

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR  
JANUARY 7, 2021**

OSWEGO COUNTY LEGISLATURE	01	RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR PUBLICATION OF ALL ELECTION NOTICES, OFFICIAL CANVASS, LOCAL LAWS, NOTICES AND OTHER MATTERS REQUIRED BY LAW TO BE PUBLISHED
	02	RESOLUTION DESIGNATING THE OSWEGO COUNTY TREASURER AS THE RESPONSIBLE OFFICIAL TO CORRECT CLERICAL ERRORS AND ERRORS IN ESSENTIAL FACT UNDER REAL PROPERTY TAX LAW §556
	03	RESOLUTION ADOPTING AN OSWEGO COUNTY INVESTMENT POLICY AND DESIGNATING BANKS AS DEPOSITORIES OF COUNTY FUNDS
	04	RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – GRANT WRITING – LEGISLATURE
	05	RESOLUTION AUTHORIZING THE REAL PROPERTY TAX SERVICES TO CHARGE AND COLLECT FEES FOR TAX BILL FILES
	06	RESOLUTION AUTHORIZING RENEWAL OF LEASE FOR BOARD OF ELECTIONS ON CERTAIN TERMS WITH OPERATION OSWEGO COUNTY, INC. (185 East Seneca Street)
	07	RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING, CARES ACT RURAL TRANSIT FUNDS
	08	RESOLUTION AUTHORIZING EXECUTION OF A TAX AGREEMENT WITH SOLAR PARK ENERGY, LLC CONCERNING A SOLAR PROJECT IN THE TOWN OF VOLNEY
	09	RESOLUTION AUTHORIZING BUDGETARY MODIFICATION COUNTY ATTORNEY’S OFFICE – TRANSFER OF FUNDS
	10	RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – COUNTY ATTORNEY’S OFFICE

**RESOLUTION NO. 001**

**RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR  
PUBLICATION OF ALL ELECTION NOTICES, OFFICIAL CANVASS, LOCAL  
LAWS, NOTICES AND OTHER MATTERS REQUIRED BY LAW TO BE  
PUBLISHED**

By Legislator David Holst:

Pursuant to the authority contained in Subdivisions 1 and 2 of Section 214 of the County Law; be it hereby

RESOLVED, that the following named newspapers be, and they hereby are, designated as the official newspapers, published within the County of Oswego, for the publication of all election notices, official canvass, local laws, notices and other matters required by law to be published:

Palladium Times of Oswego, NY

Oswego County Weeklies of Mexico, NY

**ADOPTED BY CONSENT ON JANUARY 7, 2021:**

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

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 002**

**RESOLUTION DESIGNATING THE OSWEGO COUNTY TREASURER AS THE RESPONSIBLE OFFICIAL TO CORRECT CLERICAL ERRORS AND ERRORS IN ESSENTIAL FACT UNDER REAL PROPERTY TAX LAW §556**

By Legislator John Martino:

WHEREAS, from time to time the County of Oswego receives requests for refunds and credits of property taxes under Real Property Tax Law §556; and

WHEREAS, Real Property Tax Law allows the Oswego County Legislature to delegate the handling of refunds pertaining to clerical errors and errors in essential fact to a responsible official for refunds of \$2,500 or less or such other sum not to exceed \$2,500; and

WHEREAS, heretofore, the Oswego County Treasurer has been so designated; and

WHEREAS, it promotes governmental efficiency to have a responsible official so designated as, otherwise, each credit or refund must be approved by this body; and

WHEREAS, an authorizing resolution is both necessary and proper,

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

RESOLVED, that the Oswego County Treasurer be and is hereby designated as the authority to perform the duties of the Oswego County Legislature, as provided in RPTL §556 concerning refunds or credits for errors in essential fact or clerical errors; and, it is further

RESOLVED, that the authority of the Oswego County Treasurer regarding the refunds of errors in essential fact or clerical errors shall be applicable only where the recommended refund or credit is twenty-five hundred dollars or less.

**ADOPTED BY CONSENT ON JANUARY 7, 2021:**

**YES: 23      NO: 1      ABSENT: 2      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 003**

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

By Legislator John Martino:

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

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

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

RESOLVED, that the Oswego County Legislature hereby adopts the Oswego County Investment Policy, a copy of which is attached hereto and made a part hereof, which includes a list of the banks designated as depositories of county funds.

**ADOPTED BY CONSENT ON JANUARY 7, 2021:**

**YES: 23      NO: 1      ABSENT: 2      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 004**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –  
GRANT WRITING - LEGISLATURE**

By Legislator Tim Stahl:

WHEREAS, the Oswego County Legislature desires to continue to ease taxpayers' burden by aggressively seeking grants using the services of a professional grant writer; and

WHEREAS, Strategic Development Specialists (SDS) of Syracuse, NY has successfully performed these services for Oswego County since 2017, assisting the County to acquire over \$2.5 million in grants, and;

WHEREAS, the current contract with SDS expires December 31, 2020 and SDS has expressed its desire to renew the contract at the current price with the addition of assisting the County with Lake Ontario REDI grant administration and shared services panel reimbursement; and

WHEREAS, funding for this contract is available in the Development & Efficiency Fund;

NOW, THEREFORE, BE IT RESOLVED, that the Oswego County Legislature extends the current contract with Strategic Development Specialists of Syracuse, NY for a sum not to exceed \$65,000.

**ADOPTED BY CONSENT ON JANUARY 7, 2021:**

**YES: 23      NO: 1      ABSENT: 2      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

## CONTRACT SIGN-OFF SHEET

All contractual agreements or addendums committing County government to any obligation in excess of three thousand dollars (\$3,000) per year, or establishing revenue schedules potentially at or above that sum, shall be accompanied by this sign-off sheet. **After completing the top section, send this cover sheet to Purchasing with all contract documents attached.**

Project : Grant Writing

Between: Oswego County (~~Department of~~)

And: Strategic Development Specialists

Addendum? ☐ Yes ☒ No

Local or State Bid/RFP/Contract Number: N/A

Dept. and Line No.: Dev & Efficiency Capital Project No. \_\_\_\_\_

*If this vendor is not currently on file with the County, a W-9 form must be completed and returned by the vendor to the County Treasurer prior to any payments.*

CONTRACT APPROVED AS TO FORM County of Oswego
JAN 16 2020
Office of the County Attorney Richard C. Mitchell Oswego County Attorney

### SIGN-OFF IN ORDER BELOW:

**1. County Purchasing Director**

Contract acquired in compliance with purchasing policy and meets bid or RFP specifications.

(initial)

(date)

[Signature]

1/16/20

**2. County Attorney**

PRC

1/16/20

**3. County Administrator**

Approved and budgeted.

[Signature]

1/22/20

**4. Chairman of the Legislature**

Authorization.

*Renewals: After this contract has been stamped "approved as to form" by the County Attorney, it does not have to be re-approved by the County Attorney if only the names and payment amounts change. Keep this cover sheet and attach copies to any future contracts for this purpose to be signed by the Chairman of the Legislature or the Department Head and send directly to Audit.*



**STRATEGIC**  
DEVELOPMENT SPECIALISTS

December 2, 2019

Mr. James Weatherup, Chairman  
Oswego County Legislature  
46 East Bridge Street  
Oswego, New York 13126

Re: Retainer Agreement Extension

Dear Jim:

This letter will amend our current agreement with a termination date of December 31, 2019 between Strategic Development Specialists, LLC and the County of Oswego. It is agreed the parties will continue the Agreement for a twelve (12) month period through December 31, 2020. All other terms of the contract remain in force and effect.

Please sign this letter where indicated on the bottom and return to me via electronic mail.

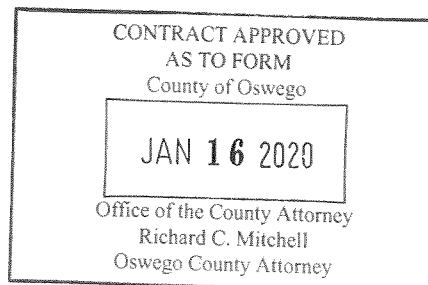
Respectfully,

**STRATEGIC DEVELOPMENT SPECIALISTS, LLC**

Leann West

**COUNTY OF OSWEGO**

By:

  
James Weatherup, Chairman

**RESOLUTION NO. 014**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –  
GRANT WRITING - LEGISLATURE**

By Legislator Tim Stahl:

WHEREAS, the Oswego County Legislature desires to continue to ease taxpayers' burden by aggressively seeking grants using the services of a professional grant writer; and

WHEREAS, Strategic Development Specialists (SDS) of Syracuse, NY has successfully performed these services for Oswego County since 2017, assisting the County to acquire \$2.4 million in grants, and;

WHEREAS, the current contract with SDS expires December 31, 2019 and SDS has expressed its desire to renew the contract at the current price with the addition of assisting the County with Lake Ontario REDI grant administration and shared services panel reimbursement; and

WHEREAS, funding for this contract is available in the Development & Efficiency Fund;

NOW, THEREFORE, BE IT RESOLVED, that the Oswego County Legislature extends the current contract with Strategic Development Specialists of Syracuse, NY for a sum not to exceed \$65,000.

**ADOPTED BY A VOICE VOTE ON JANUARY 2, 2020:**

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



**RESOLUTION NO. 005**

**RESOLUTION AUTHORIZING THE REAL PROPERTY TAX SERVICES TO  
CHARGE AND COLLECT FEES FOR TAX BILL FILES**

By Legislator David Holst:

WHEREAS, pricing for the processing of tax bills in has not been changed since September of 2017; and

WHEREAS both processing and printing costs have changed since that time; and

WHEREAS, a resolution is both necessary and desirable, and;

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

RESOLVED, all school bill files shall be processed and charged by the county to the respective school district at \$0.55 each parcel; and, it is further

RESOLVED, that town and county tax bill files shall be processed by the county and charged to the respective town at \$0.20 each parcel, due to the fact that towns receive payment of county; and, it is further

RESOLVED, that village tax bill files shall be processed by the county and charged to the respective villages at \$0.55 each parcel; and, it is further

RESOLVED, that all taxing jurisdictions shall also be responsible for an additional \$0.20 per bill if they are using the county's Central Services Department to print bills to cover the cost of toner, tax bill forms, staffing and the like; and, it is further

RESOLVED, that any supplementary bill printing, due to error of the taxing jurisdiction will be an additional \$0.20 per parcel also invoiced to the entity involved; and, it is further

RESOLVED that Real Property Department shall process tax bills and will invoice and collect payments in accordance with this resolution.

**ADOPTED BY CONSENT ON JANUARY 7, 2021:**

**YES: 23      NO: 1      ABSENT: 2      ABSTAIN: 0**

**RESOLUTION NO. 006**

**RESOLUTION AUTHORIZING RENEWAL OF LEASE FOR BOARD OF  
ELECTIONS ON CERTAIN TERMS WITH OPERATION OSWEGO COUNTY,  
INC.  
(185 East Seneca Street)**

By Legislator Holst:

WHEREAS, the County of Oswego presently leases space for the Board of Elections at 185 East Seneca Street in the City of Oswego from Operation Oswego County, Inc. (OOC); and

WHEREAS, the county and OOC have had discussions regarding the premises and the need for additional space to accommodate early voting; and

WHEREAS, a renewed lease with additional space is mutually agreeable to the parties; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chair of the Legislature be and is hereby authorized to execute the annexed lease running through December 31, 2021 with Operation Oswego County, Inc.

**ADOPTED BY CONSENT ON JANUARY 7, 2021:**

**YES: 23      NO: 1      ABSENT: 2      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

# CARACCIOLI LAW PLLC

175 East Seventh Street  
Oswego, New York 13126

Phone (315) 343-1939  
Fax (315) 343-1822

December 8, 2020

Richard C. Mitchell, County Attorney  
Oswego County Office Building  
46 East Bridge Street  
Oswego, New York 13126

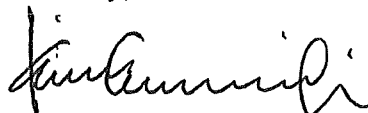
Re: OOC Lease Agreement for BOE

Dear Rich:

Pursuant to our recent communications, I enclose for your review and approval by the County Legislature a proposed lease agreement for a period of 1 year for the use of the Oswego County Business Expansion Center by the County's Board of Elections. If this agreement meets with your approval kindly inform me when it is authorized for execution and I will arrange to have multiple original duplicates signed by Ms. Holst.

Thank you.

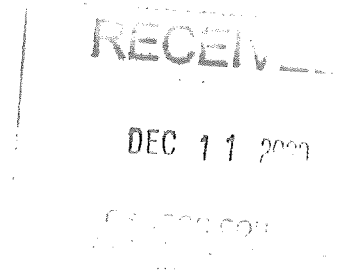
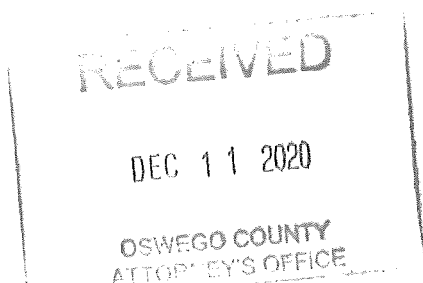
Sincerely,



Kevin C. Caraccioli

KCC/sir  
enclosure

cc: Austin Wheelock, Deputy Director, Operation Oswego County  
L. Michael Treadwell, Executive Director, Operation Oswego County



*[Faint handwritten notes]*

1. *Chlorophyll a* (Chl *a*)

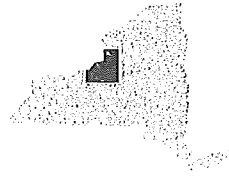
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Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: a control group and an experimental group. The control group received a placebo, while the experimental group received a treatment. The subjects were then subjected to a series of tests to measure their response to the treatment.

1. *Chlorophyll a* (Chl *a*)

DRAFT

L. Michael Treadwell, CEcD  
Executive Director



44 West Bridge Street  
Oswego, NY 13126  
315-343-1545

Fax: 315-343-1546  
email: ooc@oswegocounty.org  
www.oswegocounty.org

## Operation Oswego County

*An Economic and Job Development Corporation Serving Oswego County, NY*

### OSWEGO COUNTY BUSINESS EXPANSION CENTER LEASE AGREEMENT

This sets forth a Lease Agreement made as of the 1<sup>st</sup> day of January, 2021 between **OPERATION OSWEGO COUNTY, INC. (OOC)** of 44 West Bridge Street, Oswego, New York 13126 (the "Landlord") and **COUNTY OF OSWEGO** of 46 East Bridge Street, Oswego, New York 13126 (the "Tenant").

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

**1. LEASED PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 10,156 square feet of the building (see Exhibit A) known as the Oswego County Business Expansion Center (BEC) (the "Building"), located at 185 East Seneca Street, Oswego, New York 13126. Tenant also has the right to use, in common with others, the common areas of the Building, upon the terms and conditions of this Lease.

**2. PURPOSE.** The leased Premises shall be used by the Tenant for the operation of the Oswego County Board of Elections, and for no other purpose. The Tenant acknowledges and agrees that the intent and purpose of the BEC will be adhered to by the Tenant. The Tenant agrees to abide by the guidelines of the BEC as set forth by the Landlord. The Tenant will comply with the rules and cooperate in implementing the business incubator concept as set forth at the BEC by the Landlord.

Tenant will not use, occupy or permit the Premises or any part thereof to be used or occupied for any unsafe, unlawful or illegal business, use or purposes, nor for any disreputable or hazardous business, use of purpose, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or use in any way in violation of any present or future laws, rules, requirements, orders, directives, ordinances or regulations of the United States of America, State of New York, or City of Oswego, or other municipal, governmental or lawful authority.

Tenant will agree that its use of the Premises is a use approved by the New York State Department of State and further agrees that all of the standards required by the New York State Department of State required for a certificate of occupancy, or maintenance of same, will be adhered to by the Tenant. Tenant acknowledges that Landlord must comply with, and the Tenant agrees that the leases premises will satisfy the standards set forth by, the City of Oswego Code Enforcement Office together with the applicable provisions of the New York State Fire Prevention and Building Code.

Tenant further agrees that it will abide by any and all reasonable regulations established by the Landlord regarding the use or occupancy of the Premises, or any part thereof.

**3. LEASE TERM.** The term of the lease shall be 1 years. The tenancy shall commence on January 1, 2021 and end on December 31, 2021 unless sooner terminated pursuant to the provisions of the Lease.

Either party may terminate this Lease on 90 days notice to the other in writing. Rent will be prorated to the date of termination.

Landlord hereby grants Tenant an option to renew this Lease Agreement upon terms and conditions mutually agreeable to the parties.

**4. RENT.** Commencing on January 1, 2021, rent will be at the rate of **\$31,900 annually**. Tenant agrees to pay Landlord the said rent in a quarterly installment of **\$7,975.00** starting on March 31, 2021.

All rent payments provided hereafter shall be made, without prior demand therefore and without deduction or setoff, to Landlord at Landlord's principal office located at 44 West Bridge Street, Oswego, New York 13126, or at such other address as Landlord may designate.

**5. TAXES AND ASSESSMENTS.** Throughout the lease term, Landlord shall be responsible to pay all assessments, special or otherwise, water and sewer rents and charge, and all other charge of every kind and description which may be levied against the leased premises, or any building or improvement thereon, by any governmental authority.

Tenant shall be responsible for paying license fees and all other charges of every kind and description which may be imposed by any governmental authority on the Tenant's leasehold interest or on any fixtures, equipment, appliances, goods, inventory and any other personal property placed upon the Premises by Tenant. The Tenant is exempt from paying real property taxes solely attributable to Tenant's use and occupancy of the leasehold premises.

**6. UTILITIES AND SERVICES.** Landlord shall provide water at various locations in the Building. Tenant shall pay for the cost of any direct connection of water to Tenant's location and for hot water furnished to Tenant's location. Tenant shall be responsible for all costs of Tenant's telephone and internet installations and services to Tenant's location. Tenant will provide for cleaning of their rental space. If space is separately metered, Tenant is responsible for hooking up their own electric to their own equipment. Heat will be provided at all times except in the case of acts of God or equipment malfunction. For the area representing 4,480 square feet to be occupied by Tenant, Tenant shall be responsible for its own electric costs. This cost shall be separately metered and billed by National Grid, directly to the tenant. For the balance of the leased premises the Tenant shall be responsible for its prorated share of the electric costs for the facility, less the separately metered 4,480 square feet. For heating (natural gas) there is no separate metering; accordingly, Tenant shall be responsible for its prorated share of the total natural gas consumption for the facility. The pro-rata gas and electric utilities will be billed on a quarterly basis to the Tenant.

**7. DUTY TO REPAIR.** Tenant accepts the Premises "as is" and acknowledges that the Premises are in good and satisfactory condition at the time possession was taken.

Tenant shall take good care of the Premises and shall, at its sole cost and expense, make all repairs to preserve the Premises in good working order and condition. All damage or injury to the Premises, except normal wear and tear, of any kind or nature resulting from the use of the Building by the Tenant, its servants, employees, agents, visitors or licenses shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense. All such repairs, restoration and replacements shall be in quality and class equal to the original work or installations and shall be done in a good and workmanlike manner by contractors approved by Landlord. If Tenant fails to make such repairs, restorations or replacements within 15 days after notice by Landlord, Landlord may, at its option, declare a default under this Lease or may make the necessary repairs at the expense of Tenant. All expenses so incurred by Landlord shall be collectible as additional rent and shall be paid by Tenant within fifteen (15) days after rendition of a statement thereof.

Landlord shall, at its expense, make all structural repairs and replacements necessary to keep the exterior of the Premises in good order and repair. Tenant agrees to notify Landlord of the necessity for any repairs of which Tenant may have knowledge, for which Landlord may be responsible under the provisions of this paragraph. Landlord shall commence any repairs required under this paragraph in a timely and efficient manner after it receives notice from Tenant.

**8. PARKING.** Parking is provided on a first come, first serve basis in the area adjacent to the Building to be shared by all Tenants of the Building and Landlord. Landlord reserves the right to designate a limited number of spaces for use exclusively of visitors to the Building. Handicapped parking will be provided in accordance with federal, state and local laws governing such spaces, and shall be located, in the Landlord's discretion, in as close proximity to the main entrance to the premises as possible without interfering with the loading dock area. As further consideration for the lease of the premises, Tenant will develop, at its own cost, an additional parking lot on the corner of East Seneca Street and East 12<sup>th</sup> Street of size and form that is acceptable to the Landlord. Tenant will also provide snow removal of both parking areas and provide for the striping of both parking areas as needed. Landlord shall ensure that access to the loading dock area is not obstructed if needed for the loading or unloading of election machines, or related uses to its tenancy or the tenancy of the other tenants located within the Business Expansion Center. Tenant will be responsible for properly notifying Landlord in a reasonable time frame, which will be construed as

not less than twenty-four (24) hours.

**9. ALTERATIONS.** All alterations to the premises, including but not limited to changes in partitions, installations of partitions, exterior property, electrical, plumbing, or any others will be paid for by the Tenant. The Tenant will make no such alterations without the prior written approval of the Landlord and, where requested by the Landlord, will provide written plans and specifications for such alterations. All such alterations will become the property of the Landlord and will not be removed from the premises at the conclusion of the lease.

**10. LIMITATION OF LANDLORD'S RESPONSIBILITY.** Landlord shall not be required to provide any services, obtain any insurance, perform any repairs or maintenance or do any other act in connection with the Premises except as otherwise specifically provided in this Lease. The rent to be paid by Tenant shall be paid without any claim by Tenant for diminution or abatement and the fact that Tenant's use and occupancy of the Premises may be disturbed from any cause whatsoever, except by Landlord's negligent act or omission, shall not in any way suspend, abate or reduce the rental to be paid under this Lease, except as otherwise specifically provided in this Lease.

**11. COMPLIANCE WITH LAW.** Tenant shall comply with all governmental laws, ordinances, rules, regulations or requirements applicable to the use of the Premises. Tenant shall not do or permit anything in the Premises, or bring or keep anything in them that shall in any way increase the hazard of fire or which shall be in violation of the rules of the Board of Fire Underwriters or the New York State standard form of fire insurance policy. Without limiting the foregoing, Tenant shall not bring any chemicals, radioactive or toxic materials onto the Premises without the prior written consent of the Landlord.

**12. INDEMNITY.** (a) Tenant shall at all times protect and hold Landlord harmless against all claims (whether in tort, contract or otherwise) for loss, damage, injury and liability however caused, other than, with respect to the Landlord, losses arising from the willful misconduct of Landlord, arising during the term of this Lease upon or about the premises or resulting from, arising out of, or in any way connected with the acquisition or operation of the premises, the preparation of the site thereof or defects in the premises. Landlord shall not be liable for any damage or injury to the person or property of the Tenant or its directors, officers, employees, agents or servants or persons under Tenant's control or supervision, or any other person who may be about the premises, due to any act or negligence of any person other than, with respect to the Landlord, negligence or willful misconduct of Landlord.

(b) The indemnifications and protections set forth above in this Paragraph 12 shall be extended, with respect to the Landlord, to its members, directors, officers, employees, agents and servants, and persons under Landlord's control or supervision.

(c) To effectuate the purposes of this Paragraph 12, Tenant will provide for and insure, in the liability policies required in Paragraph 15, not only its own liability in respect of the matters therein mentioned, but also the liability pursuant to this Paragraph 12. Anything to the contrary in this Agreement notwithstanding, the covenants of the Tenant contained in this Paragraph 11 shall remain in full force and effect until the termination of this Agreement.

(d) For the purposes of this Paragraph 12, Tenant shall not be deemed an employee, agent or servant of the Landlord or a person under Landlord's control or supervision.

**13. LIENS.** Tenant shall not suffer or permit, at any time during the lease term, any mechanics' lien or other lien to attach to the premises or improvement thereon and whenever any lien shall be filed or shall attach, Tenant shall, within 10 days thereafter, pay the lien or procure its cancellation.

**14. EMINENT DOMAIN.** If the whole of the Premises shall be taken or condemned for any public or quasi-public purpose or use, or if a substantial portion of the Premises shall be taken or condemned so as to make Tenant's further use and occupancy of the Premises impractical or unfeasible, this Lease shall terminate as of the date title vests in the condemnor and the rent and additional rent shall be paid or refunded on a proportionate basis up to that date. If, however, only a portion of the Premises shall be taken or condemned and Tenant's further use and occupancy of the Premises is practical and feasible, this Lease shall remain in full force and effect and the rent and additional rent shall be proportionately abated based upon the portion of the Premises rendered unfit the Tenant's use and occupancy.

Tenant shall not be entitled to any part of any award or recovery made as a result of any taking or condemnation, either whole or partial, and the full amount thereof shall belong to Landlord. Tenant hereby expressly waives any and all claim which it may have to any award or recovery, and Tenant will make no

claim against landlord for the value of the unexpired portion of the term of this Lease.

**15. INSURANCE.** (a) Fire Insurance. (i) Landlord shall obtain fire and extended insurance protection for the Premises. Landlord shall be entitled to all the proceeds from that insurance and Tenant shall have no claim to those proceeds. Tenant shall not be entitled to, or make any claim for, any compensation from Landlord by reason of inconvenience, annoyance or injury to Tenant's business as a result of any fire or other casualty. Tenant shall not do or permit anything to be done which may increase Landlord's insurance premiums or which would be a violation of the rules of the New York Fire Insurance Rating Organization: if Tenant does, Landlord may, at its option, terminate this Lease or require Tenant to pay, as additional rent, the increase in premiums within 10 days of delivery of the Landlord's written request for payment.

(ii) Tenant, in case of fire or other casualty, shall immediately give notice to Landlord. If the Premises are so damaged that Landlord, in its sole discretion, shall decide not to rebuild or repair, then the term of this Lease shall cease and the accrued rent shall be paid to the time of the fire or casualty. If Landlord decides to rebuild or repair the Premises, rent shall be equitably apportioned during the period repairs are made. The Tenant shall have no claim against Landlord for losses due to damage to or due to inconvenience or disruption of business while repairs are made.

(iii) Tenant shall, at its sole cost and expense, procure and maintain throughout the term of this Lease fire and extended insurance protection covering all personal property located on or about the Premises.

(b) Liability Insurance. During the term of this Lease, the Tenant shall maintain at its sole cost and expense all inclusive general public liability insurance insuring both Landlord and Tenant against claims for bodily injury, death, or property damage, occurring upon, in or about the Premises with combined limits per accident or occurrence of not less than one million dollars (\$1,000,000). Tenant hereby agrees to effectuate the naming of Operation Oswego County, Inc. as an unrestricted additional insured on tenant's insurance policies, with the exception of workers' compensation.

(c) Blanket Insurance. At their election, the Tenant and Landlord may obtain insurance of the kind and in the amounts provided for under this Section under a blanket insurance policy or policies covering other properties as well as the Premises, provided the blanket policy sets forth a separate limitation on the amount of insurance for the improvements on the Premises.

(d) Proof of Insurance. Tenant shall provide Landlord with a copy of a Certificate of Insurance for all policies of insurance containing the coverage required by this paragraph at the time this Lease is executed. Landlord shall provide to Tenant proof of fire and other casualty insurance. Such insurance policies shall contain a provision that they may not be cancelled or reduced without ten (10) days prior written notice to Landlord.

**16. DEFAULT.** (a) Default. Each of the following shall be a Default under this Lease:

(i) If the Premises should be abandoned or vacated by Tenant;

(ii) If proceedings are commenced by or against Tenant in any court under a bankruptcy or insolvency statute;

(iii) If proceedings are commenced for the appointment of a trustee or receiver of Tenant's property or any substantial portion thereof;

(iv) If there shall be a default in the payment of rent, or any part thereof, for more than ten (10) days after written notice of that default is mailed by Landlord; or

(v) If there shall be a default in the performance of any other term, covenant, or condition contained in this Lease by Tenant for more than twenty (20) days after written notice of that default is mailed by Landlord.

(b) Effect. Upon a Default, Landlord at any time thereafter may give written notice to Tenant that the Lease has been terminated and all rights of Tenant under this Lease has expired and terminated, and the Tenant shall remain liable as provided in this Lease.

(c) Tenant's Duty to Surrender. Upon the termination of this Lease by reason of a Default ("early termination"), Tenant shall quit and peacefully surrender the Premises to Landlord broom clean and



in first class condition and repair, and Landlord, upon or at any time after the early termination may, without further notice, re-enter the Premises and take possession by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all other persons and property from the Premises without liability for prosecution or damages, and Landlord may have, hold and enjoy the Premises and the right to receive all rental income from the Premises.

(d) **Tenant's Obligations after Termination.** Upon termination of this Lease by reason of a Default, Tenant shall continue to be obligated to pay the monthly rent, and all other charges that would have become due if the Lease had not been terminated. Tenant's obligation to pay the remaining rent due under the Lease does not in any way affect Landlord's right to repossess and relet the Premises. If, however, the Premises are relet by Landlord, Tenant shall be entitled to a credit (not to exceed the amount of basic rent, additional rent and other charges due under the Lease) in the net amount of rent received by Landlord in reletting the Premises after deductions of all costs and expenses incurred in the reletting.

(e) **Reimbursement to Landlord.** If Tenant defaults, Tenant shall also pay, as additional rent, all costs, expenses, fees and charges incurred by Landlord to enforce or perform Tenant's covenants, or to obtain possession of the Premises or recover rent arrears or damages, including, without limitation, reasonable attorneys' fees and appraisal fees.

(f) **Waiver of Right of Redemption.** Tenant hereby waives any right of redemption it may have under any present or future law, if Tenant should be dispossessed of the Premises because of a Default.

(g) **Other Rights and Remedies of Landlord.** The mention of any right or remedy of Landlord in this Lease shall not preclude Landlord from exercising any other or remedy Landlord might have at law or in equity including, without limitation, the restraint of any threatened breach of this Lease by Tenant.

**17. LIMITATIONS ON LANDLORD'S LIABILITY.** Landlord shall not be liable to Tenant for any loss, damage or expenses of any kind resulting from, and no claim shall be made against Landlord by Tenant, for: (a) any injury or damage to person or property occurring in, on or about the Premises; (b) the theft, loss or destruction of Tenant's fixtures, equipment, furnishings or other personal property contained in or about the Premises; (c) the necessity of repairing the Premises or any portion of any building or improvement thereon; (d) any fire or other casualty, however caused; or (e) any overflow or leakage upon or into the Premises of water, rain, snow, steam, gas or electricity, or any breakage or bursting of pipes, conduits or other plumbing fixtures or appliances; provided, however, that the foregoing exculpatory provisions shall not apply to loss, damage or expense resulting from the willful or negligent act of Landlord or Landlord's employees or agents. Landlord shall indemnify and save harmless Tenant against any liabilities, injury or damage during the term of the Lease to person or property occasioned by such willful or negligent act of Landlord or Landlord's employees or agents. All references to Tenant or Landlord in the preceding sentences shall be deemed to include their employees, agents and other persons claiming the right to be in the Premises under or through Tenant.

**18. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublease any part of the Premises without the Landlord's prior written consent.

**19. SURRENDER OF PREMISES.** At the expiration or prior termination of this Lease, Tenant shall surrender the Premises in as good a condition as received by Tenant, reasonable wear and tear alone excepted.

**20. LOCKS, KEYS AND RIGHT OF ENTRY.** (a) Tenant shall be entitled to maintain control over the locks accessing its lease premises.

(b) Landlord shall have a right of entry to the premises upon notice to the Tenant. Tenant shall have the right to install its own locks and secure the leasehold premises. Tenant shall not unreasonably hold its consent regarding Landlord's access to the premises and other Tenants' access throughout the premises, if needed. Tenant shall provide Landlord at least two (2) emergency contacts and phone numbers for 24-hour emergency access.

(c) Landlord may enter the premises at reasonable times to inspect and make repairs or alterations, or for any other necessary reason. Except in emergency situations, Landlord will endeavor to coordinate all entries with the presence of Tenant.

**21. SECURITY DEPOSIT.** Tenant has deposited with Landlord WAIVED security for the full and faithful performance by Tenant of all required obligations of this Lease. The security deposit including any interest accrued thereon, less administrative charges permitted by law, shall be returned to Tenant after the expiration of this Lease, provided Tenant has fully and faithfully complied with all such obligations. If Tenant does not fully comply with the conditions of this Lease, Landlord may use the security to pay any amounts owed by Tenant, including damages. If the security is insufficient, Tenant shall upon notice promptly pay all amounts due.

**22. NONDISTURBANCE BY TENANT.** Tenant's use of the Premises may not in any manner interfere with use of the Building by other tenants. Tenant shall control sound levels, vibrations, odors, unusual technological applications and use of equipment that may affect other equipment in the Building in order to assure normal comfortable use and occupancy of the Building by others. Landlord shall not be responsible for any activity of other tenants of the Building that interfere with Tenant's use of the Premises.

**23. SIGNS.** Landlord will provide a directory for the Building at the main entrance and signs to identify each tenant space. Tenant shall not install any signs on the Premises or the Building without the prior written permission of Landlord.

**24. ACCESS.** Upon reasonable prior notice, Landlord and its agents shall have the right at all times to enter the Premises to examine them and show them to prospective purchasers or tenants. The Tenant shall have access to the Premises and common areas, 24 hours a day, every day of the year.

**25. GOVERNING LAW; SEVERABILITY.** This Lease and the performance of it shall be governed, interpreted, construed and regulated by the laws of the State of New York. If any portion of this Lease is held invalid, the remainder of this Lease shall be unaffected and shall remain in full force and effect.

**26. WAIVER OF TRIAL BY JURY.** The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants, or conditions of this Lease or the demised premises or any matters whatsoever arising out of or in any way connected with this Lease. The provision of this Lease relating to waiver of a jury trial shall survive the termination or expiration of this Lease.

**27. ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties.

**28. MODIFICATIONS.** This Lease may not be modified except in writing executed by both parties.

**29. NO WAIVER.** No provision of this Lease shall be effectively waived unless in writing signed by Landlord. The failure of Landlord to seek redress for a violation of this Lease, or to insist upon the Tenant's performance of any provision of this Lease, shall not preclude Landlord from seeking redress for a subsequent violation or from insisting upon Tenant's subsequent performance.

**30. NOTICES.** Any notice, demand, or request, required or agreed to be given hereunder by either party, shall be sufficiently given or served if in writing and signed by the party giving it, and mailed to the party to be notified as follows:

To Landlord:      Operation Oswego County, Inc.  
                         44 W. Bridge St.  
                         Oswego, NY 13126  
                         Attn: L. Michael Treadwell

To Tenant:        County of Oswego  
                         46 East Bridge Street  
                         Oswego, NY 13126  
                         Attn: County Attorney

or to such other address as Landlord and Tenant, respectively may from time to time designate by giving notice thereof in writing. Service shall be complete upon mailing, except in the case of a notice to change an address in which case service shall be complete when notice is received by the addressee.

**31. CAPTIONS.** The paragraph headings and captions contained in this lease are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Lease.

**32. SUCCESSORS.** This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

The parties have executed this Lease on the date first above stated.

**OPERATION OSWEGO COUNTY, INC.**

By: \_\_\_\_\_  
Ellen Holst, President

**COUNTY OF OSWEGO**

By: \_\_\_\_\_  
James Weatherup, Chairman

**RESOLUTION NO. 007**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING, CARES ACT  
RURAL TRANSIT FUNDS**

By Legislator Tim Stahl:

Upon recommendation of the Economic Development and Planning Committee of this body, with the approval of Finance and Personnel Committee, be it

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

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

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

**ADOPTED BY CONSENT ON JANUARY 7, 2021:**

**YES: 23      NO: 1      ABSENT: 2      ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



**David R. Turner**  
*Director*

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

COUNTY BUILDING  
46 EAST BRIDGE STREET  
OSWEGO, NEW YORK 13126

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

**Janet W. Clerkin**  
*Office of Promotion  
And Tourism*

**Donna B. Scanlon**  
*Office of Community  
Development Programs*

**Scott Smith**  
*Office of Housing Assistance*

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Establish budget lines to accept & disburse CARES Act transit funds.

**PURPOSE:** To accept and subsequently disburse up to \$2,992,942 in Federal assistance for rural transit programs and associated expenses.

**SUMMARY:** Resolution 109 of 2020 authorized the Chairman to execute any and all documents that may be necessary to apply for and subsequently accept and disburse Federal funds available under the CARES Act for rural transit programs. There is no local match required to access these funds. This action establishes the revenue and expense lines for these funds.

**FISCAL IMPACT:** None to the county.

**RECOMMENDED ACTION:** The Oswego County Legislature authorizes this action.

**From**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG.	OBJECT	PROJ.	ORG.	OBJECT	PROJ.		
A8020	447890	CARES				CARES Act Rural Transit Funds	\$ (2,992,942.00)
			A8020	545500	CARES	CARES Act Rural Transit Funds - OTHER PAYMENTS	2,992,942.00
						CARES Act Rural Transit Funds	
TOTAL AMOUNT							-

COMMITTEE SIGNATURES	DATE
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~~used by cancer  
resistant  
cancer  
100%  
100%  
100%  
100%~~

DEPARTMENT HEAD	DATE
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**RESOLUTION NO. 008**

**RESOLUTION AUTHORIZING EXECUTION OF A TAX AGREEMENT WITH  
SOLAR PARK ENERGY, LLC CONCERNING A SOLAR PROJECT IN THE  
TOWN OF VOLNEY**

By Legislator Holst:

WHEREAS, New York State presently provides an automatic exemption to solar projects for 15 years under Executive Law§487 et seq.; and

WHEREAS, the County of Oswego has not opted out of the exemption; and

WHEREAS, Solar Park Energy, LLC wishes to construct a solar farm in the Town of Volney and, in connection therewith, pay \$25,000 per year in total to the town, school and county to be split pro rata; and

WHEREAS, without this agreement, the county would not receive any revenue for 15 years from this project; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chair of the Legislature be and is hereby authorized to execute an agreement in acceptable form to the County Attorney with Solar Park Energy, LLC providing the County of Oswego its pro rata share of an annual payment of \$25,000 to the Town of Volney, Fulton School District and county over a term of 15 years; and, it is further

RESOLVED, that the Chair be and is hereby authorized any additional documents necessary to effectuate same.

**ADOPTED BY VOICE VOTE ON JANUARY 7, 2021:**

**YES: 18 NO: 5 ABSENT: 2 ABSTAIN: 0**

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

Between

County of Oswego

and

SolarPark Energy LLC

Dated as of Sept. 1, 2020

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RELATING TO THE PREMISES LOCATED AT

**1495 County Route 6**  
in Oswego County (Tax Map No.: 220.00-02-29.03).

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between **SolarPark Energy LLC**, a Delaware limited liability company (the “Owner”), with a principal place of business located at 63 Putnam St., Suite 202, Saratoga Springs, NY 12866 and

**COUNTY OF OSWEGO, NEW YORK**

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RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town of Volney at 1495 County Route 6 and identified as SBL #’, in Oswego County (**Tax Map No.: 220.00-02-29.03**). as described in Exhibit A (herein the “Property”); and;

WHEREAS, the Taxing Jurisdiction **has not or will not opt out of RPTL Section 487**; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make an annual payment to the Taxing Jurisdiction at the time the project becomes operational.

WHEREAS, the Owner has submitted or will submit to the assessor of the Town of Volney a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this

Agreement:

1. The Owner is duly organized, and a validly existing Delaware limited liability company, duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.
4. There is no action, suit, or proceeding, at law or in equity, or official investigation before

or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make provide 15 annual payments of \$5,612.50 (US) to the Taxing Jurisdiction on the First of every month, with the exception of the Month of January, where payment will be made on first Business day, in lieu of real property taxes. These funds are to be paid in full at the time the project reaches commercial operations.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

4. No Assignments without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be

recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

5. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

6. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

7. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner: SolarPark Energy LLC  
63 Putnam St. Suite 202  
Saratoga Springs, NY 12866

With a copy to: Hodgson Russ LLP  
The Guaranty Building  
140 Pearl St. Suite 100  
Buffalo, NY 14202  
Att: Dan Spitzer

If to the Taxing Jurisdiction:  
**Philip Church**  
**County Administrator**  
**County of Oswego**  
**46 E. Bridge St.**  
**Oswego, NY 13126**

With a copy to:  
**Rich Mitchell**  
**Office 46 E. Bridge St,**  
**Oswego, NY 13126**

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

8. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

9. Termination Rights of the Owner. Owner may not terminate this Agreement. If Owner fails to make payment of agreed PILOT Funds, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction.

10. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

11. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any

other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

12. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

13. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.


14. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

15. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

16. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

By: SOLARPARK ENERGY LLC

  
\_\_\_\_\_  
Name THOMAS GUZEK

MANAGING PARTNER

\_\_\_\_\_  
Title

9/1/2020

\_\_\_\_\_  
Date

TAXING JURISDICTION OF

County of Oswego, New York

\_\_\_\_\_  
Superintendent/Supervisor/County Official

\_\_\_\_\_  
Date

EXHIBIT A



# EXHIBIT B

Year	Payment Amount
2020	\$5,612.50
2021	\$5,612.50
2022	\$5,612.50
2023	\$5,612.50
2024	\$5,612.50
2025	\$5,612.50
2026	\$5,612.50
2027	\$5,612.50
2028	\$5,612.50
2029	\$5,612.50
2030-2035	\$5,612.50 Annually

**RESOLUTION NO. 009**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
COUNTY ATTORNEY'S OFFICE – TRANSFER OF FUNDS**

By Legislator John Martino:

Upon recommendation of the Finance & Personnel Committee of this body, 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 JANUARY 7, 2021:**

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

OSWEGO COUNTY LEGISLATURE

# BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER		ACCOUNT NUMBER		REASON FOR REQUEST	DOLLAR AMOUNT
Dept.	Sub.	Dept.	Sub.		
A	159900			FUND BALANCE	-\$100,000.00
		A1420	543700 RAUDT	CONSULTING RETIREMENT AUDIT	\$100,000.00
				RETIREMENT AUDIT BONADIO GROUP	

COMMITTEE SIGNATURES DATE

*[Handwritten signatures and dates]*

COUNTY TREASURER DATE

PERSONNEL DIRECTOR DATE

COUNTY ADMINSTRATOR DATE

DEPARTMENT HEAD DATE

**RESOLUTION NO. 010**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –  
COUNTY ATTORNEY'S OFFICE**

By Legislator John Martino:

WHEREAS, it is necessary for the County to perform a reconciliation analysis of retirement accounts for current and former County employees; and

WHEREAS, that the County Treasurer and County Attorney recommend this time-sensitive contract be awarded to the Bonadio Group due to the firm's expertise and previous successful work with the County;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Finance and Personnel Committee, that the County of Oswego awards the professional service contract to Bonadio Group of Pittsford, NY at a cost not to exceed \$100,000.

**ADOPTED BY VOICE VOTE ON JANUARY 7, 2021:**

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

OSWEGO COUNTY LEGISLATURE

December 30, 2020

Richard C. Mitchell  
Oswego County Attorney  
46 E. Bridge Street  
Oswego, NY 13126

Re: Professional Consulting Services

Dear Mr. Mitchell:

This letter confirms our understanding of your retention of Bonadio & Co, LLP (Bonadio) to assist you in the performance of certain consulting procedures that will be applied to selected payroll and retirement records of Oswego County (the "County"). We understand that the County will supply us with, or give us digital access to, retirement and payroll records which are needed to perform this engagement.

**Scope of Services**

Based on our previous discussions with County leadership, the County needs to perform a reconciliation analysis of retirement accounts for current and former County employees. At this time, the number of current/former employees to be evaluated and the time period of the analysis are unknown.

Our procedures may include, but are not limited, to the following:

- Compare days of service calculated by year to payroll records and/or other source documentation to reconcile retirement account balances
- Calculate and prepare adjustments as necessary
- Assist the County in submitting adjustments to the New York State Retirement system, if applicable

**Summary of Roles and Responsibilities**

The services under this engagement letter will be performed in accordance with the Statement on Standards for Consulting Services ("SSCS") issued by the American Institute of Certified Public Accountants ("AICPA"). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, the asserter. In a consulting service, the practitioner develops the findings, conclusions, and recommendations presented based solely by the agreement between the practitioner and the client.

Accordingly, our services will not constitute an audit, compilation, review, or attestation service of Oswego County's financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA or the Public Company Accounting Oversight Board ("PCAOB"). Additionally, we will not otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us.

We will provide expertise and recommendations based on our observations during the work requested by you to assist in this project. It will be management's responsibility to provide substantive involvement as part of the project team, determine the level of work desired, and determine how to proceed relevant to any recommendations or advice provided. You are responsible for making all management decisions and for performing management functions and overseeing and monitoring the services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience and will assure that you have obtained all needed information from appropriate sources to make appropriate business decisions. Further, although we will have discussions of various business matters, it is understood that we may not have been provided all appropriate information to make informed recommendations related to those discussions. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Warranties and Liabilities**

Our services will be performed in a professional and workmanlike manner. All services will be rendered by and/or under the supervision of Bonadio personnel or Bonadio's specialized third-party consultants or subcontractors. Bonadio makes no representation or warranty regarding either the services to be provided or any deliverables. In no event, unless it has been finally determined that Bonadio was grossly negligent or acted willfully or fraudulently, shall Bonadio be liable to you or any third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fees (excluding expenses) paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Bonadio be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

You agree to indemnify and hold harmless Bonadio, its employees, partners and third party consultants and subcontractors from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to the services or deliverables under this letter, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP relating to such services or deliverables. Your indemnity obligation contained in this paragraph shall survive termination or expiration of this letter (including but not limited to all reasonable costs and expenses related to answering subpoenas, attending depositions, being named in third-party claims, related attorneys' fees, etc.).

In the event of a conflict or inconsistency between the terms of this letter and any other written agreement between us relative to the services to be performed (including any deliverables), the terms of this letter shall be deemed controlling in all material respects.

#### **Deliverables**

Throughout the engagement, we will provide you with verbal updates regarding our procedures and findings, if any.

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by the County in strictest confidence.

We will use our best efforts to keep strictly confidential the report, its existence, and content, as well as the identity of the County and other identifying information. We will nevertheless have no liability to Oswego County or any third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

#### **Fees**

Our fees for a consulting engagement of this nature are based on the actual time spent at our blended hourly rates. We do not charge for out-of-pocket expenses, such as meals, lodging, etc.

We will perform as much of the engagement off-site and virtually as possible. This will save the County fees related to the travel time of our professionals. To the extent our procedures require us to be on-site, we will charge for daily travel time to and from Oswego, NY, and only at a maximum of the travel distance between Oswego, NY and our closest office, which is located in Syracuse, NY.

Our hourly rates are as follows:

Job Title	Hourly Rate
<b>Partner/EVP</b>	\$275
<b>Principal/Manager</b>	\$225
<b>Staff</b>	\$175

Based on our discussion regarding scope, we anticipate between 70% - 80% of the project will be completed by a staff level professional.

We will keep you regularly informed of the work that will need to be performed and the estimated time it will take to complete each selected task. In this manner, you have control over the engagement and will be aware of all time that is intended to be incurred.

Our engagement will be collaborative in nature, and will include significant amounts of discussion related to the work we are completing, as well as the objectives, observations and conclusions of our work. If at any time during our engagement we are requested to testify as an expert witness on behalf of you or Oswego County in court, all courtroom time will be billed at the following hourly rates:

Job Title	Hourly Rate
<b>Partner/EVP</b>	\$375
<b>Manager</b>	\$325

Should we experience unnecessary delays, or uncooperativeness that hinders our efficient use of time or the successful completion of the project, we will immediately stop our procedures, notify you of the situation and request assistance for the appropriate resolution. In such an event, you will not hold us responsible and all fees and expenses incurred will be paid to us in accordance with the terms of this engagement.

We will submit invoices to you monthly, payable within 30 days. We reserve the right to defer rendering further services until payment is received on past due invoices. It is agreed that our fee is not contingent on the outcome or findings of the work we perform.

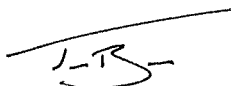
If information becomes known that would make our continued involvement in this engagement inappropriate, or if the attorneys or other parties involved in this matter change, we reserve the right to withdraw from this engagement.

Our work, to be performed under your direction, is to perform such tasks as may be identified during the course of this engagement. However, we may refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

If this is in accordance with your understanding and meets with your approval, please sign and date one copy of this letter in the space provided. This agreement will become effective when you return the signed copy to us. If the need for additional services arises, our agreement with you will need to be revised accordingly. It is customary for us to describe these revisions in an addendum to this letter.

Sincerely,

**BONADIO & CO., LLP**

A handwritten signature in black ink, appearing to read 'T. Ball', with a horizontal line above it.

Tim Ball, CFE  
**Executive Vice President**

**ACKNOWLEDGMENT**

This letter correctly sets forth the understanding of Oswego County and its agreement with the above stated terms and conditions

Officer Name: \_\_\_\_\_

Officer Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Oswego County Treasurer's Office

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

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

## **RE: Professional Consulting Services -Bonadio**

### **Scope of Services**

Based on our previous discussions with County leadership, the County needs to perform a reconciliation analysis of retirement accounts for current and former County employees. At this time, the number of current/former employees to be evaluated and the time period of the analysis are unknown. Our procedures may include, but are not limited, to the following:

- Compare days of service calculated by year to payroll records and/or other source documentation to reconcile retirement account balances
  - Calculate and prepare adjustments as necessary
  - Assist the County in submitting adjustments to the New York State Retirement system, if applicable
- Summary of Roles and Responsibilities

### **Fee's**

Based on our discussion regarding scope, we anticipate between 70% - 80% of the project will be completed by a staff level professional.

We will keep you regularly informed of the work that will need to be performed and the estimated time it will take to complete each selected task. In this manner, you have control over the engagement and will be aware of all time that is intended to be incurred.

Our engagement will be collaborative in nature and will include significant amounts of discussion related to the work we are completing, as well as the objectives, observations, and conclusions of our work. If at any time during our engagement we are requested to testify as an expert witness on behalf of you or Oswego County in court, all courtroom time will be billed at the following hourly rates:

### **Bonadio & Co. LLP**

Partner/EVP \$275

Principal/Manager \$225

Staff \$175