

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR  
SEPTEMBER 12, 2019**

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**RESOLUTION NO. 173**

**RESOLUTION APPOINTING DIRECTOR OF REAL PROPERTY TAX  
SERVICES II FOR THE COUNTY OF OSWEGO**

By Legislator David Holst:

WHEREAS, the current term of Director of Real Property Tax Services II expires September 30, 2019, and

NOW, on the recommendation of the County Treasurer, County Administrator and the Government, Courts, and Consumer Affairs Committee of this body; be it

RESOLVED, that Betsy Knapp of Oswego, New York be, and hereby is, appointed Director of Real Property Tax Services II for the County of Oswego, for a term of six (6) years, beginning October 1, 2019 and expiring on September 30, 2025, and be it further

RESOLVED, that the duties of said Director shall be in accordance with the provisions of article 15A of the Real Property Tax Law of New York State and related duties as authorized by the County Legislature, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, County Administrator, and Director of Human Resources.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

LEGISLATURE  
COUNTY  
OSWEGO

**RESOLUTION NO. 174**

**RESOLUTION AUTHORIZING THE TRANSFER OF TAX-FORECLOSED  
PROPERTIES TO THE OSWEGO COUNTY LAND BANK CORPORATION**

By Legislator David Holst:

WHEREAS, the County of Oswego has formed one of fewer than 25 land banks within the State of New York; and

WHEREAS, the county as a foreclosing governmental unit has, heretofore, foreclosed upon various delinquent and blighted tax properties within the County of Oswego; and

WHEREAS, the Oswego County Land Bank Corporation (hereinafter "Land Bank") has previously examined the inventory of tax foreclosed properties and identified several properties consistent with its mission throughout the county that it can return to productive use; and

WHEREAS, the Land Bank is both a not-for-profit corporation and a public authority and its Board of Directors has authorized the acquisition of same; and

WHEREAS, transfer of these properties to the Land Bank will be consistent with the purposes of land bank corporations and will result in improvements which will, in turn, make the properties return to productive use and will contribute to quality of life and improve property values,

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

RESOLVED, that the annexed schedule of tax properties are hereby sold and transferred to the Oswego County Land Bank Corporation effective upon the date of adoption of this resolution:

SEE ATTACHED SCHEDULE

and, it is further,

RESOLVED, that as this transfer is in the public interest, the consideration for all of the above-referenced parcels shall be ONE DOLLAR (\$1.00).

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

	<b>Address</b>	<b>Tax Map#</b>
1)	779 Co Rt 7, Hannibal	250.00-02-05.1
2)	398 Main Street, Phoenix	314.05-03-14
3)	2657 Co Rt 57, Volney	219.13-01-16
4)	466 St Rt 13, Williamstown	179.01-01-07
5)	90 E Albany St., Oswego	128.65-04-02
6)	4363 US Rt 11, Richland	085.00-03-03

**RESOLUTION NO. 175**

**RESOLUTION AUTHORIZING 2019 TAX PROPERTY AUCTION**

By Legislator David Holst:

WHEREAS, the County of Oswego has heretofore acquired or soon to be acquired titles, pursuant to provisions of the Real Property Tax Law of the State of New York, to certain parcels of real estate; and

WHEREAS, the Oswego County Legislature is desirous of selling said parcels at public auction, pursuant to policy, terms and conditions heretofore established;

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

RESOLVED, that the County Treasurer of the County of Oswego, in the name of the Oswego County Legislature, be authorized and empowered to sell and convey under his hand and seal, certain described parcels of real estate, as shown on the attached schedule, titles to which were acquired by tax foreclosures of 2015 and prior, 2016, 2017, 2018 pursuant to the 2019 Tax Auction Policy and Terms and conditions of said auction; and be it further

RESOLVED, that the auction will be held on October 5, 2019.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Schedule A**  
**County of Oswego 2017 (2yr) or Prior**  
**Tax Delinquent Properties #2018-0812**  
**Vacant land**

Area	Assessed Owner	Tax Map Number	Address	Amount Owed
Albion	Lopez, Angel L	072.00-03-27.199	Riverside Pointe Dr	
Albion	Miller Trust, Frederick K	104.00-01-05	Co RTE 22	
Amboy	FG Property Holdings LLC	158.00-01-01.2	Garcia Road	
Constantia	Lazore, Marie S	247.00-01-01.12	396 Cty Rte 65	
Constantia	Rettig, Paul F.	310.05-04-28	29th street	
Granby	Clothier Richard M Estate	301.00-01-16	S Granby Road	
Granby	Cummins, Dean D	217.00-04-09	16-22 Wilder lane	
Granby	Ontario Realty Inc	288.01-03-09.2	Water run dr	
Hannibal	De Mott, Gary	250.00-01-12	609 Peat Bed Road	
Central Square	Schulz, Thomas J.	276.17-01-17.27	off meadow drive	
Hastings	Patterson, Brian	208.00-07-38.03	Co rte 38	
Hastings	Pavlics, David A	293.00-02-05	124 Gilder rd	
Mexico	Bednarz, Craig	172.00-01-38	Kenyon Rd	
Mexico	Blackburn Family Trust	171.00-01-16	st rt 13	
Mexico	Cummings, Patricia A.	099.00-04-02.01	Cole Rd	
Mexico	Flinchum, Eric M.	133.00-01-22.19	Sabill Drive	
Mexico	Geddings, Kevin L.	098.00-02-01.04	Off Ladd Road	
Mexico	Ontario Realty Inc	083.00-01-10	st rte 3	
New Haven	Greeney Estate, Jean E	170.00-01-28.08	Co rt 35	
New Haven	Greeney Estate, Jean E	170.00-01-28.06	Co rt 35	
New Haven	Greeney Estate, Jean E.	170.00-01-28.07	Co rt 35	
New Haven	Port City Properties	081.19-03-08	Hickory Grove Drive	
Orwell	Bailey, George	064.00-06-01.49	Coffin Dr	
Oswego Town	Donoghue, Robert	199.00-02-18	1634 ct rt 7	
Oswego Town	Oswego Realty LLC	144.16-02-38	Perry Hill Rd	
Oswego Town	Oswego Realty LLC	144.16-02-01	Perry Hill Rd	

Oswego Town	Oswego Realty LLC	144.20-01-06.01	Mc Craken dr	
Oswego Town	Oswego Realty LLC	144.16-02-38.02	Mc Craken dr	
Oswego Town	Oswego Realty LLC	144.16-02-40	Perry Hill Rd	
Oswego Town	Oswego Realty LLC	144.16-02-38.03	Mc Craken dr	
Oswego Town	Oswego Realty LLC	144.20-01-06	St Rt 104	
Oswego Town	Oswego Realty LLC	144.16-02-38.01	Mc Craken dr	
Palermo	Ontario Realty Inc	221.00-06-18.04	St Rt 3	
Palermo	Wilcox, Mark E. Sr	205.00-04-22.11	Dutchess Ln	
Parish	Cram, Donald P	154.00-01-04	Co Rt 38	
Parish	Liu, Shi	192.00-03-14	Voorhees Rd	
Parish	Ring, Frances H	193.00-02-20.1	Chapman Rd	
Redfield	Salisbury, Orla	044.00-01-03	Off Abes Drive	
Redfield	Trendowski, Walter	044.00-01-06	off abes drive	
Redfield	Yerdon, Patrick	076.00-02-21	22 Shady lane dr.	
Redfield	Zetterberg, Michael S	013.00-01-06.01	104 Blount Mills dr	
Richland	Robert Burnsdie	061.00-01-01.2	Canning Factory rd	
Richland	Dobson, Chad T	048.00-03-42.02	7 View Dr	
Richland	Don't Quit Salvage LLC	070.00-02-17	66 S Herrick Dr	
Richland	Don't Quit Salvage LLC	070.00-02-26	S Herrick Dr	
Richland	Wines, Carrie	101.00-03-23	Valley Rd	
Sandy Creek	Wright, John Fitzgerald K	020.00-03-01.07	Co Rt 22	
Phoenix	Dix Charle P	314.05-07-24	342 Main st	
Phoenix	Richardson, Carl P. III	304.13-03-07	93 Bridge st	
Schroeppel	Hale, Melissa A	291.00-01-25	Evans Rd	
Scriba	Cantu, Antonio Jr	112.00-02-04	Co Rt 1	
Scriba	Ontario Realty Inc	147.00-03-05.01	off St rt 481	
Volney	Arden, Richard C. Est	203.00-05-09.06	477 Silk Road	
Volney	O'Neil, Kara	202.00-07-03.1	492 Rowlee Rd	
West Monroe	Palmetto Flips LLC	278.00-04-07.12	off St rt 49	
Williamstown	KENC Inc	160.03-01-01	55 Cox Rd	
City of Oswego	Hamm, Richard J	128.24-05-04	30 East Tenth & 1/2 st	
City of Oswego	Skillen, Jacqueline	128.33-06-04	88 E Twelfth St	
City of Oswego	TRG Group Ltd Attn Thomas Galloway	146.65-03-01.001	27 Elizabeth St	
City of Oswego	TRG Group Ltd Attn Thomas Galloway	146.65-03-01.014	18 Jordans Way	



[illegible]

**Schedule A**  
**County of Oswego 2015 (4yr) or Prior**  
**Tax Delinquent Properties #2018-0813**

Area	Assessed Owner	Tax Map Number	Address	Amount Owed
Amboy	Wright Roger & Sharon (Obey Charles)	194.00-01-03.12	608 Little Pond Rd	
Cleveland	Clayton Alfred R	313.09-01-12	107 Center st	
Cleveland	White Harold III (191 Center Street Trust)	313.05-01-05	191 Center St	
Constantia	Rynearson Richard D Jr	296.00-04-20	129-31 Kibbie Lake Rd	
Constantia	Senn Thomas F	247.00-01-67	1313 Co rt 17	
Granby	Kimbrough Willie Est	288.03-01-31	39 Rodgers Dr	
Granby	Mc Kalsen Beverly	286.00-03-02	44 Sharp Rd	
Hannibal	Dashnau Donald A Jr	200.00-01-02.01	754 Rathburn Rd	
Hannibal	Dunham Beverly J	249.00-05-03	930 Co Rt 21	
Hannibal	Putnam Stephan E	233.00-03-29.39	9 Gregory Rd	
Central Square	Button Jennifer E	276.18-01-03	302 Ruth Rd	
Central Square	Pulis Thomas C	276.06-01-17	3260 Fulton Ave	
Hastings	Hall Janet	276.00-01-05	3351 St Rt 49	
Hastings	Weaver Howard ( Weaver Sharon)	208.01-02-15	7 Co Rt 38	
Mexico	Taylor Charles & Sara	134.14-02-07	61 Wayne street	
Mexico Town	Rowe James (Six Nations of Indians)	099.00-03-10	121 Gibbs road	
Mexico Town	Schaffer James	116.00-03-05.1	151 Dewey Road	
Mexico Town	Smith Joseph D, Irwin Jean M & Karen	115.00-01-24	303 George road	
Mexico Town	VanDyke David A	082.15-06-06	214 Mexico point drive	
New Haven	Hemingway Donald L & Barbara	170.00-01-12.1	785 Co Rt 35	
Orwell	Clemons Dean D & Barbara	062.00-01-02	2094-2102 co rt 2	
Oswego	Baker Donna Lee	164.00-07-03.01	311 Bunker Hill Road	
Oswego	Krawczyk Peter J	200.00-02-01.2	896-900 rathburn road	
Oswego	Pritchard John W Estate	181.00-02-14.122	851 St Rt 104	
Oswego	Stevens David L	145.00-01-06	7271 St Rt 104	
Palermo	Bristol Richard J	240.00-02-38.03	794 Ct Rt 33	

Palermo	Foster Allen R	188.00-02-05.2	2170 Ct Rt 4	
Palermo	Mifflin Shella M	205.00-07-01	103 Ct Rt 35	
Palermo	Morris Rodney & Michelle	239.00-02-24	67 Thompson Rd	
Palermo	Stott John W & Wilbur Christine	223.00-06-05	477 Ct Rt 18	
Palermo	Sturge David & Nancy	238.00-02-11	5203 St Rt 49	
Pulaski	Fisher David M & Susan	059.20-02-02	3898 Rome Road	
Pulaski	Greene Linda L	059.12-06-13	3408 Maple Ave	
Richland	Dano Crystal D & Lacelle David C	101.00-04-20.01	3943 US Rt 11	
Sandy Creek	Redman Michael & Betty Lou	017.20-02-04	225 Seber shores road	
Phoenix	Swenszkowski Sean P & Mayer Kelly	304.17-01-05	69 Cherry Street	
Schroeppel	Patchett Randall	315.00-01-37.04	73 Center road	
Schroeppel	Patnode Shirley	288.04-04-03	69 Canal Road	
Schroeppel	Van Dyke Wesley F Estate	289.00-01-09.01	394-96 st rte 264	
Volney	Brown Paul H	219.13-01-05	12 Barker Dr	
Volney	Dunsmoor Daniel J & Ada B	169.00-01-21	2999 Co Rt 4	
Volney	Jackson Cooper Lee	220.00-02-35.01	1586 Co Rt 6	
Volney	Nilsen, Kristin A	237.00-02-29	1331 Co Rt 6	
Volney	Osborne Shawn C	202.00-05-20.03	87 Kings Rd	
Volney	Reitz Thomas E Sr	186.00-03-24.05	808 Silk Road	
Volney	Richards Keller M	186.00-03-01	858 Baldwin Rd	
Volney	Ryder, Linda	184.00-03-21	64 March Rd	
Volney	Snyder Michelene A (Attn Michelene Grinnell)	203.00-02-44.02	16 Private Dr No 2	
West Monroe	Fortino Thomas P Estate	261.00-03-06	220-250 Pinnacle Rd	
West Monroe	Peterson Ann B	307.08-07-29.12	9 Bradbury Rd	
West Monroe	Schultz Edward E	243.00-03-15	476 Co Rt 84	
West Monroe	Webster James A	261.00-06-11.22	26 Morey Rd	
City of Oswego	Hillman Nellie	110.81-02-13	61 Mercer st	
City of Oswego	Lofthouse Brenda J	128.57-03-13	264 Duer St	
City of Oswego	Losurdo Ann L	128.73-01-08.1	231 Syracuse Ave	
City of Oswego	Shaw Gerald	128.40-03-45	9 E Seventh St	

**RESOLUTION NO. 176**

**RESOLUTION APPROVING AND OFFERING SUPPORT FOR THE  
CONSOLIDATION OF VITAL STATISTICS REGISTRAR DISTRICTS**

By Legislator David Holst:

WHEREAS, the Town Board of the Town of Sandy Creek adopted a Resolution on July 10, 2019 approving the consolidation of the Town and the Village of Lacona and the Village of Sandy Creek Vital Statistics Registration Districts into one primary Vital Statistics Registration District 3765; and

WHEREAS, the Village of Lacona adopted a Resolution approving the consolidation on July 8, 2019 and the Village of Sandy Creek adopted a Resolution on August 5, 2019 approving the consolidation; and

WHEREAS, in order for the New York State Commissioner of Health to better facilitate registration, the Commissioner may approve the consolidation of two or more primary registration districts into a single primary registration district; and

WHEREAS, New York State Public Health Law Section 4120 requires the approval of the legislative body of the county in which the affected districts are located, to combine two or more primary registration districts into a single primary registration district

NOW THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee, be it

RESOLVED, that the Oswego County Legislature hereby approves of the consolidation of the Village of Lacona, Village of Sandy Creek and the Town of Sandy Creek Vital Statistics Registration Districts into one District under the Town of Sandy Creek Vital Statistics Registration District 3765; and be it further

RESOLVED, that certified copies of this resolution be delivered to the Town of Sandy Creek, the Village of Lacona and the Village of Sandy Creek.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

**RESOLUTION NO. 177**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT-  
COUNTY CLERK**

By Legislator David Holst:

WHEREAS, the County Legislature has created Capital Project No.72 to renovate and expand the Records Center and DMV; and

WHEREAS, it is necessary to acquire the services of a government records management firm to work with the architect and County departments to transform and modernize the County's records management operations and improve efficiencies; and

WHEREAS, the County Clerk's office has been contracted with Access Systems from September 1, 2018 through August 31, 2019 for consulting services needed by the County, and wishes to continue working with Access Systems

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Government, Courts, and Consumer Affairs Committee, the Oswego County Legislature awards a professional service contract to Access Systems of Manlius, NY be paid with the remaining balance from allocated \$128,000 in the Development and Efficiencies Fund for September 1, 2019 through August 31, 2020, renewable for up to five years.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 178**

**RESOLUTION AUTHORIZING ENTRY INTO AN OPTION PURCHASE  
AGREEMENT WITH GYPSUM AVIATION SERVICES, LLC FOR THE  
ACQUISITION OF A HANGAR AND ESTABLISHING CAPITAL PROJECT  
NO. 109**

By Legislator David Holst:

WHEREAS, Gypsum Aviation Services, LLC has constructed a new commercial jet hangar at the Oswego County Airport to house its two aircraft and the building has a capacity to house four to five aircraft; and

WHEREAS, Gypsum Aviation Services, LLC and the County of Oswego desire to simultaneously end the company's land lease at the airport and transfer ownership of the new hangar to the County of Oswego by means of an Option to Purchase agreement; and

WHEREAS, the Oswego County Airport will realize new operational revenue by renting space at the new hangar and selling additional fuel, including receiving rental and fuel payments for Gypsum's aircraft based upon a new lease; and

WHEREAS, funding for this procurement is available from the Oswego County Tobacco Asset Securitization Corporation,

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

RESOLVED, that this Legislature authorizes the Chairman of the Legislature to execute the attached Option to Purchase agreement for the sum of \$852,300; and be it further

RESOLVED, that Capital Project No. 109 – Airport Hangar Acquisition be established with a maximum authorization of \$852,300; and be it further

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 shall be delivered to the County Treasurer and the Budget Officer, and the same shall be their authority to affect such transfer and make such adjustments.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

Authorized Budget Modification

Res. 178 of 2019

H529000.109

\$852,300

H450310.109

(\$852,300)

LEGISLATURE  
OSWEGO COUNTY

**OPTION AGREEMENT TO PURCHASE CERTAIN REAL PROPERTY  
LOCATED AT 40U AIRPORT DRIVE, TOWN OF VOLNEY**

**THIS AGREEMENT** made this \_\_\_\_ day of September, 2019 by and between **GYPSUM AVIATION SERVICES, LLC**, a domestic business corporation organized and existing under the laws of the State of New York with a principal business office located at 3334 Walters Road, Syracuse, New York 13209 (hereinafter referred to as the "Owner") and the **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York with a principal business office located at 46 East Bridge Street, Oswego, New York 13126 (hereinafter referred to as "County"),

**WITNESSETH:**

**1. GRANT OF OPTION TO PURCHASE**

- A. In consideration of the mutual promises of the parties, the Owner does hereby give and grant to Oswego County the exclusive and irrevocable right, privilege and option to purchase, under the conditions hereinafter provided, all of the Owner's right title and interest in the real property, buildings, fixtures and improvements which are located in the Town of Volney, County of Oswego, State of New York, and which is more particularly described as follows:

**A newly-constructed, one-story storage hangar (pre-engineered metal building) containing 12,000+/- square feet of gross building area on a 0.28+/- acre leased site together with all ancillary improvements and fixtures upon a leasehold premises currently occupied by Gypsum Aviation Services, LLC as a tenant of the County located at 40U Airport Drive (Tax Parcel No.: 219.00-05-06.17) in the Town of Volney, County of Oswego and State of New York. The owner further warrants and represents that it is the current tenant, and upon closing simultaneous termination of any leasehold interest in and to the land lease will occur. The county, as a partial inducement to purchase, agrees to enter into a hangar lease with Gypsum Aviation Services, LLC to become effective the day after closing for a portion of the hangar.**

**THIS OPTION IS EXPRESSLY CONTINGENT UPON APPROVAL OF THE 25 MEMBER OSWEGO COUNTY LEGISLATURE AT A MEETING WHICH WILL BE EVIDENCED BY PASSAGE OF A RESOLUTION TO APPROVE SAME.**

- B. All deposits and downpayments made by Oswego County to the Owner pursuant to this Agreement prior to the Closing shall be applied towards the Purchase Price of the Property. The Owner fully agrees and acknowledges that the consideration given by

Oswego County constitutes legal, adequate, and valuable consideration for the purposes of this Agreement.

- C. The total purchase price for the Property shall be **EIGHT HUNDRED FIFTY-TWO THOUSAND THREE-HUNDRED AND 00/100 U.S. DOLLARS (\$852,300.00)** (the "Purchase Price"). The Owner hereby acknowledges that an Option Deposit of **ONE THOUSAND AND 00/100 U.S. DOLLARS (\$1,000.00)** has been paid by Oswego County upon the execution of this agreement, the receipt of which is acknowledged by the Owner. The balance of the Purchase Price shall be paid by Oswego County to the Owner at closing upon the delivery of a deed.
- D. The "Effective Date" shall be the date that the last of the parties to this Agreement signs and executes below.

**2. Option Terms.**

- A. The Owner, in consideration for the payment of the Option Deposit and other consideration, does hereby give to Oswego County the exclusive right and option to purchase the Property described above (the "Option").
- B. The Option Deposit is non-refundable and shall be held by the Owner to be applied toward the Purchase Price of the Property. The deposit shall revert to the Owner absolutely and forever should Oswego County not exercise its rights under the terms of this Agreement.
- C. Oswego County may cancel this Agreement at any time. Oswego County shall have no claim to the return of the Deposit after the execution of this agreement should the county cancel this Agreement out of convenience.
- D. If Oswego County exercises this Option, the Option Deposit shall be applied towards the Purchase Price of the Property.
- E. Oswego County shall have the right to exercise this Option during a period of time beginning on **September 4, 2019**, the Effective Date, and lasting until **September 20, 2019**. Oswego County shall exercise this option by giving written notice by first class mail or Federal Express to the Owner at the address indicated above (the letter must be delivered to Owner by the time and date indicated above) or by hand delivering written notice to the Owner (with the Owner giving Oswego County a written receipt indicating the time and date of receipt). The date that the Owner receives this notice shall be known as the "Date of Commencement."
- F. It is understood and agreed that time is of essence as to the payment of the Purchase Price under this provision. If Oswego County does not exercise the terms of this Option by the ending date as specified above, then the right and option set forth herein shall immediately terminate and all deposits paid shall be kept by the Owner.



**3. Promises Of Parties Following Exercise Of Option.**

Subject to Oswego County exercising this Option, the Owner and Oswego County agree that the Owner shall sell and Oswego County shall buy the Property upon the following terms and conditions.

**A. Representations and Warranties.**

To induce Oswego County to enter into this Agreement, the Owner makes the following representations, warranties, and covenants:

1. Owner has good and marketable title to the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those restrictions appearing of record, taxes for the year of closing, encumbrances that will be cleared prior to closing, and encumbrances that will be cleared at the closing out of the Owner's proceeds from the Purchase Price.
2. There are no mechanic's lien foreclosures, bankruptcy proceedings, condemnations or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To the best of the Owner's knowledge, no condemnations or other proceeds are threatened or planned.
3. There are no toxic wastes on, in, or around the Property and the Property has not been used to manufacture, store, or dispose of environmentally hazardous materials.
4. There are no service contracts or agreements relating to the operation, maintenance, or security of the property under which the Owner is bound and which will survive the closing. Termination of the land lease in and to the property will occur at closing with the expectation that the County and Gypsum Aviation Services, LLC will enter into a new hangar lease for part of the hangar.
5. All encroachments, reservations, limitations, road right of ways, or servitudes affecting the Property are disclosed in the Public Records.
6. The Owner is not subject to any commitment, obligation, or agreement, including, but not limited to, mineral or natural gas leases or any right of first refusal or option to purchase, granted to a third party, which would or could prevent the Owner from completing the sale of the Property as contemplated by this Agreement.
7. Owner shall be in sole and exclusive possession of the Property and will deliver possession of the Property free of all leases on the Closing Date.
8. Oswego County's land lease with Owner will terminate as of the date of closing.

**B. Conditions Precedent.**

The obligations of Oswego County to close this transaction are subject to Oswego County having given Notice to Purchase and subject to the following:

1. All representations and warranties of the Owner shall be true and correct as of the Closing Date as if such representations and warranties were being made on such date.
2. Owner shall have performed all covenants to be performed by the Owner as is herein provided.
3. The Property covered by this agreement, at time of closing, shall be vacant and any tenant relocation costs shall be incurred by the Owner with the exception of aircraft owned by Gypsum Aviation Services, LLC.
4. Owner shall provide a corporate resolution authorizing this conveyance as a term and condition of the purchase.
5. If any of such conditions are not fulfilled on or as of the Closing Date, and notwithstanding anything to the contrary in this Agreement, Oswego County shall have the right to terminate this Agreement whereupon all parties shall be relieved of any further obligations hereunder.

**C. Clear Title.**

1. Within thirty (30) days of the execution of this Agreement by the Owner, the Owner shall deliver to Oswego County any "as built" plans or drawings and manufacturer's warranties for the Property that are in the Owner's possession or which the Owner might obtain possession of by reasonable efforts. Oswego County shall return these items to the Owner if the closing never occurs and this Contract is terminated. At closing, Oswego County shall pay for any update of the title information that might be necessary so as to enable Oswego County to obtain title insurance for the Property.
2. Owner shall convey a marketable title in and to the hangar and ancillary fixtures and improvements, subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement and those which shall be discharged by Owner at or before closing. Marketable title shall be determined according to applicable title standards adopted by authority of the New York State Bar Association and in accordance with law.
3. If Oswego County discovers that the title is defective, Oswego County shall notify the Owner in writing specifying the defect(s). If the defect(s) render the title unmarketable or uninsurable the Owner will have thirty (30) days from receipt of notice within which to remove the defect(s) of their own accord or to assist County in clearing same, and if the Owner and/or Oswego County are unsuccessful in removing them within such time,

Oswego County shall have the option of either accepting the title as it then is, or demanding a refund of all monies paid hereunder which shall forthwith be returned to Oswego County and thereupon Oswego County and the Owner shall be released as to one another of all further obligations under this Agreement.

**D. Closing.**

1. This transaction shall be closed and the deed and other closing papers delivered on or before **September 20, 2019** (the "Closing Date") unless extended by other provisions of this Contract or by the mutual consent of both parties. The closing shall be held in the county in which the Property is located, at the Oswego County Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126.
2. At closing, Oswego County shall pay the cash portion of the Purchase Price by bank cashier's check or county check either of which shall be issued by and drawn on a local institution and the Owner shall furnish the bill of sale and any corrective instruments that may be required in connection with perfecting the title. Oswego County shall furnish the closing statement. Owner shall also provide the County a W-9 in advance of closing.
3. Oswego County shall pay the following closing costs: the costs of any staked surveys and the title update charges necessary for the title insurance, if any. Oswego County shall also pay the cost of recording the deed and any other instruments such as affidavits or resolutions and title insurance premiums if any.
4. Owner shall be liable for the payment of NYS Transfer tax or sales tax as the result of this sale and the cost of filing any returns.

**E. Restrictions; Easements; Limitations.**

Oswego County shall take title subject to: zoning, restrictions, prohibitions, and other requirements imposed by governmental authority of record; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, and the following other exceptions (if any): **[NONE.]**; provided, however, that there exists at closing no violation of the foregoing and the same does not prevent the use of the property for Aviation Hangar purposes. Oswego County is exempt from local zoning and land use requirements.

**F. Survey of Property.**

Oswego County, at its sole expense and option, shall have the Property surveyed and certified by a registered State of New York land surveyor; the survey shall be staked. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, Agreement covenants, or applicable governmental regulations, the same shall be treated as a title defect. In such a case both Oswego County and the Owner shall attempt to

remedy same by negotiating in good faith to relocate the Property covered by this option to cure any setback or encroachment issue.

**G. Ingress and Egress.**

The Owner warrants that there is ingress and egress to the Property sufficient for its use for Aviation Hangar purposes and hereby grants Oswego County permission to enter the lands for surveying purposes.

**H. Liens.**

The Owner shall furnish to Oswego County at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to the Owner and further attesting that there have been no improvements or repairs to the Property immediately preceding the date of closing in a form satisfactory to Oswego County. If the Property has been improved, or repaired within such time, the Owner shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to the Owner's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property or personalty which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing. Oswego County shall provide the waivers or releases to Owner in such an instance.

**I. Prorations.**

There shall be no adjustments or refund to the Owner for County, Town, School, special district, fire, water or other *ad valorem* taxes and assessments as of closing. Taxes and assessments shall be current on the property conveyed hereunder through the day of the closing. National Grid gas and electric service and any OCWA water charges shall be paid in full at closing by Owner.

**J. Contract Not Recordable; Persons Bound; Notice.**

Neither this Agreement nor any notice thereof shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest or assigns. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to the party.

**K. Occupancy.**

Owner represents that there are no parties in occupancy other than the Owner and Gypsum Aviation Services, LLC. Owner agrees to deliver occupancy of the property at the time of closing unless otherwise stated herein. If occupancy is to be delivered prior to closing, Oswego County assumes all risk of loss to the Property and personalty for the date of occupancy,

and shall be responsible and liable for maintenance thereof from such date, and shall be deemed to have accepted the Property and personalty in their existing condition as of the time of taking occupancy unless otherwise stated herein or in a separate writing.

**L. Conveyance.**

Owner shall convey title to the Property by deed or bill of sale as appropriate to the status of the Owner, subject only to matters contained in Section C hereof and those otherwise accepted by Oswego County.

**M. Other Agreements.**

No prior or present agreements or representations shall be binding upon Oswego County or Owner unless included in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

**N. Typewritten or Handwritten Provisions.**

Typewritten or handwritten provisions inserted herein or attached hereto as exhibits or addenda shall control all printed provisions of this contract in conflict therewith. The parties have executed this agreement at Volney, New York on the day and year first above-written.

**O. Multiple Originals.**

This agreement may be executed in multiple originals however all original executed counterparts shall constitute but one agreement with the same force and effect.

**P. No Broker.**

The parties represent that no real estate broker or agent has helped to bring about any sale resulting from this Agreement.

**Q. Singular/Plural.**

Whenever the context of this Option Agreement so requires, the singular term "Owner" shall be deemed to include the plural.

**R. Entire Agreement.**

The rights and obligation of the parties and their respective agents, successors and assigns shall be subject to and governed by this Agreement, including any exhibits attached hereto, which supersede any other verbal understandings or writings between or among the parties.

**(THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**S. Modifications to be in Writing.**

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. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions of any written change or amendment to this Agreement.

**NOTICE: THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. DO NOT SIGN IF THERE ARE BLANK SPACES NOT FILLED IN. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**OWNER**

Dated: September \_\_\_\_, 2019

By:

\_\_\_\_\_  
Gypsum Aviation Services, LLC

**COUNTY OF OSWEGO**

Dated: September \_\_\_\_, 2019

By:

\_\_\_\_\_  
James Weatherup, Chair of the Legislature

**RESOLUTION NO. 179**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
THE NEW YORK STATE ENVIRONMENTAL SPILL PROTECTION FUND  
REGARDING THE DISPOSITION OF PROCEEDS CONCERNING CERTAIN TAX  
FORECLOSED PROPERTY**

By Legislator David Holst:

WHEREAS, the County of Oswego has heretofore foreclosed against certain blighted property in the Village of Phoenix located at 342 Main Street, Phoenix, NY (Tax Map #: 314.05-07-24, Spill No. 01-02128/PIN 05853, DEC Fund cleanup and removal costs: \$81,883.80 ); and

WHEREAS, this property has remained stagnant for many years due to former petroleum contamination and significant liens placed against the property for the state-funded cleanup and monitoring of the premises; and

WHEREAS, the NYS Environmental Spill Fund is desirous to enter into an agreement to release its lien on certain terms and conditions which would permit the property to be placed on the tax rolls again and hopefully into productive use; and

WHEREAS, this model works and can be used for other, foreclosed delinquent tax properties in the future,

NOW, THEREFORE, upon the recommendation of the Government, Courts and Consumer Affairs Committee and the County Attorney; it is hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute the annexed agreement with the NYS Environmental Spill Fund; and be it further

RESOLVED, that this agreement, when executed, shall be the County Treasurer's authority to disburse certain sale proceeds to the NYS Comptroller consistent with the terms of the agreement.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

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In the Matter of the Investigation and  
Remediation of Real Property Pursuant to  
Article 12 of the Navigation Law, by the

AGREEMENT FOR  
DISTRIBUTION OF  
PROCEEDS FROM TAX  
FORECLOSURE SALES

COUNTY OF OSWEGO

---

**WHEREAS:**

1. The New York Environmental Protection and Spill Compensation Fund (the "Fund") was created by Navigation Law § 179. The Administrator of the Fund is authorized to settle claims on behalf of the Fund. (Navigation Law §180).

2. The County of Oswego ("County") is a county, as defined in County Law § 3, with its principal place of business located at 46 East Bridge Street, Oswego, New York 13126.

3. Pursuant to Navigation Law Article 12, the Fund has expended cleanup and removal costs at the following property located in the County of Oswego:

"Estate of Charles P. Dix Site"

- Address: 342 Main Street, Phoenix, New York 13135
- Tax Map #: 314.05-07-24
- Spill No. 01-02128/PIN 05853
- Fund cleanup and removal costs: \$81,883.80

4. Navigation Law § 173 prohibits the discharge of petroleum, and Navigation Law § 181 provides that any person who discharges petroleum shall be strictly liable, without regard to fault, for all cleanup and removal costs.

5. The County is owed real property and school taxes, together with, as applicable, accrued interest and penalties, as of September \_\_\_\_, 2019, with respect to the Estate of Charles P. Dix Site in the amount of \$121,986.30.



6. The County has commenced and desires to complete an In Rem Tax Foreclosure proceeding ("Foreclosure Proceeding") pursuant to Real Property Tax Law ("RPTL") Article 11 with respect to the Estate of Charles P. Dix Site.

7. The County is desirous of completing the Foreclosure Proceeding in order to return the Estate of Charles P. Dix Site to the active tax rolls and obtain payment of some or all of the amounts owed for back taxes, fees, interest and penalties, but is concerned that, should the County take title to the Estate of Charles P. Dix Site, it may be deemed a responsible party under the strict liability provisions of Navigation Law Article 12.

8. To date, the Fund has no knowledge of any fact which indicates that the County is a responsible party under the strict liability provisions of Navigation Law Article 12 with respect to the Estate of Charles P. Dix Site.

9. The Fund and the County, therefore, agree that this Agreement is warranted in order to achieve the following goals:

- a. Pursuant to Section III of this Agreement, Release of the County and its eligible successors and assigns, as defined in Section III from any and all liability relating to the Estate of Charles P. Dix Site; and
- b. Distribution of auction sale proceeds obtained pursuant to the Foreclosure Proceeding conducted pursuant to RPTL Article 11 to partially offset the cleanup and removal costs expended by the Fund at the Estate of Charles P. Dix Site.

**NOW THEREFORE**, the Fund and the County agree as follows:

**I. Initial Payment**

In consideration of this Agreement, the County shall pay to the Fund, with respect to each of the Estate of Charles P. Dix Site, a non-refundable payment of fifty percent (50%) of the auction sale price, at the time of the tax auction sale for the Estate of Charles P. Dix Site, after taking title to the Spill Site in the Foreclosure Proceeding. Said payment will be made by the County within sixty (60) days following the tax auction and sale of the Estate of Charles P. Dix Site at the County's tax auction sale. Such payment shall be made payable to "Comptroller, State of New York" and the check memo line shall reference Spill No. 01-02128, PIN 05853 associated with the Estate of Charles P. Dix Site. Said payment shall be delivered to the Fund in accordance with Section VI of this Agreement.

**II. Foreclosure Proceedings**

- A. To the extent allowed under Law and provided the County does not determine it should withdraw the Estate of Charles P. Dix Site from the foreclosure pursuant to RPTL 1138, the County will complete an arm's length Foreclosure Proceeding pursuant to RPTL Article 11 as to the Charles P. Dix Site. If the County does not complete the foreclosure proceeding and take title to the Estate of Charles P. Dix Site, this agreement shall terminate and there shall be no further obligation or liability to either party by reason of this Agreement with respect to the Estate of Charles P. Dix Site.
- B. The County will, if title to the Estate of Charles P. Dix Site is acquired, hold a Public Auction by public outcry to the highest bidder on or about July 14, 2019, or

at a subsequent date or by private sale with respect to the Estate of Charles P. Dix Site. There will be no minimum bid required and the County may auction other properties, if any, at the same time, the proceeds of which will not be subject to this Agreement. Unless sold by private sale, the County agrees that it will include the Estate of Charles P. Dix Site in each of its Public Auctions until the Site is sold.

- C. The Oswego County Legislature has declared by resolution that upon the final sale of any property at the Public Auction or by private sale, no further approval by the County is required.
- D. The purchaser of the Estate of Charles P. Dix Site shall, respectively, be required to execute a sworn affidavit attesting to the fact that said purchaser has no relationship, whether a business, contractual, familial or agency, with any of the parties deemed responsible according to applicable principles of statutory or common law for the discharge of petroleum on or at that site.
- E. The County shall not deliver the tax deed to the purchaser of the Charles P. Dix Site until the proceeds of the sale have been paid to the Fund pursuant to the terms of this Agreement.

### III. Release of Liability

- A. Upon completion of the Foreclosure Proceeding and after compliance by the County with Section I and II.D of this Agreement, the Fund hereby acquits, and forever discharges the County, its officers, employees, or agents from any legal or equitable rights, claims, actions, proceedings, suits, causes of action, liabilities or demands which the State asserted or could have asserted against the County, for the

cleanup and removal costs incurred by the State through the date of this Agreement, including interest thereon and applicable penalties, which specifically relate to the discharge of petroleum product known as Spill No. 01-02128.

- B. The releases set forth in Paragraphs 1 and 4 of this Section III of this Agreement shall extend to the successors or assigns of the County (hereinafter, "eligible successors and assigns"); provided, however, that it shall not extend, nor can it be transferred to any successors or assigns of the County who are persons deemed responsible according to applicable principles of statutory or common law or to a person with interest by either a business, contractual, familial or agency, relationship for the discharge of petroleum known as Spill No. 01-02128.
- C. The Fund makes no agreements, promises, covenants, representations, or warranties regarding the past, present or future condition of the Estate of Charles P. Dix Site, including but not limited to any contamination, or other effects, resulting either directly or indirectly from discharges at the Estate of Charles P. Dix Site.
- D. By this Agreement, the Fund releases the County and any eligible successors and assigns from any and all claims, losses, costs and expenses, and liabilities, direct or indirect, that can be made by the State now or in the future under Article 12 of the Navigation Law or under any other State law, rule or regulation for clean-up costs associated with, arising out of, and/or relating to the condition of the Estate of Charles P. Dix Site, including but not limited to any and all discharges occurring at or on or which existed at the Estate of Charles P. Dix Site, prior to the date the

County becomes the owner of the Estate of Charles by reason of the Foreclosure Proceeding.

#### IV. Reservation of Rights

- A. Except as provided in Section III of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting the rights of the Fund with respect to any party other than the County and its eligible successors and assigns with respect to Spill No. 01-02128.
- B. The Fund explicitly reserves all rights with respect to any person, including the County and its successors or assigns, who is responsible according to applicable principles of statutory or common law for any discharge of petroleum occurring at the Estate of Charles P. Dix Site after the date upon which the County takes title to the Site.

#### V. Miscellaneous

- A. By entering into this Agreement, the County certifies that, to the best of its knowledge and belief, it has not caused or contributed to a discharge of petroleum at the Estate of Charles P. Dix Site.
- B. If the Fund determines that the information provided by the County is not materially accurate or complete or if the County otherwise fails to carry out its obligations under this Agreement, then this Agreement may be declared null and void and all rights that the Fund may have against the County shall thereby be reinstated.
- C. The County, for itself and its employees, agents, lessees, successors and assigns, affirmatively waives any right to make a claim against the Fund pursuant to

Navigation Law Article 12 with respect to Spill No. 01-02128 and hereby releases the State of New York from any and all present or future claims, with respect to Spill No. 01-02128.

D. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right the County otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or the County's insurers, for payments made previously or in the future for cleanup and removal costs.

E. If any party to this Agreement desires that any provision of the Agreement be changed, that party shall make timely written application to all other parties to the \_\_\_\_\_ Agreement, which application shall set forth the grounds for the relief sought.

F. No term, condition, understanding or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by all parties to the Agreement. No informal advice, guidance, suggestion or comment by the Fund regarding any report, proposal, plan, specification, schedule or any other \_\_\_\_\_ submittal shall be construed as relieving the County of the County's obligation to obtain such formal approvals as may be required by this Agreement.

G. The effective date of this Agreement shall be the date that the signature of the duly designated representative of the last of the parties thereto is affixed.

#### VI. Communications

All written communications required by this Agreement shall be transmitted by

United States Postal Service, by private courier service, or hand delivered to the following and may, in addition, be made by electronic means:

*To the Fund:*

Patrick J. Holloway, Manager  
New York Environmental Protection and  
Spill Compensation Fund  
Office of the State Comptroller  
110 State Street  
Albany, New York 12236

*To the County:*

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

NEW YORK ENVIRONMENTAL  
PROTECTION AND SPILL  
COMPENSATION FUND  
Office of the New York State Comptroller  
110 State Street, 9<sup>th</sup> Floor  
Albany, New York 12236

By:

Suzette Baker  
Debbie Hilson  
~~Executive Director~~

Dated: March , 2016  
Albany, New York

**CONSENT BY COUNTY**

The County of Oswego hereby consents to the entering of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

By: \_\_\_\_\_

Title: James Weatherup, Chair  
Oswego County Legislature

Dated: September\_\_\_\_, 2019

STATE OF NEW YORK  
COUNTY OF OSWEGO

On this \_\_\_\_ day of September, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Hon. James Weath as Chair of the County Legislature of the County of Oswego, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person or entity upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
NOTARY PUBLIC



**RESOLUTION NO. 180**

**RESOLUTION MEMORIALIZING THE UNITED STATES CONGRESS IN  
SUPPORT OF CLASSIFYING 911 TELECOMMUNICATORS AS A PROTECTIVE  
SERVICE OCCUPATION**

By Legislator Terry Wilbur:

WHEREAS, H.R 1629 and its Senate companion bill, also known as the '911 SAVES' Act, directs the US Office of Management and Budget to reclassify public safety telecommunicators from "Office and Administrative Support Occupations" to the category of "Protective Service Occupations"; and

WHEREAS, the federal government's Standard Occupational Classification System (SOCS) sorts workers into occupational categories for statistical purposes, according to the nature of the work performed and, in some cases, on the skills, education, or training needed to perform the work; and

WHEREAS, America's 911 telecommunicators are currently incorrectly categorized in the SOCS as an "Office of Administrative Support Occupations," a category which includes secretaries, office clerks, and taxicab dispatchers; and

WHEREAS, classifying 911 telecommunicators as an "Office and Administrative Support Occupation" fails to recognize their central role in public safety, their specialized training and skills, and their unique work environment; and

WHEREAS, classifying public safety telecommunicators as "Protective Service Occupations" – alongside police, firefighters, security guards, lifeguards, and others whose job it is to protect our communities – would better reflect the work they perform, and align the SOCS with related classification systems; now therefore

BE IT RESOLVED, that the Oswego County Legislature encourages all members of The State of Congressional delegation to support H.R. 1629, the Supporting Accurate Views of Emergency Services Act of 2019 (911 SAVES Act), which would direct the White House Office of Management and Budget (OMB) to reclassify public safety telecommunicators as a "Protective Service Occupation".

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

**RESOLUTION NO. 181**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION E911 –  
ADDITIONAL HOURS**

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 SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**A159900  
A3020.514300**

**Res. 181 of 2019**

**(\$9,000)  
\$9,000**

**RESOLUTION NO. 182**

**RESOLUTION AUTHORIZING APPOINTMENT OF OSWEGO COUNTY HIPAA  
INFORMATION TECHNOLOGY SECURITY OFFICER**

By Legislator Stephen Walpole:

WHEREAS, Oswego County is required by regulations to have a HIPAA (Health Insurance Portability and Accountability Act) Information Technology Security Officer; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body; be it

RESOLVED, that Greg Powlin, Manager of Information Technology, be, and hereby is, appointed to the position of HIPAA Information Technology Security Officer for the County of Oswego.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 183**

**RESOLUTION PROVIDING FOR TOURISM PROMOTION FOR THE COUNTY  
OF OSWEGO**

By Legislator Tim Stahl:

WHEREAS, the State of New York has established a Matching Funds Program for promoting tourism throughout the State, and

WHEREAS, in order to participate in said program, the county must provide partial funding and establish a Tourism Promotion Agency, and

WHEREAS, the Oswego County Legislature, by Resolution No. 71 of May 11, 1989, created the Oswego County Department of Promotion and Tourism for designation as the county's Tourism Promotion Agency, and

WHEREAS, by Resolution No. 28 of March 9, 2006 the Department of Promotion and Tourism was merged with the Department of Community Development & Planning to create the Department of Community Development, Tourism & Planning.

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

RESOLVED, that the Oswego County Legislature hereby designates the Oswego County Department of Community Development, Tourism and Planning as the sole and only Tourism Promotion Agency for the County of Oswego, pursuant to the provisions of Chapter 533 of the laws of 1978, and further authorizes said agency to make application for participation in the Tourism Matching Funds Program, and be it further

RESOLVED, that the Chairman of the Legislature is hereby authorized to enter into any contracts or agreements that may be necessary for the department to fulfill its mission.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 184**

**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, there is a mutual desire to advance the initiatives suggested in the plan; and

WHEREAS, the Oswego County Industrial Development Agency has proposed an agreement to jointly fund services from CenterState CEO that will facilitate the implementation of the plan at the cost of \$60,000; and

WHEREAS, there are funds (\$30,000) available in the Development and Efficiency Fund for this type of activity; therefore be it

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 this work.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

**RESOLUTION NO. 185**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND PLANNING  
TO ACCEPT STATE OPERATING ASSISTANCE (STOA) FUNDS**

By Legislator Tim Stahl:

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

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

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

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

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 185 of 2019

A1010.435940.OCOBO

(\$93,250.27)

A1010.546500.OCOBO

\$93,250.27

**RESOLUTION NO. 186**

**RESOLUTION AUTHORIZING THE CHAIRMAN TO RENEW AGREEMENTS  
WITH OSWEGO COUNTY SNOWMOBILE CLUBS FOR THE USE AND  
MAINTENANCE OF CERTAIN COUNTY LANDS**

By Legislator Tim Stahl:

WHEREAS, some of the best snowmobiling opportunities in New York are within the County of Oswego, and

WHEREAS, in partnership with 10 individual snowmobile clubs, Oswego County claims nearly 400 miles of groomed trails that connect us to neighboring counties and the New York State snowmobile trail system, and

WHEREAS, certain trails within the Oswego County trail network are on county land which for many years has been leased to the Mexico, Pulaski, Kasoag, Square Valley, Sterling, and Vanderbilt clubs who maintain these parcels in good working order in their respective jurisdictions, then therefore be it and it is hereby

RESOLVED, that the Chairman of the Legislature is authorized to enter into agreements with the aforementioned clubs for the 2019-2020 season and for each snowmobile season thereafter for a period not to exceed 5 years.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 187**

**RESOLUTION INCREASING PETTY CASH FUNDS – HEALTH DEPARTMENT**

By Legislator James Karasek:

WHEREAS, tis legislative body has heretofore established a petty cash fund for the Health Department in the amount of \$500; and

WHEREAS, the Health Department has identified the need to increase the amount of their petty cash fund to \$1000; and

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

RESOLVED, that the Oswego County Legislature hereby authorizes and increases the petty cash fund for the Health Department to \$1000; and be it further

RESOLVED, that a certified copy of this resolution to the County Treasurer be his authorization to increase said accounts.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE



**RESOLUTION NO. 188**

**RESOLUTION AUTHORIZING POSITION RECLASSIFICATION FOR  
HEALTHY FAMILIES PROGRAM**

By Legislator James Karasek:

WHEREAS, The Healthy Families program is now affiliated with the Healthy Families New York Multi-site system; and

WHEREAS, making additional and continued funding likely; and

WHEREAS, Healthy Families Oswego County has been staffed by existing employees in various roles; and

WHEREAS, one staff member holds the title of Account Clerk, however, performs duties above and beyond that title; and

WHEREAS, reclassification of the position from Account Clerk to Health Program Specialist is necessary to align the title, duties and salary; and

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

RESOLVED, that Chairman of Oswego County Legislature approve the proposed position reclassification.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 189**

**RESOLUTION AUTHORIZING NEW POSITION REQUEST – PUBLIC HEALTH  
TECHNICIAN**

By Legislator James Karasek:

WHEREAS, to correct current practices and to improve efficiency of environmental engineer in the division; and

WHEREAS, to create a Public Health Technician position in the Environmental Health Division to facilitate environmental engineer services; and

WHEREAS, with the recent state regional office engineers' visit to the County Health Department, it was realized that there was an urgent need to change some internal environmental engineer practices; and

WHEREAS, it was also realized that some current practices are not optimal, the engineer's work can be better streamlined and the review and approval process can be more efficient; and

WHEREAS, the position of Public Health Technician will be budget neutral in 2019 with savings from other vacancies in the department; and

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

RESOLVED, that Chairman of Oswego County Legislature approve the proposed new Public Health Technician position.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

**RESOLUTION NO. 190**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION  
HEALTH DEPARTMENT - COST OF SPRAYING TO CONTROL DISEASE  
CARRYING MOSQUITOES**

By Legislator James Karasek:

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

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

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

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 190 of 2019**

A4090.543800  
A4090.434010  
A4090.434010

\$34,724  
(\$27,583)  
(\$7,141)

**RESOLUTION NO. 191**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO THE 2019  
BUDGET FOR PREVENTIVE BIOLOGICALS EXPENSES – HEALTH  
DEPARTMENT**

By Legislator James Karasek:

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

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

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

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 191 of 2019**

A4035.545800  
A4035.434010  
A4035.544500

\$4,500  
(\$1,800)  
(\$2,700)

**RESOLUTION NO. 192**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF  
SOCIAL SERVICES TO ACCEPT STATE AID FOR THE HOMELESS  
SERVICES PLAN**

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 SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 192 of 2019

A6010.545500.IFAP  
A6010.436100

\$45,000  
(\$45,000)

**RESOLUTION NO. 193**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF  
SOCIAL SERVICES TO ACCEPT STATE AND FEDERAL AID FOR CENTRAL  
SERVICES IT STAFF**

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 SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 193 of 2019**

A6010.543800  
A6010.436090  
A6010.446100

\$493,236  
(\$24,630)  
(\$209,270)

**RESOLUTION NO. 194**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF  
SOCIAL SERVICES TO ACCEPT STATE AID FOR RAISE THE AGE  
PLACEMENTS**

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 SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**A6070.545500.RTA  
A6070.436090.RTA**

**Res. 194 of 2019**

**\$350,000  
(\$350,000)**

**RESOLUTION NO. 195**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF  
SOCIAL SERVICES TO ACCEPT TANF-SYEP FUNDING TO OPERATE TANF  
SUMMER YOUTH EMPLOYMENT PROGRAM**

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 SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 195 of 2019**

6370.447910	(\$28,972)
CD6292.511001	\$18,250
CD6292.590899	\$2,222
CD6292.514000	\$8,500



**RESOLUTION NO. 196**

**RESOLUTION ACCEPTING DONATION TO VETERANS SERVICES FROM  
PATHFINDER BANK**

By Legislator Roy Reehil:

WHEREAS, upon recommendation of the Human Service 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 it  
be further

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

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A6510.427050

Res. 196 of 2019

\$1,000

**RESOLUTION NO. 197**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT  
HUMAN RESOURCES DEPARTMENT - EMPLOYEE ASSISTANCE PROGRAM**

By Legislator John Martino:

WHEREAS, Oswego County has agreed to provide an Employee Assistance Program (EAP) through the collective bargaining process to represented employees; and

WHEREAS, the purpose of such plan is to provide employees with a professional, confidential service to resolve personal or work-related problems; and

WHEREAS, the Purchasing Department solicited requests for proposals (RFP #19-HR-001) from qualified providers and this process resulted in the receipt of six (6) proposals reviewed in detail; and

WHEREAS, upon review by the EAP Advisory Committee, Human Resources and Purchasing Departments, and recommendation of the Finance and Personnel Committee; be it

RESOLVED, that the Oswego County Legislature award the professional service contract to: Deer Oaks EAP Services, LLC, at the cost of \$1.75 per employee per month, for one (1) year, renewable upon mutual consent to a maximum of four (4) additional one-year terms, with an implementation date of October 1, 2019, and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Officer, Human Resources Director, and Purchasing Director shall be their authority to effect the procurement of services.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**RESOLUTION NO. 198**

**RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE UTILITY  
EASEMENT WITH NATIONAL GRID REGARDING CERTAIN COUNTY  
PROPERTY IN THE TOWN OF PALERMO (1827 COUNTY ROUTE 45)**

By Legislator Stephen Walpole:

WHEREAS, a new home is being constructed on County Route 45 in the Town of Palermo on private property across the road from county-owned lands; and

WHEREAS, in connection therewith, a new utility pole must be installed by National Grid on county property commonly known as 1827 County Route 45, Tax Map No.: 204.00-03-1.03 as shown on the annexed survey so that electric power lines may be run to the new home; and

WHEREAS, the owners hope to move into the new home in early October and cannot do so without power; and

WHEREAS, the new utility pole is at no cost to the county and a resolution is both necessary and desirable,

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

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute an easement running to Niagara Mohawk Power Corporation and related paperwork to effectuate filing thereof granting Niagara Mohawk Power Corporation d/b/a National Grid an easement to depicted on the attached survey map.

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

LEGISLATURE  
COUNTY  
OSWEGO

## GRANT OF EASEMENT

COUNTY OF OSWEGO, A MUNICIPAL CORPORATION OF THE STATE OF NEW YORK of 46 East Bridge Street, Oswego, New York 13126 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

**Section 1 – Description of the Easement.** The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, that portion of Grantor's Land described in Section 3 below (the "Trimming Easement Area") of any and all trees, limbs, branches, roots or vegetation and trim and remove danger trees adjacent to the Easement Area that, in the opinion of the Grantee may jeopardize the integrity of the Grantee's electric distribution facilities; Grantee shall follow accepted arboricultural standards which may require Grantor to make pruning cuts closer to the tree stems, outside the 10-foot easement area.

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Description of Grantor's Land.** The "Grantor's Land" is described in a certain Deed recorded in the Oswego County Clerk's Office on 10/30/2002 in Liber 2002 of Deeds at Page 15955 and consists of land described as being part of Tax Parcel No. 204.00-03-16.03 of the Town of Palermo, County of Oswego, New York, commonly known as 1827 County Route 45.

**Section 3 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled 14-19-27860987, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto. The "Trimming Easement Area" shall be a strip of land measured ten (10) feet from the outermost electric conductor on each side of the line.

**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

**Section 5 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, \_\_\_\_\_ has hereunto set his/her hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF OSWEGO, A MUNICIPAL  
CORPORATION OF THE STATE OF NEW YORK**

By: \_\_\_\_\_  
Signature

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

State of New York                    )  
  )  
County of \_\_\_\_\_          )       ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



TAX I.D. # 204.00-03-05.01

TRENCH WITHIN 5' OF DRIVEWAY  
PAD WITHIN 10' OF DRIVEWAY



ROW EASEMENT 10' WIDE

5' CENTER OF TRENCH

5'

ELECTRIC  
SOURCE

<<< RED SCHOOL HOUSE RD

COUNTY RTE 45

INSTALL NEW POLE

CL = 31'

INSTALL ANCHOR LL = 14'

CL = 45'

INSTALL NEW POLE  
CL = 35'

TAX I.D. # 204.00-03-16.03



Anchor - Install  
Pad - Install  
Pole (Sole NG) - existing  
Pole (Sole NG) - Install  
Service Point - non-critical  
Trench - existing

EASEMENT #:

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Hartranft, Gregory

DATE:

WORK ORDER #: 14-18-27880987

1838 COUNTY ROUTE 45  
FULTON, NY, 13089

OSWEGO COUNTY

nationalgrid

SHEET 1 OF 1

**RESOLUTION NO. 199**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION COUNTY  
CLERK – MOTOR VEHICLE OVERTIME HOURS**

By Legislator David Holst:

Upon approval of this body; be it

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

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

**ADOPTED BY A VOICE VOTE ON SEPTEMBER 12, 2019:**

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

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 199 of 2019**

**A1410.511000**

**(\$3,000)**

**A1411.512000**

**\$3,000**