

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
JULY 11, 2019**

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RESOLUTION NO. 132

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION COUNTY
ATTORNEY - UNALLOCATED INSURANCE**

By Legislator David Holst:

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

RESOLVED, that the County Treasurer be, and he 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 JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A159900
A1910.545600**

Res. 132 of 2019

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

RESOLUTION NO. 133

**RESOLUTION ESTABLISHING THE 2019 COUNTY EQUALIZATION RATES FOR
TOWNS AND CITIES WITHIN OSWEGO COUNTY**

By Legislator David Holst:

WHEREAS, on June 26th of 2019 the State of New York Department of Taxation and Finance, Office of Real Property Tax Services established the county equalization rates for the several cities and towns in the County listed below.

NOW, on recommendation of the Government, Courts & Consumer Affairs Committee and approval of the Finance & Personnel Committees of this body; be it

RESOLVED, that the several tax districts of the County of Oswego are hereby ascertained to be assessing the real property and improvements thereon in such several tax districts, upon the following equalization rates:

OSWEGO COUNTY LEGISLATURE

County of Oswego	93.91
City of Fulton	97.00
City of Oswego	100.00
Town of Albion	90.00
Town of Amboy	100.00
Town of Boylston	97.00
Town of Constantia	95.00
Town of Granby	100.00
Town of Hannibal	90.00
Town of Hastings	91.00
Town of Mexico	92.00
Town of Minetto	97.00
Town of New Haven	100.00
Town of Orwell	100.00
Town of Oswego	96.00
Town of Palermo	97.00
Town of Parish	100.00
Town of Redfield	100.00
Town of Richland	85.00
Town of Sandy Creek	91.00
Town of Schroepfel	75.00
Town of Scriba	93.30
Town of Volney	97.00
Town of West Monroe	100.00
Town of Williamstown	100.00

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

RESOLUTION NO. 134

**A RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING
RELATIVE TO PROPOSED COUNTY OF OSWEGO LOCAL LAW NO. 2 OF THE
YEAR 2019, ENTITLED, "A LOCAL LAW INCREASING THE TERM OF OFFICE
FOR COUNTY LEGISLATORS FROM A TWO-YEAR TERM OF OFFICE TO A
FOUR-YEAR TERM OF OFFICE"**

By Legislator David Holst:

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

RESOLVED, that the Oswego County Legislature shall hold a Public Hearing on the
proposed County of Oswego Local Law Number 2 of 2019, entitled "A LOCAL LAW
INCREASING THE TERM OF OFFICE FOR COUNTY LEGISLATORS FROM A TWO-
YEAR TERM OF OFFICE TO A FOUR-YEAR TERM OF OFFICE" on the 25th day of
July, 2019, at 7:00 o'clock, in the evening 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 Oswego County Legislature cause notice of such
Public Hearing to be published in the Official Newspapers of the County and post the same
as required by law.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

YES: 19 NO: 5 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

**PROPOSED
LOCAL LAW NUMBER 2 OF 2019
A LOCAL LAW INCREASING THE TERM OF OFFICE
FOR COUNTY LEGISLATORS FROM A TWO-YEAR TERM OF OFFICE
TO A FOUR-YEAR TERM OF OFFICE**

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

Section 1. Legislative Intent: It is the intent of the Legislature of the County of Oswego to increase efficiency and professionalism of county government. This body finds that amending the term of office of county legislators from a 2-year term to a 4-year term of office will allow the term of office of county legislators to be commensurate with other county elected officials and will reduce county costs incurred by conducting biennial elections and primaries for all legislative districts. Further, with recent amendments to Election Law, a two year term results in a prolonged election season every other year running from February to November.

Section 2. Statutory Authority: This local law is adopted pursuant to Section 10(1)[ii](a)[1] and Section 23(2)[e] of the Municipal Home Rule Law.

Section 3. Term of Office for County Legislators: Commencing at the General Election in November of 2019, all 25 county legislators shall be elected to a four (4) year term of office. County legislators elected at the 2019 General Election and assuming office on January 1, 2020 shall have a four (4) year term of office starting January 1st, 2020 and for those elected to subsequent four (4) year terms of office thereafter.

Section 4. Effective Date: This local law is adopted subject to a mandatory referendum and shall be submitted for the approval of the qualified electors of the County of Oswego at the General Election to be held November 5th, 2019. This local law and a four (4) year term of office for all county legislators shall not take effect unless a ballot proposition in the following form is first approved as part of the ballot at the 2019 General Election:

Shall Oswego County Local Law Number 2 of the year 2019, entitled a "A Local Law Increasing the Term of Office for County Legislators from a Two (2) Year Term of Office to a Four (4) Year Term of Office" be approved?"

If this local law is approved by the affirmative vote of the majority of qualified electors of the County of Oswego voting thereon at the 2019 General Election, this Local Law shall become and be effective immediately.

Section 5. 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 6: Severability. The invalidity of any clause, sentence, paragraph or provision of this Local Law shall not invalidate any other clause, sentence, paragraph or part thereof.

Section 7: Effective date. This Local Law shall be subject to mandatory referendum at the 2019 General Election and, if approved, shall take effect immediately.

Section 8: Filing. Should this law be approved by the affirmative vote of the majority of qualified electors of the County of Oswego voting thereon at the 2019 General Election, the Clerk of the Legislature shall forthwith file this local law with the Secretary of State.

RESOLUTION NO. 135

**A RESOLUTION CALLING FOR THE REPEAL THE INTERNATIONAL JOINT
COMMISSION'S (IJC) PLAN 2014**

By Legislator David Holst:

WHEREAS, Oswego County, New York, and its residents, are directly and permanently impacted by the decisions of the IJC and Plan 2014; and

WHEREAS, Oswego County, its business owners', residents', and waterfront properties have suffered severe damages due to flooding caused by IJC Plan 2014; and

WHEREAS, Plan 2014 does not provide compensation or mitigation for damages caused by changes in water levels, contrary to the Boundary Waters Treaty of 1909 which specifically provides for compensation to property owners; and

WHEREAS, Plan 2014 imposes immeasurable hardship on our Oswego County towns and villages during times of both high and low water by creating great economic hardship, flooding our homes, destroying our infrastructure, eroding our lakeshore properties and compromising public health and public safety; and

WHEREAS, Plan 2014 forces unreasonable and unacceptable changes to Lake Ontario's traditional water levels expecting to satisfy environmental concerns; however, it has become clear that the effect of extreme flooding has resulted in devastation to the natural habitat of fish and wildlife that has been well established for generations; and

WHEREAS, State and Federal funds have been substantially depleted in order to address the catastrophic damage caused by the flooding resulting from IJC Plan 2014, to be compounded with Governor Cuomo committing an additional 300 million dollars of taxpayers money to "harden the shoreline" against anticipated future flooding; and

WHEREAS, in the 53 years leading up to the year 2017, since the implementation of Plan 1958-DD in 1964, flooding has occurred only twice; in the years 1973 and 1993. Since the commencement of IJC Plan 2014 in the year 2017, devastating flooding has occurred in two of the three years of the Plan's existence; and

WHEREAS, the IJC's Plan 2014 to regulate the water levels of Lake Ontario and the St. Lawrence River has failed to accomplish its mission to "continue to protect against extreme high and low water levels"; now, therefore, be it

RESOLVED, that the County of Oswego calls on the IJC to repeal Plan 2014 and requests the IJC reinstate Plan 1958-DD and brings an immediate stop to the unnecessary, catastrophic flooding of Lake Ontario.

RESOLVED, that the Clerk of the Legislature provide a certified copy of this Resolution to President Donald J. Trump, Governor Andrew Cuomo, Senator Charles Schumer, Senator Kirsten Gillibrand, Congressman John Katko, Congressman Anthony Brindisi, Congresswoman Elise Stefanik, State Senator Patty Ritchie, Assemblyman Will Barclay, Assemblyman Brian Manktelow, the New York State Association of Counties, the International Joint Commission, the Lake Ontario-St. Lawrence River Board and all others deemed necessary and proper

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

RESOLUTION NO. 136

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
E-911 – OVERTIME PAYMENTS**

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 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 JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 136 of 2019

A3020.511000	(\$32,200)
A3020.512000	\$22,000
A3020.544500	\$10,200

RESOLUTION NO. 137

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE LEGISLATURE TO
ENTER INTO A RETAINER AGREEMENT WITH NAPOLI SHKOLNIK, PLLC
ON BEHALF OF THE COUNTY OF OSWEGO REGARDING POSSIBLE
LITIGATION AGAINST TELECOMMUNICATIONS COMPANIES AND THE
COLLECTION AND PAYMENT OF E-911 SURCHARGES**

By Legislator Terry Wilbur:

WHEREAS, Oswego County owns and operates an Enhanced 911 System (E-911) as PSAP for the county; and

WHEREAS, under New York State County Law, telecommunications companies are required to collect a 911 surcharge from their customers and to remit such funds collected to the appropriate county and provide an accounting to the county under County Law section 305(4); and

WHEREAS, NYSAC has reported that some counties may not have received the amount due from the telecommunications companies either due to their failure to collect the surcharge and/or their failure to remit such 911 surcharges to the counties; and

WHEREAS, Napoli Shkonik, PLLC currently represents several municipalities across New York State and other states regarding collection and remittance of E-911 surcharges by various telecommunications companies and said law firm has suitable expertise and experience regarding an investigation into Oswego County's E-911 collections and determination of the feasibility of litigation regarding said E-911 surcharges;

NOW, upon recommendation of the Public Safety Committee of this body and the County Attorney, it is hereby,

RESOLVED, that the County of Oswego be and is hereby authorized to retain Napoli Shkolnik, PLLC to investigate and determine the feasibility of bringing litigation against one or several telecommunication companies such as Verizon New York, Inc., AT&T Corp, Time Warner Information Services (NY) LLC, Frontier Communications of New York and/or other companies for their failure to collect or remit E-911 surcharges to the County of Oswego; and be it further

RESOLVED, that said retainer shall be on a contingency fee basis, with all costs to be paid by Napoli Shkonik unless recovery is made on the County of Oswego's behalf via settlement or litigation and, if there is a recovery, said contingency fee to be no greater than 25% of the amount recovered; and be it further

RESOLVED, that the Chair of the Legislature be and is hereby authorized to negotiate and execute a contingent fee retainer agreement with Napoli Shkolnik, PLLC, subject to approval by the County Attorney and said agreement to contain such other terms and conditions as are in the best interests of the County of Oswego; and, it is further

RESOLVED, that if it is determined that the County of Oswego is owed E-911 surcharges from one or more telecommunications companies, litigation may be commenced by the county without further resolution of this body subject to the terms of the retainer agreement.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 138

RESOLUTION ACCEPTING AN FAA GRANT AND ESTABLISHING CAPITAL PROJECT #107 TO REHABILITATE AN AIRCRAFT APRON (CONSTRUCTION PHASE) AT THE OSWEGO COUNTY AIRPORT

By Legislator Stephen Walpole:

WHEREAS, Oswego County has received a grant offer for the Rehabilitation of an Aircraft Apron (construction phase) at the Oswego County Airport, Fulton, NY and

WHEREAS, the total cost is estimated at \$1,284,200, with a Federal share of 90% (\$1,155,780), a State share of 5% (\$64,210), and a Local share of 5% (\$64,210), and

WHEREAS, the local share of \$64,210 can be funded from 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 #107 – Rehabilitation of an Aircraft Apron (construction phase), and said project is hereby authorized for a maximum expenditure of \$1,284,200 and be it further

RESOLVED, that the Oswego County Legislature authorizes the Chairman of the Legislature to enter into an agreement with FAA 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 JULY 11, 2019:

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

Authorized Budget Modification

Res. 138 of 2019

H529000.107

\$1,284,200

H445920.107

(\$1,155,780)

H435910.107

(\$64,210)

H450310.107

(\$64,210)

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 139

**RESOLUTION AUTHORIZING APPLICATIONS FOR FUNDING AND
INTERMUNICIPAL AGREEMENTS TO SUPPORT THE ENHANCEMENT AND
FURTHER DEVELOPMENT OF THE LEGENDS FIELD COMPLEX**

By Legislator Stahl,

WHEREAS, The City and County of Oswego in concert with Champions Events LLC have recognized that there are significant opportunities for growth at the Legends Field Sports Complex; and

WHEREAS, this body desires to take appropriate measures to assist with the enhancement of this outdoor recreation asset in an effort to improve safety at the site while creating an environment that will lead to a significant increase in visitors to the area; and

WHEREAS, the facility is owned by the County and leased to the City of Oswego who in turn has contracted with Champions Events LLC for the operation of the facility; and

WHEREAS, Champions Events LLC is highly regarded in the tournament management industry and proposes to grow the Legends Field complex into one of the premier softball/baseball/soccer tournament sites in the Northeast; and

WHEREAS, it may become necessary to enter into intermunicipal public/private agreements for the funding, construction, operation and maintenance of these enhancements as these efforts move forward; now therefore be it

RESOLVED, the Chairman is authorized to execute any and all documents that may be necessary for applications for funding these efforts; and be it further

RESOLVED, the Chairman is also authorized to enter into intermunicipal public/private agreements for the completion of these enhancements when they become necessary and once said agreements are approved by this body.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

YES: 19 NO: 5 ABSENT: 1 ABSTAIN: 0

RESOLUTION NO. 140

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
OSWEGO COUNTY AND THE OSWEGO COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By Legislator Tim Stahl:

WHEREAS, this body, in concert with the Oswego County Industrial Development Agency has recently completed a plan for driving new jobs and growth in the County of Oswego; and

WHEREAS, this effort also involved an extensive review and analysis of our assets, opportunities and challenges with input from a wide variety of stakeholders both public and private throughout the County and beyond; and

WHEREAS, one of the findings in this report was the challenges we face resulting from insufficient wastewater treatment capacity in some parts of the County; and

WHEREAS, there is a mutual desire to discover opportunities to resolve this issue; and

WHEREAS, the Oswego County Industrial Development Agency has proposed an agreement to jointly study the opportunities to address deficiencies in two separate conveyance systems in the Fulton/Volney/Schroppel area at the cost of \$51,750; and

WHEREAS, there are funds (\$25,875) in the Oswego County 2019 budget for this type of activity; then therefore be it and it is hereby

RESOLVED, that in the interest of creating an environment that will enable future growth and development in the County and region, this body authorizes the Chairman of the Legislature to enter into an agreement with the Oswego County Industrial Development Agency for the completion of these studies.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

YES: 20 NO: 4 ABSENT: 1 ABSTAIN: 0

RESOLUTION NO. 141

**RESOLUTION TO ENGAGE CONSULTANTS FOR DESIGN, ENGINEERING
AND CONSTRUCTION MANAGEMENT SERVICES FOR OSWEGO RIVER
ACCESS PROJECT**

By Legislator Tim Stahl:

WHEREAS, Car-Top boating activities have been on the rise over the last several years as evidenced by the success our annual "Paddlefest"; and

WHEREAS, there is no public access to the section of the Oswego River between Lock 6 in Oswego and Lock 5 in Minetto without traversing a Lock which can be intimidating in a canoe or kayak; and

WHEREAS, Oswego County has applied to NYS for funds to create a handicap accessible trail from NYS Rt. 481 to the Oswego River in this section and been approved for \$103,500 in order to do so; and

WHEREAS, the local match (\$103,500) required to secure this funding will be provided for the most part through in-kind participation by the Planning office and the County Highway department; and

WHEREAS, the firm GYMO has been selected as the preferred provider for design, engineering and construction management services through the RFP process.

NOW, on the recommendation of the committee on Economic Development Planning be it and it is hereby

RESOLVED, RFP #19-CD-001 shall be awarded to GYMO Architecture, Engineering and Land Surveying, DPC of Watertown and Syracuse NY for the amount of \$85,415.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

YES: 20 NO: 4 ABSENT: 1 ABSTAIN: 0

RESOLUTION NO. 142

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP CD-002 MEDIA MONITORING SOLUTIONS**

By Legislator Tim Stahl:

WHEREAS, the County issued a request for proposal for a vendor to provide Media Monitoring Services; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Onondaga County Division of Purchase solicited Requests for Proposals (RFP CD-002 Media Monitoring) from multiple qualified vendors for media monitoring services; and

WHEREAS, the Department of Community Development, Tourism and Planning and Onondaga County Division of Purchase have reviewed the proposals received and determined the proposals from Meltwater USA Inc. meets the County's needs;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Economic Development and Planning Committee that the County of Oswego awards the professional services contract for providing media monitoring services to Meltwater USA Inc. of 1375 Broadway 24th fl New York , NY 10018, at a cost not to exceed \$7,700.00; and be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to effect the procurement of services.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

YES: 19 NO: 5 ABSENT: 1 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 143

**RESOLUTION EXPRESSING SUPPORT TO THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION FOR THE DESIGNATION OF THE "LAKE
ONTARIO NATIONAL MARINE SANCTUARY," DOCKET NUMBER NOAA-
NOS-2019-0032**

By Legislator Tim Stahl:

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA) Office of National Marine Sanctuaries serves as the trustee for a network of underwater parks encompassing more than 600,000 square miles of marine and Great Lakes waters from Washington state to the Florida Keys, and from Lake Huron to American Samoa, including a network of 13 National Marine Sanctuaries and two Marine National Monuments; and

WHEREAS, recognizing the significant and beneficial economic, educational, research, and recreational impact a National Marine Sanctuary designation based on historic shipwrecks would mean for local communities, in 2015 the Chairman of the Legislature and the Mayor of Oswego established a regional task force comprised of elected and appointed leaders of the counties of Oswego, Jefferson, Cayuga and Wayne, the City of Oswego and the State of New York to coordinate a nomination of the southeastern quadrant of Lake Ontario; and

WHEREAS, the nomination was submitted to, and accepted by, NOAA in 2017; and

WHEREAS, NOAA determined in 2019 the unique maritime historic and cultural resources of the region justified moving the nomination into the designation process; and

WHEREAS, the designation process began with four public scoping meetings at which overwhelming support was voiced by local communities, and by an open public comment period, ending July 31, 2019, from which NOAA uses public input to help craft a draft management plan; and

WHEREAS, it is fitting that, as one of the five founding communities of the nomination, the Oswego County Legislature should submit its comment to NOAA regarding designation; and

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

WHEREAS, Oswego County supports the goals established in the nomination:

1. To preserve and protect the region's and the nation's legacy of maritime heritage resources and artifacts, both submerged and onshore, within the boundaries of the proposed National Maritime Sanctuary corridor.
2. To expand and enrich regional research and educational programs and opportunities for all levels of educational pursuit, from primary school science and history education to post graduate study in marine technology and maritime cultural heritage sciences, including NOAA's National Sea Grant College Program, ensuring increased knowledge and the development of future leaders and experts in the many fields related to Great Lakes maritime heritage and research.
3. To build and strengthen partnerships and collaborations between federal, state, local, and international agencies for implementing best practices in maritime heritage resource management.
4. To pursue and develop strengthened partnerships and co-programming in the areas of tourism, education, and heritage preservation with regional heritage resource collections such as the Erie Canalway National Heritage Corridor, the Canadian Ontario Ministry of Tourism, Culture, and Sport, and NOAA's network of other National Marine Sanctuaries.
5. To support, strengthen, and grow the economic and tourism goals of the counties of Jefferson, Oswego, Cayuga and Wayne, along with the City of Oswego and New York State; to develop conservation and management strategies for submerged cultural resources that are concurrent with commercial and recreational uses of the waterway; and by providing additional resources to, and creating greater partnerships with, local and regional heritage tourism initiatives through building upon heritage tourism and recreational opportunities within and linked to the sanctuary.

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

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

RESOLVED, that the Oswego County Legislature recognizes the existing economic benefits that are provided through the continued use of this area as a significant recreational fishery, and recognizes that commercial shipping is important to the economic vitality of the Great Lakes region and the nation, and therefore encourages NOAA to craft a draft management plan that reflects the goals of the nomination and defines the scope of the proposed National Marine Sanctuary as pertaining to submerged cultural resources, so that recreational fishing and boating and diving, commercial shipping, harbor activities, and riparian interests can continue unimpeded, and where possible, be enhanced; and be it further

RESOLVED, that the Oswego County Legislature encourages NOAA to establish a local Advisory Council, comprised of regional stakeholders, to assist NOAA in sanctuary management, as have been created in other National Marine Sanctuaries; and be it

RESOLVED, that a certified copy of this Resolution, shall be submitted to Ellen Brody of the NOAA Office of National Marine Sanctuaries, and to Federal Docket Number NOAA-NOS-2019-0032, as declaration of this body's support for this designation; and be it further

RESOLVED, that the Clerk of the Legislature provide a certified copy of this Resolution to Governor Andrew Cuomo, Senator Charles Schumer, Senator Kirsten Gillibrand, Congressman John Katko, Congressman Anthony Brindisi, Congresswoman Elise Stefanik, State Senator Patty Ritchie, Assemblyman Will Barclay, and Assemblyman Brian Manktelow.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 144

**RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE A LEASE
AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC.
CONCERNING HEALTH DEPARTMENT VEHICLES**

By Legislator Morris Sorbello:

WHEREAS, the Health Department fleet is used for various purposes including hospice, public health nursing, environmental and rabies programs; and

WHEREAS, the department has explored the possibility of leasing vehicles as compared to the county purchasing vehicles for Health Department purposes; and

WHEREAS, Enterprise Fleet Management, Inc. (Enterprise) has been awarded a public lease contract by Erie2BOCES which the county may piggy-back off of regarding the lease of vehicles, said contract to expire in 2020, subject to a new award; and

WHEREAS, the department has examined its needs and reimbursement streams and is willing to lease vehicles on a trial basis,

NOW, upon the recommendation of the Health Committee of this body, it is hereby,

RESOLVED, that the Chair of the Legislature be and is hereby authorized to execute the annexed Master Equity Lease Agreement and Amendment with Enterprise.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE


FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) If Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability Insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing Indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) If Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) If Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) If Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) If any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____


FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of June, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Oswego, NY ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle..

Section 11(a)(II) of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$5,000 per occurrence - Collision and \$5,000 per occurrence - Comprehensive).

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. ~~This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York (determined without reference to conflict of law principles).~~

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

County of Oswego, NY (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

RESOLUTION NO. 145

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONSIGNMENT
AGREEMENT WITH ENTERPRISE CONCERNING HEALTH DEPARTMENT
FLEET VEHICLES TO BE REPLACED BY LEASED VEHICLES**

By Legislator Morris Sorbello:

WHEREAS, the Health Department has been authorized to lease vehicles from Enterprise Fleet Management; and

WHEREAS, Enterprise has offered to sell the county-owned vehicles replaced with leased vehicles on certain terms; and

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chair of the Legislature be and is hereby authorized to execute the annexed consignment agreement with Enterprise Fleet Management, Inc. for the express purpose of disposing of county-owned Health Department vehicles replaced by Enterprise vehicles; and, it is further

RESOLVED, that this resolution shall also constitute his authority to sign any DMV titles necessary to effectuate same.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

CONSIGNMENT AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri corporation (hereinafter referred to as "Enterprise") and County of Oswego, NY (hereinafter referred to as "CUSTOMER") on this ____ day of June, 2019 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ _____ ("Service Fee") plus towing at prevailing rates. If a vehicle is inoperable and needs to be towed the pricing will vary depending on distance and condition of the vehicle. Enterprise shall only have vehicles towed when the Vehicle is reasonably deemed unsafe or incapable of being driven, or, upon written agreement with CUSTOMER.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise may not sell any such Vehicle for less than the Minimum Bid or BTBA without CUSTOMER'S prior written approval.
6. Time for Payment:
 - (a) No later than two (2) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any necessary seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any actual expenses incurred by Enterprise while selling Vehicle.

- (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

RESOLUTION NO. 146

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
HEALTH DEPARTMENT-AUTOMOTIVE RENTAL**

By Legislator Morris Sorbello:

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 JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 146 of 2019

A4035.544300	\$4,000
A4059.544300	\$800
A4090.544300	\$4,855
A4189.544300	\$2,400
A4035.434010	(\$1,520)
A4090.523000	(\$10,535)

RESOLUTION NO. 147

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
OFFICE FOR THE AGING – UNMET NEEDS GRANT FUNDING**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 147 of 2019

A6772.437720	(\$114,108)
A6772.543700	\$2,500
A6772.544400	\$3,500
A6772.543800	\$90,000
	\$18,108

RESOLUTION NO. 148

**RESOLUTION AUTHORIZING SUBMISSION OF A NEW YORK STATE
CONSOLIDATED FUNDING APPLICATION FOR CAMP HOLLIS LODGE**

By Legislator Roy Reehil:

WHEREAS, in 2017 the Camp Hollis Task Force studied the infrastructure of the camp buildings and the physical layout at Camp Hollis; and

WHEREAS, the Camp Hollis Task Force studied the various uses of Camp Hollis; and

WHEREAS, the Camp Hollis Task Force made several recommendations for property preservation and long-range plans for building use; and

WHEREAS, renovations to the Camp Hollis Lodge including winterization would allow a true extension of the rental season; and

WHEREAS, the Camp Hollis Task Force recommended updates including winterization of the Camp Hollis Lodge; and

WHEREAS, there is funding available from the New York State Office of Parks and Historic Preservation via the Consolidated Funding Application,

NOW, THEREFORE, BE IT RESOLVED, upon recommendation of the Health and Human Services Committee of this body, that the Chairman of the Oswego County Legislature is hereby authorized and directed to file an application for funds from the New York State Office of Parks and Historic Preservation via the Consolidated Funding Application not to exceed the amount of \$235,000; and be it further

RESOLVED, by the body that the Oswego County Legislature hereby does approve and endorse the application and commits the required funding not to exceed the amount of \$78,500 to match the request, if approved; and be it further

RESOLVED, upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to Oswego County for construction to winterize the lodge at Camp Hollis and, if appropriate, a conservation easement/preservation covenant to the deed of the assisted property.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

LEGISLATURE

COUNTY

OSWEGO

RESOLUTION NO. 149

**RESOLUTION AUTHORIZING THE CREATION OF ONE POSITION AND
DELETION OF TWO POSITIONS IN THE DEPARTMENT OF SOCIAL
SERVICES**

By Legislator Roy Reehil:

WHEREAS, in order to better reflect the duties and responsibilities required of the personnel who assist the Director of Fiscal Management / DSS in maintaining an extremely high level of technical support service within the Department; and

WHEREAS, the position has been reviewed by the Director of Human Resources with a recommendation to create the position of Senior Accountant to effectively provide the appropriate level of professional-level support to the Financial Unit; and

WHEREAS, one full-time and one part-time Account Clerk positions (#629200102, #601000102) will be deleted.

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

RESOLVED, that positions #629200102 and #601000102 Account Clerk, Grade 4 in CSEA be deleted and Senior Accountant, Grade 13, in the same CSEA Unit 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 JULY 11, 2019:

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

Authorized Budget Modification

Res. 149 of 2019

A6010.511000	\$48,014
A6010.590308	\$3,673
A6010.436090	(\$12,922)
A6010.446100	(\$25,844)
A6010.511000	(\$14,955)
A6010.511000	(\$30,017)
A6010.590308	(3,440)
A6010.436090	\$11,243
A6010.590308	\$22,486

RESOLUTION NO. 150

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION
IN THE DEPARTMENT OF SOCIAL SERVICES**

By Legislator Roy Reehil:

WHEREAS, due to the increased complexity in duties performed by staff in the Financial Management Department at DSS by one Senior Account Clerk; and

WHEREAS, Position #601020303 is currently classified as a Senior Account Clerk; and

WHEREAS, the department has identified and experienced an increased demand of responsibility dealing with assigning complex tasks; and

WHEREAS, the position has been reviewed by the Director of Human Resources with a recommendation to reclassify the position to the title of Principal Account Clerk to incorporate additional duties and responsibilities assigned to the position.

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

RESOLVED, that position #601020303, Senior Account Clerk be reclassified to Principal Account Clerk, Grade 9, 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 JULY 11, 2019:

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

Authorized Budget Modification

Res. 150 of 2019

A6010.511000	\$36,982
A6010.590308	\$2,829
A6010.436090	(\$9,953)
A6010.446100	(\$19,905)
A6010.511000	(\$31,340)
A6010.590308	(\$2,398)
A6010.436090	\$8,435
A6010.446100	\$16,869

RESOLUTION NO. 151

**RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO ACCEPT THE
DONATION OF A GAGA PIT FROM GIRL SCOUT TROOP 10248**

By Legislator Roy Reehil:

WHEREAS, Girl Scout Troop 10248 would like to donate an 8 sided (octagon) Gaga Pit to Camp Hollis to compliment the expansion of camp programming.

NOW, Upon recommendation of the Human Services Committee and with the approval of the Finance & Personnel Committee, be it

RESOLVED, that the County accept the donation of a Gaga Pit from Girl Scout Troop 10248 for Camp Hollis.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 152

**RESOLUTION AUTHORIZING THE COUNTY OF OSWEGO TO ACCEPT THE
DONATION OF A PLAQUE/MONUMENT FROM FRIENDS OF OSWEGO
COUNTY HOSPICE**

By Legislator Roy Reehil:

WHEREAS, this year will mark 20 years of Camp Rainbow of Hope.

WHEREAS Oswego County Hospice would like to donate a 12 x 24 piece of granite with a plaque on it to place at Camp Hollis to commemorate this milestone.

NOW, Upon recommendation of the Human Services Committee and with the approval of the Finance & Personnel Committee; be it

RESOLVED, that the County accept the donation of the plaque/monument from Friends of Oswego County Hospice.

ADOPTED BY A VOICE VOTE ON JULY 11, 2019:

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

LEGISLATURE
COUNTY
OSWEGO