

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

OSWEGO COUNTY LEGISLATURE

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RESOLUTION NO. 266

**RESOLUTION AUTHORIZING BUDGET MODIFICATION COUNTY CLERK –
REPRODUCTION EXPENSE**

By Legislator David Holst:

Upon recommendation of the Government, Courts & Consumer Affairs 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 GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A1410.511000
A1410.542500

Res. 266 of 2019

(\$20,000)
\$20,000

RESOLUTION NO. 267

**RESOLUTION AUTHORIZING BUDGET MODIFICATION COUNTY CLERK –
MOTOR VEHICLE ADDITIONAL HOURS**

By Legislator David Holst:

Upon recommendation of the Government, Courts & Consumer Affairs 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 GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 267 of 2019

A1411.511000

(\$10,000)

A1411.514300

\$10,000

RESOLUTION NO. 268

**RESOLUTION AUTHORIZING BUDGET MODIFICATION COUNTY CLERK –
MOTOR VEHICLE FURNITURE AND FURNISHINGS**

By Legislator David Holst:

Upon recommendation of the Government, Courts & Consumer Affairs 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 GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A1411.412554
A1411.521000**

Res. 268 of 2019

**(\$1,500)
\$1,500**

RESOLUTION NO. 269

RESOLUTION AUTHORIZING THE EXECUTION OF A CONFIDENTIALITY AGREEMENT WITH EXELON GENERATION, LLC AND NINE MILE POINT NUCLEAR STATION, LLC REGARDING REAL PROPERTY TAX MATTERS

By Legislator David Holst:

WHEREAS, the County of Oswego is involved in discussions involving the Town of Scriba, Nine Mile Point Nuclear Station, LLC, Exelon Generation, LLC and the Oswego City School District concerning real property taxes; and

WHEREAS, various proprietary information to be provided by the company requires the parties to enter into a confidentiality agreement to exchange said information and provide same to the appraiser retained by the municipalities; and

WHEREAS, the parties have arrived at confidentiality agreement terms which are acceptable to the parties,

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

RESOLVED, that the Chairman of the Legislature, the County Attorney and any other involved county official be and are hereby authorized to execute the annexed confidentiality agreement on behalf of the County of Oswego.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE



CONFIDENTIALITY AGREEMENT

NINE MILE POINT NUCLEAR STATION PILOT AND PROPERTY TAX MATTERS

This Confidentiality Agreement (“Agreement”) dated as of October 21, 2019 by and between Exelon Generation Company, LLC and Nine Mile Point Nuclear Station, LLC and their representatives (collectively, the “Company”), and representatives signing this Agreement (collectively, the “Tax Jurisdiction Representatives”) of the Town of Scriba (the “Town”), Oswego City School District (the “School District”), and Oswego County (the “County”, and together with the Town and School District, the “Tax Jurisdictions”), and any other parties determined to be additional necessary recipients by the Company or the Tax Jurisdiction Representatives (“Other Parties”) hereafter executing the Certification attached to this Agreement as Exhibit “A” (the “Certification”) (the Company, the Tax Jurisdiction Representatives, and Other Parties are collectively referred to herein as the “Parties”) witnesses that:

WHEREAS, Nine Mile Point Nuclear Station, LLC and the County of Oswego Industrial Development Agency entered into a payment in lieu of tax agreement dated as of February 27, 2017 (the “2017 PILOT Agreement”) for the benefit of the Tax Jurisdictions with respect to the Nine Mile 1 and Nine Mile 2 nuclear generating facilities (the “Facilities”), which are located within the Tax Jurisdictions; and

WHEREAS, the 2017 PILOT Agreement covers the fiscal years of the Tax Jurisdictions associated with the 2017, 2018, and 2019 assessment roll years and will remain effective through June 30, 2020 with respect to the School District and through December 31, 2020 with respect to the Town and the County; and

WHEREAS, Nine Mile 1 is owned by the Company and Nine Mile 2 is owned as a tenancy in common, with the Company owning eighty-two percent (82%) and the Long Island Power Authority (“LIPA”) owning eighteen percent (18%). The Company is the tax partner for Nine Mile 2 and has authority to negotiate tax matters for all interests in Nine Mile 2 and for Nine Mile 1; and

WHEREAS, the Parties desire to reach a mutually agreed upon new PILOT agreement for the Facilities with respect to payment obligations of the Company and tax revenues for the Tax Jurisdictions; and

WHEREAS, as part of the effort to achieve a new PILOT agreement, the Company is prepared, in its sole discretion, to disclose certain confidential information that could impact valuation of the Facilities and the negotiated agreement, it is hereby agreed by the Parties that:

A. Materials Covered

1. This Agreement shall apply to all oral or written information disclosed by the Company to the Tax Jurisdiction Representatives during the course of discussions relating to

valuation of the Facilities, the determination of the fair market value of the Facilities, or a new PILOT agreement for the Facilities, if such information is designated as "Confidential" by the Company ("Confidential Information"). Confidential Information shall include the following:

a. All oral and written communications, on any medium, including without limitation electronic mail, regarding method of valuation and fair market value of the Facilities designated as Confidential Information;

b. All oral and written communications, on any medium, including without limitation electronic mail, and any information exchanged between and among the Parties regarding the Facilities' operational matters related to security, income, expenses, assets, and liabilities, including forecasts and projections relating to same designated as Confidential Information; and

c. All oral and written communications, on any medium, including without limitation electronic mail, regarding the terms of any new PILOT agreement (including proposals therefor designated as Confidential Information).

2. The Parties acknowledge and agree that all Confidential Information shall be "trade secret" information or information which if disclosed would cause substantial injury to the competitive position of the Company, as those terms are defined by the New York State Freedom of Information Law ("FOIL"), New York State Public Officers Law §87(2)(d), and that such information shall be exempt from disclosure pursuant to FOIL.

3. Nothing herein shall create an obligation on the part of the Company to produce Confidential Information.

B. Materials and Information Not Covered

1. The following is excluded from the definition of "Confidential Information", as that term is defined in Section A above:

a. Confidential Information in the public domain or part of public literature.

b. Confidential Information supplied to any Party by a third party as a matter of right and not in violation of the confidentiality obligation created under this Agreement.

c. Confidential Information which can be shown by written documents or records to have been independently developed by any of the Parties prior to disclosure under the Agreement.

d. Confidential Information required to be disclosed by court order or other governmental requirement subject to the following: if any of the Parties other than the Company is requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or governmental agency, including requests under

provisions of FOIL, the recipient of such request or order shall, within a reasonable period, notify the Company of the existence, terms and circumstances surrounding the governmental request or requirement in order to afford the Company a reasonable opportunity to obtain a protective order or other appropriate protection.

C. Designation of Confidential Information

1. Documents produced by the Company may be designated as Confidential Information in the following manner:

- a. By sending written notice contemporaneously with the produced information and materials designating the information as Confidential; and
- b. By stamping or writing the terms "Confidential" or "Trade Secret" on the produced materials.

2. Inadvertent failure by the Company to designate documents as "Confidential Information" at the time of disclosure, so long as they are documents described in Section A(1) of this Agreement, shall not operate as a waiver of the Company's right to later designate the produced materials as such, provided that any disclosure by the Tax Jurisdictions between the initial production and the later designation shall not be deemed a breach of this Agreement.

3. All oral statements made during negotiating meetings and conference calls shall be deemed "Confidential Information" following notice of commencement of the business portion of such meetings and calls until such time as the Parties agree that the business portion of such meetings and calls has concluded.

D. Disclosure of Confidential Information

1. The Parties agree that all Confidential Information obtained in the course of discussions shall be held and maintained as confidential pursuant to this Agreement.

2. The Parties agree that Confidential Information shall only be disclosed to those Other Parties who have executed the Certification prior to any disclosure; provided, however, that nothing herein shall prevent the Company from disclosing its own documents or information, including materials provided by the Company in the context of discussions and deemed by the Company to be Confidential Information, to third parties not involved in the discussions, and such disclosure shall not require any consent or approval by the Tax Jurisdiction Representatives. Except as provided with respect to the Company's disclosure of its information, the Parties agree that prior to any disclosure to any Other Parties of the substance of any Confidential Information produced and reviewed pursuant to this Agreement, any such person(s) will be made aware of the terms and conditions of this Agreement and shall agree in writing to be bound thereby, by executing the Certification.

3. The Parties further agree that they will not knowingly disclose any Confidential Information reviewed pursuant to this Agreement to any person who is employed by, an agent for, or affiliated with a competitor of the Company.

4. In the event a FOIL request is made to any of the Tax Jurisdictions for Confidential Information, the Parties agree not to disclose such Confidential Information on the basis that it is exempt from disclosure pursuant to New York State Public Officers Law §87(2)(d). All Confidential information shall be presumed to be exempt from disclosure as trade secret or information which if disclosed would cause substantial injury to the competitive position of the Company. Each of the Tax Jurisdictions shall be obligated to respond to any such FOIL request at their respective cost and expense, and will give all other Parties prompt notice of such request. In the event an action or proceeding is brought by a third party against any Tax

Jurisdiction(s) to adjudicate the issue of whether Confidential Information is exempt from disclosure, the Company, at its own expense, shall be permitted to intervene in any such action or proceeding. The Tax Jurisdiction(s) against which such an action or proceeding is brought shall have the right to engage counsel in the defense of any such action or proceeding; provided, however, that the Company's counsel shall be permitted to serve as lead counsel and control strategy and the defense of any such action or proceeding. The Company shall indemnify the Tax Jurisdictions for all reasonable costs, expenditures, and legal fees incurred in the defense of litigation brought by third parties against the Tax Jurisdictions to compel disclosure of Confidential Information under FOIL in the event such litigation results in a court directive to release such information.

5. All Parties authorized by this Agreement to receive Confidential Information shall maintain such information as confidential and use such information solely for the purpose of discussing valuation of the Facilities or a new PILOT agreement. No Confidential Information shall be used for any business, commercial, competitive or other purpose than discussing a new PILOT agreement.

6. In the event that Confidential Information is disclosed to someone not authorized to receive such Confidential Information under this Agreement, whether advertently or inadvertently, or if any of the Parties breaches any of his or her obligations hereunder, the Party involved shall immediately give notice of such unauthorized disclosure or breach to the Company.

7. Recipients of Confidential Information, either by virtue of the direct application of this Agreement or by virtue of execution of the Certification, are bound by the terms and restrictions of this Agreement and subject themselves to the jurisdiction of the New York State Supreme Court, Oswego County for the purpose of enforcing the terms of the Agreement and determining appropriate sanctions for violations of this Agreement, which sanctions may include, but are not limited to, the granting of injunctive relief and monetary sanctions. Any such party breaching this Agreement shall reimburse the Company for all reasonable costs and attorneys' fees encountered by the Company in enforcing this Agreement.

8. Parties not in breach of this Agreement will not be liable for a breach of the Agreement by any other Party. The Company shall reimburse the Party against whom a breach is claimed for all reasonable costs and attorneys' fees incurred in the event the Company is not granted relief in such action.

9. (A) Disclosure to respective boards or legislative bodies.

i. In the interest of reaching agreement between the Company and the Tax Jurisdictions, the Parties shall have the right to disclose to their respective boards or legislative bodies a verbal summary of Confidential Information the Parties deem necessary to gain the approval of the respective boards or legislative bodies.

ii. The Parties may distribute copies of proposals to board members to facilitate discussion of a new PILOT agreement, but distributed materials shall be collected by the Tax Jurisdiction Representatives following such discussion.

iii. Any such disclosure by the Parties to their respective boards or legislative bodies shall be (a) made during executive session of the involved boards or legislative bodies, and (b) as limited as possible and made with the understanding that such descriptions are to be treated as confidential by the involved boards or legislative bodies.

iv. If a new PILOT agreement is agreed to by the Parties, they may disclose the actual form of the agreement reached, but not other Confidential Information.

(B) Disclosure to State and Federal elected officials.

i. The Parties shall have the right to disclose to their respective State and Federal elected officials a verbal summary of the status of negotiations.

10. Impasse. In the event either of the Tax Jurisdictions or the Company determines that the Parties have reached an impasse, the Party claiming impasse must provide written notice to the other Party and provide the other Party at least seven (7) business days to respond. If, after review of any response given and expiration of the 7-day period, the party claiming impasse determines that an impasse still exists, the Party claiming impasse will provide written notice to the other Party. Upon delivery of such final written confirmation of impasse, the Parties shall seek mediation regarding the valuation of the Facilities or the terms of a new PILOT agreement. The Parties agree that the Honorable Robert G. Hurlbutt shall serve as mediator unless a mutually agreed-upon alternative is selected. The Parties will use their best efforts to hold the mediation within thirty (30) days of the final written confirmation of impasse. The Parties agree to equally split the cost of the mediation. In the event the Parties do not reach an agreement on the terms of a new PILOT agreement following the conclusion of an unsuccessful mediation, either Party may then disclose that the Parties could not agree on the valuation of the Facility or the terms of a new PILOT agreement and may disclose the difference between the final offers of the Parties as well as the difference between the current PILOT terms and the Company's last offer to the Tax Jurisdictions.

E. Return of Confidential Information

1. At the Conclusion of Discussions. The Parties agree that at the conclusion of a new PILOT agreement or the term of this Agreement, whichever is longer, upon the written request of the Company to the Tax Jurisdiction Representatives and Other Parties shall (a) return to the Company all original documents and copies (except attorney work files) of Confidential Information provided pursuant to this Agreement. If the new PILOT agreement is longer than the term of this Agreement, the term of this Agreement shall be extended until expiration of the new PILOT agreement.

2. Under limited circumstances prior to the conclusion of discussions and at the Request of the Company, the Company shall have the option of requesting (at the time of disclosure) that certain Confidential Information not be copied in any manner and returned to the Company within a certain period of time. For example, the Company may hand out copies of Confidential Information at a meeting of the Parties and require that such information be returned to the Company at the conclusion of that meeting.

F. Miscellaneous

1. This Agreement shall be governed by the laws of the State of New York.

2. This Agreement shall have a term of three (3) years.

3. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or held unenforceable, the remainder shall not be affected thereby, and each term and provision shall be valid and enforced to the fullest extent permitted by law.

4. This Agreement or any provision hereof cannot be modified, waived or amended except in a writing signed by the Parties.

5. This Agreement sets forth the full and complete understanding of the Parties regarding the Confidential Information and supersedes all previous understandings, written or oral, which may have existed prior to the effective date hereof.

6. This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together, but one and the same agreement. This Agreement may be executed by a signature delivered electronically by facsimile or by the use of Adobe portable document format, which shall be deemed the same as an original signature.

7. This Agreement shall be effective as of the date first written above.

8. Confidential Information provided under protection of this Agreement shall not be used by any of the Tax Jurisdictions against the Company in any administrative or judicial proceeding, or in any other context.

9. The Tax Jurisdictions shall maintain and periodically update (with notice to the Company) a list of all Parties, including Other Parties.

10. The Parties agree that in the event of a Real Property Tax Law Article 7 proceeding is commenced by the Company regarding the Facilities, the Court having jurisdiction over that proceeding shall determine whether or not information produced in the context of discovery associated with such proceeding is subject to confidentiality protection. Confidential Information provided by the Company shall remain confidential under this Agreement unless such information is also disclosed in discovery and the Court determines such disclosed information is not subject to confidentiality protection.

11. The Company has agreed to enter into this Agreement, but the fact of such entry into this Agreement may not be used by either Party or their representatives in any future context.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above.

Exelon Generation Company, LLC
Nine Mile Point Nuclear Station, LLC

Tami Domeyer (Company)

Dated: _____

Peter Swartz
(Swartz Moses PLLC, attorneys for the Company)

Dated: _____

Tax Jurisdiction Representatives

(Town of Scriba)

Dated: _____

(Town of Scriba)

Dated: _____

(Oswego City School District)

Dated: _____

(Oswego City School District)

Dated: _____

(Oswego County)

Dated: _____

(Oswego County)

Dated: _____

EXHIBIT A

CERTIFICATION

I have read the annexed Confidentiality Agreement, dated as of October 21, 2019, understand its contents, and hereby undertake to make no disclosure of documents, materials, or other information designated "Confidential" by the Company ("Confidential Information") to any person who is not permitted to have access to such materials by such Confidentiality Agreement. In addition, I agree not to use such Confidential Information for any purpose whatsoever other than assistance in these discussions. I confirm that I am not employed by, an agent for, or affiliated with a competitor of the Company. I understand that a violation of this undertaking could subject me to legal and equitable remedies, including reasonable costs and attorneys' fees, of any Party seeking enforcement of the Confidentiality Agreement.

Name:

Affiliation:

RESOLUTION NO. 270

**RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT
APPRAISAL SERVICES – NINE MILE POINT NUCLEAR STATION, LLC**

By Legislator David Holst:

WHEREAS, the Exelon's Nine Mile Point Nuclear Station, Units 1 & 2, represent a significant portion of the county's tax assessment rolls; and

WHEREAS, an updated, credible professional appraisal of the value of the plant is critical to gauge whether any future tax agreement is in the best interests of the taxing jurisdictions or, alternatively, to establish a defensible assessed value for property tax assessment purposes; and

WHEREAS, the Oswego City School District and Town of Scriba have contracted with, or will contract with, George E. Sansoucy, P.E., LLC, which possesses the requisite skills and experience to conduct and appraisal for final roll purposes and to advise the taxing jurisdictions,

NOW, THEREFORE, BE IT

RESOLVED, upon the recommendation of the Government, Courts and Consumer Affairs Committee, and upon the prior contract awards by the town as assessing unit and school, the County of Oswego hereby awards a professional service contract for appraisal services to George E. Sansoucy, P.E., LLC in accordance with the terms and conditions set forth in the attached letter and fee schedule; and, it is further

RESOLVED, that the costs thereof shall be allocated and paid among the jurisdictions as is set forth in an inter-municipal agreement to be entered into as between the county, town and school district.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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



George E. Sansoucy, PE, LLC
Engineers & Appraisers

Via Electronic Mail

September 17, 2019

Joseph G. Shields, Esq.
Ferrara Fiorenza PC
5010 Campuswood Drive
East Syracuse, NY 13057

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

Kevin C. Caraccioli, Esq.
Caraccioli Law
175 E 7th Street
Oswego, NY 13126

RE: Proposal to Provide Valuation and Consulting Services Relating to the Nine Mile Point Nuclear Station

Gentlemen:

Thank you for the opportunity to submit a proposal to the tax jurisdictions for valuation and consulting services relating to the future assessment levels of the Nine Mile Point Nuclear (Station). The services to be provided will include three tasks which are discussed below, along with our budget estimates.

Scope of Services

The goal of this scope is to assist the tax jurisdictions in establishing a new Payment in Lieu of Taxes (PILOT) agreement or *ad valorem* tax value for the Station and will draw upon work we have done for the tax jurisdictions in the past.

Task 1

The first task in arriving at either a PILOT agreement or *ad valorem* tax value includes the research of documents both in the owner's control and in the public domain. In developing due diligence, we propose the following:

1. Prepare a Request for Documents to the Station's owner based on not only generic requests but also specific items it references in its financial filings.

George E. Sansoucy, PE, LLC
148 Main Street, Lancaster, NH 03584 Tel: 603-788-4000 gsansoucy@sansoucy.com
7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel: 603-431-7636 mail@sansoucy.com
419 SE Main Street, Suite 201, Simpsonville, SC 29681 Tel: 864-757-9575
Remittance Address 86 Reed Road., Lancaster, NH 03584

Joseph G. Shields, Esq., et al.
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2. Develop current market data for the upstate New York region.
3. Review the current status of the nuclear industry including sales trends, nuclear facility development trends, and other issues that will impact value.

The budget estimate for Task 1 is **\$10,000** and should be accomplished in less than two weeks.

Task 2

Task 2 will be the preparation of a range of values, in presentation format, for use by the tax jurisdictions in negotiations and internal discussions with their elected officials. The presentation will be based on information in the public record, information provided by the Station's owner, should it be available, and our analysis of this information. The presentation will provide a summary of current market conditions for the U.S. and New York electric markets, and the competitiveness of the Station in these markets. The presentation will also include a range of values for the Station and the level of anticipated taxes based on this value range. The Station's anticipated PILOT/*ad valorem* tax payments will be compared with agreements for other nuclear units in the U.S. and Northeast. The budget estimate for Task 2 is **\$25,000**.

Task 3

Task 3 involves working with the tax jurisdictions on potential PILOT scenarios and assistance with negotiations. This would be at the direction of the tax jurisdictions and may include preliminary meetings, presentations, etc. The budget estimate for Task 3 is **\$20,000**, but could be higher depending on the level of negotiations and requirement to attend meetings in the Oswego County area.

The schedule for completion of all work will be based upon a mutually acceptable date. All work will be performed upon request and billed monthly pursuant to the attached rate sheet.

We hope this proposal meets with your approval. If this proposal is acceptable, please contact my office and we will prepare a formal Agreement for your signatures.

Sincerely,



Glenn C. Walker
GCW/dl
Attachment

George E. Sansoucy, PE, LLC
148 Main Street, Lancaster, NH 03584 Tel: 603-788-4000 gsansoucy@sansoucy.com
7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel: 603-431-7636 mail@sansoucy.com
419 SE Main Street, Suite 201, Simpsonville, SC 29681 Tel: 864-757-9575
Remittance Address 86 Reed Road., Lancaster, NH 03584



George E. Sansoucy, PE, LLC
Engineers & Appraisers

2019

ENGINEERING AND APPRAISAL RATE SCHEDULE*

Principal engineers and senior appraisers, MBAs, including court testimony and deposition attendance.....	\$300.00/hour
Research engineers, associates, appraisers	\$250.00/hour
Technical personnel	\$175.00/hour
Clerical personnel	\$125.00/hour

- * All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

Rev. 10/25/2018-OS

RESOLUTION NO. 271

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SCRIBA AND OSWEGO CITY SCHOOL DISTRICT RELATIVE TO PROPERTY TAX NEGOTIATIONS CONCERNING NINE MILE POINT NUCLEAR, LLC

By Legislator David Holst:

WHEREAS, the Town of Scriba, the County of Oswego and the Oswego City School District (hereinafter the "Municipalities") all derive significant tax income from the Nine Mile Point Nuclear Station, LLC; and

WHEREAS, the Municipalities have common interests in obtaining an accurate, updated appraisal of this nuclear power plant for purposes negotiations with the plants' owners or placing same on the tax rolls and will require the services of a specialized appraiser; and

WHEREAS, the Municipalities have or will be retaining George E. Sansoucy, P.E., LLC to obtain an updated appraisal of the plant and may need to retain joint counsel and other experts in the future should same be necessary; and

WHEREAS, the Municipalities have reached an agreement regarding the payment and reimbursement of the costs incurred in these matters that is fair and equitable and reflected by tax rates; and

WHEREAS, said arrangement promotes inter-municipal cooperation,

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

RESOLVED, that the Chairman of the Legislature be, and is hereby, authorized to execute the annexed Intermunicipal Agreement with the Town of Scriba and the Oswego City School District.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

JOINT DEFENSE AND COST SHARING AGREEMENT

This Agreement is entered into this ____ day of December, 2019 by and between the County of Oswego ("County"), the Town of Scriba ("Town"), and the Oswego City School District ("School District").

1. Preamble. This Joint Defense Agreement (the Agreement) is intended to address the rights and responsibilities of the County, Town, and School District (collectively referred to as the "Taxing Jurisdictions") and their respective counsel, in furtherance of the joint and/or common legal representation effort on matters of common interest and/or concern on behalf of the Taxing Jurisdictions.

2. Nature of Matter. The Taxing Jurisdictions intend to collectively negotiate, and defend against any litigation arising out of, a Payment in Lieu of Taxes ("PILOT") agreement with Exelon Generation for the Nine Mile Point Nuclear Station (i.e. Nine Mile 1 and Nine Mile 2).

3. Retention of Counsel. The School District has retained Ferrara, Fiorenza P.C. to represent it. The Town has retained Caraccioli & Associates, PLLC to represent it. The County will be represented by Richard C. Mitchell, Esq., Oswego County Attorney.

4. Common Interests in Representation. The Taxing Jurisdictions anticipate that the nature of the Proceeding and the relationships among the Taxing Jurisdictions present common interests between the Taxing Jurisdictions warranting joint defense efforts. It is the desire and purpose of the Taxing Jurisdictions that every lawful, ethical, and proper step be taken to assure that their respective counsel share and exchange intelligence, strategies, legal theories, confidences and other secrets, information and documents, in order to advance their preparation, protect the Taxing Jurisdictions' interests and rights, reduce unnecessary duplication of effort, and reduce the overall cost of defending against petitioners' claims. Based upon these circumstances, considerations and needs, the Taxing Jurisdictions agree that they and their respective counsel will exchange and share information related to their common interest in pursuit of their joint defense efforts.

5. Applicability to Joint Representation Documents. The "common interest" or "joint defense" doctrine recognizes that such sharing of information for mutual benefit is not a waiver of applicable privileges, work product protections, or rules relating to discovery obligations, and provides that shared information remain secret, confidential, protected, and/or privileged. The Taxing Jurisdictions and their respective counsel recognize that disclosures among and between the Taxing Jurisdictions' respective counsel concerning matters of common interest are essential to the preparation of an effective representation and are therefore governed by the joint defense doctrine. No such sharing of any information, documents, or materials pursuant to this Agreement shall be deemed to be a waiver of any otherwise applicable privilege, work product protection, or rule of discovery. Due to confidential and privileged nature, all information, documents, and materials shared pursuant to this Agreement shall be exempt from disclosure under freedom of information laws. The Taxing Jurisdictions hereby expressly

reserve the right to assert any and all applicable privileges, immunities, and protections with respect to any and all of the information and materials involved.

6. Agreement to Share Information and Not to Disclose to Persons Not Signing this Agreement. To further the mutual interests of the Taxing Jurisdictions, the undersigned hereby agree: (a) to share and exchange, among and between themselves and the Taxing Jurisdictions, factual information relating to the above-referenced litigation, legal strategies and theories, attorney-work product, documents, and confidences for the limited and restricted purpose of assisting counsel in asserting common claims and asserting and protecting common interests of their respective clients, without authorizing or permitting any other publication or use; and (b) not to reveal to any third party (except the real estate appraiser hired to defend the Proceeding) any such information, legal strategy or theory, document, confidence or other secret which has been shared by another Taxing Jurisdiction or counsel for another Taxing Jurisdiction without both the prior written consent of the Taxing Jurisdiction who contributed the same or caused it to be contributed to the joint representation effort and the written prior acknowledgment and agreement, of the third party receiving disclosure acknowledging notice of this Agreement and agreement to be bound by its terms.

7. No Ability to Bind another Party. Although the Taxing Jurisdictions shall jointly defend this matter, no one Taxing Jurisdiction, or its legal representative, has the ability or authorization to bind another Taxing Jurisdiction. All decisions with respect to selection of appraisers and other experts, costs, scheduling, and settlement shall be subject to the approval of each Taxing Jurisdiction and their respective Boards.

8. Sharing of Costs. To reduce the overall cost of negotiating a new payment in lieu of tax agreement and defending against a tax certiorari proceeding, the Taxing Jurisdictions shall share appraisal expenses and trial related expenses pursuant to the formula set forth below:

Taxing Jurisdiction	Share
Town	4%
County	27.5%
School District	68.5%

9. Allocation of PILOT Payments. The parties collectively agree to allocation payments under any future PILOT agreement, pursuant to the formula set forth below:

Taxing Jurisdiction	Share
Town	4%
County	27.5%
School District	68.5%

10. Withdrawal or Breach of this Agreement Shall Operate Prospectively Only. Withdrawal from this Agreement shall operate prospectively only. The applicable privileges, work product protections, or rules relating to discovery obligations relating to information previously disclosed during the time the Agreement shall remain in force after withdrawal or

termination of this Agreement. Each Taxing Jurisdiction agrees to notify each other Taxing Jurisdiction if efforts are made by anyone to cause a breach of this Agreement.

11. Modifications. This Agreement may not be modified except by writing, duly executed by all signatories. This Agreement supersedes prior negotiations, representations and agreements, whether written or oral. Any documents executed by the Taxing Jurisdictions prior to the effective date of this Agreement shall not modify any of the terms of the Agreement.

12. Benefit of Counsel. Each Taxing Jurisdiction acknowledges that it has had the benefit of counsel in reviewing and approving this Agreement, and that no Taxing Jurisdiction shall be construed as the sole draftsman of the Agreement.

13. Waiver. The waiver, express or implied, by any Taxing Jurisdiction of any right hereunder or of any future to perform or breach hereof by another Taxing Jurisdiction shall not constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by another Taxing Jurisdiction, whether of a similar or dissimilar nature.

14. Severability. If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the parties.

15. Representation on Authority of Parties/Signatories. Each individual executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement on behalf of the taxing jurisdiction. Each individual executing this Agreement further represents and warrants that the performance of such taxing jurisdiction's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding such taxing jurisdiction and enforceable in accordance with its terms.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

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TOWN OF SCRIBA

By: _____ L.S.
Rob Ramsey, Supervisor

Date: December ____, 2019

COUNTY OF OSWEGO

By: _____ L.S.
James Weatherup, Chairman of the Legislature

Date: December ____, 2019

OSWEGO CITY SCHOOL DISTRICT

By: _____ L.S.
Dr. Dean F. Goewey, Superintendent

Date: December ____, 2019

RESOLUTION NO. 272

**RESOLUTION AUTHORIZING BUDGET MODIFICATION SHERIFF'S OFFICE
INSURANCE RECOVERY FUND TRANSFER TO AUTOMOTIVE EQUIPMENT**

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 GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

A1325.426800
A3110.523000

Res. 272 of 2019

(\$28,527.49)
\$28,527.49

RESOLUTION NO. 273

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT
REGARDING THE FULTON (EMERY STREET) TOWER SITE WITH NEW
CINGULAR WIRELESS, PCS, LLC**

By Legislator Terry Wilbur:

WHEREAS, the County of Oswego has, heretofore, constructed a communications tower within the City of Fulton for E-911 public safety and county communications purposes located at 838B Emery Street, Fulton, NY; and

WHEREAS, there is remaining unused space for an additional tenant upon said tower which is desirable to New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (hereinafter "New Cingular") as tenant; and

WHEREAS, certain engineering and radio interference studies have been conducted and the proposed lease will not have an effect on county operations; and

WHEREAS, the placement of cellular antennae upon the tower will improve cell phone communications for subscribers of AT&T in the City of Fulton and in surrounding areas; and

WHEREAS, New Cingular has agreed to pay market rents acceptable to the Department of Emergency Communications with an escalator for subsequent lease terms; and

WHEREAS, a resolution is required under County of Oswego Local Law Number 2 of 2005 to enter into said lease,

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

RESOLVED, that, in light of the foregoing, the unique nature of cell tower markets and the fact other cell carriers are well-established in the area, the county hereby waives the requirement for publicly let bids or proposals for this lease; and it is further

RESOLVED, that the Chair of the Legislature be and is hereby authorized to enter into a lease with New Cingular in acceptable form to the Department of Emergency Communications and the County Attorney for an initial five (5) year term with subsequent renewal terms authorized up to twenty (20) years in accordance with the annexed term sheet; and it is further

RESOLVED, that the initial rent shall be \$2,200 per month with a two (2) percent escalator in rent upon the commencement of any renewal term.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

FULTON ONTARIO // AT&T NSB LEASE

LEASE TERM SHEET

Landlord: Oswego County

Tenant: AT&T Mobility

Premises Address: 838B Emery St. Fulton, NY 13069

Lease Area Description: Approximately 250 square feet, shown on the plan attached as Exhibit A

Option to Lease: 1 year \$1,000/month for option term.

Term: 5 years ("Initial Term"), will automatically renew for (3) additional 5-year terms ("Extension Terms"). Total lease of 20 years. Tenant must provide (60) days written notice of intention not to renew.

Base Rent: \$2,200, annual escalation of 2%. Effective date on the first day of the month following date that Tenant commences construction.

Termination: By either party on 30 days written notice if the other party remain in default under Section 15 of the lease. By Tenant if Tenant is unable to obtain any required approvals or issuance of license or permit by any agency. By Tenant with written notice to Landlord at any time prior to commencement of construction. By Tenant for no reason if a termination fee is paid to Landlord. Landlord if Tenant space is needed for public purposes is permissible after 10 years (initial term and first renewal term).

Interference: Landlord and Tenant will not cause interference to the others equipment. Tenant will not cause interference to other tenants' equipment as well as lawfully installed and properly operated emergency equipment on the tower.

Access: Tenant will have 24/7 access to the site. Tenant understand snow removal may be intermittent in the winter months. Any use of UAS for commercial purposes are subject to all FAA regulations and approvals. Tenants damages in the event of denial of access are limited to abatement of rent, after notification and no actions taken by Landlord.

Removal: After 120 days equipment is deemed abandoned and owned by Landlord. Removal will be at Landlord's expense but will be reimbursable by Tenant in less Landlord does not object to equipment remaining.

Maintenance/ Utilities: Tenant and Landlord will keep the site in good condition with exception from the elements. Tenant will always have rights to sufficient structural loading capacity on the Tower of 35,000 sq in of Wind Load Surface Area during the term of the lease. Tenant will either submeter from Landlord's service entrance via a separate utility meter billed directly to Tenant or have right to install own metered utilities.

Taxes: Tenant taxes paid directly to taxing authority

RESOLUTION NO. 274

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT FOR
MEDICAL DIRECTOR SERVICES FOR BOTH THE E-911 CENTER AND
EMERGENCY MANAGEMENT**

By Legislator Terry Wilbur:

WHEREAS, the County of Oswego desires to obtain required Medical Director Services from a qualified entity; and

WHEREAS, Oswego County issued RFP #19-EM-001 and received no respondents; and

WHEREAS, E-911 and Emergency Management has identified an interested Doctor and directly offered services and interviewed the interested Doctor and find all requirements are understood; and

WHEREAS, the Public Safety Committee recommends the execution of a Professional Services Contract with Joseph Markham, MD; now therefore

BE IT RESOLVED, that the County of Oswego award a Professional Services Contract for Medical Director Services to Joseph Markham, of Bernhards Bay NY for the purpose of providing this required service to both the E-911 Center and Emergency Management Departments for the total sum of \$15,000 per year.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 275

**RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT NO. 90
– SHERIFF’S VEHICLES 2019**

By Legislator Terry Wilbur:

WHEREAS, this body has heretofore established Capital Project No. 90 – Sheriff’s Vehicles - 2019 with a maximum authorization of \$251,000; and

WHEREAS, the bid for 4 Tahoe’s came in for more than what was available in the project; and

WHEREAS, the Sheriff has the necessary funds available in his budget to cover the shortfall.

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

RESOLVED, that the Treasurer is hereby authorized to transfer \$42,854 from A3110_523000 – Automotive Equipment to Capital Project No. 90 – Sheriff’s Vehicles – 2019 and that the following project is hereby authorized for the maximum expenditure as indicated.

Capital Project

Total Authorization

CP No.90 – Sheriff’s Vehicles - 2019

\$293,854

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

Authorized Budget Modification

Res. 275 of 2019

H529000.90

\$42,854

H450310.90

(\$42,854)

RESOLUTION NO. 276

**RESOLUTION IMPLORING THE STATE OF NEW YORK TO IMMEDIATELY
AMEND OR DELAY IMPLEMENTATION OF BAIL AND DISCOVERY REFORM
LAWS THAT WILL ENDANGER THE PEOPLE OF NEW YORK AND REVERSE
DECADES OF BIPARTISAN PROGRESS IN REDUCING CRIME**

By Legislator Terry Wilbur:

WHEREAS, the Oswego County Legislature recognizes the need for statewide bail and discovery reform; and

WHEREAS, protecting the people from harm by enforcing the rule of law is the foundational role of government; and

WHEREAS, County governments are vested by the State of New York with the responsibility to protect the most vulnerable among us, including the socioeconomically disadvantaged, the disabled, the elderly, and children; and

WHEREAS, no group is more vulnerable than the victims of crime, and a just society demands that crime victims should be recognized as key participants within the criminal justice system and be treated with dignity, fairness, and respect; and

WHEREAS, for the past twenty-five years the State of New York has committed itself to reducing crime, and has succeeded as evidenced by official U.S. Department of Justice Uniform Crime Reporting Statistics showing that New York transformed from the second most dangerous state in America in the early 1990s to the safest large state in America by the early 2000s; and

WHEREAS, in the final stages of adopting its FY 2020 budget, without first carefully examining potential unintended and harmful consequences, the State of New York enacted sweeping and ill-conceived criminal justice reforms including the elimination of cash bail for many specific enumerated crimes and the imposition of stringent discovery mandates on police and prosecutors; and

WHEREAS, under bail reform, beginning January 1, 2020, judges will be stripped of their discretion to set bail for many specific enumerated crimes, which means those suspected of committing these crimes can no longer be held in jail after their arrest, regardless of the strength of the case against these defendants, or the length of the potential sentence faced by these defendants, or the extent of the harm allegedly caused by these defendants, and instead these defendants will be released back into the general public; and

WHEREAS, these crimes include those that result in the deaths of innocent people, including several subcategories of homicide and manslaughter, resulting in those responsible for these deaths being released back into the community of grieving families; and

WHEREAS, these crimes include Making a Terroristic Threat and Money Laundering in Support of Terrorism in the Third and Fourth degree, resulting in those alleged to have supported terrorism in this manner, or who have threatened to commit acts of terrorism, being released immediately from police custody; and

WHEREAS, these crimes include Promoting an Obscene Sexual Performance by a Child; Possessing an Obscene Sexual Performance by a Child; Failure to Register as a Sex Offender; and Patronizing a Person for Prostitution in a School Zone, resulting in suspected child predators being released and returning into our community; and

WHEREAS, these crimes include Aggravated Assault Upon a Person Less than Eleven Years Old; Reckless Assault of a Child by a Daycare Provider; Criminal Sale of a Controlled Substance to a Child; Abandonment of a Child; and Criminal Possession of a Weapon on School Grounds, resulting in those suspected to have physically harmed or endangered children in this manner being free from custody; and

WHEREAS, these crimes include Female Genital Mutilation; Stalking in the Second Degree; and Aggravated Harassment, resulting in those suspected of violating victims in this manner being returned to the community of those victims; and

WHEREAS, these crimes include Endangering the Welfare of a Vulnerable Elderly Person or an Incompetent or Physically Disabled Person, resulting in the potential for further endangerment of seniors and these defenseless individuals; and

WHEREAS, these crimes include Aggravated Cruelty to Animals; Torturing Animals and Injuring Animals, resulting in the immediate release of those suspected of deliberately injuring, torturing and killing animals; and

WHEREAS, these crimes include Assault in the Third Degree, Aggravated Vehicular Assault, and other crimes of physical violence against people; and

WHEREAS, these crimes include Burglary of a Residence, resulting in the immediate release of these individuals back into the neighborhoods they are suspected of targeting; and

WHEREAS, these crimes include Bail Jumping and Unlawfully Fleeing a Police Officer in a Motor Vehicle, resulting in release on recognizance of the very individuals who have demonstrated a propensity to evade the law; and

WHEREAS, all of the offenders mentioned heretofore are at risk of not showing up for court, thereby placing a burden on public employees who, under this law, are required to send multiple court appearance reminders to these offenders, as well as police officers and District Attorneys who must commit resources to tracking and pursuing those who evade prosecution; and

WHEREAS, all offenders who are currently being held in custody for non-qualifying crimes including those mentioned heretofore will be eligible for release from custody on January 1, 2020; and

WHEREAS, the discovery mandates imposed by the State of New York will require police and District Attorneys, beginning January 1, 2020, to turn over voluminous trial-related materials to defense attorneys within 15 days, creating a mandate that will inevitably not be achieved in some cases and may result in the inability of the People to properly prosecute cases against criminal defendants; and

WHEREAS, the office of New York State's chief law enforcement officer, Attorney General Letitia James, testified at a state legislative hearing on October 28, 2019, that there will be implementation difficulties because prosecutors across the state lack the resources required to fully comply with discovery mandates; and

WHEREAS, the Attorney General's office further testified that their own office, which carries a limited criminal caseload, lacks resources required to fully comply with discovery mandates and consequently needs an additional \$10 million in state funding; and

WHEREAS, discovery reform will also result in an opportunity for defendants to gain access to crime scenes that may include a victim's residence, thereby giving defendants accused of burglaries, assaults, rapes and other crimes committed in victims' homes the right to return to those same homes; and

WHEREAS, the issues mentioned heretofore will undeniably impact past, present and future victims of crime in a negative manner, and in so doing, the bail and discovery reforms adopted by the State of New York will themselves further victimize these innocent individuals; and

WHEREAS, these bail and discovery laws, in their current form, represent a clear and present danger to society, will tilt the scales of justice in favor of suspected criminals and away from innocent crime victims, and risk reversing decades of bipartisan progress made by the State of New York in reducing crime; and

WHEREAS, the fundamental responsibility of governments to protect the vulnerable in society demands that the shortcomings of these laws be remedied prior to their effective date of January 1, 2020, now, therefore, be it

RESOLVED, that the Oswego County Legislature hereby implores the State of New York to immediately amend or otherwise delay implementation of these laws by convening an emergency session of the State Legislature, or by emergency executive authority, or by any other means deemed possible by the State, and to do so before December 31, 2019, and be it further

RESOLVED, that the following improvements to these laws be implemented as soon as possible:

1. Give judges the discretion to impose bail when appropriate for all of the crimes enumerated in this Resolution;
2. Increase the discovery timeline from 15 days to a minimum of 45 days;
3. Phase in discovery reform by applying these new mandates only to misdemeanors effective January 1, 2020, and then to felonies effective January 1, 2021, and repeal

the provision that makes the new discovery mandates applicable to violations of the Vehicle and Traffic Law;

4. Require that court appearance reminders are sent not only to defendants but also to the victims of their crimes; and
5. Extend appropriate dignity, fairness and respect to crime victims by soliciting input from victim advocate organizations and considering their suggestions for improving these laws; and be it further

RESOLVED, that the Oswego County Legislature asks all counties in New York State to urge their state representatives to take immediate action on the foregoing issues; and be it further

RESOLVED, that copies of this resolution be provided to every member of the New York State Legislature, Governor Andrew Cuomo, Lieutenant Governor Kathy Hochul, Attorney General Letitia James, Congressman John Katko, Congressman Anthony Brindisi, Senator Kirsten Gillibrand, Senator Charles Schumer, the New York State Association of Counties, the New York State Sheriffs' Association, the New York State Association of Chiefs of Police, the District Attorneys Association of New York, the New York State Defenders Association, the New York State Probation Officers Association, the New York Council of Probation Administrators, the Association of Justices of the Supreme Court of the State of New York, the New York State Association of City Court Judges, the County Judges Association of the State of New York, the County Attorneys' Association of the State of New York, and Central New York media outlets.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 277

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE A LEASE AGREEMENT WITH OSWEGO HOSPITAL MENTAL HEALTH DIVISION

By Legislator Stephen Walpole:

WHEREAS, the County of Oswego has enjoyed a longstanding relationship with Oswego Hospital regarding its use and occupancy of the Bunner Street Office Complex; and

WHEREAS, the current lease with the Hospital is set to expire on January 1, 2020; and

WHEREAS, the Hospital has executed a proposed lease which will run from January 1, 2020 through October 31, 2020, with an option to renew on a month to month basis thereafter; and

WHEREAS, the continued leasing of this facility to the Hospital is in the county's best interests and provides a local facility for county residents in need of mental health services at the same time,

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 the annexed lease agreement with Oswego Hospital, Inc.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

**THIRD RENEWAL OF LEASE AND AGREEMENT
BY AND BETWEEN THE COUNTY OF OSWEGO
AND OSWEGO HOSPITAL, INC., MENTAL HEALTH DIVISION**

This **THIRD RENEWAL OF LEASE AND AGREEMENT** entered into this ____ day of December, 2019 ("Effective Date") by and between **COUNTY OF OSWEGO**, a municipal corporation by and of the State of New York with its principal offices located at the Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126, hereinafter referred to as "**LANDLORD**" hereby leases to the **OSWEGO HOSPITAL, INC.**, a non-profit corporation organized and existing under the laws of the State of New York, hereinafter referred to as "**TENANT**" certain premises located at 74 Bunner Street, Oswego, New York commonly known and referred to as the Oswego County Office Complex and consisting of a two-story, commercial building and attendant parking area/driveway on the following terms and conditions:

WITNESSETH:

- COUNTY OF OSWEGO
1. The parties are desirous of renewing, upon certain terms, the original 2012 Lease and Agreement between the parties concerning the following premises, to-wit: Premises demised herein shall include 21,100 +/- square feet of clinical, dormitory and office space. The address for the Premises is: 74 Bunner Street, Oswego, New York.
 2. **THE LEASE AND AGREEMENT HEREBY IS AMENDED TO READ AS FOLLOWS** (Paragraphs as numbered in original Lease):
 2. **Term:** The Term of this Lease shall be for TEN (10) MONTHS commencing at 12:01 A.M. on January 1st, 2020 ("Commencement Date") and ending at 11:59 P.M. on October 31st, 2020 unless sooner terminated as provided herein. Until the Commencement Date, any prior leases or month-to-month tenancies with the Landlord remain in full force and effect. This Lease may be renewed on a month to month basis beginning on November 1, 2020 at the option of the Landlord. The Tenant shall exercise said option to renew and continue as a month to month tenant on the same Lease terms by notifying the Landlord by registered mail a minimum of thirty (30) days prior to the termination of the Lease. Should the lease not be renewed, or should the lease expire on its own terms, the lease shall be converted to a month-to-month tenancy on the same Lease terms.
 4. **Rent:** Tenant agrees to pay, and Landlord agrees to accept, as rent for the use and occupancy of said premises, rent of **ONE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED AND NINETY NINE DOLLARS AND 32/100 DOLLARS (\$133,799.32) PER YEAR**. Said rent is to be paid in equal monthly installments of **THIRTEEN THOUSAND THREE HUNDRED AND SEVENTY NINE DOLLARS AND 93/100 DOLLARS (\$13,379.93)** in advance of the first day of each and every month to the following address: **Oswego County Treasurer's Office, Attn: Lease Proceeds, Legislative Office Building, 46 East Bridge Street, Oswego, New York 13126.** Each term of any month to month tenancy shall be paid as an equal installment at the price above for the remainder of the calendar year in which the lease is renewed. On any Anniversary of the lease date and every Anniversary thereafter, the Tenant agrees to pay an additional rent over the previous year's rental in an amount equal to two (2) percent increase over the previous year's rent.



All other terms and conditions of the original lease remain in full force and effect except as amended herein. This renewal has been approved by the Infrastructure and Facilities Committee of the Oswego County Legislature pursuant to local law.

WHEREFORE, we have set our hands and seals on the date and year first above written.

COUNTY OF OSWEGO

By:

Hon. James Weatherup, Chairman of the Legislature

OSWEGO HOSPITAL, INC.

By:

Michael A. Harlovic, President and CEO

COUNTY OF OSWEGO



RESOLUTION NO. 278

**RESOLUTION AUTHORIZING BUDGET MODIFICATION
DEPARTMENT OF SOLID WASTE – E-WASTE RECYCLING GRANT**

By Legislator Stephen Walpole:

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

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

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

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 278 of 2019

**CL8160.543800
CL8160.439890**

**(\$10,808.56)
\$10,808.56**

RESOLUTION NO. 279

**RESOLUTION ALLOCATING HOTEL OR MOTEL OCCUPANCY TAX
REVENUES AND PROVIDING DISTRIBUTION OF OCCUPANCY TAX
REVENUES FOR 2020**

By Legislator Tim Stahl:

WHEREAS, the Oswego County Legislature finds and declares that promotion, stimulation, development and expansion of tourism and tourism-related recreational and cultural activities are important to the economic development of Oswego County, and

WHEREAS, the Legislature has determined that a program of Hotel or Motel occupancy tax revenues for tourism promotion, marketing and tourism-related services will benefit Oswego County by increasing employment and tax revenues and thereby enhance the well-being of the County, and

WHEREAS, Section 14 - Disposition of Revenues – of Local Law No. 1 of 1988, as amended by both Local Law No. 1 of 1989 and Local Law No.1 of 2004, which established the Oswego County Hotel or Motel Occupancy Tax and granted authority to the Oswego County Legislature to determine an amount for the administration of said tax and to allocate the revenue derived from said tax, after deducting administration costs, on an annual basis.

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

RESOLVED, that the Oswego County Treasurer's office is hereby authorized to retain 4% and the remaining revenue over the 2019 budgeted line A6420-411130 to defray the necessary expenses of the county in administering of the said tax collection process and be it further

RESOLVED, that for 2020, the revenue derived from the Hotel or Motel Occupancy Tax, after deducting the amount provided for administering said shall be allocated to the County of Oswego for tourism promotion, and be it further

RESOLVED, the funds generated through this tax shall be used only for the purpose of promoting and developing tourism-related resources, to encourage out-of-town visitors to come to Oswego County, and be it further

RESOLVED, that tourism promotion, marketing and tourism-related services shall mean activities, programs or projects that are primarily designed and intended to further encourage tourism by promoting Oswego County, its cities, towns and villages in order to increase tourism.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

LEGISLATURE
COUNTY
OSWEGO

RESOLUTION NO. 280

**RESOLUTION AUTHORIZING THE COUNTY OFFICIALS TO EXECUTE
DOCUMENTS RELATED TO FUNDING THROUGH THE LAKE ONTARIO
RESILIENCY AND ECONOMIC DEVELOPMENT INITIATIVE**

By Legislator Tim Stahl:

WHEREAS, Lakeshore communities in Oswego County have suffered significant damage from high water conditions on Lake Ontario over the last few years; and

WHEREAS, Governor Cuomo has made \$5.83 million available to the County for various projects that will help repair and fortify certain assets that have been impacted by recent flooding and wave action; and

WHEREAS, there is an expressed desire to begin these projects as soon as feasible in an effort to prevent further damage; now therefore be it

RESOLVED, the County Attorney, County Treasurer and other County officials as may be required are authorized to execute any and all documents that may be necessary to accept and disburse these funds as the projects progress.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 281

**RESOLUTION TO ACCEPT A GIFT FROM THE CENTRAL NEW YORK
COMMUNITY FOUNDATION TO THE HEALTHY FAMILIES OSWEGO
COUNTY PROGRAM**

By Legislator James Karasek:

WHEREAS, the Healthy Families program was implemented in Oswego County in 2017;

WHEREAS, this program has been proven to show reductions in harsh parenting, neglect, physical abuse, and psychological abuse. It also shows increased use of non-violent discipline, children's school performance and improved birth outcomes, including low birth weight; and

WHEREAS, the Central New York Community Foundation has made a gift of \$250 from the Joseph & Rosemary Wiedenbeck Family Fund, to support the Healthy Families program. Funds will be used for program expenses not covered by the CBCAP grant;

NOW, on the recommendation of the Health Committee, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that The Health Department asks the Health Committee and Legislature to accept the Central New York Community Foundation donation to the Healthy Families program.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

Authorized Budget Modification

A4035.427050

Res. 281 of 2019

\$250

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 282

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES AND DEPARTMENT OF PROBATION FOR THE STSJP
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 GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 282 of 2019

A6123.436230

\$44,739

A6123.545500STSJP

(\$72,159)

A3140.433100

(\$44,739)

A3140.545500

\$72,159

RESOLUTION NO. 283

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO ACCEPT NCP EMPLOYMENT PROGRAM GRANT
AWARD**

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 GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A6010.545500NCP
A6010.446890NCP**

Res. 283 of 2019

**\$97,491
(\$97,491)**

RESOLUTION NO. 284

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO TRANSFER FUNDS TO MILEAGE
REIMBURSEMENT/SERVICES DIVISION**

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 GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 284 of 2019

A6070.544400

\$40,000

A6070.545500ADPTS

(\$40,000)

RESOLUTION NO. 285

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTUAL
AMENDMENT TO INCREASE FAMILY ADVOCACY AND SUPPORT SERVICES
CONTRACT**

By Legislator Roy Reehil:

WHEREAS, Oswego County Legislature has previously authorized a professional service contract with Hillside Children's Services to provide Family Advocacy and Support Services; and

WHEREAS, the Department of Social Services and Onondaga County Division of Purchasing has determined this expansion to be compliant with the Oswego County Purchasing Policy; and

WHEREAS, the expansion will be funded by NYS OMH; the Department of Social Services is requesting to amend the contract with Hillside Children's Services with an increase to the maximum funding amount by \$6,780 to cover program revenue losses resulting from delays in NYS Children's Medicaid Behavioral Health System Transformation,

NOW, on recommendation of the Human Services Committee of this body, be it

RESOLVED, that the Oswego County Legislature approve an amendment to the professional service contract for Family Advocacy and Support Services with Hillside Children's Services; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Officer, and Commissioner of Social Services.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 286

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT
RENEWAL FOR FAMILY ADVOCACY AND SUPPORT SERVICES**

By Legislator Roy Reehil:

WHEREAS, Oswego County Legislature has previously authorized a professional service contract with Hillside Children's Services to provide Family Advocacy and Support Services; and

WHEREAS, the Department of Social Services division of Mental Hygiene commits to RFP this service during 2020; and

WHEREAS, the 2020 contract amount will remain at or less than the original approved 2014 amount of \$53,898; and

WHEREAS, the contract for Family Advocacy and Support Services is fully funded by NYS OMH,

NOW, on recommendation of the Human Services Committee of this body; be it

RESOLVED, that the Oswego County Legislature approve renewal of the professional service contract for Family Advocacy and Support Services with Hillside Children's Services for one year; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Officer, and Commissioner of Social Services.

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 287

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION OFFICE FOR
THE AGING – ADDITIONAL EXPANDED IN-HOME SERVICES FOR THE
ELDERLY (EISEP) GRANT FUNDING**

By Legislator Roy Reehil:

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

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

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

ADOPTED BY A GENERAL CONSENT VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 287 of 2019

A6772.437720
A6772.545500
A6772.544400
A6772.543800

(\$55,000)
\$53,500
\$1,000
\$500

RESOLUTION NO. 288

**RESOLUTION FIXING THE TIME AND PLACE FOR THE 2020
ORGANIZATIONAL MEETING**

By Legislator David Holst:

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

RESOLVED that the Oswego County Legislature shall organize the body and select a Chairman on Thursday, January 2, 2020 at 2:00 p.m. at the Chambers of the Oswego County Legislature in the County Office Building, 46 East Bridge Street, Oswego, New York 13126.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 289

**RESOLUTION INCREASING AUTHORIZATION OF CAPITAL PROJECT NO. 95
– MOBILITY MANAGEMENT**

By Legislator Tim Stahl:

WHEREAS, this body has heretofore established Capital Project No. 95 – Mobility Management with a maximum authorization of \$197,585; and

WHEREAS, the scope and estimated cost of the project have changed since it was established.

NOW, on the recommendation of the Economic Development and Planning Committee of this Legislature with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer is hereby authorized to execute the budgetary adjustments shown on the attached budget modification form and that the following project is hereby authorized for the maximum expenditure as indicated; and be it further

RESOLVED, that the Chairman of the Legislature is hereby authorized to execute any and all documents that may be necessary to access and disburse the funds available under this program; 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.

<u>Capital Project</u>	<u>Total Authorization</u>
CP#95 – Mobility Management	\$285,040

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

Authorized Budget Modification

Res. 289 of 2019

H450310.95
H529000.95
H427700.95

(\$107,213)
\$87,455
\$19,758

RESOLUTION NO. 290

**RESOLUTION AWARDING A CONTRACT FOR MOBILITY MANAGEMENT
SERVICES TO THE VOLUNTEER TRANSPORTATION CENTER INC.**

By Legislator Tim Stahl:

WHEREAS, the state and federal governments now require a process called “mobility management” to be part of a funded transit program; and

WHEREAS, funding is available to provide these services to support and enhance our rural transportation services; and

WHEREAS, the Volunteer Transportation Center, Inc. (VTC) of Watertown NY was the sole responder to the County’s RFP for these services; and

WHEREAS, VTC has a successful record of providing these services in nearby counties; now therefore be it

RESOLVED, that contingent on final approval from NYS DOT, VTC be awarded a two-year contract to provide mobility management services as part of Oswego County’s efforts to provide affordable and efficient transportation services to our residents; and be it further

RESOLVED, that the Chairman is authorized to execute any and all documents that may be necessary in this process.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 291

**RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACT – SENIOR
TRANSPORTATION SERVICES – OFFICE FOR THE AGING**

By Legislator Roy Reehil:

WHEREAS, Office for the Aging requires a qualified contractor to provide transportation services, operating as a coordinated system of transportation to and from the congregate meal sites; and

WHEREAS, the County solicited proposals from vendors to provide said service; and

WHEREAS, the County received one viable response from Oswego County Opportunities, INC; and

NOW, THEREFORE, BE IT RESOLVED, that upon recommendation of the Human Services Committee that the County of Oswego Award the professional service contract for providing a Senior Transportation Services to Oswego County Opportunities Inc., of Fulton NY at an annual cost of \$143,104; and be it further

RESOLVED, that a certified copy of this resolution be delivered to the Office for the Aging and the Purchasing Director shall have the authority to effect the procurement of services.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

LEGISLATURE
COUNTY
OSWEGO

RESOLUTION NO. 292

RESOLUTION INCREASING EXISTING APPROPRIATIONS FOR VARIOUS FUNDS IN SEVERAL OFFICES AND DEPARTMENTS

By Legislator John Martino:

WHEREAS, it has become necessary to increase the existing appropriations for various funds for the year 2019, in the several offices and departments set forth in the Tabulation at the close of business for 2019; and

WHEREAS, there now exists unencumbered balances and other funds sufficient to meet the necessary increases for said funds.

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

RESOLVED, that pursuant to Section 363 and Section 364 of the County Law, the County Treasurer be, and he hereby is, authorized to increase and adjust the existing appropriations for the various funds in the several offices and departments in accordance with the Tabulation as of the close of business for 2019 unencumbered balances in other funds sufficient to meet said adjustments; and be it further

RESOLVED, that the County Treasurer be, and he hereby is authorized, empowered and directed to take whatever steps he deems necessary and proper to effectuate the purpose and intent of this resolution; and be it further

RESOLVED, that certified copy of this resolution delivered to the County Treasurer shall be his authority to effectuate this resolution.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 293

**RESOLUTION APPROPRIATING FUNDS IN THE 2020 BUDGET IN REGARD TO
FULL FUNDED GRANT PROJECTS**

By Legislator John Martino:

WHEREAS, a number of grant funds are presently in effect and funded through the Oswego County budget; and

WHEREAS, some of said projects carry on from year to year and are state and federal years which do not coincide with the County Budget Year; and

WHEREAS, the funds on hand in said projects and revenues anticipated should be appropriated in the 2020 budget.

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

RESOLVED, that the appropriation accounts and revenue accounts reflected in the attached transfer sheets be, and they hereby are, appropriated in the 2020 budget in accordance with the figures in said transfer sheets and the County Treasurer be, and he hereby is, authorized to make the necessary budget adjustments, entries and transfers to effectuate the intent of this resolution; and be it further

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

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 294

**RESOLUTION ADOPTING COUNTY BUDGET FOR THE FISCAL YEAR
COMMENCING JANUARY 1, 2020**

By Legislator John Martino:

PURSUANT to the formal actions taken by this body during meetings of the 2019 Legislature, in reviewing the requests and recommendations and the approved amendments thereto, for the appropriation of funds of the County General and Highway Services for the year 2020, be it

RESOLVED, that the County General Budget for the year 2020, including all County General and Highway Services, as the same was presented by the Finance and Personnel Committee, and as amended and revised by this body during the meetings thereon, be, and the same hereby is, adopted by general object number appropriation within each department, for and as the official budget for the County of Oswego for the Fiscal Year commencing January 1, 2020.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

YES: 17 NO: 5 ABSENT: 3 ABSTAIN: 0

RESOLUTION NO. 295

**RESOLUTION MAKING APPROPRIATION FOR THE CONDUCT OF COUNTY
GOVERNMENT FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2020**

By Legislator John Martino:

WHEREAS, this County Legislature by Resolution heretofore adopted, has approved and adopted the budget for the provision of County Government Services; now therefore be it

RESOLVED, that the several amounts, as specifically recited and reflected in the final column (total) of the respective budgets be, and the same hereby are, appropriated for the objects and purposes as so recited and specified, effective the 1st day of January, 2020.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

RESOLUTION NO. 296

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE OSWEGO COUNTY
LEGISLATURE TO ENTER INTO AN AGREEMENT WITH NEW YORK STATE
FOR THE 2020 STOP-DWI PROGRAM**

By Legislator Terry Wilbur:

WHEREAS, the County of Oswego operates a STOP-DWI Program in cooperation with the New York State Department of Motor Vehicles; and

WHEREAS, Oswego County has participated in this program in the past and is now prepared to sign the agreement for the Program Year 2020.

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

RESOLVED, that the Chairman of the Oswego County Legislature be, and hereby is, authorized to execute the agreement as filed with the Clerk of the Legislature for the 2020 STOP-DWI Program.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

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

OSWEGO
COUNTY
LEGISLATURE

RESOLUTION NO. 297

**RESOLUTION AUTHORIZING CHAIRMAN AND CLERK TO HANDLE ALL
UNFINISHED BUSINESS THROUGH DECEMBER 31, 2019**

By Legislator David Holst:

Pursuant to the approval and recommendation of the Government, Courts and Consumer Affairs Committee of this body, be it

RESOLVED, that the Chairman and Clerk of the Oswego County Legislature be, and they hereby are, authorized to look after the interest of the County in all matters unfinished or in any matter which may arise which the County may be interested through the end of the calendar year 2019: Also to direct the prosecution and defense of all legal claims and proceedings in which the County may be interested and either of them are hereby authorized to verify any and all proceedings, affidavits or other papers in such actions or proceedings, to attend all highway and other meetings in which the County may be interested: Also to look after any legislation in which the County may be interested or which may affect the county.

ADOPTED BY A VOICE VOTE ON DECEMBER 12, 2019:

YES: 17 NO: 5 ABSENT: 3 ABSTAIN: 0