

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
JUNE 13, 2019**

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RESOLUTION NO. 105

**RESOLUTION SETTING STANDARD WORKDAYS AND REPORTING FOR
ELECTED AND APPOINTED OFFICIALS**

By Legislator David Holst:

BE IT RESOLVED, that the County of Oswego hereby establishes the following as standard workdays for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Na me	Standard Work Day Hrs/Day	Term Begins/Ends	Days/ Month based on Record of Activities
ELECTED				
Legislator	Chesbro, Mary Ellen	6	01/01/18 - 12/31/19	5.12
Legislator	House, Paul	6	01/01/18 - 12/31/19	2.21
APPOINTED				
Assistant District Attorney (PT)	Genant, Robert E.	7	01/01/17 – 12/31/20	10.41
Assistant District Attorney (PT)	Nicholson, James M.	7	01/01/17 - 12/31/20	11.70
Deputy Coroner (PT)	Tesoriero, Richard	7	01/01/04 - 12/31/20	1.22
Deputy Fire Coordinator (PT)	House, Randy	8	10/01/01 – 12/31/21	1.42
Deputy Fire Coordinator (PT)	Laws, Shane	8	01/01/10 – 12/31/21	1.34
Medical Consultant (PT)	Liepke, Christina	7	01/01/19 – 12/31/21	2.73
Nurse Practitioner (PT)	Catalone, Andrew	7	05/16/16 – 12/31/21	1.34

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

RESOLUTION NO. 106

**A RESOLUTION OPPOSING NEW YORK STATE SENATE BILL 2837 AND
ASSEMBLY BILL 2750**

By Legislator David Holst:

WHEREAS, area farms are ceasing to operate at a disturbing rate; and

WHEREAS, according to the USDA, 98% of New York State farms are family-owned; and

WHEREAS, farming is a highly-regulated industry which goes on twenty-four hours a day, every day of the year; and

WHEREAS, Oswego County farmers provide valuable jobs, dairy products, fruits and vegetables and beef to consumers and are a critical component of our county's and our region's economy; and

WHEREAS, Oswego County farms produce products which are sold locally, downstate and at well-known farmers markets across the Northeast; and

WHEREAS, farm labor is highly competitive, and Oswego County's farmers are respectful and appreciative of their employees; and

WHEREAS, Senator Jessica Ramos and Assemblywoman Catherine Nolan, have introduced Senate Bill 2837 and Assembly Bill 2750 which would, among other things, provide for collective bargaining rights of farm workers and require overtime pay; and

WHEREAS, even a short-term labor strike on a farm could destroy an entire year's worth of crops, rendering perishable food not edible; and

WHEREAS, according to Farm Credit East, overtime combined with the rising minimum wage would raise labor costs on NY farms by nearly \$300 Million and reduce net farm income 23.4%; and

WHEREAS, family farming is already on the decline, and making the same less profitable (when it is profitable at all) is a further disincentive to continue family farming operations, when the land farms sit on can be profitably sold and developed for non-agricultural uses; and

WHEREAS, New York's farm families, while local, must also compete with neighboring states and deal with competitive global agricultural markets and prices that cannot be passed on to consumers; and

WHEREAS, the net effect of increasing agricultural costs solely on New York farms will simply be to drive New York farm families out of business; and

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

RESOLVED, that the Oswego County Legislature opposes New York Senate Bill 2837/Assembly Bill 2750 and hereby requests that Oswego County's State Legislators take such steps as they can to defeat such legislation; and be it further

RESOLVED, that a copy of this resolution shall be sent by the Clerk of the Legislature to the members of the New York State Legislature representing Oswego County.

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 107

**RESOLUTION OPPOSING SENATE BILL S.4420 AND ASSEMBLY BILL A.6444
WHICH WOULD ALLOW LOCAL GOVERNMENTS TO IMPOSE PROPERTY
TAXES ON GOLF COURSES BASED ON HIGHEST AND BEST USE RATHER
THAN CURRENT USE**

By Legislator David Holst:

WHEREAS, Senate Bill S.4420 and Assembly Bill A.6444 would allow local governments to impose property tax levies on golf courses based upon the property's highest and best use rather than its current use; and

WHEREAS, this proposal threatens the economic viability of golf courses and sets a precedent that could impact all commercial businesses; and

WHEREAS, the result of this legislation could potentially increase annual property taxes paid by local golf clubs by 400 to 1,000 percent; and

WHEREAS, golf courses serve a vital community function of maintaining green space and withstanding pressure to convert residential or commercial development; and

WHEREAS, there are nine private golf courses in Oswego County which attract thousands of users annually and provide important outdoor recreation opportunities for visitors and residents alike.

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

RESOLVED, that this Legislature opposes the adoption of Senate Bill S.4420 or Assembly Bill A.6444; and be it further

RESOLVED, that the Clerk of the Legislature shall send a copy of this resolution to the Governor of the State of New York, State Senator Patty Ritchie, Assemblyman Will Barclay, Assemblyman Brian Manktelow, Speaker of the Assembly Carl Heastie and Majority Leader of Senate Andrea Stewart-Cousins.

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

RESOLUTION NO. 108

June 13, 2019

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
PROBATION DEPARTMENT – STSJP INTERACTIVE JOURNALING**

By Legislator Terry Wilbur:

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

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

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

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 108 of 2019

A3140.422600

(\$4,095)

A3140.542500

\$4,095

RESOLUTION NO. 109

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF THREE POSITIONS
IN THE CORRECTIONAL FACILITY ADMINISTRATIVE OFFICE**

By Legislator Terry Wilbur:

WHEREAS, due to the nature of the work in the Correctional Facility Administrative Office, and

WHEREAS, Position numbers 315019402, 315019403 and 315019404 are currently classified as Registered Professional Nurse and assigned to the Oswego County Correctional Facility, and

WHEREAS, the department has identified an increased need for Senior Registered Professional Nurses on a regular basis to ensure efficient medical care is provided to facility inmates, and

WHEREAS, the position has been reviewed by the Director of Human Resources with a recommendation to reclassify the position to the title of Senior Registered Professional Nurse (Correctional Facility) to incorporate additional duties and responsibilities assigned to the position.

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

RESOLVED, that position numbers 315019402, 315019403 and 315019404, Registered Professional Nurse, Grade 11, in the CSEA CO-OP Bargaining Unit be reclassified to Senior Registered Professional Nurse (Correctional Facility), Grade 13, in the same CSEA Unit, and be it further

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

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

RESOLUTION NO. 110

**RESOLUTION AUTHORIZING THE CREATION OF TWO POSITIONS AND
DELETION OF TWO POSITIONS IN THE CORRECTIONAL FACILITY**

By Legislator Terry Wilbur:

WHEREAS, due to demands of operating a 24/7 Correctional Facility with the provision of mandated services to all inmates housed within the facility on a timely basis in compliance with the directives of the NYS Commission of Corrections, and

WHEREAS, position number 315024701 (Typist) and position number 315013060 (Correction Officer-PT) are to be deleted, and

WHEREAS, the department has identified an increased need for a Correction Officer and an Account Clerk-PT to fill the jail visitation requirement duties.

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

RESOLVED, that position number 315024701 (Typist), Grade 1 and position number 315013060 (Correction Officer-PT), Grade 5, both in the Silver Star Union, be deleted and Correction Officer, Grade 5, and Account Clerk-PT, Grade 1, Silver Star Union, be created, and be it further

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

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 111

**RESOLUTION CREATING A NURSE PRACTITIONER-PT POSITION AND
MEDICAL SOCIAL WORKER POSITION (CORRECTIONAL FACILITY) -
SHERIFF'S DEPARTMENT**

By Legislator Terry Wilbur:

WHEREAS, Correction Law requires the legislature of each county, except New York, to appoint a reputable physician, duly authorized to practice medicine, as the physician to the county jail, and

WHEREAS, the Sheriff's Office budget contains the funds to pay for this position and must appoint a physician of record, and

WHEREAS, due to operational demands and medical oversight required within the County's Correctional Facility it is recommended that a Nurse Practitioner-PT position be created within the Sheriff's Department to assist medical staff in evaluating, diagnosing, and prescribing medication and performing physical examinations as needed, and

WHEREAS, due to increased need for psycho-social evaluations and treatment of individuals with behavioral health problems it is recommended that a Medical Social Worker (Correctional Facility) position be created, with this being a non-supervisory position.

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

RESOLVED, that a Nurse Practitioner-PT position be created at a salary not to exceed \$35,000 per year, and a Medical Social Worker (Correctional Facility) position be created at a salary not to exceed \$60,000 be it

RESOLVED, that certified copies of this resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to effect such change.

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

Authorized Budget Modification

Res. 111 of 2019

A159900

(\$44,000)

A3150.511000

\$40,873

A3150.590308

\$3,127

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 112

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

By Legislator Stephen Walpole:

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

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

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

WHEREAS, this body had previously granted a \$100,000 tipping fee credit and discounted ACM tipping fee rates which was well utilized by OCLB in 2018 and it is in the public interest to assist the land bank in continuing its work to improve communities throughout the county in 2019; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Oswego County Land Bank Corporation be and is hereby granted a \$100,000 tipping fee credit on account for 2019 at Oswego County Division of Solid Waste facilities; said credit to be calculated using the fee schedule in place for 2019.

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

RESOLUTION NO. 113

**RESOLUTION ACCEPTING A NYSDOT GRANT AND ESTABLISHING A
CAPITAL PROJECT TO CONSTRUCT A TEN BAY T-HANGAR AT THE
OSWEGO COUNTY AIRPORT**

By Legislator Stephen Walpole:

WHEREAS, Oswego County has received a grant offer for the Construction of a Ten Bay T-Hangar at the Oswego County Airport, Fulton, NY and

WHEREAS, the total cost is estimated at \$965,000, with a State share of 90% (\$865,000), and

WHEREAS, the local share of \$100,000 can be funded from Highway Unappropriated Fund Balance.

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

RESOLVED, that there is hereby established Capital Project #104 – Construction of a Ten Bay T-Hangar and said project is hereby authorized for a maximum expenditure of \$965,000 and be it further

RESOLVED, that the Oswego County Legislature authorizes the Chairman of the Legislature to enter into an agreement with New York State accepting this grant offer, 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 A VOICE VOTE ON JUNE 13, 2019:

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

Authorized Budget Modification

**H529000.104
H435910.104
H450310.104**

Res. 113 of 2019

**\$965,000
(\$865,000)
(\$100,000)**

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 114

**RESOLUTION ESTABLISHING CAPITAL PROJECT #102 WATERBURY ROAD
BRIDGE OVER PRINCE BROOK**

By Legislator Stephen Walpole:

WHEREAS, the Waterbury Road Bridge over Prince Brook in the Town of Redfield in Oswego County, New York, BIN 3209230; and

WHEREAS, this project is necessary to begin work on replacing the superstructure of the bridge. Due to the condition of the steel the entire superstructure needs to be replaced

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 close Capital Project No. 82 – Structural Multi Pipe Arch – Town of West Monroe and transfer the remaining balance of \$14,385 to Capital Reserve No. 06 – Bridges OCTASC; and be it further

RESOLVED, that the Treasurer is hereby authorized to amend the authorization of Capital Project No. 38 – County Route 6 Bridge over Catfish Creek by \$55,000 to \$795,000; and be it further

RESOLVED, that the Treasurer is hereby authorized to transfer \$250,000 from Capital Reserve No. 06 – OCTASC Bridges to Capital Project #102 Waterbury Road Bridge over Prince Brook.

Capital Project #102

Total Authorization

Bridge – Waterbury Road Bridge

\$250,000

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

Authorized Budget Modification

Res. 114 of 2019

H529000.102	\$250,000
H450310.102	(\$250,000)
H599014.82	\$14,385
A450310	(\$14,385)
H450310.38	\$55,000
H529000.38	(\$55,000)

RESOLUTION NO. 115

**RESOLUTION AUTHORIZING BUDGET MODIFICATION TO TRANSFER
FUNDS FROM INSURANCE RECOVERY FUND INTO HIGHWAY SUPPLIES
AND EXPENSES - HIGHWAY**

By Legislator Stephen Walpole:

WHEREAS, The Highway Department has recovered \$2,432.19 (\$2,115.31 from GEICO General Insurance Company and \$316.99 from USAA General Indemnity Company) for repairs to guide rails and highway signs. The checks were deposited in account A1325.426800 (Insurance Recovery Fund).

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 \$2432.19 from account A1325.426800 (Insurance Recovery Fund) into account DM5110.545400 (Highway Supplies and Expenses-Highway).

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

LEGISLATURE
COUNTY
OSWEGO

Authorized Budget Modification

Res. 115 of 2019

D5110.545400
A1325.426800.0

\$2,432.19
(\$2,432.19)

RESOLUTION NO. 116

RESOLUTION AUTHORIZING BUDGET MODIFICATION TO TRANSFER FUNDS FROM INSURANCE RECOVERY FUND INTO HIGHWAY STREET EQUIPMENT

By Legislator Stephen Walpole:

WHEREAS, The Highway Department recovered \$9,806.88 from Liberty Mutual Insurance Company for a 2012 Western Star Dump with Plow that was involved in a motor vehicle accident. The check was deposited in account A1325.426800 (Insurance Recovery Fund).

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 \$9,806.88 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.524000 (Highway Street Equipment).

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 116 of 2019

DM5130.524000

\$9,806.88

A1325.426800.0

(\$9,806.88)

RESOLUTION NO. 117

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
FACILITIES AND TECHNOLOGY**

By Legislator Stephen Walpole:

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

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

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

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A159900
A1620.541200**

Res. 117 of 2019

**(\$50,000)
\$50,000**

RESOLUTION NO. 118

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

By Legislator James Karasek:

WHEREAS, Oswego County is 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.

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 A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 119

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION HEALTH
DEPARTMENT-NEW YORK STATE REGULATIONS STAFF COMPLIANCE
DUE TO MEASLES OUTBREAK**

By Legislator James Karasek:

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

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

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

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 119 of 2019

A4035.416014

(\$5,049)

A4035.434010

(\$531)

A4035.545800

\$5,580

RESOLUTION NO. 120

**RESOLUTION AUTHORIZING THE CORRECTION OF TITLES IN THE
BUDGET OF TWO POSITIONS IN THE HEALTH DEPARTMENT**

By Legislator James Karasek:

WHEREAS, in order to correct a printing error of two nursing staff position lines in the 2019 Oswego County Budget; and

WHEREAS, Positions #403518803 and #418918802 are currently listed in the budget as Registered Professional Nurse, and

WHEREAS, the positions have been reviewed by the Director of Human Resources with a recommendation to correct the error in the Oswego County Budget to reflect the previously approved position lines of Public Health Nurse.

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

RESOLVED, that positions #403518803 and #418918802, Registered Professional Nurse, be amended to Public Health Nurse, and be it further

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

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 121

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT
DEPARTMENT OF SOCIAL SERVICES – WORKFORCE DEVELOPMENT
BOARD**

By Legislator Roy Reehil:

WHEREAS, Oswego County Legislature has previously authorized a professional service contract with Workforce Development Board, Inc.; and

WHEREAS, the Department of Social Services is seeking to execute a new agreement with Workforce Development Inc;

NOW, upon recommendation and approval of the Human Services Committee; be it

RESOLVED, that the Oswego County Legislature awards a professional services contract for the term of July 1, 2019 until June 30, 2020 to Workforce Development Board, Inc. for a sum not to exceed \$92,344.

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 122

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT
TREASURER'S OFFICE – INVESTMENT ANALYSIS**

By Legislator John Martino:

WHEREAS, Oswego County has been continuing to improve their investment position.

WHEREAS, three+one investment services will be to provide proprietary reports and data that can be used internally – and externally – to achieve higher income on low and non-performing operating dollars while adhering to Oswego County's specific legal, safety, and liquidity requirements; and

WHEREAS, utilizing these products will identify and quantify the time horizon and worth of all Oswego County operating capital, which can be used to achieve new sources of income through your financial institutions; and

WHEREAS, three+one is a single source that uses a proprietary cash flow and liquidity modeling for its recommendations. The initial analysis fee has a guarantee of 5 to 1 or the one time payment fee of \$9,900.00 will be waived. There will be a .000250 quarterly liquidity monitoring and reporting fee

NOW, THEREFORE, BE IT RESOLVED, that the Oswego County Treasurer be, and hereby is, authorized and directed to execute a contract, on behalf of Oswego County, with three+one for the provision of the above-described services.

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 123

**RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING
RELATIVE TO PROPOSED COUNTY OF OSWEGO LOCAL LAW NO. 1 OF THE
YEAR 2019, ENTITLED, "A LOCAL LAW GRANTING AN EXEMPTION FROM
THE GENERAL AND VALOREM TAXATION, SPECIAL AD VALOREM LEVIES,
AND SPECIAL ASSESSMENTS AS PROVIDED FOR UNDER REAL PROPERTY
TAX LAW §485 AND §490 REGARDING THE JAMES A. FITZPATRICK
FACILITY"**

By Legislator David Holst:

UPON the recommendation of this body, be it

RESOLVED, that the Oswego County Legislature will hold a Public Hearing on the proposed County of Oswego Local Law Number 1 of 2019 entitled **"A LOCAL LAW GRANTING AN EXEMPTION FROM THE GENERAL AND VALOREM TAXATION, SPECIAL AD VALOREM LEVIES, AND SPECIAL ASSESSMENTS AS PROVIDED FOR UNDER REAL PROPERTY TAX LAW §485 AND §490 REGARDING THE JAMES A. FITZPATRICK FACILITY"**, on the 26th day of June 2019 at 5:30p.m. of said day at the Oswego County Legislative Chambers, 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 A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY LEGISLATURE

DRAFT

**TOWN OF SCRIBA,
MEXICO ACADEMY & CENTRAL SCHOOL DISTRICT
AND COUNTY OF OSWEGO**

AND

EXELON FITZPATRICK, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

FOR THE

JAMES A. FITZPATRICK FACILITY

DATED AS OF JULY 1, 2019

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DRAFT

JAMES A. FITZPATRICK FACILITY

PAYMENT IN LIEU OF TAX AGREEMENT

This **PAYMENT IN LIEU OF TAX AGREEMENT**, dated as of the 1st day of July, 2019, by and between the **TOWN OF SCRIBA**, a municipal corporation organized and existing under the laws of the State of New York, the **MEXICO ACADEMY & CENTRAL SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of New York, the **COUNTY OF OSWEGO**, a municipal corporation organized and existing under the laws of the State of New York, and **EXELON FITZPATRICK, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to conduct business in the state of New York,

WITNESSETH:

THAT, WHEREAS, the James A. FitzPatrick Facility has a nameplate rated capacity of 882.0 megawatts¹ and is located in the Town on land described on Exhibit A attached hereto and is currently identified by the tax parcel identification numbers listed on Exhibit B attached hereto; and

WHEREAS, the Company filed real property tax assessment challenges and a certiorari proceeding against the Town pursuant to Article 5 and Article 7 of the RPTL (the "Assessment Litigation") with respect to the Facility in relation to the 2018 and 2019 Assessment Roll Years (the "Litigation Period"); and

WHEREAS, as a consequence of negotiation as to the future real property tax treatment of the Facility, the Company has agreed to discontinue the Assessment Litigation for the Litigation Period, and the Tax Jurisdictions and the Company have agreed to enter into this Agreement regarding the Company's obligation to make payments to the Tax Jurisdictions for the Facility in relation to the Tax Jurisdictions' fiscal years based on the 2019, 2020, 2021, 2022, and 2023 Assessment Roll Years; and

WHEREAS, New York Real Property Tax Law Section 485 permits the exemption from taxation of a Nuclear Powered Electric Generating Facility, such as the Facility, upon the adoption of a local law or resolution by the tax jurisdictions in which such facility is located to confer the exemption and to authorize such tax jurisdictions to enter into payment in lieu of tax agreements such as this Agreement with the owner of such facility; and

WHEREAS, the Town conducted public hearings on June __, 2019 pursuant to the Municipal Home Rule Law and Section 485, with respect to the Town's compliance with Section 485, notices of which were duly published and at which the public was given the opportunity to be heard; and

WHEREAS, the County conducted public hearings on June __, 2019 pursuant to the Municipal Home Rule Law and Section 485, with respect to the County's compliance with Section

¹ Based on the 2019 "Name Plate Rating" set forth in the New York Independent System Operator's 2019 Load & Capacity Data report released in April 2019.

485, notices of which were duly published and at which the public was given the opportunity to be heard; and

WHEREAS, the School District conducted public hearings on June __, 2019 pursuant to Section 485, with respect to the School District's compliance with Section 485, notices of which were duly published and at which the public was given the opportunity to be heard; and

WHEREAS, pursuant to Section 485, the Town adopted Local Law No. __ of 2019 on June __, 2019, a copy of which is attached hereto as Exhibit C, providing for exemption of the Facility from Taxation, Special *Ad Valorem* Levies and Special Assessments imposed by or within the Town commencing on January 1, 2020 and expiring on December 31, 2024, and a resolution dated June __, 2019 authorizing the execution of this Agreement by the Town Supervisor, a copy of which is also attached hereto as Exhibit C; and

WHEREAS, pursuant to Section 485, the Legislature of the County adopted Local Law No. __ of 2019 on June __, 2019, a copy of which is attached hereto as Exhibit D, providing for exemption of the Facility from Taxation, Special *Ad Valorem* Levies and Special Assessments imposed by or within the County commencing on January 1, 2020 and expiring on December 31, 2024, and a resolution dated June __, 2019 authorizing the execution of this Agreement by the Chairperson of the Oswego County Legislature, a copy of which is also attached hereto as Exhibit D; and

WHEREAS, pursuant to Section 485, the Board of Education of the School District adopted a resolution dated June __, 2019, a copy of which is attached hereto as Exhibit E, providing for exemption of the Facility from Taxation, Special *Ad Valorem* Levies and Special Assessments imposed by or within the School District commencing on July 1, 2019 and expiring on June 30, 2023, and a resolution dated June __, 2019 authorizing the execution of this Agreement by the Superintendent of the School District or the President of its Board of Education, a copy of which is also attached hereto as Exhibit E;

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

ARTICLE I

DEFINITIONS

Section 1. Definitions

For all purposes of this Agreement, defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in this Section.

"Affiliate" means an "affiliate" of, or a Person "affiliated" with, a specified Person, and is a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

“Agreement” means this payment in lieu of tax agreement by and among the Parties dated as of the first date written above.

“Assessment Litigation” means the real property tax assessment challenges and a certiorari proceeding commenced by the Company against the Town pursuant to Article 5 and Article 7 of the RPTL with respect to the Facility in relation to the 2018 and 2019 Assessment Roll Years.

“Assessment Roll Year” means the year in which an assessment roll is established by the Town and is related to the Tax Jurisdictions’ respective fiscal years tied to a specific assessment roll. For example, the 2019 Assessment Roll Year is tied to the School District’s 2019-2020 fiscal year and the Town’s and the County’s 2020 fiscal year, and covers the period commencing on July 1, 2019 and terminating on June 30, 2020 for the School District, and the 2020 calendar year for the Town and the County. Unless earlier terminated, this Agreement covers the 2019, 2020, 2021, 2022, and 2023 Assessment Roll Years.

“Board of Education” means the Board of Education of the School District.

“Commissioner” means the Commissioner of the New York State Department of Taxation and Finance, of which the Office of Real Property Tax Services is a division.

“Company” means Exelon FitzPatrick, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to conduct business in New York, and its successors and assigns.

“County” means the County of Oswego, New York, a municipal corporation organized and existing under the laws of the State of New York.

“County Legislature” means the County Legislature of the County.

“County Local Law” means Local Law No. __ of 2019 adopted by the County on June __, 2019, pursuant to Section 485, to provide for exemption of the Facility from Taxation, Special *Ad Valorem* Levies and Special Assessments imposed by or within the County.

“Court” means the New York State Supreme Court, Oswego County.

“Cure Period” means thirty (30) days after each Payment due date.

“Electric Transmission System” means the regulated utility-owned transmission lines and equipment dedicated to the bulk transfer of high voltage electrical energy between electric generating stations and power purchasers.

“Equipment” means any machinery and/or equipment that is or was used in the generation of electricity from nuclear power, any equipment used in the storage or handling of spent nuclear fuel or related materials and any equipment and generation tie lines leading from the Facility to an interconnection with any Electric Transmission System, but does not include any equipment in the Electric Transmission System.

“Exelon Generation” means Exelon Generation Company, LLC.

“Facility” means the James A. FitzPatrick Facility located in the jurisdictional boundaries of the Tax Jurisdictions, which has a nameplate rated capacity of 882.0 MW, including any property, machinery, equipment, buildings, and improvements currently located, and to be located, on the Land. The Facility is currently identified on the assessment roll of the Town by the Tax Parcels.

“Fire District” means the Town of Scriba Fire District.

“Force Majeure Event” means an event for which the Company is not responsible or act of God resulting in damage or destruction to greater than fifty-one percent (51%) of the Facility.

“ISFST” means the Facility’s Independent Spent Fuel Storage Installation.

“Land” means the land located in the Town underlying the Facility described on Exhibit A attached hereto and currently identified by the Tax Parcels.

“Library” means the library for the School District.

“Litigation Period” means the 2018 and 2019 Assessment Roll Years associated with the Assessment Litigation.

“MW” means megawatt.

“NRC” means the United States Nuclear Regulatory Commission.

“Non-Nuclear Electric Generating Facilities” means all electric generating facilities which generate electricity from non-nuclear power for sale, directly or indirectly, to the public, including the land upon which such facilities are located, but excluding any back-up generating facilities or generators that are or become part of the Facility.

“Notice of Termination” means a written notice provided by either the Tax Jurisdictions or the Company to the other regarding its election to terminate this Agreement.

“Nuclear Powered Electric Generating Facility” shall have the meaning set forth in Section 485.

“Parties” means the Town, the School District, the County, and the Company.

“Payments” means the payments to be made with respect to the Facility, determined in accordance with Article III of this Agreement.

“Person” means an individual, partnership, limited liability company, corporation, trust, unincorporated organization or governmental authority.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“School District” means the Mexico Academy and Central School District, a public school district organized and existing under the laws of the State of New York and located in Oswego County, New York.

“School District Resolution” means the resolution dated April 14, 2016, adopted by the Board of Education pursuant to Section 485, to provide for exemption of the Facility from Taxation, Special *Ad Valorem* Levies and Special Assessments imposed by or within the School District.

“Section 485” means RPTL Section 485, as amended from time to time, providing for exemption of a Nuclear Powered Electric Generating Facility from Taxation, Special *Ad Valorem* Levies and Special Assessments, except as limited by Section 490.

“Section 490” means RPTL Section 490, as amended from time to time, extending the Section 485 exemption to cover Special *Ad Valorem* Levies and Special Assessments, but excepting certain of those.

“Special Assessment” shall have the meaning set forth in RPTL Section 102(15), as amended from time to time.

“Special Ad Valorem Levy” shall have the meaning set forth in RPTL Section 102(14), as amended from time to time.

“Special District” shall have the meaning set forth in RPTL Section 102(16), as amended from time to time.

“State” means the State of New York.

“Stipulation and Order of Settlement and Discontinuance” means a stipulation and order of settlement and discontinuance to be entered into by the Tax Jurisdictions and the Company, and so-ordered by the Court, in relation to discontinuation of the Assessment Litigation.

“Taxes” and “Taxation” shall have the meaning set forth in RPTL Section 102(20), as amended from time to time.

“Tax Jurisdictions” means the Town, School District, and County.

“Tax Parcels” means all tax parcels listed on Exhibit B attached hereto.

“Term” means five (5) payment years covering the 2019, 2020, 2021, 2022, and 2023 Assessment Roll Years, or such reduced period of time created by an earlier termination pursuant to Article III Section 8, Article III Section 11, Article IV Section 2, or Article VI Section 1 of this Agreement.

“Town” means the Town of Scriba, New York, a municipal corporation organized and existing under the laws of the State of New York and located within the County of Oswego.

“Town Board” means the Town Board of the Town.

“Town Local Law” means Local Law No. __ of 2019 adopted by the Town on June __, 2019, pursuant to Section 485, to provide for exemption of the Facility from Taxation, Special *Ad Valorem* Levies and Special Assessments imposed by or within the Town.

“Triggering Event” means an event giving rise to the right of either the Tax Jurisdictions or the Company to terminate this Agreement.

“ZEC” means Zero Emissions Credit.

Section 2. Interpretation

In this Agreement, unless the context otherwise requires:

- a. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Agreement refer to this Agreement, the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Agreement;
- b. Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and
- c. Any certificates, letters, or opinions required to be given pursuant to this Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 1. Representations of all Parties

Each of the Parties executing this Agreement hereby represents that, as of the date of this Agreement:

- a. it is duly organized, validly existing, and in good standing under the laws of the State in which it is formed as set forth in the first paragraph of this Agreement and has requisite authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement;
- b. it has the power and authority to execute, deliver, and carry out all applicable terms and provisions of this Agreement;
- c. all necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms;
- d. with respect to its signatory hereto, such signatory has been duly authorized to execute this Agreement in her or his official or corporate capacity and has the power to bind her or his respective Party to this Agreement;
- e. no governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by such Party

except such as have been duly or will be obtained or made and, in the case of the Company, except such as are required for the operation or maintenance of the Facility, and the Company has no reason to believe that any such government approval will not be made or obtained as required for the Company's performance hereunder;

f. none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of its charter, certificate of organization, limited liability company agreement, or bylaws; (ii) conflict with, violate, or result in a breach of any applicable law; 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 its properties or assets are bound;

g. 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 it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement;

h. the conduct of its business is in compliance with all applicable governmental approvals with which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement; and

i. the Facility constitutes a Nuclear Powered Electric Generating Facility for purposes of Section 485.

Section 2. Tax Jurisdiction Representations

a. The Town represents that the Town Local Law remains in full force and effect and has not been modified, rescinded, or revoked as of the date hereof and that all actions on the part of the Town necessary or appropriate for the effectiveness of the Town Local Law and the execution and delivery of this Agreement have occurred and been satisfied. The Town further represents that the Town Local Law and a copy of this Agreement were or will be filed with the Commissioner and the Town Clerk within thirty (30) days of its adoption (in the case of the Town Local Law) and execution (in the case of this Agreement).

b. The County represents that the County Local Law remains in full force and effect and has not been modified, rescinded, or revoked as of the date hereof and that all actions on the part of the County necessary or appropriate for the effectiveness of the County Local Law and the execution and delivery of this Agreement have occurred and been satisfied. The County further represents that the County Local Law and a copy of this Agreement were or will be filed with the Commissioner and the County Clerk within thirty (30) days of its adoption (in the case of the County Local Law) and execution (in the case of this Agreement).

c. The School District represents that the Section 485 Resolution remains in full force and effect and has not been modified, rescinded, or revoked as of the date of this Agreement and that all actions on the part of the School District necessary or appropriate for the effectiveness of the Section 485 Resolution and the execution and delivery of this Agreement have occurred and been satisfied. The School District further represents that the Section 485 Resolution and a copy of this Agreement were or will be filed with the Commissioner and the School District Clerk within thirty (30) days of its adoption (in the case of the Section 485 Resolution) and execution (in the case of this Agreement).

Section 3. Company Representations

a. The Company represents that all actions necessary or appropriate for the execution and delivery of this Agreement have occurred and been satisfied.

ARTICLE III

PAYMENTS

Section 1. Payment Amount

a. Payment Amount. The Company has paid taxes and related charges with respect to the 2018 Assessment Roll Year in the amounts set forth below. The Company will make annual Payments to the Tax Jurisdictions in the total amounts set forth below for Assessment Roll Years 2019-2023.

Assessment Roll Year	Taxable Status	Town Payment Share (\$) (includes Fire District)	School District Payment Share (\$) (includes Library)	County Payment Share (\$) (includes all County taxes)	Payments (\$)
2018	Taxable	866,142	10,540,467	4,459,942	15,866,551
2019	Exempt	552,000	9,039,000	4,209,000	13,800,000
2020	Exempt	552,000	9,039,000	4,209,000	13,800,000
2021	Exempt	552,000	9,039,000	4,209,000	13,800,000
2022	Exempt	552,000	9,039,000	4,209,000	13,800,000
2023	Exempt	552,000	9,039,000	4,209,000	13,800,000
Tax and Payment Total		3,626,142	55,735,467	25,504,942	84,866,551

Payments shall cover Taxes, Special *Ad Valorem* Levies and Special Assessments currently imposed on the Facility by the Tax Jurisdictions, including Town general and highway taxes and Fire District taxes, School District general and Library taxes, and County general, Community College, and Workers Compensation taxes, and any other future Taxes, Special *Ad Valorem* Levies and Special Assessments covered by Section 485 imposed by the Tax Jurisdictions or a Special District. Payments will not be increased or decreased if

the nameplate capacity of the Facility changes during the Term. Payments shall not be increased or decreased relative to the ISFSI, so-called dry cask storage units, or any related spent fuel storage property or Equipment.

b. Payment Split. The Tax Jurisdictions have agreed that annual Payments shall be split as follows:

Tax Jurisdiction	Share
Town	4.0%
School District	65.5%
County	30.5%
Combined	100.0%

Section 2. All Property Taxes, Levies and Assessments Covered

To the extent provided for in Section 485, the Payments are inclusive of all Taxes, Special Assessments, Special *Ad Valorem* Levies, and other similar charges by any of the Tax Jurisdictions or any Special District which would have been or are assessed against the Facility during the Term. The Company will remain responsible for any water or sewer usage charges lawfully and properly levied on the Facility, and such usage charges will be paid by the Company in addition to Payments hereunder.

Section 3. Payment Due Dates

The Company will make Payments to (a) the School District on or before October 1 of each School District fiscal year during the Term, and (b) the Town and the County on or before January 31 of each calendar year during the Term.

Assessment Roll Year	School District Tax Year	Town/County Tax Year	School District Payment Installment Due Dates	Town/County Payment Due Date
2019	2019-2020	2020	October 1, 2019	January 31, 2020
2020	2020-2021	2021	October 1, 2020	January 31, 2021
2021	2021-2022	2022	October 1, 2021	January 31, 2022
2022	2022-2023	2023	October 1, 2022	January 31, 2023
2023	2023-2024	2024	October 1, 2023	January 31, 2024

Section 4. Invoices; Payee

a. Invoices. The Tax Jurisdictions will prepare invoices pursuant to this Agreement and deliver them to the Company at least thirty (30) days in advance of each of

the Payment due dates described in Section 3 of this Article. The failure of a Tax Jurisdiction to issue an invoice does not waive the due date or the Company's responsibility to make the Payment on or before the date specified in Article III Section 3 hereof. Invoices shall be sent to the following address:

Exelon FitzPatrick, LLC
c/o Exelon Business Services Company
10 South Dearborn, 51st Floor
Chicago, Illinois 60603
Attention: Senior Property Tax Manager
Telephone No.: (312) 394-7410

b. Payee. Unless otherwise directed by the Tax Jurisdictions, Payments shall be made payable to the following:

If to the Town, payable to the "Town of Scriba" and mailed or delivered to:

Town of Scriba
Municipal Building
42 Creamery Road
Oswego, New York 13216
Attention: Tax Collector

If to the School District, payable to the "Mexico Academy & Central School District" and mailed or delivered to:

Mexico Academy & Central School District
40 Academy Street
Mexico, New York 13114
Attention: Assistant Superintendent for Business

If to the County, payable to the "County of Oswego" and mailed or delivered to:

County of Oswego
County Office Building
46 East Bridge Street
Oswego, New York 13216
Attention: County Treasurer

Section 5. Credits for Taxes, Special *Ad Valorem* Levies, and Special Assessments

Any Taxation, Special *Ad Valorem* Levies, or Special Assessments resulting in payments made or to be made by the Company to a Tax Jurisdiction or to a Special District with respect to the Facility or any portion thereof, during an Assessment Roll Year to which this Agreement applies, will be applied as a credit against the Payment share due to that respective Tax Jurisdiction in that Assessment Roll Year (and future Assessment Roll Years to the extent taxes paid exceed the Payment for that Assessment Roll Year), to the extent such payments are not timely refunded

to the Company. Should the Company, under any subsequently adopted State or local law, pay to any Tax Jurisdiction in any Assessment Roll Year any amounts for Taxes, Special Assessments or Special *Ad Valorem* Levies charged, levied, and/or assessed upon the Facility, then the Company's obligation hereunder to make Payment to that Tax Jurisdiction in such Assessment Roll Year will be reduced by the amount which the Company so paid or is obligated to pay to such Tax Jurisdiction in such Assessment Roll Year (and future Assessment Roll Years to the extent Taxes, Special *Ad Valorem* Levies and Special Assessments paid exceed the Payment for that Assessment Roll Year). If the Company desires to claim a credit against any particular Payment due hereunder, the Company will give the respective Tax Jurisdiction prior written notice of its intention to claim any credit pursuant to the provisions of this Section, with such notice to be given by the Company at least ten (10) days prior to the final date on which such Payment is due pursuant to the provisions of Article III Section 3 of this Agreement. Notwithstanding anything to the contrary herein, for any Assessment Roll Year during which this Agreement applies, the sum of Taxes, Special *Ad Valorem* Levies and Special Assessments paid or owed and the Payments paid or owed (after application of the credit/reduction for Taxes, Special *Ad Valorem* Levies and Special Assessments) shall in no event be less or more than the total Payments for such Assessment Roll Year calculated pursuant to Article III Section 1 of this Agreement. Notwithstanding anything herein to the contrary, the Company shall not be entitled to a credit for any payments made other than payments for Taxes, Special *Ad Valorem* Levies, and Special Assessments.

Section 6. Late Payments; Default; Penalties and Interest

Payments not made on or before the date due shall be considered in default of this Agreement. Upon the failure of the Company to make a Payment when due, the Tax Jurisdictions owed payment shall provide writing notice of default to the Company. The Company shall have thirty (30) days to cure any such default (the "Cure Period"). Payments not made to any of the Tax Jurisdictions on or before the date due shall be subject to the same interest and penalties as unpaid real property taxes, calculated from the date due; *provided, however*, that interest and penalties shall not be due and owing with respect to any such Payment if the Tax Jurisdictions fail to issue an invoice to the Company pursuant to Article III Section 4(a) hereof at least two (2) weeks prior to the date due. The officer collecting Payments for the Tax Jurisdictions hereunder shall be entitled to present to the County a statement to the effect that Payments, if any, remain unpaid. The County shall be entitled, upon receipt of such statement, to levy against the Facility for any unpaid Payments set forth in such statement, together with all applicable interest and penalties, and collect and enforce such levy in the same manner and to the same extent as provided by law for the collection of real property taxes, notwithstanding the fact that the Facility is otherwise wholly exempt from Taxation, Special *Ad Valorem* Levies and Special Assessments. Crediting pursuant to Article III Section 5 hereof, supported by tax bills paid, shall not constitute a default hereunder.

Section 7. Payment Security

The Company will provide a guaranty by its parent company, Exelon Generation Company, LLC ("Exelon Generation"), in a form acceptable to the Company, Exelon Generation, and the Tax Jurisdictions as security for Payments.

Section 8. Default and Remedies

In the event Payments, together with any interest due, are not received by any of the Tax Jurisdictions within the Cure Period, this Agreement and the benefit of the underlying exemption shall terminate. Termination pursuant to this Section shall be first effective for the set of fiscal years tied to the first final assessment roll following expiration of the Cure Period. The assessment, levy, and collection of Taxes related to the Facility for that Assessment Roll Year shall be made pursuant to then-current law. The Company shall have the right to challenge any assessments relating to such Taxes payable on the Facility following such termination. The Company shall be subject to any action at law or in equity that the Tax Jurisdictions deem appropriate to collect Payments then due hereunder, and the Company will then be responsible for payment of Taxes pursuant to then-current law. If Payment(s) are paid by or on behalf of the Company during the Cure Period, they shall be applied against and shall reduce the Company's Payment obligation(s) to the extent of their sufficiency and this Agreement will remain in full force and effect if such Payment(s); together with any interest due, is/are made in full.

Section 9. Payments After Expiration or Early Termination of Term

At the expiration or early termination of the Term, the assessment, levy, and collection of Taxes related to the Facility shall be made pursuant to then-current law. The Company shall have the right to challenge any assessments relating to such Taxes.

Section 10. Additional Property and Improvements

Future improvements or modifications to the Facility and property and any Equipment that becomes located on the Land during the Term shall be covered by this Agreement and shall not cause any increase in the Payments; *provided, however*, that this Agreement shall exclude any Non-Nuclear Electric Generating Facilities that are constructed on the Land.

Section 11. Damage

In the event the Facility is damaged or destroyed by a Force Majeure Event, this Agreement may be terminated by the Company in its entirety. Termination pursuant to this Section shall be first effective for the set of fiscal years tied to the first final assessment roll following the date upon which damage first occurs to the Facility. The assessment, levy, and collection of Taxes related to the damaged Facility for that Assessment Roll Year shall be made pursuant to then-current law. The Company shall have the right to challenge any assessments relating to such Taxes payable on the Facility following such termination.

Section 12. No Effect of Final Payments on Facility Value

The Payments under this Agreement shall have no bearing relative to Facility value following expiration or termination of this Agreement.

ARTICLE IV

TERM AND TERMINATION RIGHTS

Section 1. Term and Effective Dates

The Term will be five (5) payment years covering the 2019, 2020, 2021, 2022, and 2023 Assessment Roll Years, as illustrated in the schedule below, or such reduced period of time created by an earlier termination pursuant to Article III Section 8, Article III Section 11, Article IV Section 2, or Article VI Section 1 of this Agreement. For the School District, this Agreement is effective upon July 1, 2019 and continues through 11:59 p.m. on June 30, 2024. For the Town and the County, this Agreement is effective upon January 1, 2020 and continues through 11:59 p.m. on December 31, 2024.

Assessment Roll Year	School District Tax Year	Town / County Tax Year
2019	2019-2020	2020
2020	2020-2021	2021
2021	2021-2022	2022
2022	2022-2023	2023
2023	2023-2024	2024

Section 2. Termination; Triggering Events

Either the Tax Jurisdictions or the Company may terminate this Agreement upon the occurrence of any of the following events (each a “*Triggering Event*”):

- a. The NRC orders a shutdown or revokes, terminates, or otherwise cancels the license to operate to generate electricity or refuses to approve resumption of operations to generate electricity.
- b. The New York State ZEC program is terminated or discontinued by legislative, regulatory or administrative action, or is struck down by a non-appealable decision of a court, during the Term and is not replaced with a comparable program.
- c. Any new New York State or Federal legislation is passed which directly increases the annual revenue the Facility receives through the ZEC program, carbon pricing or any other program that provides payments related to the environmental attributes of the Facility.
- d. The Company adds generating capacity to the Facility or the Land on which the Facility is located.

e. The Company decides to permanently shut down the Facility for reasons other than those covered above and notice of shut-down is provided to the NRC.

Upon the occurrence of any such Triggering Event, the Tax Jurisdictions or the Company may at any time thereafter elect to terminate this Agreement by providing written notice of termination (the “*Notice of Termination*”).

Section 3. Effect of Election to Terminate

Upon the occurrence of a Triggering Event, if either the Tax Jurisdictions or the Company elect to terminate this Agreement, such termination will be first effective for the set of fiscal years tied to the second final assessment roll following the date of the Notice of Termination. If either the Tax Jurisdictions or the Company do not elect to terminate this Agreement in connection with a Triggering Event, the Payments will continue to be as specified in Article III hereof.

ARTICLE V

ASSESSMENT LITIGATION AND WAIVER OF REFUNDS

Section 1. 2018 and 2019 Assessment Challenges

Within thirty (30) days following execution and delivery of this Agreement by all Tax Jurisdictions, the Assessment Litigation shall be withdrawn and discontinued with prejudice.

Section 2. Assessment Challenges

a. Potential 2019 Assessment Challenge. The Company may challenge the assessments on the Facility for the 2019 Assessment Roll Year. At the time of discontinuance of the Assessment Litigation in accordance with the conditions in Section 1 of this Article, such assessment challenge(s), if any, shall also be withdrawn and discontinued with prejudice pursuant to the terms of a stipulation and order of settlement and discontinuance (the “*Stipulation and Order of Settlement and Discontinuance*”).

b. 2020-2023 Assessment Challenges. Except as otherwise provided in this Agreement, the Company agrees not to challenge the assessments on the Facility for the 2020, 2021, and 2022 Assessment Roll Years. The Company may challenge the assessment for the final year of this Agreement (the 2023 Assessment Roll Year).

c. No Implied Agreement to Assessed Value. Neither the Company’s agreement not to challenge the assessments on the Facility nor its failure to do so in the final year of the Agreement shall constitute an acceptance of or agreement to such assessments.

Section 3. Refunds

As part of its agreement to withdraw and discontinue the Assessment Litigation and assessment challenges, and conditioned on the adoption of the Section 485 exemption by all Tax Jurisdictions and execution and delivery of this Agreement by all Parties, the Company irrevocably waives refund of taxes paid for the Litigation Period.

Section 4. Disqualification Decision

In connection with entry into and filing with the Court of the Stipulation and Order of Settlement and Discontinuance, the Tax Jurisdictions will (i) agree their appeal of the Court's March 5, 2019 decision regarding disqualification of Tax Jurisdiction counsel in connection with the Assessment Challenges is moot, and (ii) take all necessary steps to withdraw and discontinue with prejudice such appeal within thirty (30) days following execution and delivery by the Company and the Tax Jurisdictions of the Stipulation and Order of Settlement and Discontinuance.

Section 5. Court to Retain Jurisdiction

The Court shall retain jurisdiction to enforce or construe the terms of this Agreement as part of the settlement of the Assessment Litigation, despite the Company's discontinuance of such litigation through the Stipulation and Order of Settlement and Discontinuance.

Section 6. No Effect of Stipulation and Order of Settlement and Discontinuance on Facility Value

Any reference in the Stipulation and Order of Settlement and Discontinuance to the Facility's assessment shall have no bearing as to Facility value following expiration or termination of this Agreement.

ARTICLE VI

ASSIGNMENT

Section 1. Assignment

a. The Company may assign this Agreement to any Affiliate or a third party that purchases the Facility without the prior written consent of the Tax Jurisdictions provided such third party or Affiliate assumes and agrees to be bound by this Agreement. In such event, the Company shall have no further obligations hereunder. If such Affiliate or third party does not assume the Company's obligations under this Agreement, this Agreement and the underlying exemption shall terminate, with such termination first effective for the set of fiscal years tied to the first final assessment roll following the date upon which the Facility is sold.

b. The Company may also, without the consent of any Tax Jurisdiction, sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender.

The Tax Jurisdictions agree to execute, deliver, and furnish such consents, documents, certificates, opinions of counsel, and other instruments and information which any lender may reasonably request as a condition to the financing or refinancing provided in relation to the Facility.

ARTICLE VII

LIMITED OBLIGATION OF THE PARTIES

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, agent, servant, employee, or affiliate of the Parties.

ARTICLE VIII

NOTICES

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Town:

Town of Scriba
Municipal Building
42 Creamery Road
Oswego, New York 13216
Attention: Supervisor
Telephone No.: (315) 343-3019

with a copy to:

Caraccioli Law, PLLC
175 East Seventh Street
Oswego, New York 13126
Attention: Kevin C. Caraccioli, Esq., Scriba Town Attorney
Telephone No.: (315) 343-1939

If to the County:

County of Oswego
County Office Building
46 East Bridge Street
Oswego, New York 13216
Attention: Philip R. Church, County Administrator
Telephone No.: (315) 349-8235

with a copy to:

County of Oswego
County Office Building
46 East Bridge Street
Oswego, New York 13216
Attention: Richard C. Mitchell, County Attorney
Telephone No.: (315) 349-8296

If to the School District:

Mexico Academy & Central School District
40 Academy Street
Mexico, New York 13114
Attention: Superintendent
Telephone No.: (315) 963-8400

with a copy to:

Ferrara Fiorenza P.C.
5010 Campuswood Drive
East Syracuse, New York 13057
Attention: Joseph G. Shields, Esq.
Telephone No.: (315) 437-7600

If to the Company:

Exelon FitzPatrick, LLC
c/o Exelon Business Services Company
10 South Dearborn, 51st Floor
Chicago, Illinois 60603
Attention: Senior Property Tax Manager
Telephone No.: (312) 394-7410

with a copy to:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz, Esq.
Telephone No.: (315) 554-8166

All such notices, demands, requests, consents, or other communications will be deemed to have been duly given when transmitted by electronic copy, or personally delivered, or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by written notice of such change to the other Parties given in accordance with this Section.

ARTICLE IX

MISCELLANEOUS

Section 1. Governing Law; Venue

This Agreement will be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement will be decided in the first instance by the New York State Supreme Court, County of Oswego, to the exclusion of all other courts, except that the Parties shall have all appeal rights allowed by State law. The Parties hereby submit to the jurisdiction of the New York State Supreme Court, County of Oswego, for purposes of all such suits.

Section 2. Severability

In the event any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected; *provided, however*, that the Parties shall renegotiate in good faith the unenforceable or invalid provision(s) in order to accomplish the goals and intent of this Agreement consistent with Section 485.

Section 3. Amendment

This Agreement may not be amended except by an instrument in writing signed by the Parties hereto.

Section 4. Binding Effect

This Agreement will inure to the benefit of and be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

Section 5. Execution in Counterparts

This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart will be deemed to be an original and all of which together constitute but one and the same agreement.

Section 6. Table of Contents and Section Headings Not Controlling

The Table of Contents and the Section headings in this Agreement have been prepared for convenience of reference only and will not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

Section 7. Effective Date

This Agreement will be effective as of the dates set forth in Article IV Section 1 hereof.

Section 8. Filing with the Commissioner

The Tax Jurisdictions will file copies of this Agreement within thirty (30) days after the execution hereof by the Parties with the Commissioner and with the Clerks of the Town, School District, and County. Copies of the Town Local Law, County Local Law, and School District Resolution shall be included in such filings with the Town Clerk, County Clerk, and School District Clerk, respectively.

Section 9. Change of Tax Identification Numbers; Creation of New Tax Parcels

The change or amendment of the, or increase or decrease in the number of, Tax Identification or parcel numbers currently used by the Town to identify or classify all or any part of the Facility, or the creation of new or additional tax parcels for future facilities and property, Equipment, buildings, and improvements located on, above, or under the Land, will not in their totality cause the Payments and/or computations agreed to, or upon which this Agreement is based, to change; *provided, however*, this provision shall not apply to tax parcels created in connection with a sale or transfer of a portion or portions of the Land to a third party or parties that identify such sold or transferred portion(s) of the Land.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

TOWN OF SCRIBA

By: _____
Robert Ramsey
Town Supervisor

COUNTY OF OSWEGO

By: _____
James Weatherup
Chairman, Oswego County Legislature

MEXICO ACADEMY & CENTRAL SCHOOL DISTRICT

By: _____
Sean C. Bruno
Superintendent of Schools

EXELON FITZPATRICK, LLC

By: _____
Joseph Pacher
Vice President

LIST OF EXHIBITS

Exhibit A	LEGAL DESCRIPTION OF THE FACILITY	A-1
Exhibit B	TAX PARCELS	B-1
Exhibit C	TOWN LOCAL LAW AND AUTHORIZING RESOLUTION	C-1
Exhibit D	COUNTY LOCAL LAW AND AUTHORIZING RESOLUTION	D-1
Exhibit E	SCHOOL DISTRICT RESOLUTIONS	E-1

Exhibit A

Legal Description of the Facility

Tax ID# 095.00-01-14.200 (FitzPatrick Facility), and
Tax ID# 095.00-01-50 (Wellness Center)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Scriba, County of Oswego, State of New York, including all of Lots #7, #8, #9 and #42, and part of Lots #6, #10, and #41 in the 18th Township of Scriba's Patent, bounded and described as follows:

Beginning at the southerly mean low water mark (elevation 245 U.S. Lake Survey Datum) of Lake Ontario; Thence S. 07° 07' 00" W. passing through the southerly water's edge (1999) of Lake Ontario and two iron pins set at 56.84 feet 99.84 feet and 2846.38 feet, respectively, and continuing a total distance of 2871.27 feet to a nail set at the center of Lake Road;

Thence N. 88° 29' 00" W. along the center of Lake Road a distance of 371.04 feet to a nail set at the intersection with the centerline of Lake Road and County Route 29;

Thence S. 06° 48' 13" W. along the center of County Route 29 a distance of 1152.12 feet to a nail set;

Thence S. 07° 18' 13" W. along the centerline of County Route 29 a distance of 1775.22 feet to a nail set;

Thence S. 07° 54' 13" W. along the centerline of County Route 29 a distance of 1173.66 feet to a nail set;

Thence S. 07° 58' 13" W. along the centerline of County Route 29 a distance of 1109.42 feet to a nail set;

Thence N. 82° 34' 00" W. passing through an iron pin set at 25.00 feet and continuing a total distance of 3930.06 feet to an iron pin set at the point where the southerly line of Lot #41 intersects the E. 548.300 coordinate line at central zone (N.Y. coordinate system);

Thence N. 10° 01' 00" E. along the coordinate line, passing through an iron pin set at 7890.93 feet said iron pin being situate S. 65° 15' 54" W. 278.69 feet from U.S. Lake Survey Monument "Camp" and continuing a total distance of 7935.93 feet to the southerly water's edge (1999) of Lake Ontario;

Thence N. 10° 01' 00" E. a distance of 50 feet more or less to the mean low water line of Lake Ontario at elevation 245 (U.S. Lake Survey Datum);

Thence along the mean low water line a distance of 4093.63 feet to the point of beginning, being situate S 84° 44' 27" E. 3929.81 feet from the end of the last course.

Containing 720.738 acres of land more or less.

Together with a right-of-way and easement for the purposes of ingress and egress on foot or with vehicles over so much of said former County Route 29 (Lake Road) extending from the westerly boundary of the above described premises in a generally westerly direction across the premises of Niagara Mohawk Power Corporation to the westerly boundary of the premises of Niagara Mohawk Power Corporation, said westerly boundary being coincident with the centerline of Lakeview Road (so-called) at its point of intersection with said former County Route 29.

Tax ID# 095.00-10-01 (Railroad Spur)

ALL THAT CERTAIN portion of right of way of railroad of Consolidated Rail Corporation, formerly Penn Central Transportation Company, known as the Fulton Secondary and identified as Line Code 4748 in the records of the United States Railway Association, situate in the Town of Scriba, County of Oswego and State of New York.

BEGINNING at the Mile Post 38.35 which is about 792 feet east of the southwest line of Four Mile Crossing (aka County Route 1A); and extending from said Beginning thence in an easterly direction to about Mile Post 39.8 and Station 95+543 which is at the end of Consolidated Rail Corporation's ownership, all as indicated by "PS" on the Consolidated Rail Corporation's Case Plan No. 68652, sheets 1 of 2, which sheets are attached to the Parcel B Deed and made a part thereof.

BEING a part of portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-128, dated March 30, 1976 and recorded on September 20, 1978, in the Recorder's Office of Oswego County, New York, in Liber 821 at Page 3&c., granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

Exhibit B

List of Tax Parcels comprising the Facility

1. Tax ID# 095.00-01-14.200 (FitzPatrick Facility)
2. Tax ID# 095.00-01-50 (Wellness Center)
3. Tax ID# 095.00-10-01 (Railroad Spur)

Exhibit C

Town Local Law and Authorizing Resolution

Exhibit D

County Local Law and Authorizing Resolution

Exhibit E

School District Resolutions

GUARANTY

DRAFT

This **GUARANTY**, made and entered into as of July 1, 2019 (the “Guaranty”), from EXELON GENERATION COMPANY, LLC, a Pennsylvania limited liability company, with an office at 300 Exelon Way, Kennett Square, Pennsylvania 19348 (“Guarantor”), to the MEXICO ACADEMY & CENTRAL SCHOOL DISTRICT, a central school district existing under the laws of the State of New York (the “School District”), the COUNTY OF OSWEGO, a body corporate and politic existing under the laws of the State of New York (the “County”), and the TOWN OF SCRIBA, a body corporate and politic and existing under the laws of the State of New York (the “Town”),

WITNESSETH:

THAT, WHEREAS, the School District, the Town, and the County (together, the “Tax Jurisdictions”) have entered into a payment in lieu of tax agreement (the “PILOT Agreement”) with Exelon FitzPatrick, LLC (the “Company”) dated as of July 1, 2019 regarding the Company’s obligation to make payments in lieu of real property taxes (“PILOT Payments”) to the Tax Jurisdictions for the Company’s James A. FitzPatrick Nuclear Power Plant (the “Facility”) in relation to the Tax Jurisdictions’ fiscal years based on the Town’s 2019 through 2023 assessment rolls; and

WHEREAS, the Facility is identified on the 2019 tentative assessment roll of the Town by the following tax parcels: Tax ID# 095.00-01-14.200; Tax ID# 095.00-01-50; and Tax ID# 095.00-10-01; and

WHEREAS, as a condition to entering into the PILOT Agreement, the Tax Jurisdictions have required that the Guarantor execute and deliver this Guaranty with respect to the Company’s PILOT Payment obligations to the Tax Jurisdictions under the PILOT Agreement; and

WHEREAS, the Guarantor is the direct corporate parent of the Company and desires that the Tax Jurisdictions enter into the PILOT Agreement with the Company to facilitate the settlement of certain real property tax matters and is willing to enter into this Guaranty as an inducement to the Tax Jurisdictions to enter into the PILOT Agreement with the Company;

NOW, THEREFORE, for good and valuable consideration, the Guarantor does hereby, represent, warrant, covenant and agree with the Tax Jurisdictions as follows:

1. Guarantor hereby guarantees the full and prompt payment of all sums due and payable (without acceleration) by the Company under the PILOT Agreement, and the due and punctual performance of all of Company’s other obligations thereunder upon written demand by the Tax Jurisdictions; *provided, however*, that the aggregate amount guaranteed under this Guaranty shall not exceed \$13,800,000 (the “Cap”). Upon payment by the Guarantor to the Tax Jurisdictions of an aggregate amount equal to or exceeding the Cap, the Guarantor shall have no

further obligations or responsibilities hereunder.

2. Guarantor hereby guarantees the due and punctual payment in full of any and all interest or penalties for late payments arising out of default by the Company in making payments under the PILOT Agreement, including but not limited to, reasonable attorneys' fees which the Tax Jurisdictions incur as the result of the enforcement of this Guaranty.

3. The Tax Jurisdictions and the Company may, from time-to-time, waive compliance with the terms of the PILOT Agreement or any default thereunder or modify or supplement any of the provisions of the PILOT Agreement without in any way affecting or terminating any of Guarantor's obligations and liabilities hereunder.

4. Guarantor's obligations hereunder (a) shall be primary; (b) shall not be conditioned upon the Tax Jurisdictions' pursuit of any remedy which they have against the Company or any other person; and (c) shall survive and shall not be diminished, impaired or delayed in connection with (i) any bankruptcy, insolvency, reorganization, liquidation, or similar proceeding relating to Company, its properties or creditors or (ii) any transfer, assignment, or termination of the PILOT Agreement or the Company's interest in the Facility, except as provided herein. In the event Guarantor sells its membership interest(s) in the Company or sells the Facility and assigns the PILOT Agreement to the purchaser of the Facility pursuant to Article VI of the PILOT Agreement, Guarantor shall remain obligated to guarantee payments to the Tax Jurisdictions under the PILOT Agreement; *provided, however*, that if the Tax Jurisdictions (a) receive a replacement guaranty (in the same form as this Guaranty) from an entity having a net worth equal to or greater than the lesser of (i) \$69,000,000 or (ii) the sum of PILOT Payments not yet due and payable under the PILOT Agreement, (b) no payment default under the PILOT Agreement has occurred, and (c) no payment obligations under this Guaranty are outstanding, this Guaranty shall be of no further force and effect.

5. All rights and remedies of Tax Jurisdictions under this Guaranty, the PILOT Agreement, or by law are separate and cumulative and the exercise of one shall not limit or prejudice the exercise of any other such rights or remedies, subject to the Company's right to cure defaults under the PILOT Agreement. Any waivers or consents by Guarantor as set forth in this Guaranty shall not be deemed exclusive of any additional waivers or consents by Guarantor which may exist in law or equity.

6. This Guaranty shall be binding upon the Guarantor, and Guarantor's successors and assigns, and shall inure to the benefit of Tax Jurisdictions and their successors and assigns.

7. Guarantor shall not be required to perform its obligations under this Guaranty unless and until it receives a written demand for payment by the unpaid Tax Jurisdiction(s) to the Guarantor after (but not before) the expiration of one month from the Payment due date under the PILOT Agreement (the "Guaranty Notice") following (a) any default by the Company in a PILOT Payment obligation of the Company under the PILOT Agreement, and (b) the failure of the Company to cure such default within one month after such default. Guarantor will make the required PILOT Payment on behalf of the Company, subject to the Cap, within thirty (30) days after the Guarantor's receipt of the a Guaranty Notice. In the event the Company's PILOT

Payment obligations under the PILOT Agreement are performed by it or on its behalf after the Cure Period (as such term is defined in the PILOT Agreement) but before payment by the Guarantor hereunder, the Guarantor shall be relieved of its obligation to make the required Payment on behalf of the Company.

8. Guarantor represents and warrants to the Tax Jurisdictions that this Guaranty does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Guarantor is bound or to which Guarantor is a party.

9. If any provision of this Guaranty is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Guaranty shall remain in full force and effect.

10. Guarantor agrees that this Guaranty shall be governed by and construed according to the laws of the State of New York. The Guarantor irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of record of the State of New York in Oswego County or the courts of the United States, Northern District of New York, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

11. Any notice required to be sent to the Guarantor shall be in writing and shall be sufficiently given and deemed given when delivered personally, or two (2) days after it is sent by registered or certified mail, postage prepaid, or two (2) days after it is sent by overnight courier, postage prepaid, to the Guarantor at Exelon Generation Company, LLC, c/o Exelon Business Services Company, 10 South Dearborn, 51st Floor, Chicago, Illinois 60603, Attention: Senior Property Tax Manager, with a copy to Exelon Generation Company, LLC, 4300 Winfield Road, Warrenville, Illinois 60555, Attention: Associate General Counsel, or to such other address as may be furnished in writing by the Guarantor to the Tax Jurisdictions.

12. Terms not specifically defined herein shall have the meaning for such term set forth in the PILOT Agreement.

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IN WITNESS WHEREOF, the Guarantor has duly executed this Guaranty as of the day and year first above written.

EXELON GENERATION COMPANY, LLC

By: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On the ____ day of _____, the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to by the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

**PROPOSED
COUNTY OF OSWEGO
LOCAL LAW NUMBER 1 OF 2019**

**A LOCAL LAW GRANTING AN EXEMPTION FROM GENERAL AD VALOREM
TAXATION, SPECIAL AD VALOREM LEVIES, AND SPECIAL ASSESSMENTS
AS PROVIDED FOR UNDER REAL PROPERTY TAX LAW§485 AND §490
REGARDING THE JAMES A. FITZPATRICK FACILITY**

BE IT ENACTED by the County Legislature of the County of Oswego as follows:

SECTION 1. Purpose and Intent.

The County of Oswego, by and through its Legislature, hereby finds and determines that it is in the best interests of the County to enter into a tax agreement with, and to grant a real property tax exemption under law for, the James A. FitzPatrick Nuclear Power Plant at this time. The purpose of this local law is to provide for an exemption from general *ad valorem* taxation, special *ad valorem*, levies and special assessments as provided for under New York State Real Property Tax Law §§485 and 490 regarding the James A. FitzPatrick Nuclear Power Plant owned by Exelon FitzPatrick, LLC, a subsidiary of Exelon Generation Company, LLC, being a nuclear powered electric generating facility and located in the Town of Scriba, County of Oswego and State of New York for the purpose of entering into a tax agreement to become effective July 1, 2019 with such exemption commencing for County tax purposes on January 1st, 2020 at 12:01 a.m. and expiring at 11:59 p.m. on December 31st, 2024.

SECTION 2. Property Affected:

The nuclear powered electric generating facility covered by this local law shall include Tax Parcel ID Numbers: 095.00-10-01.000 (*non-ceiling railroad*); 095.00-01-14.200 (*Nuclear Plant*); 095.00-01-50 (*Wellness Center*) together with any associated equipment, improvements, or land comprising the facility, being and intending to cover the facility for the period of this local law, notwithstanding any subsequent changes in Tax Map ID numbers, if any.

SECTION 3. Tax District:

This local law only covers taxes issued by the County of Oswego, the taxing district.

SECTION 4. Rights Reserved:

Notwithstanding the exemption granted hereunder for the tax roll section of the property as of the March 1st, 2024 taxable status date, the County expressly reserves the right to issue a county real property tax bill for the year 2025 if no other exemption is

subsequently granted by local law or no other agreement is struck regarding the property affected herein.

SECTION 5. Effective Date.

This law shall become effective upon its adoption. The exemption granted hereunder to the nuclear powered electric generating facility, however, shall commence on at January 1st, 2020 at 12:01 a.m. and shall expire at 11:59 p.m. on December 31st, 2024. This local law and the exemptions granted hereunder shall only become effective if and when a tax agreement for payment in lieu of taxes is agreed upon and executed by the County of Oswego. For the purposes of convenience, the County may enter into a joint tax agreement together with other taxing jurisdictions regarding the property affected herein or the county may execute same individually.

SECTION 6. Termination:

This local law, and the exemptions granted hereunder, shall terminate on December 31st, 2024 at 11:59 p.m.

SECTION 7. SEQRA Determination:

This Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(26) of Title 6 of the New York Code of Rules and Regulations in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Oswego County Office of Tourism, Planning & Community Development is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this local law.

SECTION 8. Severability:

If any portion of this local law is found to be invalid by a court of competent jurisdiction, or because of intervening changes in New York State or Federal Law, the rest and remainder thereof shall not be affected thereby and shall remain in full force and effect.

SECTION 9. Filing.

A copy of this local law shall be filed with the New York State Secretary of State, the Clerk of the County of Oswego, the Clerk of the Town of Scriba, the Clerk of the Mexico Academy and Central School District and the NYS Commissioner of Taxation and Finance no later than thirty (30) days after its adoption.

RESOLUTION NO. 124

**RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING
RELATIVE TO A PROPOSED TAX AGREEMENT UNDER REAL PROPERTY
TAX LAW §485 CONCERNING THE JAMES A. FITZPATRICK FACILITY
OWNED BY EXELON FITZPATRICK, LLC**

By Legislator David Holst:

WHEREAS, the County of Oswego has been involved in both tax certiorari litigation and tax negotiations/ mediation with Exelon FitzPatrick, LLC (hereinafter “the Company”); and

WHEREAS, the Company and the County of Oswego have reached a proposed agreement to resolve matters of mutual concern and any pending tax certiorari proceedings now pending; and

WHEREAS, a hearing on the proposed tax agreement is required prior to execution thereof under RPTL §485; and

NOW, THEREFORE, UPON motion of this body, be it

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the annexed proposed tax agreement concerning the James A. FitzPatrick Facility, on the 26th day of June 2019 at 5:30 p.m. at the Oswego County Legislative Chambers, 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 A VOICE VOTE ON JUNE 13, 2019:

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

LEGISLATURE

OSWEGO COUNTY

RESOLUTION NO. 125

**RESOLUTION ADOPTING POLICY REGARDING THE DISPLAY AND
DISPOSAL OF FLAGS**

By Legislator David Holst:

WHEREAS, the County of Oswego currently has no policy regarding the proper display and disposal of the flag of the United States of America, although in practice the County has followed respectful procedures according to United State flag code; and

WHEREAS, tomorrow is National Flag Day, the anniversary of the Flag Resolution of June 14, 1777, in which the Stars and Stripes was adopted, and was first established by a Proclamation of President Woodrow Wilson on May 30th, 1916, and confirmed by President Harry Truman signing an Act of Congress on August 3rd, 1949, designating June 14th of each year as National Flag Day; and

WHEREAS, National Flag Day would be the appropriate day to begin a formal policy respecting the American Flag and other governmental flags; and

WHEREAS, flag of the United States of America faithfully represents all American citizens regardless of race, creed, national origin, gender, sexual orientation, political or religious beliefs, and is recognized world-wide as a banner of freedom and democracy; and

WHEREAS, countless men and women have served, and many have given their lives, under this red, white and blue banner with valor, courage and honor, both in military and civilian service to our nation and its values of equality and liberty; and

WHEREAS, the Government Courts and Consumer Affairs Committee has recommended a policy providing for the respectful display and honorable disposal of the Flag of the United States and other government flags, in accordance with provisions within the United States Code Title 36 - Patriotic Societies and Observances, Chapter 10 - Patriotic Customs, Sec. 176 - Respect for flag; and New York State Executive Laws 403 and 403-a; and

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

RESOLVED, that the Oswego County Legislature, in honor of the flag of the United States of America, the values of liberty, equality, and democracy for which it stands, and in honor of all the citizens, past and present, who have served our nation and communities, hereby adopts the Oswego County Flag Policy, a copy of which is attached hereto and made a part hereof.

ADOPTED BY A VOICE VOTE ON JUNE 13, 2019:

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

OSWEGO COUNTY OPERATING POLICIES, REGULATIONS & PROCEDURES

SUBJECT: Display of the flags of the United States, New York State, Oswego County, and others.

NUMBER: PRP 2019-26

TYPE: Administrative, Legislative

EFFECTIVE: June 14, 2019

HISTORY: This PRP is new.

SCOPE:

All county departments, facilities, and parks.

DEFINITIONS:

“American flag” shall mean the current official flag of the United States of America.

“County flag” shall mean the current official flag of the County of Oswego.

“Facilities and parks” shall mean county-owned properties with a public building, monument, or that is otherwise improved by a structure, excepting transportation structures (road, bridges, etc) and telecommunication and emergency communication towers.

“Flags” shall mean all flags.

“State flag” shall mean the current official flag of the State of New York.

“Other flags” shall mean other ceremonial, regimental, historical, local government or other-nation flags, but not flags representing political parties, political movements or religions.

“POW/MIA flag” shall mean the official National League of Families POW/MIA flag.

POLICY:

It is the policy of the County of Oswego to display the flag of the United States of America according to United States Code Title 36 - Patriotic Societies and Observances, Chapter 10 - Patriotic Customs, Sec. 176 - Respect for flag; and New York State Executive Law 403. The County of Oswego shall display the POW/MIA flag according to New York Executive Law 403-a. The County of Oswego also applies these sections to the display of the State flag and County flag. At the discretion of the Chair of the Oswego County

Legislature, other flags may be displayed *below* the American, State, County and POW/MIA flags at select county facilities and parks deemed appropriate by the Chair.

REGULATIONS & PROCEDURES:

1. American Flag

- a. No disrespect shall be shown to the flag of the United States of America, the State flag, the County flag or the POW/MIA flag. The American flag shall not be dipped to any person or thing. Regimental colors, State flag, County flag and organization or institutional flags are to be dipped as a mark of honor.
- b. Display
 - i. The American flag shall never be displayed with the union down, except as a signal of dire distress in instances of extreme danger to life or property.
 - ii. The American flag shall be displayed only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, the American flag may be displayed illuminated at night upon special occasions when it is desired to produce a patriotic effect. The American flag may be displayed within government offices, upon a staff, and allowed to fall free.
 - iii. The American flag shall be displayed daily, weather permitting, on or near every public facility or park, whenever such institution is open to the public. The flag shall also be displayed, weather permitting, on the following days in each year: the first day of January, known as New Year's day; the third Monday of January, known as Dr. Martin Luther King, Jr. day; the twelfth day of February, known as Lincoln's birthday; the eighteenth day of February, known as Presidents' Day; the twenty-second day of February, known as Washington's birthday; the last Monday in May, known as Memorial day; the fourteenth day of June, known as Flag day; the fourth day of July, known as Independence day; the first Monday in September, known as Labor day; the third Friday in September, known as National POW/MIA Recognition day, except if such date of commemoration cannot be observed due to a religious holiday, such observances shall then be conducted on the second Friday in September; September eleventh, known as September 11th Remembrance Day; the second Monday in October, known as Columbus day; the eleventh day of November, known as Veterans day; the fourth Thursday in November, known as Thanksgiving day; the seventh day of December, known as Pearl Harbor day; and the twenty-fifth day of December, known as Christmas day, and if any of such days except Flag day is Sunday, the next day thereafter; each general election day, in or near every polling place on election days; and each day appointed by the President of the

United States or by the Governor of New York as a day of general thanksgiving or for displaying the flag.

- iv. The flag of the United Nations or any other flag shall be displayed equal, above, or in a position of superior prominence or honor to, or in place of, the flag of the United States.
- v. When a number of flags of states or localities or pennants of societies are grouped and displayed from staffs, the flag of the United States of America shall be at the center and at the highest point of the group.
- vi. When flags of states, cities, or localities, or pennants of societies are flown on the same halyard with the flag of the United States, the latter shall always be at the peak. When the flags are flown from adjacent staffs, the flag of the United States shall be hoisted first and lowered last. No such flag or pennant shall be placed above the flag of the United States.
- vii. When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag shall be placed at the peak of the staff unless the flag is at half-staff.
- viii. When the American flag is displayed otherwise than by being flown from a staff, it shall be displayed flat, whether indoors or out, or so suspended that its folds fall as free as though the flag were staffed.
- ix. When the American flag is displayed over the middle of the street, it shall be suspended vertically with the union to the north in an east and west street or to the east in a north and south street.
- x. The American flag, when flown at half-staff, shall be first hoisted to the peak for an instant and then lowered to the half-staff position. The flag shall be again raised to the peak before it is lowered for the day. By "half-staff" is meant lowering the flag to one-half the distance between the top and bottom of the staff. Crepe streamers shall not be affixed to spear heads or flagstaffs except by order of the President of the United States or the Governor of New York.
- xi. The American flag shall be flown at full staff at all times except it shall be flown at half-staff on the eleventh of September, known as September 11th Remembrance Day, the seventh day of December, known as Pearl Harbor Day, and to commemorate the death of a personage of national or state standing or of a local serviceman, official or public servant who, in the opinion of the local agency concerned, contributed significantly to the community. It may also be

flown at half-staff during special periods of mourning designated by the President of the United States or the Governor of New York.

- xii. The American flag shall never be used as wearing apparel, bedding, or drapery. It shall never be festooned, drawn back, nor up, in folds, but always allowed to fall free. Bunting of blue, white, and red, always arranged with the blue above, the white in the middle, and the red below, shall be used for covering a speaker's desk, draping the front of the platform, and for decoration in general.
- xiii. The American flag shall never be used as a covering for a ceiling.
- xiv. The American flag shall never have placed upon it, nor on any part of it, nor attached to it any mark, insignia, letter, word, figure, design, picture, or drawing of any nature.
- xv. The American flag shall never be used for advertising purposes in any manner whatsoever. It shall not be embroidered on such articles as cushions or handkerchiefs and the like, printed or otherwise impressed on paper napkins or boxes or anything that is designed for temporary use and discard. Advertising signs shall not be fastened to a staff or halyard from which the flag is flown.
- xvi. No part of the American flag shall ever be used as a costume or athletic uniform. However, a flag patch may be affixed to the uniform of military personnel, firemen, policemen, and members of patriotic organizations. The flag represents a living country and is itself considered a living thing. Therefore, the lapel flag pin being a replica, shall be worn on the left lapel near the heart.

c. Disposal

- i. County-owned American flags, when they are in such condition that it is no longer a fitting emblem for display will be destroyed in a dignified way according to (iii) below.
- ii. Oswego County will provide identified receptacles for citizens to dispose of worn or damaged American flags at no charge at the Legislative Office Building and solid waste transfer stations.
- iii. Oswego County will annually turn over all American flags for disposal to the Boy Scouts of America, Girl Scouts of America, Fort Ontario, or other civic organization which conducts dignified flag destruction and burning ceremonies.

2. POW/MIA Flag

- a. Oswego County shall display the official National League of Families POW/MIA flag, as designated by 36 U.S.C. 902 at the Legislative Office Building and the building housing the County's Veterans Service Agency on the following days: Armed Forces Day, the third Saturday in May; Memorial Day, the last Monday in May; Flag Day, the fourteenth day in June; Independence Day, July 4; National POW/MIA Recognition Day, the third Friday in September except if such date of commemoration cannot be observed due to a religious holiday, such observances shall then be conducted on the second Friday in September and Veterans Day, November 11.

3. All Flags (including the American flag)

- a. Flags shall never be carried flat or horizontally, but always aloft and free.
- b. Flags shall never touch anything beneath them, such as the ground, the floor, water, or merchandise.
- c. Flags shall never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.
- d. Flags shall never be used as a receptacle for receiving, holding, carrying, or delivering anything.
- e. Flags shall be hoisted briskly and lowered ceremoniously.
- f. The County shall not display flags representing political parties, political movements or religions.
- g. County departments are directed to only purchase American Made flags

REFERENCES:

- United States Code Title 36 - Patriotic Societies and Observances, Chapter 10 - Patriotic Customs, Sec. 176 - Respect for flag;
- New York State Executive Law 403; and
- New York State Executive Law 403-a.

ISSUED:

James Weatherup
Legislature Chairman

Philip R. Church
County Administrator