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AUGUST 15, 2019**

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RESOLUTION NO. 154

**RESOLUTION AUTHORIZING RENEWAL OF LEASE FOR BOARD OF
ELECTIONS ON CERTAIN TERMS WITH OPERATION OSWEGO COUNTY,
INC. - 185 EAST SENECA STREET**

By Legislator David Holst:

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

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

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

WHEREAS, a resolution is both necessary and desirable,

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

RESOLVED, that the Chair of the Legislature be and is hereby authorized to execute the annexed lease running through December 31, 2020 with Operation Oswego County, Inc.

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

YES: 18 NO: 3 ABSENT: 4 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

L. Michael Treadwell, CECd
Executive Director



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

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

Operation Oswego County

An Economic and Job Development Corporation Serving Oswego County, NY

OSWEGO COUNTY BUSINESS EXPANSION CENTER LEASE AGREEMENT

This sets forth a Lease Agreement effective the 1st day of January, 2019 between **OPERATION OSWEGO COUNTY, INC. (OOC)** of 44 West Bridge Street, Oswego, New York 13126 (the "Landlord") and **COUNTY OF OSWEGO** of 46 East Bridge Street, Oswego, New York 13126 (the "Tenant").

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

1. LEASED PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 10,750+/- square feet of the building (see Exhibit A) known as the Oswego County Business Expansion Center (BEC) (the "Building"), located at 185 East Seneca Street, Oswego, New York 13126. Tenant also has the right to use, in common with others, the common areas of the Building, upon the terms and conditions of this Lease.

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

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

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

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

3. LEASE TERM. The term of the lease shall be **2 years**. The tenancy shall commence on **January 1, 2019** and end on **December 31, 2020** unless sooner terminated pursuant to the provisions of the Lease.

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

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

4. RENT. Commencing on **January 1, 2019**, rent will be at the rate of **\$31,900 annually**. Tenant agrees to pay Landlord the said rent in a quarterly installment of **\$7,975.00** starting on March 31, 2019.

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

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

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

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

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

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

Landlord shall, at its expense, make all structural repairs and replacements necessary to keep the exterior of the Premises in good order and repair. Tenant agrees to notify Landlord of the necessity for any repairs of which Tenant may have knowledge, for which Landlord may be responsible under the provisions of this paragraph. Landlord shall commence any repairs required under this paragraph in a timely and efficient manner after it receives notice from Tenant. Landlord will also address and rectify any issues pertaining to building cleanliness within 24 hours of notice or provide Tenant a written plan of action if it will take longer than 24 hours to resolve.

8. PARKING. Parking is provided on a first come, first serve basis in the area adjacent to the Building to be shared by all Tenants of the Building and Landlord. Landlord reserves the right to designate a limited number of spaces for use exclusively of visitors to the Building. Handicapped parking will be provided in accordance with federal, state and local laws governing such spaces, and shall be located, in the Landlord's discretion, in as close proximity to the main entrance to the premises as possible without interfering with the loading dock area. As further consideration for the lease of the premises, Tenant will

develop, at its own cost, an additional parking lot on the corner of East Seneca Street and East 12th Street of size and form that is acceptable to the Landlord. Tenant will also provide snow removal of both parking areas and provide for the striping of both parking areas as needed. Landlord shall ensure that access to the loading dock area is not obstructed if needed for the loading or unloading of election machines, or related uses to its tenancy or the tenancy of the other tenants located within the Business Expansion Center. Tenant will be responsible for properly notifying Landlord in a reasonable time frame, which will be construed as not less than twenty-four (24) hours.

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

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

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

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

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

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

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

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

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

remain in full force and effect and the rent and additional rent shall be proportionately abated based upon the portion of the Premises rendered unfit the Tenant's use and occupancy.

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

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

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

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

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

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

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

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

- (i) If the Premises should be abandoned or vacated by Tenant;
- (ii) If proceedings are commenced by or against Tenant in any court under a bankruptcy or insolvency statute;
- (iii) If proceedings are commenced for the appointment of a trustee or receiver of Tenant's property or any substantial portion thereof;
- (iv) If there shall be a default in the payment of rent, or any part thereof, for more than ten (10) days after written notice of that default is mailed by Landlord; or
- (v) If there shall be a default in the performance of any other term, covenant, or condition contained in this Lease by Tenant for more than twenty (20) days after written notice of that default is mailed by Landlord.

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

(c) Tenant's Duty to Surrender. Upon the termination of this Lease by reason of a Default ("early termination"), Tenant shall quit and peacefully surrender the Premises to Landlord broom clean and in first class condition and repair, and Landlord, upon or at any time after the early termination may, without further notice, re-enter the Premises and take possession by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all other persons and property from the Premises without liability for prosecution or damages, and Landlord may have, hold and enjoy the Premises and the right to receive all rental income from the Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Landlord: Operation Oswego County, Inc.
 44 W. Bridge St.
 Oswego, NY 13126
 Attn: Executive Director

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

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

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

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

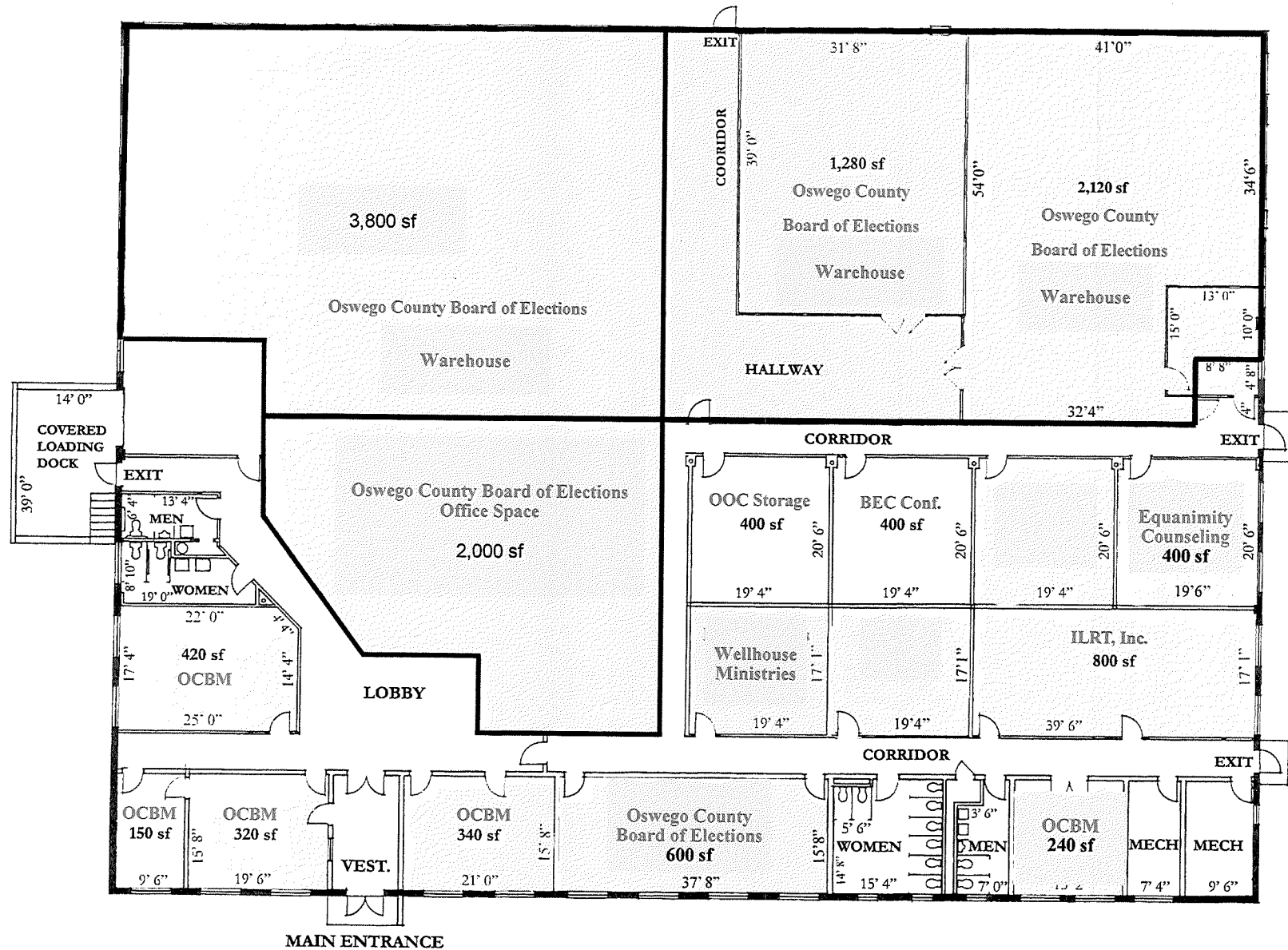
The parties have executed this Lease to be effective on the date first above stated.

OPERATION OSWEGO COUNTY, INC.

By: _____
Barbara Bateman, President

COUNTY OF OSWEGO

By: _____
James Weatherup, Chairman

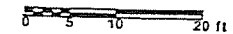


Oswego County Business Expansion Center

185 East Seneca St., Oswego, NY 13126
City of Oswego, NY

Managed by Operation Oswego County Inc.
44 West Bridge St., Oswego, NY 13126
Phone: (315) 343-1545 Fax: (315) 343-1546

FLOOR PLAN



Total Square Feet of Building : 19,574

RESOLUTION NO. 155

**RESOLUTION AUTHORIZING THE CREATION OF TWO POSITIONS IN THE
COUNTY CLERK'S OFFICE**

By Legislator David Holst:

WHEREAS, due to resignations, realignments and increased demand on the department in the provision of efficient and effective customer service to County residents and the general public, and

WHEREAS, the department has identified an increased need for additional Motor Vehicle Clerks to ensure maximum productivity in handling all-inclusive tasks within the job title.

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

RESOLVED, two Motor Vehicle Clerk, grade 4, in the CSEA CO-OP Bargaining Unit be created within the Motor Vehicle budget, 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 AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 156

**RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN
THE FIRST INSTANCE 100% OF THE FEDERAL AID AND STATE
"MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION
FEDERAL AID PROJECT, AND APPROPRIATING FUNDS THEREFORE**

By Legislator Patrick Twiss:

WHEREAS, the County of Oswego has established Capital Project #169 – Bridge Replacement of the Pekin Road (County Route 22) bridges over NIMO Tailrace (BIN 3313800) and the Salmon River (BIN 3313810), PIN 375339; and

WHEREAS, Oswego County has applied for funding for a bridge replacement project for the Pekin Road (County Route 22) bridges over NIMO Tailrace (BIN 3313800) and the Salmon River (BIN 3313810), PIN 375339; and

WHEREAS, a Project for the Pekin Road (County Route 22) bridges over NIMO Tailrace (BIN 3313800) and the Salmon River (BIN 3313810), PIN 375339 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Project has been approved for Federal funding for 80% of the construction, construction inspection and construction support phases; and

WHEREAS, the County of Oswego desires to advance the Project by making 100% of the costs of the construction, construction inspection and construction support phases available, subject to 80% reimbursement of eligible costs from Federal funds.

NOW, therefore, 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 Infrastructure, Facilities and Technology Committee, the Finance and Personnel Committee and the Oswego County Legislature authorize the level Capital Project #169 be increased by \$1,077,116 to an authorization level of \$5,217,016 to cover the cost of the construction, construction inspection and construction support phases through a transfer from Capital Reserve #16, for the replacement of the Pekin Road (County Route 22) bridges over NIMO Tailrace (BIN 3313800) and the Salmon River (BIN 3313810), PIN 375339, Town of Orwell, Oswego County, New York.

RESOLVED, that the Legislature hereby authorizes the Chairman of the Legislature to pay in the first instance 100% of the Federal and non-federal share of the construction, construction inspection and construction support phases for the Project or portions thereof; and be it further

RESOLVED, that the Chairman of the Legislature of the County of Oswego be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests for Federal aid on behalf of the County of Oswego with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of Federal aid and State aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreements in connection with the Project, and be it further

RESOLVED, this resolution shall take effect immediately.

Capital Project #169

Total Authorization

Bridge Replacement

\$5,217,016

Pekin Road (County Route 22)

bridges over NIMO Tailrace and

the Salmon River

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

RESOLUTION NO. 157

**RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT
NO. 98 – PAVING- 2019**

By Legislator Patrick Twiss:

WHEREAS, this body has heretofore established Capital Project No. 98 – Paving-2019 with a maximum authorization of \$3,472,878

WHEREAS, the NYS 2018-19 Budget provides enhances State Assistance to local governments for the rehabilitation and reconstruction of local highways pursuant to the Extreme Winter Recovery Program, and

WHEREAS, the County of Oswego has a 2019-20 Extreme Winter Recovery program apportionment of \$470,596

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

RESOLVED, that the following project is hereby authorized for the maximum expenditure as indicated.

<u>Capital Project # 98</u>	<u>Total Authorization</u>
Paving – 2019	\$3,943,474

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

Authorized Budget Modification

Res. 157 of 2019

H529000.98

\$470,596

H435010.98

(\$470,596)

RESOLUTION NO. 158

**RESOLUTION AUTHORIZING THE COUNTY HIGHWAY
SUPERINTENDENT TO ENTER INTO SNOW AND ICE AGREEMENTS
ON CERTAIN TERMS**

By Legislator Patrick Twiss:

WHEREAS, Section 135-a of the New York State Highway Law authorizes the county to enter into cooperative agreements with a city, town or village for control of snow and ice on county roads; and

WHEREAS, this Legislature has heretofore authorized the Oswego County Highway Superintendent to enter into such agreements as may be necessary or convenient under Resolution number 75 of 1987; and

WHEREAS, this body has determined that a flat rate per mile reimbursement is fair and equitable as opposed to the varying rates charged by and paid to municipalities throughout the county on a per hour basis;

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

RESOLVED, that the Oswego County Highway Superintendent be and is hereby authorized to enter into the annexed agreement with any municipalities within the county under Highway Law §135-a for snow and ice control purposes; and, it is further

RESOLVED, that with this change to per mile reimbursement, the Highway Department shall re-examine county roads under contract in prior years and determine whether efficiency dictates maintaining or changing the roads under contract versus the county plowing same; and, it is further

RESOLVED, that the per mile reimbursement rate to municipalities shall be \$8,000 per mile until further changed by resolution of this body.

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

(Rev. 7/19)

**COUNTY OF OSWEGO HIGHWAY DEPARTMENT
SNOW REMOVAL AND ICE CONTROL AGREEMENT
(MILEAGE BASED AGREEMENT)**

THIS AGREEMENT, made this 1st day of October, 2019 by and between the **COUNTY OF OSWEGO HIGHWAY DEPARTMENT**, a municipal corporation of the State of New York, with an office for the conduct of business located at 31 Schaad Drive, Oswego, New York 13126-6116 by Kurt P. Ospelt, its County Highway Superintendent, hereinafter called the "COUNTY", and the TOWN/VILLAGE OF _____, a municipal corporation of the State of New York, with an principal office for business located at _____, New York _____ by _____ its Town Supervisor and Highway Superintendent, hereinafter called the "MUNICIPALITY".

WITNESSETH:

WHEREAS, Section 135-a of the New York State Highway Law authorizes municipalities to enter into cooperative agreements for control of snow and ice conditions on County roads; and

WHEREAS, the Oswego County Legislature by Resolution #75 adopted on June 11, 1987, as amended by Resolution # _____ of 2019 authorizes the Oswego County Highway Superintendent to enter into snow and ice control cooperation agreements with various towns and villages of Oswego County to assist the County with snow and ice control; and

WHEREAS, by coordinating resources, personnel and equipment, the County and the Municipality realize economies of scale which result in a financial savings to both municipalities and their respective residents; and

WHEREAS, the Municipality has suitable personnel and experience and is willing to undertake said work,

WHEREAS, a written agreement is both necessary and desirable,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1. SCOPE OF WORK AND SERVICES

The Municipality shall maintain the County's roads listed herein for snow and ice purposes during the term of this Agreement and shall do so in a prompt, diligent and workmanlike manner. The Municipality shall furnish the necessary trucks, plows, sanders, tools, equipment and personnel as may be necessary to clear such County roads from snow and ice, as may be necessary, and shall salt and/or sand such County roads to the extent that the County may deem necessary to provide safe and reasonable passage and movement of vehicles over such

highways and in accordance with generally accepted highway maintenance practices within the County of Oswego and any of the rules and regulations of the County Superintendent of the Oswego County Highway Department as may apply.

The Municipality agrees to perform snow removal and ice control services upon the following County Roads for the term of this Agreement:

County Route _____ from the intersection of State Route _____ to _____ :

Distance: _____ mile(s).

County Route _____ from the intersection of CR _____ to _____ Road:

Distance: _____ mile(s).

County Route _____ from the intersection of _____ Road to _____ Road.

Distance _____ mile(s).

**TOTAL MILEAGE TO BE MAINTAINED HEREUNDER: _____ MILES OR
\$ _____ DOLLARS PER SEASON HEREUNDER.**

The County may, upon written directive, stop the work under any part of this agreement if the methods or conditions are unsatisfactory, unreliable or deemed not to be in the best interests of the public. Nothing herein shall prevent or preclude the County from exercising its rights to enter upon and maintain its own roads should the Municipality be in breach of this Agreement, should a federal, state or local State of Emergency be declared or should the county receive notice that the same is necessary upon the Municipality's failure, neglect or refusal to adequately perform hereunder.

ARTICLE 2. TERM OF AGREEMENT

The term of this agreement shall be from OCTOBER 1st, 2019 through MAY 30th, 2022.

ARTICLE 3. TERMINATION

The County may, by written notice to the Municipality at the above-referenced address effective upon mailing, or by personal service effective upon service on a representative of the Municipality, terminate this Agreement in whole or in part at any time (1) for the County's convenience OR (2) upon the failure of the Municipality to comply with any of the terms or conditions of this Agreement.

ARTICLE 4. COMPENSATION

For all labor, equipment, fuel, fringe, overtime sand, salt and other related costs for the services rendered hereunder, the County hereby agrees to pay the Municipality the sum of EIGHT THOUSAND AND 00/100 DOLLARS (\$8,000.00) per mile, inclusive, in the performance of this contract. The contract mileage shall be based upon the total mileage listed in Article 1 of this agreement. Payment shall be made in two (2) installments. The first installment of 25 percent of the contract price shall be paid upon execution of this Agreement in

October. The remaining installment of 75 percent of the contract price shall be paid in February of the following year. Thereafter, payments will be disbursed in a similar fashion for the term of the agreement unless otherwise canceled or amended.

The Municipality understands and agrees that the compensation paid hereunder is for snow and ice purposes on County Route only. For the purposes of this agreement, an intersection where a County Route and a Municipality road intersect shall be deemed to be a County Route.

The Municipality hereby agrees to furnish to the Oswego County Highway Superintendent all pertinent and necessary documentation of the Municipality's performance of the services herein enumerated. Said documentation is to be submitted on a Snow and Ice Equipment Operator's Report to be supplied by the Oswego County Highway Department only. The documentation shall include labor, equipment, sander calibrations, routes plowed with dates and times and shall constitute a prerequisite of the County's obligation to continue to pay the consideration stated hereinabove and shall be furnished bi-weekly by the Municipality to the County. Failure of the Municipality to submit the required documentation to the County within thirty (30) days of the work and services performed hereunder shall relieve the County of any obligation to pay the Municipality and shall make the Municipality liable for a pro-rata refund of the contract payments hereunder for any periods for which documentation is lacking in addition to their obligation to provide documentation. The Municipality further understands the County may intercept same from sales tax payments or other payments to the Municipality.

The required forms to substantiate the work performed hereunder can only be obtained from the Oswego County Highway Department which has been designated to act on behalf of the County in directing and reviewing the services required herein.

ARTICLE 5. NOTICES

The Municipality shall report directly to the County Superintendent of the Highway Department or the Deputy Superintendent for all matters hereunder.

Except where otherwise stated herein, notices shall be sufficient if provided in writing by the municipality to the County Highway Superintendent or Deputy Superintendent at the address listed hereinabove.

All notices to the Municipality hereunder shall be provided in writing to the Municipality's Highway Superintendent at the address listed hereinabove.

ARTICLE 6. SAFETY

As a partial inducement to entering into this Agreement with the County, the Municipality commits to making safety for its personnel and the public a priority in conducting the services hereunder. At all times, Municipality agrees that it will use safe and suitable equipment for the work conducted hereunder. The Municipality agrees that its snow removal and ice control equipment shall be equipped as a hazard vehicle in accordance with the NYS Vehicle & Traffic Law with appropriate brake, signal and warning lights and shall also utilize at least one visible operating amber beacon as a warning device while engaged in a hazardous operation such as snow removal and/or ice control. Equipment that requires the use of a slow moving vehicle triangle (e.g. loaders, rotary throwers, etc.) shall also be properly equipped with same. The Municipality shall ensure that any equipment or vehicles operating upon county roadways shall be equipped with flares or other warning devices to be used if said equipment is broken-down or stuck upon the county's roadway during periods of limited visibility or during night time hours.

The Municipality shall conduct a snowplow safety pre-trip inspection at the beginning of each shift or more frequently if required by Municipality's Policies or CDL regulations.

The Municipality shall be responsible for re-setting any and all county-owned Traffic Control Devices, signs, bridge markers, delineators or other roadway markers the same day as they are damaged by the Municipality at the Municipality's sole cost and expense. If the Municipality knocks down or destroys a sign controlling the intersection of a county road with another road which cannot be immediately re-set, the Municipality shall immediately contact Oswego County E 911 and shall also immediately take appropriate steps to ensure that the intersection is controlled and safe for the motoring public (e.g. posting a temporary sign, posting a flagman, and/or calling law enforcement).

ARTICLE 7. ICE CONTROL SAND AND ROAD SALT

Road Salt and Ice Control Sand shall be provided by the Municipality at its own cost for use on the designated county roads covered by this Agreement. The Municipality agrees to purchase Road Salt from the County's bid at the county's cost per ton for the work performed hereunder and for any Municipality owned roads. The sand pit where sand is mined and made available for pick-up by the Municipality shall be determined by the County.

Should a Municipality mine its own sand, and if the County and Municipality agree, the County may permit the use of County equipment to mine sand at the Municipality's expense.

The County shall not reimburse the Municipality for hauling Ice Control Sand or Road Salt. If extensive winter conditions warrant, and additional materials are needed by the Municipality, the terms will be established by the Highway Superintendent subject to availability.

ARTICLE 8. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, the Municipality shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any Services provided thereunder will not be compensated even said assignment or subcontract was to another Municipality. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

ARTICLE 9. STATUTORY COMPLIANCE

In acceptance of this Agreement, the Municipality covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employer's Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract **SHALL BE VOID** and of no effect unless the Municipality shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

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

ARTICLE 10. INSURANCE

For all of the Services set forth herein and as hereinafter amended, Municipality shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who has been fully informed as to the nature of the Services to be performed. Except for Worker's Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Municipality and not those of the County. Notwithstanding anything to the contrary in this Agreement, Municipality irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article. The provisions of insurance by Municipality shall not in any way limit Municipality's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Municipality hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy naming the County of Oswego as an additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the County upon consultation with its carrier(s).
- Municipality's coverage shall be primary and non-contributory coverage for the County, its officers and employees and shall contain a 30-day notice of cancellation.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the County for both on-going and completed operations. The decision to accept an endorsement rests solely with the County. A completed copy of the endorsements must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the Municipality (e.g., snow and ice control, sanding and plowing) that are covered by the liability policies.
- At the County's request, the Municipality shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Municipality will provide a copy of the policy endorsements and forms.

III. The municipality agrees to indemnify the County of Oswego for any applicable deductibles.

IV. **REQUIRED Insurance MINIMUMS:**

- Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate (or maximum limits maintained by Municipality itself, if greater). General Aggregate to apply on a per contract basis.
- Automobile Liability/Inland Marine
\$1,000,000 CSL (or maximum limits maintained by Municipality itself, if greater) for owned, hired and borrowed and non-owned motor vehicles.

- Excess/Umbrella Insurance
\$1,000,000 each Occurrence and Aggregate (or maximum limits maintained by Municipality itself, if greater).
- Workers' Compensation and N.Y.S. Disability
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits (if disability coverage elected by Municipality) Insurance for all employees.

Municipality acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract and will result in cancellation. The Municipality is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego. Municipality shall attach to this Agreement certificates of insurance evidencing Municipality's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days' prior written notice to the County, directed to the County Attorney and the Highway Superintendent and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Municipality.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede Municipality's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Municipality will maintain similar insurance for at least six (6) years following final acceptance of the Services;
- C. If the insurance is terminated for any reason, Municipality agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the County; and
- D. Immediate notice shall be given to the County through the Highway Superintendent and the County Attorney of circumstances such as motor vehicle accidents, serious personal injuries, disfigurement, dismemberment or death of any person, property damage of third parties or other incidents that might give rise to future claims with respect to the Services performed under this Agreement by Municipality.

ARTICLE 11. INDEMNIFICATION

Municipality agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Municipality, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the Municipality either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Municipality's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement. This term shall survive the expiration or cancellation of this Agreement.

ARTICLE 12. HOLD HARMLESS

Regarding its services and responsibilities concerning this Agreement, the Municipality further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or part by the Municipality, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Municipality and the County, their officers, agents or employees in connection with this agreement. This term shall survive the expiration or cancellation of this Agreement.

ARTICLE 13. GENERAL RELEASE

The acceptance by the Municipality or its assignees of the final payment under this Agreement, whether by county voucher, check, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a General Release to the County from any and all claims of Municipality arising out of the performance of this Agreement.

ARTICLE 14. SET-OFF RIGHTS

The County of Oswego shall have all of its common law, equitable and statutory rights of set-off hereunder. These rights shall include, but are not limited to, the County's right to

withhold for the purposes of set-off any monies otherwise due to Municipality (i) under this Agreement, (ii) under any other Agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, sale or delivery charges for sand, salt or of asphalt, paving services, equipment rentals, or any other county products or services performed for or at the request of the Municipality and/or solid waste scale or tipping fees.

ARTICLE 15. INDEPENDENT CONTRACTOR

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

In accordance with such status as independent contractor, Municipality covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage health insurance coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit as an officer or employee of the County of Oswego.

ARTICLE 16. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the parties.

ARTICLE 17. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Services or specifications covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services, the Highway Superintendent of the County executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional Services, the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in any such Addendum or Change Order.

ARTICLE 18. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Municipality and/or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 19. BOOKS AND RECORDS

Municipality agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 20. RETENTION OF RECORDS

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

ARTICLE 21. AUDIT BY THE COUNTY AND OTHERS

All claim forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claim forms or invoices are based are subject to audit by the County. Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Municipality shall make its records available to the County upon request. All books claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Municipality shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 22. PROTECTION OF COUNTY PROPERTY

While it is expected that the Municipality will use its own equipment for the purposes of this Agreement, the County, from time to time and in the County's sole discretion, during times of snow emergency, a state of emergency or as weather conditions warrant may opt to rent or loan equipment to Municipality, or otherwise allow Municipality to use County equipment or vehicles, either for or without additional compensation, or as a set-off under this Agreement. Nothing contained in this Article shall be construed as creating an obligation of the County to loan or rent equipment to Municipality.

Municipality assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment owned or leased by the County, used in the

performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Municipality, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Municipality as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage and to make the County whole. The Municipality understands that County equipment or vehicles provided or loaned hereunder shall only be used for public purposes.

Municipality agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 22. ACCEPTANCE OF SUBSTITUTED SERVICE

The Municipality hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 23. NO WAIVER

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

ARTICLE 24. NOTICES

The Municipality shall report directly to the County Superintendent of the Highway Department or the Deputy Superintendent as a primary day-to-day contact for all matters hereunder. The County shall contact the Town Highway Superintendent as a primary day-to-day contact for all matters hereunder.

Except where otherwise stated herein, notices shall be sufficient if provided in writing by

the municipality to the County Highway Superintendent or Deputy Superintendent at the address listed hereinabove.

Except where otherwise stated herein, all notices to the Municipality hereunder shall be provided in writing to the Municipality's Highway Superintendent at the address listed hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth hereinabove.

COUNTY OF OSWEGO

By: _____

Kurt P. Ospelt, Highway Superintendent

MUNICIPALITY - TOWN/VILLAGE OF _____

By: _____

_____, Town Highway Superintendent

By: _____

_____, Town Supervisor/Village Mayor

(Signature)

(Name signed to be printed beneath.)

RESOLUTION NO. 159

**A RESOLUTION SUPPORTING NEW YORK BILLS A06485 / S00246
REGARDING EXPANDING THE ALCOHOLIC BEVERAGE PRODUCTION TAX
CREDIT**

By Legislator Tim Stahl:

WHEREAS, in 2016, the Alcoholic Beverage Production Tax Credit was extended to include cider, wine, and spirits under the NYS Tax Law; and

WHEREAS, by extending the current beer credit (14 cents) to all industries, an inequity occurred resulting in different tax credit amounts being given to the different distillers; and

WHEREAS, when extending the credit, the precise tax paid by spirit distillers was not considered nor was there any adjustment made to reflect an equal credit distribution across industries; and

WHEREAS, due to this, the 14 cents a gallon credit is 100 percent of the taxes for beer but only accounts for about 2 percent of the tax for spirits which inequity leaves small businesses at an unfair disadvantage; and

WHEREAS, proposed NYS Bills A06485 / S00246 would amend the credit to create equity and parity among the different beverage industries; and

WHEREAS, craft breweries, wineries and distilleries are a draw to tourists and residents alike; and

WHEREAS, New York state has experienced a surge in the distilling industry going from 11 distillers in 2011 to 148 in 2017 including one distillery located in the County of Oswego, however this growth in the spirits industry is despite the fact the current credit is less than breweries,

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

RESOLVED, that this legislature supports a level playing field for craft brewers, wineries and manufacturers of spirits and as such urges passage of NYS Bills A06485 / S00246; and be it further

RESOLVED, that the Clerk of the Legislature shall provide certified copies of this resolution to the state elected officials representing the County of Oswego and to NYSAC.

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

RESOLUTION NO. 160

**RESOLUTION AUTHORIZING BUDGET MODIFICATION YOUTH BUREAU –
ACCEPT ADDITIONAL NEW YORK STATE YOUTH DEVELOPMENT AID**

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 AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 160 of 2019

A7310.438200

(\$12,751)

A7310.545500

\$12,751

RESOLUTION NO. 161

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO ACCEPT FAMILY FIRST TRANSITION FUNDS**

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 AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A6070.545500.PPCON
A6070.436090**

Res. 161 of 2019

**\$47,508
(\$47,508)**

RESOLUTION NO. 162

**RESOLUTION AUTHORIZING THE CREATION OF TWO TEMPORARY
POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES, EMPLOYMENT
AND TRAINING UNIT**

By Legislator Roy Reehil:

WHEREAS, in order to maintain continuity in Supervision of complex Employment and Training Programs within the Department of Social Services after impending retirements;

WHEREAS, there is a current and viable list of Senior Employment Specialist candidates to select from to train in these critical positions and maintain effective Supervision of these programs,

WHEREAS, when the retirements occur, following a successful probationary period of the temporary Senior Employment Specialist staff, they would move into the vacated permanent Senior Employment Specialist budget lines,

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

RESOLVED, that two Temporary Senior Employment Specialist positions, Grade 12, in the CSEA Office Personnel 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 AUGUST 15, 2019:

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

RESOLUTION NO. 163

**RESOLUTION AUTHORIZING BUDGET MODIFICATION OFFICE FOR THE
AGING TO ACCEPT NY CONNECTS EXPANSION AND ENHANCEMENT
GRANT**

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 AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 163 of 2019

A6772.437720	(\$9,498)
A6772.521000	\$2,998
A6772.544400	\$650
A6772.544500	\$350
A6772.545500	\$750
A6772.543600	\$1,000
A6772.542500	\$750
A6772.526000	\$3,000

RESOLUTION NO. 164

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
SHERIFF'S OFFICE TO ACCEPT REVENUE FROM OSWEGO COUNTY
SCHOOL DISTRICTS TO FUND SPECIAL PATROL OFFICER POSITIONS**

By Legislator Bradley Trudell:

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 AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 164 of 2019

A3112.415200	(\$55,071.80)
A3112.514000	\$36,000
A3112.544500	\$7,100
A3112.545300	\$7,731.80
A3112.590898	\$4,240

RESOLUTION NO. 165

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE – TRANSFER FROM UNAPPROPRIATED FUND BALANCE TO COVER
MENTAL HEALTH TREATMENT EXPENSE**

By Legislator Bradley Trudell:

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 AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A159900
A3150.545500

Res. 165 of 2019

(\$239,000)
\$239,000

RESOLUTION NO. 166

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION SHERIFF'S
OFFICE TRANSFER FROM UNAPPROPRIATED FUND BALANCE AND
SALARIES AND WAGES TO OVERTIME PAYMENTS (CORRECTIONS
DIVISION)**

By Legislator Bradley Trudell:

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 AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 166 of 2019

A159900

(\$75,000)

A3150.511000

(\$75,000)

A3150.512000

\$150,000

RESOLUTION NO. 167

**RESOLUTION EXPRESSING SUPPORT FOR A6215 / S5459 TO AMEND THE
VEHICLE AND TRAFFIC LAW IN RELATION TO ACCESSIBLE PARKING
SPACE REQUIREMENTS FOR PERSONS WITH DISABILITIES AND
ENFORCEMENT OF ILLEGAL PARKING**

By Legislator Bradley Trudell:

WHEREAS, State Senator Patty Ritchie and Assemblyman Will Barclay are sponsoring bills S5459 and A6215, which will update accessible parking requirements to bring New York State law in line with the Americans with Disabilities Act (ADA) and International Building Code as adopted by New York State; and

WHEREAS, under current 1981 law, shopping facilities with more than five stores and at least twenty parking spaces must designate five percent or ten spaces (whichever is less) as accessible parking spaces, and law enforcement can ticket and or tow violators if a local law is in place; and

WHEREAS, current law does not align with International Building Code, and local law enforcement is often unable to ticket violators if no local law is in place, creating unnecessary hardships for persons with disabilities; and

WHEREAS, the term "handicapped" is no longer a phrase used when referring to persons with disabilities; and

WHEREAS, the proposed legislation amends Section 1203-c of the vehicle and traffic law to give law enforcement the authority to ticket and tow illegally parked vehicles in spaces and access aisles designated for persons with disabilities, and removes the provision that accessible parking requirements only apply to shopping centers or facilities with five separate retail stores; and

WHEREAS, the proposed legislation clarifies that the number of accessible parking spaces shall be in compliance with the International Building Code as adopted by New York State; and

WHEREAS, the proposed legislation amends section 1203 of the Vehicle and Traffic Law to replace the term "handicapped" with the term "persons with disabilities;

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

RESOLVED, that the Oswego County Legislature supports A6215 / S5459, which amend the vehicle and traffic law in relation to accessible parking space requirements for persons with disabilities and enforcement of illegal parking; and be it further

RESOLVED, that the Clerk of the Legislature provide a certified copy of this Resolution to Governor Andrew Cuomo, State Senator Patty Ritchie, Assemblyman Will Barclay, Assemblyman Brian Manktelow, and the New York State Association of Counties.

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 168

**RESOLUTION SUPPORTING H.R. 1345 TO REPEAL THE MEDICAID INMATE
EXCLUSION POLICY (MIEP) FOR CERTAIN INMATES IN THE OSWEGO
COUNTY CORRECTIONAL FACILITY**

By Legislator Terry Wilbur:

WHEREAS, the County of Oswego, like other counties in New York State, operates a correctional facility and has a duty to provide medical treatment to inmates within the facility; and

WHEREAS, the Restoring the Partnership for County Health Care Costs Act of 2019 (H.R. 1345) repeals the Medicaid Inmate Exclusion Policy (MIEP) for pre-trial inmates; and

WHEREAS, repealing the MIEP allows individuals who are in the custody of law enforcement or ending disposition of charges the ability to remain on Medicaid for the purposes of continuing healthcare coverage until they are convicted of a crime; and

WHEREAS, many of the individuals confined in the Correctional Facility are also recipients of benefits such as Medicaid, Medicare, Supplemental Security Income (SSI), or Children's Health Insurance Program (CHIP) prior to the incarceration and tend to resume receiving these benefits upon returning to the community, and

WHEREAS, this legislation further eliminates the current mandatory 30-day delay in reinstating Medicaid mental health care benefits for those released from custody; and

WHEREAS, a report published in 2015 by the Vera Institute of Justice shows that jail health care costs represent approximately 10 percent of total jail costs; and

WHEREAS, this legislation would alleviate a significant unfunded mandated placed upon county jails; and

WHEREAS, in 2018, in New York State there were a total of 22,860 inmates, of which 15,068 or 66% of the jail population remains un-sentenced of which a large portion of this population would be able to remain on Medicaid, CHIP, and/or Supplementary Security Income (SSI) benefits; and

WHEREAS, this federal legislation preserves the partnership between the federal and local governments, ensuring that local governments are not burdened with an unfair share of meeting the mandate to guarantee medical coverage; and

WHEREAS, the cost of providing health care in the Oswego County Correctional Facility is significant and the medical unit routinely deals with rising prescription drug costs and inmates whom have infectious diseases, chronic conditions, substance abuse disorders

and mental illness; and

WHEREAS, this H.R. 1345 substantially reduces the cost of inmate medical care, resulting in significant savings to the County of Oswego,

NOW, THEREFORE, upon motion of the Public Safety Committee of this body with the concurrence of the Sheriff; be it is hereby

RESOLVED, that this legislature supports the repeal of the Medicaid Inmate Exclusion Policy (MIEP) for pre-trial inmates; be it further

RESOLVED, that this body supports the Restoring the Partnership for County Health Care Costs Act of 2019 (H.R. 1345); be it further

RESOLVED, that Clerk of the Legislature shall forward copies of this resolution to the Governor Andrew M. Cuomo, the New York State Congressional Delegation representing the County of Oswego and the bill sponsor(s) in Congress.

OSWEGO COUNTY LEGISLATURE

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

RESOLUTION NO. 169

**RESOLUTION AUTHORIZING THE SHERIFF'S OFFICE TO ACCEPT A MINE
RESISTANT AMBUSH PROTECTED All TERRAIN VEHICLE (MRAP ATV)**

By Legislator Terry Wilbur:

WHEREAS, the Oswego County Sheriff's Office, pursuant to a State Plan of Operation Intragency Agreement with the State of New York, has been offered the conditional transfer of a MRAP ATV for its use by the Defense Logistics Agency, a combat support agency in the U.S. Department of Defense; and

WHEREAS, the Sheriff's Office Emergency Services Unit (ESU) has the need for such a vehicle to be used for emergency situations, including, but not limited to, active shooter, hostage, barricaded suspects and suicidal individuals, as well as execution of high risk drug warrants, natural disasters and nuclear emergencies; and

WHEREAS, certain obligations and costs are associated with acceptance of the vehicle; and

WHEREAS, those costs will be absorbed by the Sheriff's budget,

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

RESOLVED, that the Oswego County Sheriff's Office is hereby authorized to accept the MRAP ATV and further, that the Chairman is authorized execute any other and further documents necessary to effectuate the same.

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 170

**RESOLUTION AUTHORIZING THE CHAIR OF THE LEGISLATURE TO
EXECUTE A SPECIAL COUNSEL AGREEMENT WITH NAPOLI SHKOLNIK,
PLLC REGARDING GENERIC PHARMACEUTICAL PRICE FIXING AND
ANTITRUST LITIGATION**

By Legislator John Martino:

WHEREAS, the United States Department of Justice has been investigating price fixing and market allocation agreements involving 16 companies and over 300 drugs, including numerous generic pharmaceutical products, including doxycycline, an antibiotic, and glyburide, a treatment for diabetes; and

WHEREAS, the states attorneys' general of 48 states brought a civil action alleging price fixing, market division, and other antitrust violations by 20 defendant pharmaceutical companies related to fifteen (15) generic prescription drugs; and

WHEREAS, the County of Oswego, like many counties in New York State, "self insures," meaning that they themselves pay the costs of workers compensation, health insurance and pharmaceuticals for their employees, dependents and retirees; and

WHEREAS, generic drugs are purchased by, paid for and/or reimbursed by the County of Oswego for, *inter alia*, the Medical Division of the Oswego County Correctional Facility, the Oswego County Self-Insurance Plan for Workers Compensation, the Oswego County Employee Health Plan and the Oswego County Health Department (Public Health/Hospice); and

WHEREAS, because the County of Oswego directly purchases, indirectly reimburses for, or otherwise pays for the generic drugs at issue, it is recommended that the County of Oswego join the legal action that other counties are contemplating,

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

RESOLVED, that the County of Oswego be, and hereby is, authorized to join the other counties of New York in civil litigation alleging price fixing, market division, and other antitrust violations and any other related causes of action, and be it further

RESOLVED, that the County of Oswego accepts the proposed Special Counsel Agreement from the law firm of Napoli Shkolnik PLLC, and the Chair of the Legislature be and is hereby authorized and empowered to execute and the Special Counsel Agreement on behalf of the County of Oswego.

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

OSWEGO
COUNTY
LEGISLATURE

RESOLUTION NO. 171

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

By Legislator John Martino:

WHEREAS, this body has heretofore established the following Capital Projects, which are complete and contain the balances shown:

CP 23 Legislature Clerk Tablets - \$1,441
CP 28 Runway 24 Approach 20:1 Obstruction Mitigation; Runway 6-24
REIL Installation; Replace Runway 6-24 Edge Lighting Const - \$3,385
CP 29 Computer Aided Dispatch Upgrade - \$ -0-
CP 45 Central Services Equipment & Upgrades - \$248
CP 53 DSS Technology & Equipment Upgrades - (\$1,317)
CP 60 B&G Equipment - 2017 - \$11,773
CP 63 Highway Equipment - 2017 - \$591
CP 75 Highway Equipment - 2018 - \$21,436
CP 76 F&T Equipment - 2018 - \$16,011
CP 77 Health Dept Vehicles - \$1,955
CP 78 Paving - 2018 - \$24,263
CP 91 Bridge - CR41A over Grindstone Creek - \$293,420
CP 166 Fire School Storage Addition - \$5,059
CP 183 ERF Fire Detection - \$17,583

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

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. 91 and transfer remaining balance totaling \$293,420 to Capital Reserve No. 16 Bridges as shown on the attached budget modification request; and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. 23 and 45 and transfer remaining balances totaling \$1,689 to Capital Reserve No. 145 Technology as shown on the attached budget modification request; and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. 60, 63, 76 and 77 and transfer remaining balances totaling \$30,330 to Capital Reserve No. 146 Highway and Automotive Equipment as shown on the attached budget modification request; and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. 28 and transfer remaining balances totaling \$3,385 to Capital Reserve No. 175 Airport as shown on the attached budget modification request; and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. 183 and transfer remaining balances totaling \$17,583 to Department of Solid

Waste Unappropriated Fund Balance as shown on the attached budget modification request; and be it further

RESOLVED, that the Treasurer is hereby authorized to appropriate and close Capital Project No. 29, 53, 75, 78 and 166 and transfer remaining balances totaling \$49,441 to Unappropriated Fund Balance 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 transfers and make such adjustments.

ADOPTED BY A VOICE VOTE ON AUGUST 15, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 171 of 2019

H599014.91	\$293,420
A450310	(\$293,420)
H599014.23	\$1,441
H599014.45	\$248
A450310	(\$1,689)
H599014.60	\$11,773
H599014.63	\$591
H599014.76	\$16,011
H599014.77	\$1,955
A450310	(\$30,330)
H599014.28	\$3,385
A450310	(\$3,385)
H599014.183	\$17,583
CL159900	(\$17,583)
H599014.29	-
H599014.53	(\$1,317)
H599014.75	\$21,436
H599014.78	\$24,263
H599014.166	\$5,059
A159900	(\$49,441)

RESOLUTION NO. 172

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
TO ADJUST OCTASC RESERVES AND CAPITAL PROJECT AUTHORIZATION
LEVELS TO MEET ANTICIPATED NEEDS**

By Legislator John Martino:

Upon recommendation and 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 AUGUST 15, 2019:

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

LEGISLATURE

COUNTY

OSWEGO

Authorized Budget Modification

Res. 172 of 2019

H599014.38	\$125,242
A450310	(\$125,242)
H599014.102	\$100,000
H450310.102	(\$100,000)
H599014.89	\$8,584
H450310.89	(\$8,584)
A450310.07	(\$225,242)
A450310.07	(\$104,516)
H529000.24	\$25,500
H529000.46	\$25,000
H529000.72	\$200,000
H529000.74	\$38,800
H450310.24	(\$25,500)
H450310.46	(\$25,000)
H450310.72	(\$200,000)
H450310.74	(\$38,800)