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JUNE 11, 2020**

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OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 105

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
CONTINUITY OF OPERATIONS PLANNING**

By Legislator Terry Wilbur:

WHEREAS, Oswego County desires to update the Continuity of Operations Plan and the Continuity of Government Plan; and

WHEREAS, The State Homeland Security Grant Program has allocated grant funding for the Emergency Management Office to update the Oswego County Continuity of Operations Plan and the Continuity of Government Plan and

WHEREAS, there is a continued need for Continuity of Operations planning and Continuity of Government planning, the Emergency Management Office and the Public Safety Committee recommend awarding the professional services to BOLDPlanning Inc.

NOW, THEREFORE, BE IT RESOLVED, that the County of Oswego award the professional service contract with BOLDPlanning Inc. for a term of three years.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 106

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
CORRECTIONAL FACILITY COMMISSARY**

By Legislator Terry Wilbur:

WHEREAS, the Oswego County Correctional Facility is required by law to maintain a commissary for inmates; and

WHEREAS, the county has, heretofore, run the commissary on its own to provide the inmates with basic necessities; and

WHEREAS, an RFP was issued of which Trinity Services Group, Inc. was the sole response received; and

WHEREAS, the Sheriff's Office believes that contracting for these services will be more efficient and economical for the County of Oswego while, at the same time, will provide inmates a greater selection of commissary items to choose from; and

WHEREAS, Trinity Services Group, Inc. will also provide bail services as part of the RFP award which will assist the Sheriff's Office as well,

NOW, THEREFORE, upon recommendation of the Oswego County Sheriff and approval of this body; it is hereby

RESOLVED, that the Sheriff of the County of Oswego be and is hereby authorized to execute an agreement with Trinity Services Group, Inc. in substantially the same form as the annexed draft.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

TRINITY SERVICES GROUP, INC.
COMMISSARY SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between TRINITY SERVICES GROUP, INC. ("Trinity"), a foreign business corporation with principal offices located at _____, and the Oswego County Sheriff's Office Correctional Facility, located at 39 Churchill Road, Oswego, NY 13126-6610, ("Customer") (collectively, the "Parties").

Trinity is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the ordering of commissary items by inmates and the operation of and payment for commissary (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate computer equipment and the Trinity proprietary software, as listed in **Exhibit A** ("Trinity Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts, and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY TRINITY.** Trinity agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Trinity will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3. In addition, Trinity will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Trinity shall supply Customer with the Computer Equipment and Trinity Software as listed in **Exhibit A**. Customer agrees to return all Computer Equipment and Trinity Software to Trinity in workable order upon contract termination. Trinity hereby grants to Customer a royalty-free license to use the Trinity Software during the term of this Agreement. All software supplied by Trinity is proprietary and shall at all times remain the property of Trinity with title and all rights vested in and retained by Trinity. Customer hereby agrees that it will NOT disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Trinity Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Trinity shall remain the property of Trinity unless otherwise expressly agreed to by the Parties in writing. Prior to the commencement of services hereunder, Trinity shall confer with the Oswego County Department of Facilities and Technology to resolve any network or security issues in advance.

3. **PAYMENT.** Trinity will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Trinity's standard credit terms which shall be net 14 days.

4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to **25.00%** of adjusted gross sales of commissary items. "Adjusted Gross Sales" is defined as gross sales minus the sales of noncommissioned items as listed on **Exhibit B** of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Trinity after negotiation with Customer.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Trinity. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Trinity. All changes must be approved by Customer. For the duration of this Agreement, all items necessary for a commissary as required by the New York State Commission on Corrections minimum standards and/or law shall be made available to Customer. Unless otherwise stated, all prices and discounts are to be quoted firm against increase on an F.O.B. destination, and freight pre-paid basis until the next agreed pricing.

6. **PAYMENT SERVICES.** This Agreement includes Access Corrections® Secure Payment Services, the terms of which are memorialized in **Exhibit C**, entitled "Payment Services", attached hereto and incorporated herein. Trinity will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Trinity will provide the network connectivity. Trinity will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in **Exhibit C**. Except as provided for herein, no fees for this service will be borne by Customer.

7. **PACKAGE PROGRAM.** This Agreement includes Trinity's My Care Pack program. Trinity shall process and deliver orders placed through MyCarePack.com on the terms and conditions provided therein. Customer will be paid a commission for this service equal to **25.00%** of all final My Care Pack sales made on behalf of inmates at Customer's facility minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. Trinity shall deliver My Care Pack orders to Customer's facility once per week. Customer agrees that Trinity may charge a processing fee for each order which may be amended by Trinity from time to time. Trinity understands and agrees that the Customer is wholly exempt from NYS Sales and Compensating Use Taxes.

8. **TERM.** This Agreement shall become effective as of the _____ day of June, 2020, and shall continue in effect for a period of five (5) years (the "Base Term") The Agreement will automatically renew for successive one-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement.

9. **TERMINATION** If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected or the failure is such that it may not be cured within thirty (30) days, if the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Separately, either party may terminate this Agreement for convenience upon six (6) month's advance written notice of the intention to terminate.

Within 30 days after termination of this Agreement, Customer shall, at Trinity's option, return all Computer Equipment and Trinity Software and certify such removal and return in writing to Trinity. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

10. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

11. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Trinity of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Trinity's supplied hardware, software or its operating procedures.

12. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of New York and County of Oswego (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of New York, without regard to any conflicts of law.

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

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

14. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and

Deposit, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized Officers of both Trinity and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Deposit, where applicable) Services.

15. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

16. **INSURANCE.** Trinity shall provide Customer a Certificate of Insurance evidencing coverage required by the RFP for the term of this agreement and any renewal(s) thereof.

17. **INDEMNIFICATION.** Trinity shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, and judgment, which arise out of, relate to or result from Trinity's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. To the extent allowed by law and its insurance policies, Customer shall indemnify Trinity against any claim, action, suit, demand, damage, liability, loss and judgment, which arise out of, relate to or result from Customer's negligent, intentional or willful acts or omissions, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Trinity. Each party agrees to provide the other party with reasonable and timely notice of any claim, action, suit, demand, damage, liability, loss or judgment made or brought against the other party arising out of or relating to the Agreement and for which the notifying party is seeking indemnification hereunder. The indemnifying party shall have the right to defend any such claim at its sole cost and expense. Each party will promptly advise the other party of any proposed agreement to compromise or settle any claims and the other party will have ten (10) days to respond to such proposal. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

18. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

19. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the

other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

20. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

21. **CONFIDENTIALITY.** To the extent provided for by law, the Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public or is required to be disclosed under the Freedom of Information Law; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by a subpoena or order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

22. **EXCLUSIVITY.** Customer hereby agrees that Trinity has the exclusive right to provide the Commissary Services for Customer provided, however, that nothing shall prevent or preclude the Customer or its agents from providing or continuing said services during a pandemic, State of Emergency or where Trinity is otherwise unable to perform under this Agreement (e.g. Excused Performance, bankruptcy).

23. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

24. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

25. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

26. **SEXUAL HARASSMENT** Pursuant to New York Finance Law § 139-L, Trinity, by signing this Agreement, further certifies under penalty of perjury that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees and will do so for the duration of this agreement and any renewal(s). Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

27. **BOOKS AND RECORDS** Trinity agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all transactions of any nature expended in the performance of this Agreement.

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

29. **LICENSES/APPROVALS.** To the extent required by state law, Trinity agrees to obtain and maintain at its sole cost and expense any licenses, approvals or permits required by New York State or federal law for the services provided hereunder, if any.

30. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Commissary Services Agreement as of the year and date written below.

Oswego County Sheriff's Office

Trinity Services Group, Inc.

By:

By:

Name: Donald Hilton

Name: John Puricelli

Title: Oswego County Sheriff

Title: Executive Vice President

Date:

Date:

Address for Notice:
Oswego County Public Safety Center
39 Churchill Road
Oswego, New York 13126

Address for Notice:
10880 Lin Page Place, St. Louis, MO 63132
With a copy to:
General Counsel, TKC Holdings, Inc.
1260 Andes Blvd., St. Louis MO 63121

Exhibit A
Hardware / Software Featured

Description

Eight (8) Trinity Swanson Pod Kiosks
One (1) Lobby Kiosk
One (1) Booking Kiosk with One (1) Micro PC
One (1) Epson Thermal Receipt Printer
One (1) Epson Ribbon Printer
One (1) Zebra Label Printer
One (1) MICR Printer with Toner
One (1) Standard Laser Printer
One (1) Cashbox
Black Creek Interface
Commissary Software
Banking Software

Exhibit B
Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

Exhibit C
Payment Services

1. **Services.** Trinity will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Trinity or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Trinity provides the Services in its capacity as a licensed money services business. Trinity represents and warrants to Customer that Trinity is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** Customer authorizes Trinity to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.
3. **Responsibilities of Trinity.**
 - a. Trinity will receive payments from the public, directed to recipients by way of the Services.
 - b. Trinity will transfer payment files to Customer on a daily basis. Trinity will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Trinity, in its sole discretion, reserves the right to delay its acceptance of any transaction that Trinity determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Trinity may reject, terminate or cancel any proposed transaction should Trinity determine the transaction is being made for an improper or illegal purpose.
 - c. Trinity will provide Customer with daily payment information by way of the Trinity Customer interface.
 - d. Trinity will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Trinity's failure to timely transmit any payment to Customer.
 - e. Trinity will provide sufficient promotional material to be posted by Customer.
 - f. Trinity, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Trinity as soon as is reasonably practicable.
 - g. Trinity may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
4. **Responsibilities of Customer.**
 - a. Customer will provide Trinity with the required bank account information for transmission of an EFT. Customer agrees to notify Trinity, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.

- b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Trinity, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Trinity and any incorrect payments. At Trinity's sole option and in lieu of the foregoing, Trinity may offset any such overpayments from future payment amounts transmitted by Trinity to Customer and notify Customer of any such offset.
 - c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
 - d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
 - e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit C and/or its negligence in the performance of its duties hereunder.
 - f. Trinity will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
 - g. Customer agrees that Trinity may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
5. **Rates.** The Services shall be provided at no cost to Customer. Trinity shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Trinity in its sole discretion from time to time.
6. **Exclusivity.** Trinity has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Trinity.
7. **Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit C within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
8. **Refunds/Chargebacks.**
- a. The Parties acknowledge that once Trinity accepts a transaction submitted to the applicable payment network or otherwise for processing, Trinity cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Trinity are non-refundable to the individual by Trinity. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, Trinity will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Trinity's sole discretion. Upon written request from Trinity, Customer agrees to provide requested information needed to pursue the chargeback.

- c. If an individual requests a refund, Trinity will not be responsible for making those funds available if they have been already settled to a designated account by Trinity or are beyond Trinity's control.
- d. If Customer and sender of funds issue inconsistent instructions or requests to Trinity, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Trinity harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.

9. Damages Cap; No Other Warranty. OTHER THAN TRINITY'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL TRINITY'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT C, EXCEED THE AMOUNT OF SERVICE FEES PAID TO TRINITY FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT C, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

RESOLUTION NO. 107

**RESOLUTION AUTHORIZING A SOCIAL SERVICES DEPARTMENT
BUDGETARY MODIFICATION INCLUDING THE CREATION OF ONE
EMPLOYMENT SPECIALIST POSITION**

By Legislator Roy Reehil:

Upon approval of this body; be it

RESOLVED, that the Department of Social Services accept \$70,043 in a CenterState grant to fully fund one Employment Specialist position to act as a Healthcare Liaison; and be it further

RESOLVED, that one Employment Specialist position be created; and be it further

RESOLVED, should grant funds be depleted the position will be deleted; and be it further

RESOLVED, that the attached budget modification is required to affect this change; and be it further

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

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

Authorized Budget Modification

Res. 107 of 2020

CD6292.447910	(\$70,043)
CD6292.511000	\$39,028
CD6292.590898	\$21,075
CD6292.549000	\$9,940

RESOLUTION NO. 108

**RESOLUTION AUTHORIZING BUDGET MODIFICATION DEPARTMENT OF
SOCIAL SERVICES TO ACCEPT NEW YORK STATE OASAS PASS THROUGH
FUNDS FOR SUBSTANCE ABUSE PROVIDERS**

By Legislator Roy Reehil:

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 VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

Res. 108 of 2020

**A4310.434900.OASAS
A4310.545500.OASAS**

**(\$5,320)
\$5,320**

RESOLUTION NO. 109

**RESOLUTION AUTHORIZING AND SUPPORTING THE SUBMISSION OF
CARES ACT CONSOLIDATED GRANT ASSISTANCE PROJECT FOR PUBLIC
TRANSPORTATION AND MOBILITY MANAGEMENT SERVICES**

By Legislator Tim Stahl:

WHEREAS, Oswego County is submitting a request for a grant of funds to the NYSDOT, pursuant to Section 5311, Title 49 United States Code, for public mass transportation funding assistance related to expenses incurred due to the Corona virus pandemic, and

WHEREAS, there have been significant expenses to equip our transit vehicles in a way that will properly protect our riders and drivers, and

WHEREAS, there is no local match required to access these funds.

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Legislature is authorized to execute any-and-all documents that may be necessary to access and disburse this special allocation of public transportation assistance.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 110

**RESOLUTION AUTHORIZING THE EXECUTION OF A SECTION 5311
FORMULA GRANT FOR RURAL AREA PROGRAM APPLICATION (2019-2020)
BY THE COUNTY OF OSWEGO WITH NYSDOT AND MAKING RELATED
CERTIFICATIONS AND ASSURANCES**

By Legislator Tim Stahl:

WHEREAS, the County of Oswego has heretofore entered into an agreement with the State of New York authorizing the county's undertaking of this program and payments for any applicable federal or state share of the program; and

WHEREAS, the County of Oswego wishes to apply for grant funding under 49 U.S.C. 5311, et seq. in the amount of \$947,676.00 for the continuation and enhancement of the county's public mass transportation program in general and the rural area program in particular from NYSDOT which includes Federal Transportation Administration pass-through funds; and

WHEREAS, the County of Oswego has and/or will contract with various entities concerning the implementation of the county's Rural Area Program transportation plan under 49 U.S.C. 5311 et seq.; and

NOW, upon approval of this body; be it

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute the application for the 2019-2020 FTA Section 5311 Formula Grants for Rural Area Programs on behalf of the County of Oswego as Applicant together with any related documentation; and be it further

RESOLVED, that the Chairman of the Legislature be and is hereby authorized on behalf of the County of Oswego, and the county does hereby indicate its intent and ability to make and comply with the Certifications and Assurances for Transit Assistance Programs to both the NYSDOT and FTA, as may be applicable and as included in the application, and to require any mobility manager and third party contractors/operators to make and comply with same as a term and condition of the receipt of said funds.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 111

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
HEALTH DEPARTMENT – HEALTH RESEARCH, INC COVID-19 FUNDING**

By Legislator James Karasek:

Upon approval of this body; 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 VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

Authorized Budget Modification

**A4035.444890
A4035.545500**

Res. 111 of 2020

**(\$50,579)
\$50,579**

RESOLUTION NO. 112

**RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT TO THE
VILLAGE OF PULASKI - WATER SYSTEM IMPROVEMENTS**

By Legislator Stephen Walpole:

WHEREAS, the Village of Pulaski will be improving its water distribution system; and

WHEREAS, the County of Oswego is the owner of certain property in the Village of Pulaski including the H. Douglas Barclay Courthouse which it has owned since approximately 1826; and

WHEREAS, the water improvements will require a temporary and permanent easement be executed running from the County of Oswego to the Village of Pulaski; and

WHEREAS, a map provided by the Village of Pulaski is annexed hereto and, in light of same, the county has requested additional detail regarding the easement; and

WHEREAS, the construction will also occur in South Jefferson Street (County Route 62),

NOW, THEREFORE, upon approval of this body; it is hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to grant and covey a temporary construction easement and permanent easement to the Village of Pulaski for water system improvements provided that the description is acceptable to the County Attorney and Highway Engineer; and be it further

RESOLVED, that there shall be no consideration required for the granting of the easements as they are in the public interest.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

RESOLUTION NO. 113

RESOLUTION ESTABLISHING CAPITAL PROJECT NO. B0320 – AND
AUTHORIZE AN INTERMUNICIPAL AGREEMENT WITH ONONDAGA
COUNTY - CAUGHDENY ROAD BRIDGE OVER ONEIDA RIVER

By Legislator Stephen Walpole:

WHEREAS, the County of Oswego and the County of Onondaga jointly own the Caughdenoy Road Bridge over the Oneida River, known in the County of Oswego as BIN 3360460 on CR 33 in the Town of Hastings, and also know in the County of Onondaga as Bridge C-18 on Caughdenoy Road (CR 50) in the Town of Clay; and

WHEREAS, the two Counties have plans to perform repairs to the bridge at an estimated cost of \$1,300,000 to be shared equally between both Counties; and

WHEREAS, The County of Onondaga has agreed to act as Lead Agency for the project, and advance contracts necessary to complete the work; and

WHEREAS, this project is necessary to extend the useful life of the bridge and avoid the cost to replace the entire bridge if the repairs are not made in a timely fashion;

NOW, THEREFORE, upon approval of this body; it is hereby

RESOLVED, the Chairman of the Legislature is hereby authorized to enter into an agreement with the County of Onondaga up to \$650,000, which is 50% of the estimated cost of repairs to the Caughdenoy Road Bridge over the Oneida River, BIN 3360460; and be it further

RESOLVED, that the Treasurer is hereby authorized to transfer \$650,000 from Capital Reserve No. 16 - Bridges to Capital Project No. B0320 – Caughdenoy Road Bridge over the Oneida River and that the following project is hereby authorized for the maximum expenditure as indicated.

Capital Project #B0320

Total Authorization

Caughdenoy Road Bridge
over Oneida River

\$650,000

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

Authorized Budget Modification

Res. 113 of 2020

H450310.B0320
H529000.B0320

(\$650,000)
\$650,000

LEGISLATURE
COUNTY
OSWEGO

RESOLUTION NO. 114

**RESOLUTION ACCEPTING A CARES ACT GRANT OFFER - OSWEGO
COUNTY AIRPORT**

By Legislator Stephen Walpole:

WHEREAS, Oswego County has received a CARES Act Grant offer in the amount of \$30,000 to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency.

NOW, THEREFORE, upon approval of this body; it is hereby

RESOLVED, that the Oswego County Legislature authorizes the Chairman of the Legislature to enter into an agreement with the FAA accepting this grant offer; and be it further

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

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO
COUNTY
LEGISLATURE

Authorized Budget Modification

Res. 114 of 2020

**D5610.445890
D5610.511000**

**(\$30,000)
\$30,000**

RESOLUTION NO. 115

**RESOLUTION TO ADD CONTRACT FOR ICE CONTROL SAND TO THE
OSWEGO COUNTY INTERMUNICIPAL AGREEMENT**

By Legislator Stephen Walpole:

WHEREAS, the Intermunicipal Agreement does not have any language in the contents to reflect what Municipalities will be paying for ice control sand.

WHEREAS, The County can provide ice control sand to the Towns at an agreed upon price by adding the following section:

CONTRACT FOR ICE CONTROL SAND

1. The cost of ice control sand to the Municipality's will be \$4.00 per cubic yard if the sand is processed in Municipality or County owned pits using County equipment and labor. If the sand is not processed in Municipality or County owned pits the cost will be \$6.00 per cubic yard.
2. The municipal project covered by this agreement is for ice control sand. The total projected costs will be \$ _____ per cubic yard.

NOW THEREFORE, upon approval of this body; be it

RESOLVED, that this addition be added to the existing Intermunicipal Agreement as amendment signed by both parties.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 116

**RESOLUTION DEMANDING THE STATE OF NEW YORK RELEASE
ENHANCED FEDERAL MEDICAID MATCHING FUNDS AND
RECONCILIATIONS LEGALLY OWED TO OSWEGO COUNTY UNDER
FEDERAL LAW**

By Legislator Roy Reehil:

WHEREAS, under the 2020/21 enacted New York State Budget (S7503-c, Section 1, e), the State Legislature specifically prohibited the Governor and Division of the Budget from reducing aid to localities by making “any reductions that would violate federal law;” and

WHEREAS, in response to the COVID-19 pandemic, the United States Congress enacted extraordinary measures to help states and counties with increased costs and lost revenue; and

WHEREAS, a key action enacted by the federal government was a 6.2 percent increase in the federal medical assistance percentage (FMAP); and

WHEREAS, Congress used this mechanism to provide fiscal relief to states and counties to reduce the financial burden caused by the pandemic’s economic downturn; and

WHEREAS, the State of New York has already drawn down about \$2.5 billion for the period January 1, 2020 through June 30, 2020; and

WHEREAS, under federal law, a portion of these funds are required to be passed through to counties and New York City; and

WHEREAS, we estimate Oswego County’s share is \$1.2 million; and

WHEREAS, the State is also holding two years of similar enhanced FMAP payments owed to Oswego County under the Affordable Care Act; and

WHEREAS, due to the pandemic Oswego County is experiencing unplanned expenses and significant sales tax and other revenues losses, prompting the County to initiate hiring and purchasing freezes, layoffs, service reductions, capital project delays and other cost-saving measures.

NOW, THEREFORE, BE IT RESOLVED, that the County of Oswego is demanding the State immediately release the enhanced Medicaid federal matching funds for the pandemic response to Oswego County to provide some partial fiscal relief to the current conditions; and

LEGISLATURE
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OSWEGO

BE IT FURTHER RESOLVED, we demand the State provide a timeline to Oswego County on the release of the enhanced federal Medicaid matching funds related to the Affordable Care Act that have been withheld for years, and the likely mechanism on how these funds will be delivered to Oswego County; and

BE IT FURTHER RESOLVED, that this resolution be sent to Governor Andrew M. Cuomo, Oswego County's representatives in the New York State Legislature and the United State Congress, and the New York State Association of Counties.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 117

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE OSWEGO COUNTY PROFESSIONAL ASSOCIATION (OCPA)**

By Legislator John Martino:

WHEREAS, the County of Oswego and Oswego County Professional Association (OCPA) have entered into a Collective Bargaining Agreement (CBA) governing terms and conditions of employment for personnel; and

WHEREAS, the parties to the CBA believe it would be mutually beneficial to enter into a Memorandum of Understanding (MOU) regarding the accumulation of in-lieu time for overtime-ineligible employees related to COVID-19 response; and

WHEREAS, a Resolution is both necessary and desirable,

NOW, THEREFORE, BE IT RESOLVED, that the execution of the annexed MOU by and between the County of Oswego and the Oswego County Professional Association be and hereby is approved.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF OSWEGO AND
THE OSWEGO COUNTY PROFESSIONAL ASSOCIATION (OCPA)**

WHEREAS, both the County of Oswego ("County") and the Oswego County Professional Association, (OCPA) voluntarily consent to modify the Collective Bargaining Agreement as follows:

WHEREAS, the Legislature Chairman declared a State of Emergency in Oswego County in response to the COVID-19 pandemic effective March 15, 2020; and

WHEREAS, it is the intent of the parties to modify collective bargaining agreement language regarding in-lieu time for overtime-ineligible employees; and

WHEREAS, the parties mutually agree that a written memorandum of understanding is both necessary and desirable to memorialize same,

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. Effective immediately, employees who have accumulated more than 35 hours of in-lieu time, related to COVID-19 response, during the time period encompassing the County's State of Emergency shall be paid straight time for all hours worked over thirty-five (35) hours of in-lieu time at their normal rate of compensation.
2. No in-lieu time hours earned after the County's State of Emergency ends will be paid to an employee, unless covered under provisions of the existing Collective Bargaining Agreement.
3. In-lieu time earned during the County's State of Emergency, not monetarily compensated for, must be used prior to 03/31/2021.
4. This Memorandum of Understanding is without precedent or prejudice and shall in no way bind the County or OCPA in any future matters.
5. This Memorandum of Understanding may not be added to or modified in any way except by written agreement signed by each party hereto.
6. All terms and provisions of the existing Collective Bargaining Agreement not modified by this agreement will remain in full force and effect.
7. The County and the Oswego County Professional Association acknowledge that this Memorandum of Understanding will remain in effect upon authorization and terminated upon the suspension of the County's State of Emergency.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their respective representatives on June____, 2020.

COUNTY OF OSWEGO
STATE OF NEW YORK

OSWEGO COUNTY PROFESSIONAL
ASSOCIATION

RESOLUTION NO. 118

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT – SOLID
WASTE CONDENSATE LINE**

By Legislator Stephen Walpole:

WHEREAS, the 400-ft condensate line installed in 2001 at the Energy Recovery Facility has ruptured twice this year due to stress fracturing and further failures are likely and disrupt operations; and

WHEREAS, the Department of Solid Waste has determined that replacement of the line is necessary; and

WHEREAS, due to the imminent failure of the line this project qualifies under the emergency provisions of the purchasing policies of this County.

NOW, THEREFORE, BE IT RESOLVED, that the County of Oswego award the professional service contract with Barton and Loguidice of Liverpool, NY for design and bid/construction management for a sum not to exceed \$33,100.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 119

**RESOLUTION APPROVING A REAL PROPERTY TAX LAW §412-a
AGREEMENT CONCERNING NINE MILE POINT NUCLEAR STATION, LLC
WITH THE COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY**

By Legislators Terry Wilbur and Thomas Drumm:

WHEREAS, the County of Oswego, the Town of Scriba and the Oswego City School District (hereinafter the "Tax Jurisdictions") have engaged in negotiations since 2019 with the owner of the Nine Mile Point Nuclear Station, LLC concerning the expiration of an existing tax agreement; and

WHEREAS, the County of Oswego by Resolution Number 271 of 2019 has, heretofore, approved an inter-municipal agreement between the Tax Jurisdictions regarding the costs of engaging experts to assist in the negotiations and the distribution of any tax agreement proceeds reached as a result thereof; and

WHEREAS, the Tax Jurisdictions have heretofore mutually agreed to payment split as follows concerning the total payment reached under any tax agreement: Town of Scriba 4.00%, Oswego City School District 68.5%, County of Oswego 27.5%; and

WHEREAS, a County of Oswego Industrial Development Agency ("COIDA") tax agreement contains certain advantages regarding school aid formula; and

WHEREAS, the Company and the Tax Jurisdictions have recently reached a mutually-agreeable resolution of the tax payments for the Nine Mile Point Nuclear Station, LLC utilizing a COIDA Real Property Tax Law ("RPTL") § 412-a agreement and a resolution is both necessary and desirable,

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

RESOLVED, that this body approves of the COIDA entering into a payment in lieu of tax agreement under RPTL§412-a and the General Municipal Law concerning Nine Mile Point Nuclear Station with payments as follows commencing with the Tax Jurisdictions fiscal year tied to the 2020 assessment roll reflecting the aforementioned payment split, to-wit: Town of Scriba 4.00%, Oswego City School District 68.5%, County of Oswego 27.5%, and, it is further

RESOLVED, that payments to the Tax Jurisdictions under such tax agreement be as follows:

<i>Agreement Year</i>	<i>Town(\$)</i>	<i>School(\$)</i>	<i>County(\$)</i>	<i>Total(\$)</i>
1	1,200,000	20,550,000	8,250,000	30,000,000
2	1,220,000	20,892,500	8,387,500	30,500,000
3	1,220,000	20,892,500	8,387,500	30,500,000
4	1,220,000	20,892,500	8,387,500	30,500,000
<u>5</u>	<u>1,220,000</u>	<u>20,892,500</u>	<u>8,387,500</u>	<u>30,500,000</u>
Total	6,080,000	104,120,000	41,800,000	152,000,000

N.B.: *Town payment share includes Fire District, School payment share includes library, County share includes all County taxes.*

and, it is further,

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute any documents necessary to effectuate same on behalf of the County of Oswego.

ADOPTED BY VOICE VOTE ON JUNE 11, 2020:

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