terms of the agreement, counties shall furnish the requested assistance unless the sending county is actively engaged in responding to a public health emergency in its own jurisdiction and has no equipment or personnel available or the sending county determines that the needs of the receiving county are beyond the capacity of the sending county.

FISCAL IMPACT: If Oswego County receives mutual aid from a participating county or counties, the County shall reimburse the sending county or counties providing the aid for salaries or other compensation paid, along with travel and maintenance expenses. Should Oswego County provide mutual aid, the County shall pay directly to its employees all required salaries, travel and other expenses while the employees are providing services in the receiving county and the receiving county shall reimburse the County any amounts it pays for required salaries, travel and maintenance expenses.

RECOMMENDED ACTON: The Health Committee and Oswego County Legislature authorize the Chairman to enter into the proposed mutual aid agreement.

INTERMUNICIPAL AGREEMENT

BETWEEN

COUNTIES OF **CAYUGA, CORTLAND, JEFFERSON, LEWIS, MADISON, ONONDAGA, OSWEGO, AND TOMPKINS**

FOR THE PERIOD OF

January 1, 2025 THROUGH December 31, 2029

AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the COUNTIES of CAYUGA, CORTLAND, JEFFERSON, LEWIS, MADISON, ONONDAGA, OSWEGO, AND TOMPKINS.

WHEREAS, the COUNTIES of CAYUGA, CORTLAND, JEFFERSON, LEWIS, MADISON, ONONDAGA, OSWEGO, AND TOMPKINS are referred to as the "Central New York (CNY) Public Health Alliance;"

WHEREAS, the County Health Departments of the CNY Public Health Alliance all have responsibilities for public health emergency planning and response;

WHEREAS, some public health problems may require public health services that exceed the capacities of the individual County Health Departments;

WHEREAS, the County Health Departments of the CNY Public Health Alliance are desirous of establishing an intermunicipal agreement to provide mutual aid to each other during a public health emergency;

WHEREAS, the Cayuga County Legislature, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Cortland County Legislature, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Jefferson County Board of Legislators, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Lewis County Board of Legislators, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Madison County Board of Supervisors, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

VHEREAS, the Onondaga County Legislature, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Oswego County Legislature, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Tompkins County Legislature, by Resolution Number ___ adopted on ___, 2024, authorized the execution of an Intermunicipal Agreement for such services;

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

I. SCOPE OF SERVICES

A. In the event of a public health problem, a county may determine that its county health department is unable to provide all of the public health services needed in its county to respond to the problem. In such an event, the Commissioner/Public Health Director, with the approval of the chief elected official and/or county legislature and/or board of supervisors in that county, may make a request for public health mutual aid to the Commissioner/Public Health Director of one or more of the CNY Public Health Alliance counties. The request, detailing the type and time period for the aid, will be made in writing. If the Commissioner/Public Health Director who is being requested to provide assistance feels that the assistance can be provided, the Commissioner/Public Health Director will seek the approval of the chief elected official and/or county legislature and/or board of supervisors of their county. The chief elected official and/or county legislature and/or board of supervisors from the county receiving the request may decide to respond favorably to the request and may authorize the county .ealth department from the sending county to provide public health mutual aid.

B. The county requesting the mutual aid will be referred to as the "receiving county". The county considering the request or responding to the request will be referred to as the "sending county".

C. It is expressly understood and agreed by the Parties that the rendering of assistance under the terms of this Agreement shall not be mandatory, but that the sending county may in its discretion refuse to furnish any equipment or personnel consistent with its primary responsibility of providing emergency services within its own jurisdiction. It is the understanding of the Parties that the sending county shall furnish the requested assistance unless the sending county is actively engaged in responding to a public health emergency in its own jurisdiction, and has no equipment or personnel available or the sending county determines that the needs of the receiving county are beyond the capacity of the sending county. When responding to a request the sending county shall do so in a timely and reasonable fashion. In situations where the sending county is unable to furnish the requested assistance, it will notify the receiving county as soon as practicable that assistance will not be rendered.

D. A person or entity that holds a license, certificate, or other permit issued by a sending county evidencing qualification in a professional, mechanical, or other skill shall be deemed to be licensed, certified, or permitted in the jurisdiction of the receiving county for the duration of the emergency public health mutual aid subject to any limitations and conditions the receiving county may prescribe.

E. The staff from the sending county may travel to the receiving county and perform public health services. The staff in the sending county may provide public health services in the receiving county as long as the public health nutual aid is authorized by the chief elected official and/or county legislature and/or board of supervisors of the sending county, and sought by the receiving county. The sending county shall at all times have the right to

withdraw any and all aid provided, however, the sending county shall notify the receiving county of the withdrawal of such aid and the extent of such withdrawal.

F. Public health mutual aid services may include but are not limited to the following: administering points of dispensing clinics, performing patient triage, dispensing or administering medications, performing health services in population shelters, receiving reports of communicable diseases, interviewing contacts of cases of communicable disease, performing health education, supervising patients in isolation or quarantine, assessing environmental problems, collecting environmental samples, or directing environmental remediation activities.

G. The receiving county will identify a staff person who will act as liaison to the sending county and will communicate the requests for specific tasks to be performed as part of the public health mutual aid. The sending county will identify a staff person that will act as liaison to the receiving county and will be responsible for coordination of the staff from the sending county.

H. The staff from the sending county will perform public health mutual aid duties in a professional manner and in accordance with the incident command structure established in the receiving county.

I. While engaged in duty and rendering service in any county, the sending county staff shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the county by which they are normally employed, and, for the purpose of the Workers Compensation law, shall be deemed to be engaged in the course of their employment from the time they report for such duty until they return to the county by which they are normally employed.

J. Reporting and Performance Measurement: The sending county will keep a written record of all expenses associated with the performance of the mutual aid. The record will identify the time spent by the staff from the sending county and supplies, equipment, mileage, etc. utilized by the staff of the sending county in the performance of the mutual aid.

K. Treatment of Non-Resident Patients: Since it benefits the health of the entire population of the counties within the CNY Public Health Alliance, participating counties agree to provide and track medical countermeasures (supplies, medications, vaccines) to residents from outside of their county if obtaining the treatment for such residents within their own county presents a barrier to their obtaining treatment.

L. Sharing of public health related data: Public health related data, both individually identified and population-related, may be shared between Parties for the purpose, and no additional purpose, of preventing, detecting, or responding to a public health event, thus assuring prompt and effective identification of infectious disease and other agents that could affect public health, and to prevent further spread of disease. All parties shall abide by and comply with all rules, regulations, law, or other standards relative to HIPPA.

M. Nothing in this Agreement precludes any Party from entering into supplementary agreements with another Party or affects any other agreements already in force among Parties.

II. TERM OF INTERMUNICIPAL AGREEMENT

A. The term of this Agreement shall be for the period of January 1, 2025 through December 31, 2029.

B. This Agreement shall remain in effect for the period specified above, unless it is terminated by any party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to all of the other

articipating County Public Health Directors/Commissioners and the State Commissioner of Health. This notice shall be sent to the respective parties at the addresses set forth below or at such other address as specified in writing by either party. Upon termination of this Agreement, a county shall have no further responsibility to another county or to any other person with respect to those services specified in this Agreement.

CAYUGA COUNTY:
Public Health Director, Cayuga County Health Department, 8 Dill Street, Auburn, NY 13021

CORTLAND COUNTY:
Public Health Director, Cortland County Health Department, 60 Central Avenue, Cortland, NY 13045

JEFFERSON COUNTY:
Public Health Director, Jefferson County Public Health Service, 531 Meade Street, Watertown, NY 13601

LEWIS COUNTY: Public Health Director, Lewis County Public Health,7785 North State Street, Suite 2, Lowville, NY 13367

MADISON COUNTY:
Director of Public Health, Madison County Department of Health, 138 North Court Street, Building #5, P.O. Box 605, Wampsville, NY 13163

ONONDAGA COUNTY:
Commissioner of Health, Onondaga County Health Department, 421 Montgomery Street, Syracuse, NY 13202

OSWEGO COUNTY:
Public Health Director, Oswego County Health Department, 70 Bunner Street, Oswego, NY 13126

TOMPKINS COUNTY:
Public Health Director, Tompkins County Health Department, 55 Brown Road, Ithaca, NY 14850

III. PAYMENT FOR SERVICES

A. The sending county shall pay the salaries or other compensation to its own employees during the time they are assisting the receiving county. The sending county will also pay to its employees the actual traveling and maintenance expenses while they are rendering such aid and assistance. The receiving county shall reimburse the sending county for any moneys paid for such salaries or other compensation and traveling and maintenance expense. A sending county may assume any such loss, damage, expense or cost, or provide such services to the receiving county without charge or cost.

B. The sending county will submit properly completed and executed claim vouchers setting forth in detail the services provided by the staff of the sending county at the end of the period of the mutual aid. The voucher will be accompanied by a report that will contain the items outlined in Section I.J. Failure to abide by these requirements could result in delay of payment to the sending county or could result in non-payment.

C. Each submitted voucher will be approved by the Public Health Director/Commissioner of the receiving county or his duly designated representative and audited by the Controller, Treasurer, or Auditor of the receiving county. Costs to be reimbursed do not include Workers' Compensation, which shall remain the responsibility of the

ending county.

D. The receiving county may audit records relating to expenses for services provided by the sending county pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

E. The sending county shall prepare and make available such statistical and financial service and other records pursuant to regulations promulgated by New York State Department of Health, New York State Education Department, the New York State Office of Emergency Management, or the Federal Emergency Management Office or requested by the receiving county. These records shall be subject at all reasonable times to inspection, review, or audit by the receiving county, the State of New York, and other personnel duly authorized by the receiving county. These records shall be maintained for the period set forth in the State regulations.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by all parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE AND INDEMNIFICATION

A. Each county will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation insurance, and disability insurance, if required by law; professional and general liability insurance (including contractual liability) with single limits of liability in the amount of $1,000,000 per occurrence, and $2,000,000 aggregate coverage; automobile liability insurance in the amount of $1,000,000 with a minimum of $1,000,000 each occurrence, bodily injury, and property damage. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State. Each county shall name the others as additional insureds with respect to this Agreement.

B. In lieu of the insurance, a county described in paragraph A herein may provide proof of equivalent self-insurance adequate to cover the limits described above.

C. Notwithstanding any inconsistent provision of law, general, special, or local, any county receiving public health mutual aid shall be liable and responsible to the sending county for any loss or damage to apparatus, equipment, or supplies and shall bear and pay the expense incurred in the operation and maintenance of any apparatus or equipment and the cost of materials and supplies used or consumed in rendering such aid. With the exception of self-insured counties, each county shall name the others as additional insureds for such property insurance coverage.

D. The sending county whose officers or employees are engaged in rendering such outside aid and assistance pursuant to the receiving county's request shall not be liable or accountable in any way or on account of any act or omission on the part of any officer or employee while so engaged or for or on account of the operation, maintenance or use of any apparatus, equipment, materials, or supplies in connection therewith where such officers or employees are under the direction of the receiving county. The sending county's officers and employees rendering aid in the receiving county pursuant to this intermunicipal agreement shall be considered agents of the receiving county for tort liability and immunity purposes.

E. Except as described in Section D, above, the sending county agrees to defend, indemnify, and save harmless the receiving county, its officers, agents, servants, and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the receiving county which may arise, be sustained, or occasioned directly or indirectly by any person, firm, or corporation arising out of or resulting from the performance of the services by the sending county, arising from any negligent act or omission of the sending county, its agents and employees, or arising from any breach or default by the sending county under this Agreement.

F. The receiving county agrees to defend, indemnify, and save harmless the sending county, its officers, agents, servants, and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the sending county which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the receiving county, arising from any negligent act or omission of the receiving county, its agents and employees, or arising from any breach or default by the receiving county under this Agreement.

VI. INDEPENDENT CONTRACTOR

A. For the purpose of this Agreement, the sending county is and shall in all respects be considered an independent contractor. The sending county its individual members, directors, officers, employees, and agents are not and shall not hold themselves out nor claim to be an officer or employee of the receiving county nor make claim to ny rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security, or retirement plan membership or credit.

B. The sending county shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the sending county's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment, and other insurance or other statutory withholding requirements, and all obligations imposed on the employer of personnel. The receiving county shall have no responsibility for any of the incidences of employment. The provisions of this section do not supersede the receiving county's obligations under section V.

VII. RIGHT TO INSPECT

Designated representatives of the receiving county and the State Department of Health shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the sending county's employees, reports, books, records, audits, and any other material relating to the delivery of such services. The sending county agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

VIII. NON-DISCRIMINATION

All CNY Public Health Alliance counties agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York.

X. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

A. Notwithstanding any other provision in this Agreement, the sending county remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

B. All CNY Public Health Alliance counties agree to abide by and comply with all applicable federal, state, and local laws, rules, regulations, and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and anti-kickback laws, and to fully cooperate with the receiving county in this regard, and to execute any amendments necessary for the receiving county and/or sending county to comply with such laws, rules, regulations, orders, and programs.

X. USE OF COMPUTER AND ELECTRONIC EQUIPMENT

All CNY Public Health Alliance counties acknowledge and agree that use of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules, and regulations.

XI. MISCELLANEOUS

All CNY Public Health Alliance counties agree to comply with all confidentiality and access to information requirements in federal, State, and local laws and regulations.

'UBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CAYUGA

DATE:_____ BY: _____
Kathleen Cuddy, Public Health Director
Cayuga County Health Department

DATE: _____ BY: _____
_____, Chair
Cayuga County Legislature

Acknowledgement

STATE OF NEW YORK)
:OUNTY OF CAYUGA) ss.:

On this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **[insert Chair's Name]**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____
Robert Corpora, County Administrator
Cortland County

STATE OF NEW YORK)

COUNTY OF CORTLAND) ss.:

On this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Corpora**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

'UBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF JEFFERSON

DATE: _____

BY: _____
William W. Johnson, Chair
Jefferson County Board of Legislators

STATE OF NEW YORK)

COUNTY OF JEFFERSON) ss.:

On this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **William W. Johnson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

'UBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF LEWIS

DATE: _____ BY: _____

_____, Chair
Lewis County Board of Legislators

STATE OF NEW YORK)

COUNTY OF LEWIS) ss.:

On this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **[insert Chair's Name]**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

'UBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF MADISON

DATE: _____

BY: _____
Joseph J. Pinard, Chair
Madison County Board of Supervisors

STATE OF NEW YORK)

COUNTY OF MADISON) ss.:

Jn this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph J. Pinard**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

'UBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF ONONDAGA

DATE: _____

BY: _____
Timothy T. Burtis, Chair
Onondaga County Legislature

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Timothy T. Burtis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF OSWEGO

DATE:_____ BY: _____
Vera Dunsmoor, Public Health Director
Oswego County Health Department

DATE: _____ BY: _____
James Weatherup, Chair
Oswego County Legislature

STATE OF NEW YORK)

COUNTY OF OSWEGO) ss.:

On this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Weatherup,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF TOMPKINS

DATE: _____

BY: _____
Jessi Spudis, Risk & Compliance Administrator
Tompkins County Whole Health

STATE OF NEW YORK)

COUNTY OF TOMPKINS) ss.:

On this_____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jessi Spudis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 103

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DUE TO INCREASED LEGAL FEES ASSOCIATED WITH ILLEGAL VAPOR PRODUCTS HEARINGS

By Legislator James Karasek:

WHEREAS, a new fine policy for the sale of illegal flavored vapor products was put in place by the Board of health in 2022; and

WHEREAS, hearings to set fines have begun for businesses in violation, causing an increase in legal fees; and

WHEREAS, OCHD is requesting to use a portion of the known but not yet received fines to offset the increased legal fees; and

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

RESOLVED, that the County Treasurer , and hereby is, authorized to increase Fine revenue line $15,000 and increase Legal Fees $15,000; and be it further

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification **Res. 103 of 2024**

A4090 416020	**($15,000.00)**
A4090 543800	**$15,000.00**

OSWEGO COUNTY
VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545

HEALTH DEPARTMENT
70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

INFORMATIONAL MEMORANDUM

Subject: Environmental Fines and Legal Fees

Purpose: Increase fine revenue and associated legal fees.

Summary: In 2022 the Board of Health adopted a new fine policy for the sale of illegal flavored vapor products. Several businesses were found in violation and hearings have begun to set the fines. With these hearings comes an increase in legal fees. Some of the hearings have concluded and we would like to use a portion of the fines, known to us but not yet received, to offset the increase in legal fees.

Fiscal Impact 2024: No local share impacts. Increase Fine revenue line $15,000 and increase Legal Fees $15,000.

Fiscal Impact 2025: None.

Recommended Action: The Health Committee approve and recommend the use of revenue generated by fines to pay for legal fees and the corresponding budget modification.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

4.11.24

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A4090	416020					Env: Env Violations Fine	(15,000.00)
			A4090	543800		Other Fees and Services	15,000.00
						Increase revenue from fines and increase funds for legal fees.	

Department Head — Date: 4-2-24

Director of Human Resource — Date

County Administrator — DATE: 4/2/24

Chairperson — DATE: 4-2-24

County Treasurer — DATE

RESOLUTION NO. 104

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTRASTATE MUTUAL AID PROGRAM (IMAP) REIMBURSEMENT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (ERIE COUNTY/BUFFALO – 2022 STORM ASSISTANCE)

By Legislator Paul House:

WHEREAS, on December 22, 2022, a severe winter storm created hazardous conditions posing an imminent danger to public transportation, utility services, public health, and the public safety systems statewide and in particular within Erie County and the City of Buffalo; and

WHEREAS, on December 26, 2022, the Department submitted a Mutual Aid request to the State Division of Homeland Security and Emergency Services (DSHES), pursuant to Executive Law§ 24, requesting assistance for Erie County and local municipalities with snow removal operations focusing on the City of Buffalo where many locations within the City were inaccessible and without power; and

WHEREAS, the County of Oswego Highway Department provided snow-removal assistance in connection with the snow accumulation from the storm in Buffalo and Erie County by sending personnel, trucks and equipment in response to the mutual aid request; and

WHEREAS, the state is willing to reimburse the County of Oswego for assistance related expenses on certain terms and conditions; and

WHEREAS, a resolution is required,

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

RESOLVED, that the Chair of the Legislature and County Attorney be and are hereby authorized to execute the annexed reimbursement agreement with the New York State Department of Transportation and any other NYSDOT paperwork necessary to effectuate same.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

EMAC
Emergency Management Assistance Compact

Emergency Management Assistance Compact (EMAC)
Intrastate Reimbursement Summary Form R-2

Event: 2022-12-22 Statewide Weather System - Buffalo Blizzard

Requesting State/Province: New York State DOT **Date Submitted:**

Resource Provider: Oswego County

Resource Provider / Vendor Number: 1000002597

State Mission Number: NY 408830 **EMAC Mission Number:**

Copies of all source documentation to support expenses in this claim are attached (please select):

Personnel Costs					
Total Regular Hours	$	6,960.08	Total Regular Fringe	$	-
Total Overtime Hours	$	8,822.47	Total Overtime Fringe	$	-
Total Backfill Hours	$	-	Total Backfill Fringe	$	-
Total Holiday Pay Hours	$	-	Total Holiday Pay Fringe	$	-
Total Compensatory Hours	$	-	Total Compensatory Fringe	$	-
			Total Personnel Costs	$	15,782.55
Travel Costs					
Meals: Per Diem	$	482.41	Meals: Receipt	$	-
Air Travel	$	-	Airfare Baggage and Fees	$	-
Lodging	$	640.00	Parking/Tolls	$	120.49
POV/GOV/Rental	$	-	POV/GOV/Mileage and Fuel	$	-
			Total Travel Costs	$	1,242.90
Equipment Costs					
Equipment by Rate	$	22,560.81	Equipment Repair/Replacement	$	-
			Total Equipment Costs	$	22,560.81
Commodity Costs					
			Total Commodity	$	-
			Total Commodity Costs	$	-
Other Costs					
Other by Rate	$	-	Other by Quantity	$	-
			Total Other Costs	$	-
Total Reimbursement				$	39,586.26
Total Donated				$	-

Comments

REIMBURSEMENT PACKAGE CERTIFICATION

By signing below, you the authorized official of the Resource Provider, certifies that the totals for each category/claim represents the actual costs expended in performance of the requested services identified in the RSA/Mission Order and that all expenditures were made in accordance with the Resource Provider's pre-existing policies. You also certify that all accompanying support to the claim is source documentation and shall be considered accurate and complete.

Certified and Authorized By:

Print Name Title Date

Signature

PIN: AE22.23.701
Contract No: T041362

NEW YORK STATE INTRASTATE MUTUAL AID PROGRAM (IMAP) REIMBURSEMENT AGREEMENT

This **AGREEMENT** is by and between **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT)**, with offices at 50 Wolf Road, Albany, NY 12232, hereinafter referred to as the "**Department**",

and

Oswego County, a municipality participating in the New York State Intrastate Mutual Aid Program (IMAP), with an office at 46 E. Bridge St., Oswego, NY 13126, hereinafter referred to as the "**Municipality**", both collectively referred to as "**Parties**".

WITNESSETH:

WHEREAS, the Legislature of the State of New York established an Intrastate Mutual Aid Program ("IMAP") on July 1, 2010, as codified in the Executive Law Section 29-h, which provides for the mutual assistance among the participating local governments in the prevention of, response to, and recovery from, any disaster that results in a formal declaration of an emergency by a participating local government; and,

WHEREAS, on December 22, 2022, a severe winter storm was expected to create hazardous conditions posing an imminent danger to public transportation, utility services, public health, and the public safety systems statewide; and,

WHEREAS, on December 22, 2022, the Office of the Governor of the State of New York issued Executive Order Number 26, declaring that a disaster was imminent for which the affected local governments were unable to respond adequately and declared a State Disaster Emergency effective on December 23, 2022, and directed the implementation of the State Comprehensive Emergency Management Plan and authorized State agencies to take appropriate action to protect State property and assist affected local governments and individuals in responding to and recovering from the disaster, and to provide "such other assistance as necessary" to protect the public health and safety; and,

WHEREAS, on December 26, 2022, the Department submitted a Mutual Aid request to the State Division of Homeland Security and Emergency Services (DSHES), pursuant to Executive Law Section 24, requesting assistance for Erie County and local municipalities with snow removal operations focusing on the City of Buffalo where many locations within the City were inaccessible and without power; and,

WHEREAS, pursuant to the IMAP Standard Operating Procedures, the Municipality responded as an Assisting Local Jurisdiction; and,

WHEREAS, NYSDOT is required under Executive Law Section 29-h(8)(c) to reimburse the Assisting Local Jurisdiction for any moneys paid for salaries or other compensation and traveling and maintenance expenses incurred from activities performed while rendering assistance; and,

WHEREAS, NYSDOT is authorized to enter into this AGREEMENT pursuant to its general functions, powers and duties set forth in the New York State Transportation Law, Article II, Section 14 and do all things necessary and convenient to carry out the functions, powers and duties of NYSDOT; and,

WHEREAS, the parties desire to enter into an agreement to reimburse the Municipality as required by Executive Law Section 29-h.

NOW, THEREFORE, in consideration of the mutual benefits accruing to each of the parties hereto, it is hereby agreed as follows:

Section 1. Documents forming this Agreement

- Agreement – this document entitled "New York State Intrastate Mutual Aid Program (IMAP) Agreement"
- Appendix A – Standard Clauses for NYS Contracts
- Appendix A-1 – Supplemental Title VI Provisions
- Schedule A – Project Agreement

Section 2. Request For Reimbursement

Municipality, as an Assisting Local Jurisdiction, shall submit a request for reimbursement as required by the IMAP Standard Operating Procedures.

Section 3. Supporting Documentation

The Municipality shall provide complete and accurate supporting documentation of eligible local expenditures to NYSDOT. Supporting documentation should include NYS Intrastate Mutual Aid Resource Request Form and EMAC Intrastate Reimbursement Summary Form R-2.

Municipality shall submit all documents to:

Gregory Bailey
FEMA Coordinator, Local Program Bureau
50 Wolf Road 6th Floor, Albany NY 12232
518-457-0193
Gregory.Bailey@dot.ny.gov

Section 4. Reimbursement

Following NYSDOT approval of such supporting documentation, requests for reimbursement submitted by the Municipality shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at https://www.osc.ny.gov/state-vendors. Registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website at: https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines.

The Municipality herein acknowledges that it will not receive payment on any requests for reimbursement submitted under this Agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Section 5. Indemnification Clause

The Municipality shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the performance of work by or on behalf of the Municipality its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

Section 6. Term of Agreement

The term is identified in Schedule A executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule A.

Section 7. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no agreements, whether express or implied except as may be expressly set forth or agreed to herein. All prior agreements and understandings between the parties with respect to the

provision of Service as provided in the attached Schedule A or any Supplemental Schedule(s) A. No change or modification in or to this Agreement shall be of any force or effect unless in writing, dated and executed by duly authorized representatives of the parties.

Section 8. Assignment or Other Disposition of Agreement

The Municipality agrees not to assign, transfer, convey, sublet. or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

[*Signatures to follow on next page*]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by its duly authorized officers or state authorized agent

Municipality:
By: _____

Print Name:_____
Title:_____

MUNICIPALITY ATTORNEY
Approval as to Form and Consent:

By:_____

APPROVED FOR NYSDOT:
BY:

_____
For the Commissioner of Transportation

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

DATE: _____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY:

_____
NYS Attorney General

COMPTROLLER'S APPROVAL:

BY:

_____
For the NYS Comptroller pursuant to Section 112, State Finance Law

Project Agreement – Schedule A

Instruction: One Schedule may be used for all Phases **OSC Contract #** T041362

Project Commencement Date: 12/20/2022 **Project Completion Date:** 01/20/2023

AGREEMENT PURPOSE: ☒ **MAIN** (Master) Agreement ☐ **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (Check all boxes that apply as shown in area below):
☒ Program Funding Only (as stated on page 1, appropriation language)
☐ Program Funding & other State Funding

PROJECT TYPE (Check only one box below):

☐ **Aviation** ☐ **State System Highway/Bridge** ☒ **Local Highway/Bridge** ☐ **Other:** _____

PROJECT ID NUMBER: **AE22.23.701**

Project: **IMAP - Buffalo Blizzard Snow Removal**

Location: **City of Buffalo, Erie County**

Project Owner/Operating & Maintenance Responsibility: **N/A**

Type of Organization:

☒ **Municipality** ☐ **Public Authority** ☐ **Transportation Corporation** ☐ **Airport**

☐ **Other (list):**

Check Project Phases Covered by this Agreement:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/S, & C/I

List all applicable 6 or **9-digit PIN** Fiscal Shares eligible for funding (e.g., 123456.**101**; 123456.**201**): **AE22.23.701**

Work Type(s): **Highway**

A. Program Funding

Reference or, if applicable, List Project Identification Number	DESCRIPTION	Maximum Authorized Program Funding Amount
AE22.23.701	IMAP – Buffalo Blizzard Snow Removal	$39,586.26
TOTAL		$39,586.26

A. Summary of Approved State Funding & Other Eligible Costs UNDER THIS CONTRACT Number

List Eligible Funding Share(s) by applicable Project ID Number or PIN	PROGRAM Funds	OTHER STATE Funding (If Applicable)	LOCAL Funding (If Applicable)	TOTALS
AE22.23.701	$39,586.26	$	$	$39,586.26
TOTAL ELIGIBLE COSTS	$39,586.26	$	$	$39,586.26

B. Summary of Project Costs NOT Under this Contract #, if any (For Information Purposes Only)

List any Other Funding or Fiscal Share(s) by Project ID Number or PIN (if applicable)	List Name of Fund SOURCE Type	List any Other STATE Funding Amounts	List any Other NON-STATE (e.g. Local) Funding Amounts	TOTALS
		$	$	$
		TOTAL Other Costs:	$	$

C. TOTAL PROJECT COST SUMMARY (all Section "B" + "C" funding listed above)

TOTAL PROGRAM SHARE	TOTAL LOCAL SHARE	TOTAL OTHER AID (including any Other State Aid)	TOTAL FUNDING (all sources)
$39,586.26	$ -0-	$-0-	$39,586.26

Footnotes:

- The Sponsor understands that funding is contingent upon the Sponsor's compliance with the program guidelines.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the

premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of he aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

.0. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within

the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information

Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

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

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 105

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF OSWEGO AND THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES, NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By Legislator Paul House:

WHEREAS, the County of Oswego has worked with the State of New York on many levels to improve the county's network security and inter-governmental collaboration as regards common network and system threats; and

WHEREAS, the State of New York and County believe that entering into a cyber information and sharing agreement to improve collaboration on matters of mutual concern will benefit both parties and improve network security and response to potential threats alike; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chair of the Legislature be, and is hereby authorized to execute the annexed agreement with the New York State Office of Information Technology Services, New York State Division of Homeland Security and Emergency Services.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

CYBER INFORMATION SHARING AND COLLABORATION AGREEMENT
Between
the NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES, NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

And
Oswego County

X050108

This Agreement, made this _____day of _____, 20____, by and between the New York State Office of Information Technology Services with offices at Empire State Plaza, Swan Street Building Core 4, Albany, New York 12223 ("ITS"), and the New York State Division of Homeland Security and Emergency Services ("DHSES"), having its principle place of business at the Harriman State Office Campus,1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12226 (collectively referred to as the "State"), and Oswego County, having its principal place of business located at _____, hereinafter referred to as "Participating Entity." Each party to this Cyber Information Sharing and Collaboration Agreement ("CISCA or Agreement") is referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, there is established within the State a Joint Security Operations Center ("JSOC") to serve as the round the clock operational center for the purposes of sharing of cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

WHEREAS, the NY Security Operations Center Initiative ("hereafter, "NY SOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber attacks; and

WHEREAS, DHSES is required to work with federal, state, local and private entities to protect the State's critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and manmade disasters; and

WHEREAS, ITS is responsible for protecting New York State Government's cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cybersecurity across the State, partnering with State agencies and law enforcement, monitoring the State's technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, the Participating Entity provides vital services to the residents of New York State within its jurisdictional boundaries; and
WHEREAS, the Participating Entity desires to provide the State with Confidential Information or Cyber Information and logging data to contribute to an unprecedented level of visibility into potential threats across the State and increase efficiency in detecting and responding to cybersecurity events and incidents; and

WHEREAS, the State desires to receive, analyze, integrate and disseminate Confidential Information and Cyber Information from the Participating Entity and improve the State's collective cybersecurity and risk management capabilities; and

WHEREAS, the State is equipped to facilitate the exchange of Confidential Information and Cyber Information and offer a variety of services to Participating Entities, and

NOW THEREFORE, in furtherance of the above-referenced objectives the Parties desire to enter into this Agreement to share cybersecurity information and engage in collaboration activities as part of the NY SOC.

Definitions

"**Authorized Activities**:" Means:

(i) A Cybersecurity Purpose; or

(ii) The purpose of identifying a cybersecurity threat, including the source of such cybersecurity threat; or a security vulnerability;

(iii) The purpose of responding to, or otherwise preventing or mitigating, a specific threat of death, a specific threat of serious bodily harm, or a specific threat of serious economic harm, including a terrorist act or use of a weapon of mass destruction;

(iv) The purpose of responding to, investigating, prosecuting, or otherwise preventing or mitigating, a serious threat to a minor, including sexual exploitation and threats to physical safety.

"**Confidential Information:**" Means any non-public information that a Party ("Disclosing Party"), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors ("Receiving Party") or which the Receiving Party obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this Agreement.

"**Cyber Information:**" Means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cybersecurity investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cybersecurity including all types of security log data and telemetry from information systems and infrastructure.

"**Cybersecurity Purpose**:" Means the purpose of protecting an information system (of a Party) or information that is stored on, processed by, or transiting an information system from a cybersecurity threat or security vulnerability.

"**Cybersecurity Threat**:" Means an action that may result in an unauthorized effort to adversely impact the security, availability, confidentiality, or integrity of an information system or information that is stored on, processed by, or transiting an information system; but does not include any action that solely involves a violation of a consumer term of service or a consumer licensing agreement.

"**Participating Entity**:" Means a New York State local government that has entered into this Agreement that discloses Confidential Information or Cyber Information and receives Cyber Information from the State.

"Security Incident:" Means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

1. **Purpose**

This Agreement sets forth the terms and conditions for the sharing of Confidential Information and Cyber Information and collaborative activities to achieve a Cybersecurity Purpose, including Participating Entities' participation in such activities. This Agreement enables the State and the Participating Entity to share Confidential Information and Cyber Information and engage in analytical collaboration activities, including technical exchanges associated with cybersecurity risks.

2. **Participating Entity**

2.1 The Participating Entity shall designate Points of Contact, for both Information Technology and cybersecurity related issues, who will be involved in the receipt, dissemination and accountability of the handling Confidential Information or Cyber Information on the effective date of this Agreement and annually thereafter.

2.2 The Participating Entity's Points of Contact shall attend any State training on submission, protection and handling of Confidential Information or Cyber Information.

2.3 The Participating Entity shall submit to, and continuously update as the information changes, the State a list of Participating Entity's contractors whose contracts include protecting the Participating Entity's information and information systems and who therefore may participate in operational data flow and analytic collaboration activities offered by the State.

2.4 The Participating Entity may request: (A) additional information related to risk mitigation efforts; (B) collaboration regarding cybersecurity risks, or (C) briefings of specific and relevant threat topics or incidents.

2.5 The Participating Entity may supply Confidential Information or Cyber Information for a Cybersecurity Purpose. The Participating Entity may or may not own the Confidential

Information or Cyber Information or be the source of the Confidential Information or Cyber Information it produces.

2.6 The Participating Entity shall use reasonable efforts to ensure that Confidential Information and Cyber Information shared is accurate at the time that it is supplied.

2.7 The Participating Entity shall use reasonable efforts to remove from Confidential Information or Cyber Information any information not directly related to a Cybersecurity Threat that the Participating Entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual.

2.8 The Participating Entity agrees that the State may disclose, pursuant to legal and regulatory limitations, use and retain Confidential Information and Cyber Information provided to the State for an Authorized Activity.

2.9 The Participating Entity may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in authorized activities, provided that such third-party representative (1) is advised by the Participating Entity of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party.

2.10 The Participating Entity agrees that, in the event that it discloses Confidential Information and Cyber Information by mistake or in error, it shall promptly notify the State and take all reasonable steps to mitigate, including sending a versioning update, as it is able.

2.11 The Participating Entity shall share Confidential Information or Cyber Information in accordance with State guidance.

2.12 The Participating Entity shall receive Confidential Information and Cyber Information in accordance with State guidance that identifies how Participating Entities can receive Confidential Information or Cyber Information.

2.13 The Participating Entity shall use Confidential Information and Cyber Information for Authorized Activities.

2.14 The Participating Entity shall provide, if requested by the State, a written description of the technical measures and/or protections it has implemented based on State-provided Confidential Information and Cyber Information.

2.15 The Participating Entity shall ensure that any risk mitigation efforts that are based on State-provided Confidential Information and Cyber Information do not initiate communications with related threat resources defined within State provided Confidential Information and Cyber Information without first coordinating such efforts with the State unless expressly prohibited from doing so by a law enforcement agency with proper jurisdiction.

2.16 The Participating Entity shall not disclose, advertise, or publicize, absent legal compulsion or other legal requirement, the identity of any Participating Entity absent that Participating Entity's prior written consent. If Participating Entity is legally compelled to disclose such information, it shall promptly notify the subject of the disclosure unless prohibited by court order.

2.17 The Participating Entity shall work with the State to implement and maintain systems responsible for the aggregation and transmission of Confidential Information and Cyber Information to the State in a robust and secure manner.

2.18 The Participating Entity shall remain responsible for meeting any and all data retention and compliance requirements outside of the environment.

2.19 The Participating Entity shall be responsible for resolving any disruptions in Confidential Information or Cyber Information transmission to the State. Failure to do so may impact the Participating Entity's benefit from State services.

3. NYS Responsibilities

3.1 The NY SOC is a State-provided interface for the sharing of information related to cybersecurity threats, incidents analysis and warnings for State and local governments. Confidential Information and Cyber Information received by the State will be accessible by all NY SOC personnel. All NY SOC personnel who may have access to Confidential Information and Cyber Information are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of the State who may need access to Confidential Information and Cyber Information to assist the NY SOC personnel in carrying out the services described in this Agreement, are also subject to certain non-disclosure agreements.

3.2 The State shall use Confidential Information and Cyber Information solely for Authorized Activities.

3.3 The State may incorporate the non-attributable and anonymized threat, vulnerability, or risk management portion of Confidential Information and Cyber Information submitted by a Participating Entity into analytical products.

3.4 The State shall provide an integrated analysis of Confidential Information and Cyber Information and coordinate and facilitate information sharing among Participating Entities to assist in the early detection and response to cybersecurity threats and security incidents.

3.5 The State may share Confidential Information and Cyber Information with Participating Entities and other entities but shall anonymize the identity of the Participating Entity from any Confidential Information and Cyber Information before sharing with other Participating Entities and other entities, unless the Participating Entity consents affirmatively to disclosure of its identity.

3.6 The State may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in Authorized Activities, provided that such third-party representative (1) is advised by the State of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party.

3.7 The State shall coordinate periodic, relevant, technical exchanges, analytical collaboration, briefings and discussions to support the program activities described in this Agreement as appropriate.

3.8 The State shall respond to requests for information, collaboration, or briefings submitted by a Participating Entity, as appropriate and in accordance with State guidance.

3.9 The State shall maintain the mechanisms for ingesting Confidential Information and Cyber Information from Participating Entities. This pertains to all systems within the NY SOC environment.

3.10 The State shall develop guidance based on industry best practice to provide Participating Entities with instructions on how they must configure and support a secure and reliable transfer of Confidential Information and Cyber Information to the State.

4. Handling of Information

a. Confidentiality Obligations. Each Party will:
   i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Agreement;
   ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Agreement, or as otherwise set forth in this Agreement;
   iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this Agreement;
   iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
   v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
   vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of

the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:

1. Date of the unauthorized use or inadvertent disclosure;
2. Name of the recipient of the unauthorized use or inadvertent disclosure;
3. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
4. Brief description of the Confidential Information or the Cyber Information used or disclosed;
5. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
6. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.

vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and

viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.

b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information

i. The confidentiality obligations in this Agreement do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this Agreement or fault on the part of the Receiving Party; (2) the Confidential Information or Cyber Information was lawfully obtained by the Receiving Party from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Receiving Party developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Receiving Party shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that the

Receiving Party shall comply with Section 4(b)(ii) (Disclosure if Legally Compelled) below; or (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law.

ii. Disclosure if Legally Compelled

1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("**FOIL**") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this Agreement the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.
4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security

i. The Parties shall store Confidential Information and Cyber Information in

a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this Agreement;

ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this Agreement without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 4(c)(ii) will not apply to Sections 4(a) and 13 of this Agreement.

d. Coordination of Public Statements

i. Any public references to or descriptions of the existence of or nature of this Agreement, the program activities undertaken under this Agreement by either Party, or any Analytical Products produced jointly by the Parties under this Agreement shall be done only after coordination, in writing between the Parties.

ii. Each Party shall receive written approval from the other Party before publishing in a journal or similar publications any Confidential Information or Cyber Information provided by the other Party under this Agreement or first created or developed jointly under this Agreement.

5. **TERM**

The term of this Agreement shall be for a period of three years and will automatically renew annually thereafter unless a Party gives notice of termination as required under Section 6 herein. This Agreement reflects the Parties desire to enter into a long-term relationship to enhance collective cybersecurity and risk management capabilities.

6. **TERMINATION**

a. For Convenience

Each Party retains the right to cancel the Agreement without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the Agreement for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. For Cause

For any material breach or failure of performance of the Agreement by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the Agreement if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure. No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the Agreement shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any

similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. Termination Notice
Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this Agreement.

d. Data Migration and Destruction
Upon expiration or termination of this Agreement, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this Agreement, each Party shall destroy the other Parties' Confidential Information and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at https://www.its.ny.gov/document/sanitizationsecure-disposal-standard, and other sanitization and disposal standards where required by State policy or law. If immediate purging of all data storage components is not possible by a Party, that Party will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Party must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

7. **WARRANTIES**
To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

8. **NO PERSONAL LIABILITY**
No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

9. **NO THIRD-PARTY RIGHTS**
Nothing in the Agreement shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the Agreement.

10. **NOTICES**
a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

i. Via certified or registered United States mail, return receipt requested;
ii. By facsimile transmission;
iii. By personal delivery;
iv. By expedited delivery service; or

v. By email.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to-time designate:

ITS:

NYS Office of Information Technology Services
Division of Legal Affairs
Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
Attn: Chief General Counsel
Email: its.sm.dla@its.ny.gov

DHSES:

NYS Division of Homeland Security and Emergency Services
Cyber Incident Response Team
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: CIRT Director
Email: CIRT@dhses.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
Office of Counsel
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: Deputy Counsel
Email: thomas.mccarren@dhses.ny.gov

Participating Entity
Name:
Title:
Address:
Telephone Number:
E-Mail Address:

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

11. **AMENDMENTS**

This Agreement may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity.

12. **DISPUTE RESOLUTION**
The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this Agreement. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.

b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

13. **INDEMNIFICATION**
a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.

b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the ITS and/or DHSES shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the ITS and/or DHSES or of its officers or employees when acting within the course and scope of their employment.

14. **GENERAL PROVISION AS TO REMEDIES**
The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Agreement.

15. **ADDITIONAL REMEDIES**
In addition to any other remedies available to the Parties under this Agreement and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:
- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the Agreement.

16. **INDEPENDENT CONTRACTORS**
Nothing in this Agreement shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this Agreement to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

17. **ASSIGNMENT**
The State may assign this Agreement, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this Agreement as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by OSC, if applicable.

18. **NON-WAIVER**
The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this Agreement shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this Agreement shall constitute a waiver of any subsequent breach or breaches of such term.

19. **ENFORCEABILITY/SECTION HEADINGS**
In the event any clause, or any part or portion of any clause of this Agreement shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this Agreement.

20. **JURISDICTION**
This Agreement shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this Agreement shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

21. **EXECUTION**
By execution, delivery and performance of this Agreement, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This Agreement constitutes the legal, valid, and binding obligation of the Parties hereto.

22. **ENTIRE AGREEMENT**
This Agreement represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

23. ORDER OF PRECEDENCE

The provisions of this Agreement and, if applicable, the Intergovernmental Agreement for the Provision of Endpoint Protection and Response Services (EDR Agreement) shall be construed and interpreted as consistent whenever possible. In the event of a conflict between the terms of this Agreement and the EDR Agreement, the terms of this Agreement shall take precedence.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

By: _____

Name: _____

Title: _____

Date: _____, 20__

CORPORATE ACKNOWLEDGMENT STATE OF _____} ss.: COUNTY OF _____} On the _____ day of _____ in the year 20__, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at _____, Town/City of _____, County of _____ , State of _____; and further that s/he is the _____ of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of _____ , s/he is authorized to execute the foregoing instrument on behalf of _____for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

_____

Notary Public

NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES By: _____.

Name: _____

Title: _____

Date: _____, 20__

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
By: _____

Name: _____

Title: _____

Date: _____, 20__

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 106

RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT R0121 – PULASKI COURTHOUSE

By Legislator Paul House:

WHEREAS, this body has previously approved Resolution Number 123 of 2021 for renovation and repair needs at the H. Douglas Barclay Courthouse; and

WHEREAS, this capital project authorization needs to be increased to begin engineering and architectural work; and

NOW, upon recommendation of the Infrastructure & Facilities and Finance & Personnel Committees of this Legislature; be it

RESOLVED, that the county Treasurer be, and hereby is, authorized to increase Capital Project R0121 by $115,600 from Building Renovation Capital Reserve No. 21; and be it further

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

Authorized Budget Modification **Res. 106 of 2024**

H 529000 R0121	**$115,600.00**
H 450310 R0121	**($115,600.00)**

COUNTY OF OSWEGO
BUILDINGS & GROUNDS DEPARTMENT

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

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

Rick Doten
Superintendent

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of Capital Project # R0121 – Pulaski Court House.

PURPOSE: To increase the authorization level of Capital Project # R0121 -Pulaski Court House by $ 115,600 using funding from Building Renovations Reserves.

SUMMARY: After establishing this Capital Project, the project needs to be increased to begin architectural and engineering work to start the repairs to the exterior of the building, replacing windows and restoring the steps and pillars of the historical building.

RECOMMENDED: I request the transfer of $ 115,600 from Building Renovation Reserves to Capital Project # R0121 – Pulaski Court House.

ACTION: Transfer $ 115,600 from the Buildings Renovation Reserve to Capitol Project # R0121 – Pulaski Court House, which will increase the authorization level to $ 123,100.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
H	529000	R0121				Increase CP#R0121	115,600.00
			H	450310	R0121	Increase CP#R0121	(115,600.00)
						This capital project is being increased through a transfer of funds	
						from Capital Reserve 21.	

Rod Colt 4-2-24

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

4/2/24

COUNTY ADMINISTRATOR DATE

Paul E Kwasnik 4-2-24

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver 7.18.23

RESOLUTION NO. 107

RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – RFP 24-BG-001 ARCHITECTURAL & ENGINEERING SERVICES FOR THE EXTERIOR RESTORATION & REPAIR – H. DOUGLAS BARCLAY COURTHOUSE

By Legislator Paul House:

WHEREAS, the County issued a request for proposal for a vendor to provide Architectural & Engineering Services for the Exterior Restoration and Repair - . Douglas Barclay Courthouse; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 24-BG-001) from multiple qualified firms to provide Architectural & Engineering Services for the Exterior Restoration & Repair - H. Douglas Barclay Courthouse; and

WHEREAS, the Oswego County Buildings and Grounds Department and Oswego County Purchasing Department have reviewed the proposal received and determined the proposal from GYMO Architecture, Engineering & Land Surveying, DPC, 18969 US Route 11, Watertown, NY 13601 meets the County's needs; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Infrastructure Committee that the County of Oswego awards the professional service contract for providing Architectural & Engineering Services for the Exterior Restoration & Repair of the H. Douglas Barclay Courthouse to GYMO Architecture, Engineering & Land Surveying, DPC, 9 US Route 11, Watertown., NY 13601 at an approximate cost of $115,600 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 APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

OSWEGO COUNTY PURCHASING

46 E Bridge Steet, Oswego NY 13126
Phone (315)326-6052 Fax (315)342-2468
Email: Purchasing@OswegoCounty.Com

RFP 24-BG-001 A&E SERVICES FOR THE EXTERIOR RESTORATION & REPAIR – H. DOUGLAS BARCLAY COURTHOUSE

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC
AUBERTINE & CURRIER	522 Bradley Street Watertown, NY 13601	$119,420.00	86.7	X X X X X
DELTA ENGINEERS, ARCHITECTS & SURVEYORS	860 Hooper Road Endwell, NY 13760	$299,500.00	78.7	X X X X X
GYMO ARCHITECTURE, ENGINEERING & LAND SURVEYING, DPC	18969 US Route 11 Watertown, NY 13601	$115,600.00	89.0	X X X X X
LABELLA ASSOCIATES,DPC	22 Depot Street # 16 Potsdam, NY 13676	$196,300.00	82.7	X X X X X

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

Solicitation Process: RFP 24-BG-001 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on January 26,2024. It was also sent directly to the following thirteen (13) vendors:

- Aubertine & Currier
- Barton & Loguidice, P.C.
- Bell and Spina
- C&S Engineers
- CHA Companies
- Delta Engineering
- EDR
- Foit & Albert Associates
- JMT of New York
- LaBella Associates
- Plumley Engineers
- Prudent Engineers
- Ram Tech Engineers

Number of Responses: Four (4)

RFP 24-BG-001 – A&E EXTERIOR RESTORATION & REPAIR – H. DOUGLAS BARCLAY COURTHOUSE

AUBERTINE & CURRIER	Pro • Familiarity -worked on County projects before. • Locality - Watertown • 2nd lowest price • WBE and DBE Firm Con • Cost • Smaller Firm
DELTA ENGINEERS, ARCHITECTS & SURVEYORS	Pro • Size of Company • Alot of experience relating to similar projects. Con • Cost , price was extremely higher. • Proposal cost did not include Contract Admin.
GYMO ARCHITECTURE ENGINEERING & LAND SURVEYING, DPC	Pro • Lowest proposal cost • Familiarity – worked with County on past projects and is currently working on some County projects. • Locality Con • Smaller Firm
LABELLA ASSOCIATES,DPC	Pro • Past Experience working with the County. • Larger Firm with good resources. • Numerous Office locations Con • Cost

Proposals Reviewed By:
Rick, Doten, Matt Kitts and Holly Carpenter.

Evaluation Summary: The evaluation committee reviewed and rated the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to Gymo Engineers.

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

Schedule A Evaluation Comparison

RFP 24-BG-001 - A Exterior Restoration Repair - H. Douglas Barclay Courthouse

Total Points	Evaluation Criteria	Aubertine & Currier			Delta Engineers			Gymo Architecture & Engineering			LaBella		
	Evaluator	HC	MK	RD	HC	MK	RD	HC	MK	RD	HC	MK	RD
40	Experience & Capabilities	35	34	35	37	37	35	34	35	35	37	37	35
30	Management Outline and Project Approach	28	28	27	28	26	25	27	28	27	28	27	25
10	Business & Organization	8	8	7	9	8	8	8	9	7	9	8	8
20	Cost	18	18	14	8	10	5	20	19	18	10	14	10
100	Total Points	89	88	83	82	81	73	89	91	87	84	86	78
Rating per Evaluation		86.7			78.7			89.0			82.7		

RD Rick Doten
HC Holly Carpenter
MK Matt Kitts

RESOLUTION NO. 108

RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0124 COUNTY ROUTE 12 BRIDGE OVER FISH CREEK

By Legislator Paul House:

WHEREAS, the CR 12 bridge over Fish Creek, BIN 3313530, in the Town of Schroeppel, Oswego County, New York has several bridge superstructure components that are not functioning as originally designed; and

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

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

RESOLVED, that the Treasurer is hereby authorized to transfer $175,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0124 CR 12 bridge over Fish Creek.

Capital Project No. B0124	**Total Authorization**
Bridge – CR 12 Bridge over Fish Creek	$175,000

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification **Res. 108 of 2024**

H 529000 B0124	$175,000.00
H 450310 B0124	($175,000.00)
A9901 599011	$175,000.00

COUNTY OF OSWEGO
HIGHWAY DEPARTMENT

31 Schaad Drive
Oswego NY 13126
(315) 349-8712 Fax (315) 349-8256
Shawn Walker, Highway Superintendent Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a capital project for the purpose of replacing the CR 12 bridge over Fish Creek, BIN 3313530, in the Town of Schroeppel, Oswego County, New York.

SUMMARY: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize to establish Capital Project No. B0124 with an authorization level of $175,000 for the replacement of the CR 12 bridge over Fish Creek.

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

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project B0124.

_____ _____

Shawn Walker
Highway Superintendent

Date

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER				
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	DOLLAR AMOUNT
H	529000	B0124				Establish CP# B0124 - CR 12 Bridge over Fish Creek	175,000.00
						Town of Schroeppel BIN 331353	
			H	450310	B0124	CP#B0124 - Interfund Transfer	(175,000.00)
			A9901	599011		Highway Interfund Transfer	175,000.00
						This capital project is being funded through a transfer of funds from	
						Highway Appropriated Fund Balance DM 159900	

4-2-24
DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

4 2 24
COUNTY ADMINISTRATOR DATE

4-2-24
CHAIRPERSON DATE

COUNTY TREASURER DATE

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 109

RESOLUTION APPOINTING MEMBERS TO THE OSWEGO COUNTY SOLID WASTE MANAGEMENT BOARD

By Legislator Paul House:

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

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

RESOLVED, that the following named persons be, and hereby are, appointed members of the Oswego County Solid Waste Management Board for terms to expire December 31, 2024.

Mr. Lee McMillen Hannibal

Hon. James Weatherup, as Chairman of Legislature

Hon. Linda Lockwood, Volney

Ms. Sandra Green, Volney

Mr. Martin Miller, Novelis

Mr. Herman Jordal, Felix Schoeller

Mr. Todd Butler, Butler Disposal Systems

Hon. Paul House, as Chairman of the Infrastructure Committee

Mr. Shawn Walker, County Superintendent of Highways

Mr. Craig Rebeor, Oswego City DPW Commissioner

Mr. Michael Lutestanski II, Director of Solid Waste Programs

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 20 NO: 0 ABSENT: 2 ABSTAIN: 3

Oswego County Department of Solid Waste

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Stephen Walpole, Chairman
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Appoint of Solid Waste management Board Members

DATE: March 18, 2024

Local Law #3 of 2008 establishes that the membership of the Oswego County Solid Waste Management Board shall be appointed annually by the Legislature. The following named persons be, and hereby are, appointed members of the Oswego County Solid Waste Management Board for terms to expire December 31, 2024. There are 3 vacancies that the board will canvass the county to fill.

Mr. Lee McMillen Hannibal

Hon. James Weatherup, as Chairman of Legislature

Hon. Linda Lockwood, Volney

Ms. Sandra Green, Volney

Mr. Martin Miller, Novelis

Mr. Herman Jordal, Felix Schoeller

Mr. Todd Butler, Butler Disposal Systems

Hon. Paul House, as Chairman of the Infrastructure Committee

Mr. Shawn Walker, County Superintendent of Highways

Mr. Craig Rebeor, Oswego City DPW Commissioner

RESOLUTION NO. 110

RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF SOLID WASTE- UNAPPROPRIATED FUND BALANCE TO LANDFILL AND TRANSFER STATIONS OTHER EQUIPMENT

By Legislator Paul House:

WHEREAS, The Department of Solid Waste has had to remove multiple pieces of rolling equipment from service, due to use and age, to maintain material flows at various transfer stations, the landfill, the ERF and proper landfill management, Oswego County Dept of solid waste requests the funding from the unappropriated fund balance to purchase two (2) compact loaders, one (1) additional ejector trailer for MSW, one (1) Dirt roller/vibrating compactor; and

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

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

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification **Res. 110 of 2024**

CL 159900	**($388,400.00)**
CL8160 526000	**$388,400.00**

Oswego County Department of Solid Waste

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Stephen Walpole, Chairman
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Solid Waste and Transfer Stations Budgetary Modification Unappropriated fund balance to Other equipment – For Various Solid Waste Mobile Equipment

DATE: March 18, 2024

The Department of Solid Waste continues to repair and maintain mobile equipment that has high hours and is aging. Last year (2023) we purchased 5 ejector trailers for hauling msw, the plan for this year is for 2 which have been budgeted for(and are currently out for bid). I would like to increase that from 2 to 3.

We currently have a 1987 BOMAG dirt roller/vibrating compactor that is worn out, (very difficult to source parts for) and it is an open cab. The rules now call for anything on the landfill to be an enclosed cab. We use the roller to build and maintain the roads, and slopes on the landfill. We have rented a 2023 unit, (for $4,500.00 a month) and would like to purchase this unit.

We are also having major issues with our fleet of wheeled loaders. We currently have a full size wheel loader at each transfer. They are units that cycled through the ERF as unit loaders and have 20,000 plus hours on them. Due to the materials handled and the environment, the electronics and wiring have corrosion and animal damage. The emissions systems, engines are wearing out and need to be replaced, which on the tier 4 emission systems, can be 15-20K, engine rebuild/replace is 30-40k. Going forward we will plan better for the spending on aged equipment vs replacing the equipment and machine usage. We can utilize a compact loader at some of the transfers vs a full size loader and a skidsteer. This will potentially eliminate the need for some of the skidsteers as well. The compact loaders also fall below the DEF horsepower requirement for emissions. We are currently renting a large wheel loader for our operations at Bristol Hill for $4,500.00 per month.

The dept would like to purchase 2 compact loaders, one for Bristol Hill Transfer and one for Hannibal Transfer. These are 90k each, the MSW Ejector trailers are $96.4k ea, and a 2023 roller is 112k. The total for this budget modification is $388,400.00

Mar-24

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
CL	159900					Solid Waste Unappropriated Fund Balance	(388,400.00)
			CL8160	526000		Other Equipment	388,400.00
						Fund transfer to cover equipment purchase, BristolHill Landfill	
						and transfer stations	

M [illegible] 4/2/24

DEPARTMENT HEAD DATE

*DIRECTOR OF HUMAN RESOURCES DATE

*If Personnel Services are impacted

[signature] 4 2 24

COUNTY ADMINISTRATOR DATE

Paul E. Hamm 4-2-24

CHAIRPERSON DATE

COUNTY TREASURER DATE

Ver. 7.18.23

RESOLUTION NO. 111

RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION IN THE HUMAN RESOURCES DEPARTMENT

By Legislator Stephen Walpole:

WHEREAS, in order to better meet the ever-increasing demands on departmental personnel to provide new employee orientations, attend job fair opportunities, process applications for exam announcements and job recruitments, and to better administer examinations, while allowing the department to function efficiently and effectively; and

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

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

RESOLVED, that position #143053301, Senior Human Resources Assistant, Grade 7, in the CSEA COOP Bargaining Unit be reclassified to a Human Resources Technician, Grade 9, in the same CSEA COOP Bargaining Unit; and be it further

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

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 23 NO: 0 ABSENT: 2 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

OSWEGO COUNTY
HUMAN RESOURCES DEPARTMENT

Julie A. Bell
Director of Human Resources

COUNTY BUILDING
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
(315) 349-8209 • Fax: (315) 349-8254
www.oswegocounty.com

INFORMATIONAL MEMORANDUM

Subject: Request for authorization to reclassify one position within the Human Resources Department.

Purpose: Due to a retirement of a long term employee and the re-evaluation of departmental staffing and ever increasing demands on departmental personnel to provide new employee orientations, attend job fair opportunities, process applications for exam announcements and job recruitments, and to better administer examinations, this proposed change will allow the department to function efficiently and effectively while maintaining and providing continued succession planning opportunities within the department.

Summary: With the continued progression of changes to Oswego County employment turnover and job recruitments, the opportunity exists to restructure operations. The reclassification will provide the department with a staff member who will assist the Human Resources Administrator in performing key responsibilities of exam and recruitment services, while maintaining a high level of specialized clerical support of the civil service and human resources function of the department.

Recommended Action: To authorize the proposed reclassification of the Senior Human Resources Assistant position, Grade 7, in the County of Oswego Office Personnel Bargaining Unit, to a Human Resources Technician, Grade 9, within the Human Resources Department.

Fiscal Impact: There will be no fiscal impact.

POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: **Human Resources** **DIVISION/UNIT (NUMBER):** 1430

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: Sr Human Resources Asst 2. Position #: 143053301

3. Present Salary/Hourly Rate: 19.80 Grade: 7

4. Requested Title: Human Resources Technician

5. Requested Salary: _____

   a. Bargaining Unit: COOP Hourly Rate: 22.26 Grade: 9

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

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

7. Justification of Need (use additional sheets as necessary): *This position is a critical position within the HR Department performing higher-level professional work which involves exam administration, position recruitment,new employee orientation, attends job fairs, maintaining various civil service records, employment, and payroll records to include all county, schools, towns, villages, and special districts. Employee must understand the County's Civil Service Rules and be familiar with Civil Service Laws as they advise school administrators, county department heads, town and village officials on the rules and regulations of civil service. Attention to detail and accuracy is crutial in this position.*

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	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION
Human Resources		

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: *Human Resources Technician*

PERCENT OF WORK TIME	
10	*Conducts new employee orientations*
10	*Performs routine administrative duties of an examination program including but not limited to: ordering exams and exam materials, scheduling monitors, organizing exam material, planning seating arrangements, instructing candidates during examinations, etc*
15	*Reviews personnel transactions to ensure conformance with Civil Service Law and Rule and enters all transactions into the Civil Service database;*
15	*Reviews applications for examination and makes determinations as to the qualification of applicants;*
10	*Participates in payroll certification functions by inputting roster record entries into Civil Service database, checking validity of job titles, rates of compensation and accuracy of computations;*
5	*Assists in preparation of procedural manuals, bulletins, and personnel policies*
5	*May assist in preparation of research studies and prepare a variety of written reports, recommendations and position papers*
5	*Prepares written reports and memos, as needed;*
5	*May assist in the classification of positions and prepares job specifications*
20	*Acts as Civil Service Exam Administrator for civil service exams held by Oswego County*
	(Attach additional sheets if more space is needed)

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

NAME	TITLE	TYPE OF SUPERVISION
ssica Vanella	HR Administrator	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

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

Education: ☒ **High School** 4 **years**

☒ **College** 2 **years, with specialization in** labor relations, human resource management, business administration, public administration or related

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type): *clerical experience which must have included leading presentations or providing instructions for groups*

Essential knowledge, skills and abilities: *Good Knowledge of: human resource administration; business English; office terminology, practices, and procedures; communicate effectively both orally and in writing; understand and follow complex oral and written instructions; prepare and maintain records and reports; communicate effectively, both orally and in writ*

Type of license or certificate required: n/a

7. The above statements are accurate and complete.

Date: **Title: Director of Human Resrouces** **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. 112

RESOLUTION AUTHORIZING 2024 TAX PROPERTY AUCTION

By Legislator David Holst:

WHEREAS, the County of Oswego has heretofore acquired or soon to be acquired titles, pursuant to provisions of the Real Property Tax Law of the State of New York, to certain parcels of real estate; and

WHEREAS, THE Oswego County Legislature is desirous of selling said parcels at public auction, pursuant to policy, terms and conditions heretofore established; and

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

RESOLVED, that the County Treasurer of the County of Oswego, in the name of the Oswego County Legislature, be authorized and empowered to sell and convey under his hand and seal, certain described parcels of real estate, as shown on the attached schedule, titles to which were acquired by tax foreclosures of 2019 and prior, 2020, 2021, 2022 pursuant to the 2024 Tax Auction Policy and Terms and conditions of said auction; and be it further

RESOLVED, that the online tax property auction shall commence on May 14, 2024, and end on June 11, 2024.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

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

4/9/24

INFORMATIONAL MEMORANDUM

Subject: **RESOLUTION AUTHORIZING SALE OF PROPERTIES FROM THE 2024 TAX PROPERTY AUCTION**

Background: Seeking approval to auction and transfer properties to the highest bidder from the 2024 Tax foreclosure Property Auction. Every property on attached sheet will be deeded over to the highest bidder in accordance with the real Property law. The online auction will take place on June 11, 2024.

Recommendation: The Treasurer strongly recommends this request.

Schedule A
County of Oswego 2022 (2 Year) or Prior
Tax Delinquent Properties Index # C-2023-0670

Town of Albion

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-20-01	485	Frank Ricky	2599-605 State Route 13	088.00-03-10
2024-20-02	314	Harry Balram, Paul Simon A	Castor Road	102.00-02-01.01
2024-20-03	314	Harry Balram, Paul Simon A	Castor Road	102.00-02-01.03
2024-20-04	314	Harry Balram, Paul Simon A	Castor Road	102.00-02-01.04
2024-20-05	314	Quackenbush David	574 Hong Kong Road	102.00-02-13.2

Town of Amboy

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-22-01	210	Cusson Tracy J, Shelby L	93-101 Cusson Drive	211.00-01-10.06
2024-22-02	242	Ibbitson Susan, Parker LouAnn	181 Garcia Road	177.00-01-01.06
2024-22-03	240	Ibbitson Susan D, Parker LouAnn	129 Garcia Road	177.00-01-01
2024-22-04	260	Smith Andrea C	440 Birmingham Woods Rd	230.00-01-24.24
2024-22-05	260	Stafford Richard G, Yvette M	44 Goose Point Road	230.00-01-24.02
2024-22-06	314	Palumbo Michael J	586 County Route 17A	213.00-01-33.03
2024-22-07	314	Scheidel Joseph	14 Nichols Road	179.00-01-11.09

Town of Boylston

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-24-01	260	Mutter Richard W, John E	225 County Route 13	023.00-01-04

Town of Constantia Village of Cleveland

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-26-01	270	Johnson Tammy L	Beach Road	313.06-02-07.11

Town of Constantia

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-26-02	270	Potter Penny, Bisbo David	201 County Route 23B	245.00-01-01.112

Town of Granby

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-28-01	270	Bogart James M	470 County Route 3	235.00-11-07
2024-28-02	270	Bourlier Alex	118 German-Dale Drive	269.00-01-10.23
2024-28-03	270	Course Montie A, Naranjo Claudia	591 County Route 8	286.00-01-04.112
2024-28-04	270	Rennie Edward	619 County Route 3	234.00-04-02

2024-28-05	210	Rinn Timothy A	25 Ditzer Drive	201.00-02-03.05
2024-28-06	210	Rodriguez Margarito H, Mannigan Ester	1623 State Route 48	236.09-01-08
2024-28-07	270	Schulz Warren	1080 State Route 176	269.00-04-02.02
2024-28-08	270	Sherman William	108 German-Dale Drive	269.00-01-10.21
2024-28-09	270	Wilber Frederick J, Michelle	611 Phinney Road	234.00-07-10
2024-28-10	322	Kunik Richard	Chase Road	235.00-03-29
2024-28-11	311	Kunik Richard	Chase Road	235.00-03-30.01

Village of Hannibal

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-30-01	311	Cuyler Jared	Oswego Street	232.16-02-17

Town of Hannibal

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-30-02	270	Freeman Scott	202 Phinney Road	251.00-03-15
2024-30-03	270	Hansson Raymond D	146 Martville Road	267.00-10-17.04
2024-30-04	270	Hardy William A Sr	9636 State Route 104	249.00-09-13.01
2024-30-05	270	Laurent Scott C	196 Kellogg Road	250.00-05-27.01
2024-30-06	210	Myers Arlene J	379 County Route 21	267.00-10-09
2024-30-07	210	Reed George W Jr	887-95 County Route 7	233.00-06-15
2024-30-08	314	Froio Samuel	1175 County Route 85	216.00-01-15
2024-30-09	314	Handville Richard Est	State Route 34	266.00-02-03.05

Town of Hastings

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-32-01	210	Kaplan Joseph	3702 State Route 49	258.00-04-20
2024-32-02	210	Lalone Michael R	47 County Route 32	243.03-03-07
2024-32-03	270	Yarman Julia I, Barbara	951 County Route 37	307.11-03-06
2024-32-04	314	Basile Alycia M	Cornell Road	208.00-05-18.01
2024-32-05	314	Calkins Lisa A	Lindsay Lane	208.00-05-07.32
2024-32-06	314	Ciaramella Evelyn	Little Canada Road	259.00-07-26
2024-32-07	322	Ladd Kevin D	County Route 12	259.00-04-10.04

Town of Mexico - Village of Mexico

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-34-01	210	Hiler William, Carolyn	4373 Church Street	134.10-06-10
2024-34-02	433	LaPlante Edmund J	3297 Main Street	134.10-08-09

Town of Mexico

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-34-03	210	Mc Lean Frederick A, Vicki L	101 Countryman Road	099.00-03-15.12

2024-34-04	311	Lasinski Anthony	County Route 40	083.09-01-41.1

New Haven

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-38-01	210	Adams Melissa	3865 County Route 6	097.00-03-45
2024-38-02	210	Hall Amiee	3534 County Route 6	114.00-04-29

Town of Orwell

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-40-01	271	Sweeting Pamela	585 Hog Back Road	088.00-01-01.1

Town of Oswego

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-42-01	210	Davis David L Jr	58 Lakeshore Road	144.12-02-07
2024-42-02	423	He Yuan (Millar Thomas J)	68 County Route 89	127.18-01-01.01
2024-42-03	314	Stevens Ann Estate	Ridge Road	183.00-06-10.01

Town of Palermo

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-44-01	210	Butler Dale K	172 Factory Road	205.00-02-11
2024-44-02	210	Dunham Living Trust Joanne R	353 County Route 35	188.00-02-14
2024-44-03	270	Fisher George	494 Paradise Road	189.00-01-18.13
2024-44-04	210	Ouderkirk Howard A	107-111 Clifford Road	205.00-01-02.1
2024-44-05	314	Fulton NY DG, LLC	State Route 3	205.00-07-13.04
2024-44-06	314	Skilinskis Thomas	Lot 10 Road	206.00-03-12.03

Town of Parish

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-46-01	210	Haust Daniel J	294 Dutch Hill Road	210.00-02-06.02
2024-46-02	270	Kilts Marilyn	3129 State Route 69	173.00-03-01.2
2024-46-03	270	Price Jeremy Michael (KeyBank)	2037 State Route 69	193.00-02-24
2024-46-04	314	Skilinskis Thomas E	Kipp Road	174.00-02-19

Town of Richland Village of Pulaski

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-50-01	210	Charles Kenneth, Alan	18 Glen Ave	059.16-02-18

Town of Richland

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-50-02	270	French Louis H (Brown Mary Lou)	561 Towne Road	086.00-01-20.12
2024-50-03	210	Tanbell Beth M	3027 County Route 2	060.00-02-19

Town of Sandy Creek Village of Sandy Creek

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-52-01	210	Caston Harry, Rotach Rose	2102 Lake Street	019.19-05-22.01

Town of Sandy Creek

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-52-02	210	Dillabough David W Jr	25 Rocking Horse Road	027.11-03-08
2024-52-03	210	Kent Ralph A, Fayette Merry B	5785-87 US Route 11	029.00-04-13
2024-52-04	210	Snedeker Robert, Shari	23 Carr Drive	029.00-04-04.03
2024-52-05	210	Snovich William, Lois	2442 County Route 15	029.00-01-10.04
2024-52-06	311	Chamberlain Calvin B	Caster Road	009.00-01-11

Town of Schroeppel Village of Phoenix

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-54-01	210	Cronin William, Thompson Cheryl	27 Volney Street	303.16-04-09
2024-54-02	210	Hoxie Brendan	36 Spring Street	304.13-04-23
2024-54-03	311	Swenszkowski Sean P, Mayer Kelly	494 Main Street	303.20-02-06
2024-54-04	210	Cronin William (Thompson Sarah)	29 Barnes Street	303.20-05-03

Town of Schroeppel

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-54-05	210	Andrews Lawrence P Jr, Stacie M	37 Hilltop Drive	314.00-01-09
2024-54-06	270	Bieganowski David, Lisa	9 County Route 54	290.00-01-24.1
2024-54-07	270	Drake Robert T	27 Perry Road	256.00-04-29
2024-54-08	270	Keller Charles A	148 Godfrey Road	256.00-04-22
2024-54-09	240	Spina Frank D	290 County Route 6	272.00-03-06.2
2024-54-10	270	Spina Frank D	1131 County Route 57	288.00-02-10
2024-54-11	311	Coffey William G, Hiscock Jennifer J	Hawthorne Road	288.00-02-50
2024-54-12	314	Kline Estate David E	Kline Road	291.00-07-28.11

Town of Scriba

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-56-01	270	Cornell Donald	471 County Route 51A	130.00-04-06.12
2024-56-02	314	Taylor Calvin	Off Maiden Lane Road	130.00-01-43

Town of Volney

Serial No	Class	Assessed Owner	Address	Parcel ID
?024-58-01	270	Osborn Dale, Lindsey	2129 County Route 45	204.00-01-16.2
2024-58-02	210	Phillips John	269 Owens Road	254.00-04-16
2024-58-03	314	Smith Daniel J III, Ruby H	Baldwin Road	186.00-03-05.03

Town of West Monroe

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-60-01	270	Bisbo David, Potter Penny	372-376 County Route 26	227.00-03-10.06
2024-60-02	210	Nieroda Kay (Hutchison Lois)	215 Whig Hill Road	260.00-03-23.01
2024-60-03	270	Stevens Georgina B	2336 State Route 49	278.00-06-03

Town Of Williamstown

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-62-01	210	Dupont Jessica	464 State Route 13	179.01-01-08
2024-62-02	270	Metott Jessica	2823-27 County Route 17	179.01-03-08
2024-62-03	312	Metott Jessica	462 State Route 13	179.01-01-09.1

City of Oswego

Serial No	Class	Assessed Owner	Address	Parcel ID
2024-12-01	210	Mosbo E Paul, Vivian Anderson	18 Brandan Trail	146.49-01-20
2024-12-02	210	Raponi Autumn E	36 E Oneida Street	128.56-05-02
2024-12-03	311	Casaletta Kathleen M	E Seventh Street	128.40-02-08.02
2024-12-04	311	Pecoy Hannah	68 E Schuyler Street	128.40-03-01.02
2024-12-05	311	Thompson Gilbert, Elsie	266 Duer Street	128.57-03-14

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 113

RESOLUTION APPROVING THE EXECUTION OF A CONSULTING AGREEMENT WITH ALEX BOGAWITCH CONCERNING THE ATTIS ETHANOL FULTON PROPERTY

By Legislator David Holst:

WHEREAS, the county is presently the owner of four of the five parcels comprising the former Attis Ethanol Fulton properties; and

WHEREAS, it has become apparent that the properties require supervision and oversight by an individual familiar with same to keep them safe, secure and preserve their value; and

WHEREAS, the county has, heretofore, entered into a consulting agreement with Alex Bogawitch whom has significant experience and expertise concerning the facility and is willing to assist the county on certain terms and the parties wish to extend this arrangement as it has improved and stabilized the facility and benefitted the county; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of this body, it is hereby

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to enter into a consulting agreement with Alex Bogawitch for a sum not to exceed $5,000 per month, or pro-rated on a per diem basis for any term lesser than a month through December 31, 2024, unless subsequently authorized by this body, to be paid from the development & efficiency fund.

ADOPTED BY VOICE VOTE ON APRIL 11, 2024:
YES: 22 NO: 0 ABSENT: 3 ABSTAIN: 0