



Onondaga County Legislature

JAMIE McNAMARA
Clerk

DAVID H. KNAPP
Chairman

MELANIE VILARDI
Deputy Clerk

401 Montgomery Street • Court House • Room 407 • Syracuse, New York, 13202
Phone: 315.435.2070 • Fax: 315.435.8434 • www.ongov.net/legislature

RESOLUTION NOS. 136 - 148

OFFICE OF THE CLERK

November 4, 2020

In accordance with New York State Executive Order No. 202.45, there will be limited seating available for session, so a live stream of session will be available for viewing on Facebook at facebook.com/OnondagaCountyLegislature/live and an audio recording will be posted on the Legislature's website following adjournment. Masks are required in the office and Chambers. All desks and gallery seating are spaced at least 6' apart, so masks will not be required, but recommended, when seated or speaking. Everyone attending is asked to abide by social distancing standards and sign in for tracing purposes.

Listed below are the resolutions to be presented to the County Legislature at the November Session. The meeting will be held at **1:00 p.m. on Wednesday, November 4, 2020.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mr. McBride**
- D. SALUTE TO FLAG – **Mr. Knapp**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 - 1. **Correspondence:**
 - a) 10-15-20 Letter from County Executive McMahon – RE: Appointment to the Onondaga County/Syracuse Commission on Human Rights (Mia G. Wade)
 - b) 10-19-20 Memo from Chairman Knapp – RE: Reappointment to the Onondaga County Tobacco Asset Securitization Corporation (Mr. Jordan, Mr. Burtis)
 - c) 10-19-20 Memo from Chairman Knapp – RE: Reappointment to the Cornell Cooperative Extension Association of Onondaga County Board of Directors (Ms. Cody, Ms. Kuhn)
 - d) 10-19-20 Memo from Chairman Knapp – RE: Reappointment to the Onondaga County Soil and Water Conservation District (Mrs. Abbott-Kenan, Mr. Bush)
 - e) 10-23-20 Letter from County Executive McMahon – RE: Appointment to of the Commissioner of Parks and Recreation (Brian Kelley)
 - f) 10-27-20 Letter from County Executive McMahon – RE: Appointment to the Onondaga County Public Library Board of Trustees (Maria Mahar)
 - 2. **Public Comment:** Due to the current circumstances, written statements will be accepted via email to jamiemcnamara@ongov.net or via USPS mail to the above address. Statements will be accepted through 12:00 p.m. on November 4, 2020 and will become part of the permanent record.
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 11)

11TH DISTRICT – MR. MCBRIDE

- 1. **NO. 136** Providing Continuous Individual and Family Dental and Health Insurance Benefits through December 31, 2021, at County Expense for those County Officers and Employees (17-0)
- 2. **NO. 137** Authorizing Onondaga County to Pay the Difference in Pay Between Military Base Pay and Base County Salary to County Officers and Employees while Performing Ordered Military Duty (17-0)

12TH DISTRICT – MR. KNAPP

3. **NO. 138 WAIVER** Appointment to the Onondaga County Public Library Board of Trustees (Maria Mahar) (17-0)
4. **NO. 139** Reappointing Two Directors to the Onondaga County Tobacco Asset Securitization Corporation (Tim Burtis, Casey E. Jordan) (17-0)
5. **NO. 140** Confirming Reappointments to the Cornell Cooperative Extension Association of Onondaga County Board of Directors (Debra Cody, Mary Kuhn) (17-0)
6. **NO. 141** Confirming Reappointments to the Onondaga County Soil and Water Conservation District Board (Ken Bush, Jr., Julie Abbott-Kenan) (17-0)

14TH DISTRICT – MR. JORDAN – ENVIRONMENTAL PROTECTION

7. **NO. 142** A Resolution Calling for a Public Hearing in Connection with the Proposed Adoption of an Amended Schedule of Sewer Rents for the Onondaga County Sanitary District (17-0)

17TH DISTRICT – MRS. ERVIN

8. **PULLED**

3RD DISTRICT – MR. BURTIS – WAYS & MEANS

9. **NO. 143** Confirming Reappointment to the Onondaga County/Syracuse Commission on Human Rights (Mia G. Wade) (17-0)
10. **PULLED**
11. **NO. 144** Appointment of Brian Kelley as Commissioner of Parks and Recreation (17-0)
12. **NO. 145** Adopting Retention and Disposition Schedule for New York Local Government Records (17-0)
13. **NO. 146** Standard Work Day (17-0)

5TH DISTRICT – MS. CODY – COUNTY FACILITIES

14. **NO. 147** Authorizing the Discontinuance of a Portion of Churchill Road, C.R. No. 246, in the Town of Spafford Pursuant to Section 131-b of the Highway Law and its Removal from the County Road System (17-0)

6TH DISTRICT – MRS. ABBOTT-KENAN – HEALTH AND HUMAN SERVICES

15. **NO. 148** 2020 Transfer Resolution (17-0)

LOCAL LAWS:

- A. **PASSED** A Local Law Authorizing the County to sublease tower space and transmitter building space at a Limeledge Road tower site in Marcellus, NY to Bell Atlantic Mobile Systems (“Verizon”) (Sponsored by Mr. Knapp)

- K. UNFINISHED BUSINESS
- L. ANNOUNCEMENTS FROM THE CHAIR
- M. ADJOURNMENT

Respectfully submitted,



JAMIE McNAMARA, Clerk
ONONDAGA COUNTY LEGISLATURE

NOVEMBER 4, 2020 SESSION			ROLL CALL
LEGISLATOR	PRESENT:	ABSENT:	
1. MAY	✓		
2. ROWLEY	✓		
3. BURTIS	✓		<i>The meeting was called to order at 1:20 pm</i>
4. TASSONE	✓		
5. CODY	✓		
6. ABBOTT-KENAN	✓		
7. KUHN	✓		
8. RYAN	✓		
9. CHASE	✓		
10. HOLMQUIST	✓		
11. McBRIDE	✓		
13. BUSH	✓		
14. JORDAN	✓		
15. KINNE	✓		
16. WILLIAMS	✓		
17. ERVIN	✓		
12. KNAPP	✓		
TOTAL:	17	0	



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Office of the County Executive

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Phone: 315.435.3516 Fax: 315.435.8582

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J. Ryan McMahon II
County Executive

Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

October 15, 2020

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to County Legislature Resolution No. 330-1997 and Local Law No. 5-2015, I am hereby appointing, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County/Syracuse Commission on Human Rights:

APPOINTMENT:

Mia G. Wade
105 Merman Drive
Dewitt, New York 13214

TERM EXPIRES:

December 31, 2022

Ms. Wade will replace Shui-Kai Chin's expired appointment.

Your confirmation of this appointment would be greatly appreciated.

Sincerely,


J. Ryan McMahon, II
County Executive

cc: Legislator Brian May, Chair, Ways & Means Committee
Yvette Velasco, Esq., Law Department
Monica Williams, Chief Diversity Officer
Jamie McNamara, Clerk, Onondaga County Legislature

20 OCT 19 AM 7:56

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ONONDAGA COUNTY
LEGISLATURE

Mia G. Wade

105 Merman Drive, Dewitt, NY 13214 Email: wademg@lemoyne.edu Phone: (315)877-7968

EDUCATION:

Le Moyne College, Syracuse, NY
Bachelor of Arts: Sociology

May 2017

RELEVANT EXPERIENCE:

Peace Inc., Syracuse, NY
Family Worker

August 2018-Present

- Provide crisis intervention, emergency assistance, counseling, information and referral services to Head Start families
- Conduct home visits when required
- Advocate on behalf of families to assure complete utilization of available services
- Utilize community resources
- Maintain data and documentations with families through Promis and My Head Start data base

Toomey Residential, Syracuse, NY
Youth Skill Builder

January 2018-Present

- Develop, implement and modify treatment plans
- Provide support and skill building to youth with developmental disabilities and mental health diagnoses
- Assist the youth with identifying current strengths/assets and strategies for acquiring desired skills

Salvation Army Syracuse Area Services, Syracuse, NY
Early Head Start Teacher

July 2017- August 2018

- Planned and executed a curriculum alongside room staff that will address both individual children's and group needs appropriately utilizing EHS curriculum (utilizing assessments such as Teaching Strategies Gold and DECA)
- Assessed and monitored developmental area/level of each child and facilitate referral for evaluations as necessary
- Ensured completion of all paperwork in a timely basis including but not limited to attendance, meal counts, lesson plans, daily health checks, fire drill records, narratives and daily notes

Wegmans, Syracuse, NY
Accounting Clerk Representative

August 2010-September 2017

- Received and processed employee tills at the end of their shift
- Performed hourly pick-ups and readings for the Front End to monitor sales and revenue
- Monitored the store's payroll for accuracy, help solve financial inconsistencies and check for discrepancies

COMMUNITY INVOLVEMENT:

Doula 4 A Queen, Syracuse, NY
Volunteer

March 2019-Present

CHAFTA, Central Baptist Church, Syracuse, NY
Chinese Outreach Volunteer

January 2016-Present

Central Baptist Church, Syracuse, NY
Nursery Teacher

September 2015-Present

SKILLS:

- Proficient in Microsoft Word, Excel, PowerPoint, Databases, SPSS statistical programming as well as document scanning and imaging, E-Mail & World Wide Web Applications
- American Red Cross Adult and Pediatric First Aid CPR/AED Certified (April 2018)
- Mental Health First Aid USA (October 2017)



Onondaga County Legislature

David H. Knapp

Chairman

401 Montgomery Street · Court House · Room 407 · Syracuse, New York 13202

Phone (315) 435-2070 · Fax (315) 435-8434

October 19, 2020

MEMO

TO: Tim Burtis, Chair
Ways and Means Committee Members

FROM: David H. Knapp
Chairman

RE: Appointments to the Onondaga County
Tobacco Asset Securitization Corporation

A handwritten signature in black ink, reading "David H. Knapp", is written over the "FROM:" line of the memo.

This is to advise that I am recommending the reappointments of Legislator Casey Jordan and Legislator Tim Burtis to the Onondaga County Tobacco Asset Securitization Corporation. Both appointments are for a one-year term which will expire on December 31, 2021.

These appointments will require confirmation of the full Legislature at its November 4, 2020 Session.

Thank you for your consideration.

cc: Jamie McNamara, Clerk
Legislators

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20 OCT 19 AM 9:27



Onondaga County Legislature

David H. Knapp

Chairman

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October 19, 2020

TO: Tim Burtis, Chair
Ways & Means Committee Members

FROM: David H. Knapp
Chairman

RE: Reappointments to Cornell Cooperative Extension

A handwritten signature in black ink, reading "David H. Knapp", is written over the "FROM:" line of the letter.

This is to advise that I am reappointing Legislator Debra Cody and Legislator Mary Kuhn as our two Legislative Representatives to the Cornell Cooperative Extension Association of Onondaga County Board of Directors.

These appointments are for a one-year term to expire December 31, 2021 and will require confirmation by the full Legislature at the November 4, 2020 session.

Thank you for your anticipated cooperation.

cc: Jamie McNamara, Clerk
Legislators

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October 19, 2020

TO: Tim Burtis, Chair
Ways & Means Committee

FROM: David H. Knapp
Chairman

A handwritten signature in black ink, reading "David H. Knapp", is written over the printed name and title.

RE: Reappointments to the Onondaga County Soil and Water Conservation District

This is to advise that I am recommending the reappointment of Legislators Julie Abbott-Kenan and Ken Bush, Jr. to the Onondaga County Soil and Water Conservation District. These reappointments are for a one-year term to expire December 31, 2021 and will require confirmation by the full Legislature at the November 4, 2020 session.

Thank you for your anticipated cooperation.

cc: Jamie McNamara, Clerk
Legislators

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J. Ryan McMahon II
County Executive

Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

October 23, 2020

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Consistent with the Article XXIII of the Onondaga County Administrative Code, Section 23.01, I am hereby appointing, Brian Kelley, to serve as Commissioner of Parks and Recreation for Onondaga County, effective November 4, 2020.

Your confirmation of this appointment will be greatly appreciated.

Sincerely,

J. Ryan McMahon, II
County Executive

cc: Jamie McNamara, Clerk, County Legislature
Lisa Dell, Onondaga County Clerk
Mary Beth Primo, Deputy County Executive, Physical Services
Yvette Velasco, Esq., Senior Deputy County Attorney

20 OCT 27 AM 9:56
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LEGISLATURE

Brian J. Kelley

4530 Providence Road
Jamesville, NY 13078
315-430-9126
BrianKelley@ongov.net

PROFESSIONAL SUMMARY

As a Parks Professional, I have over twenty years of progressive experience in parks and recreation management. I have extensive experience in park operations, large scale events and overseeing annual budgets. Currently, as Acting Parks Commissioner, I manage fifteen parks and supervise staff of all skill levels. As an organized and detailed professional, my knowledge, skills and dedication will continue to be an asset to Onondaga County Government.

EXPERIENCE

Deputy Commissioner/Acting Commissioner - Onondaga County Parks January 2020-Present

- Appointed Deputy Parks Commissioner in January 2020. Promoted to Acting Parks Commissioner within eight months.
- Responsible for direct oversight and management of all Onondaga County Parks, which includes programs, events, personnel and public relations.
- Accountable for the Department's annual budget totaling approximately sixteen million dollars.
- Liaison with the County Executive's office in developing policies and procedures for the Parks Department.
- Interact with other departments to coordinate capital and construction projects to enhance the infrastructure of the Parks Department.
- Responsible for working with the Onondaga County Legislature.
- Managed the Parks Department during the COVID-19 pandemic, and successfully kept the parks open for passive use while still following all CDC guidelines.
- Manage a staff of over one hundred fifty employees including both full and part-time.

Park Superintendent III – Onondaga County Parks 2017 – January 2020

- In 2013, the Southern District of Onondaga County Parks, which included Highland Forest, Jamesville Beach and Pratts Falls were created. In 2017, The Veteran's Cemetery, Carpenter's Brook Fish Hatchery, Otisco Lake Park and the Jordan Level were added. The addition of these properties to the Southern District of parks allowed for more consolidation of staff, vehicles and equipment resources. Additionally, this consolidation allowed the District to continue to manage projects, events and building maintenance within one fluid operation.
- Parks in the District hosted various large scale events, such as BalloonFest, Ironman, and the Canine Carnival. Our responsibilities incorporated all operational aspects of these events.
- Managed a staff of forty full-time and part-time employees.
- Responsible for handling all personnel issues.
- Administered and prepared six operating budgets totaling approximately one million dollars.
- Directed and supervised building and grounds maintenance for nine parks.
- Developed long range planning for capital improvements.
- Responded to and resolved customer inquiries, problems and complaints in a timely and professional manner.

Park Superintendent II – Onondaga County Parks**2013 - 2017**

- Created the Southern District by consolidating Highland Forest, Jamesville Beach and Pratts Falls. Staff, vehicles and equipment were resource shared amongst each park and prioritized based on the greatest need. This ensured all parks operated at the highest standards set by Onondaga County Parks.
- Established a mowing crew based at Highland Forest in which dedicated staff mowed all parks in the District on a weekly basis. This allowed us to be more efficient by reducing our mowing fleet and using less staff to perform the mowing duties.
- Managed a staff of thirty employees, both full-time and seasonal.
- Oversaw and prepared three operating budgets totaling approximately six hundred thousand dollars.
- Hosted various large scale events within the three parks.
- Directed and supervised building and grounds maintenance for three parks.

Park Superintendent I – Onondaga County Parks**2007 - 2013**

- Managed all operational aspects of Highland Forest.
- Established a national caliber cross country ski program by enhancing the trail system and purchasing specialized equipment for snow grooming and maintenance.
- Incorporated daily and annual season passes which increased revenue at Highland Forest.

Recreation Supervisor – Onondaga County Parks**2002 - 2007**

- Responsible for all athletic programs managed by Onondaga County Parks at Alliance Bank Stadium and Hopkins Road Park.

Assistant Director of Intramurals and Club Sports – SUNY Oswego**1999-2002**

- Managed all intramural, recreational and club sport programs.

EDUCATION**West Virginia University**

Bachelor of Science in Parks and Recreation Management

Onondaga Community College

Associates Degree in Recreational Leadership

20 OCT 23 AM 10:11

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J. Ryan McMahon II
County Executive

Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

October 27, 2020

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Article XXV, Section 25.05, of the Onondaga County Administrative Code, I have appointed, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County Public Library Board of Trustees:

APPOINTMENT:

Maria Mahar
7905 East Ridge Pointe Drive
Fayetteville, New York 13066

TERM EXPIRES:

December 31, 2024

Maria Mahar will replace Christina Ondrako.

Your confirmation of this appointment would be greatly appreciated.

Sincerely,



J. Ryan McMahon, II
County Executive

cc: Yvette Velasco, Esq., Law Department
Jamie McNamara, County Legislature
Christian Zabriskie, Library Executive Director
Legislator Deb Cody, Chair, County Facilities Committee

20 OCT 29 PM 3:02
RECEIVED
ONONDAGA COUNTY
LEGISLATURE

Maria C. Mahar MA RDN CDN

7905 East Ridge Pointe Drive

Fayetteville, NY 13066

315-435-2362 x4698

315-447-7865 (c)

mmahar@ongov.net

maria.mahar@gmail.com

PROGRAM & TRAINING ADMINISTRATOR with over 40 years of diversified experience in developing, motivating and leading community leaders and department personnel to achieve program and organizational objectives.

SELECTED ACHIEVEMENTS

Organized and implemented a summer senior nutrition dining site at CNY Regional Farmers Market—the site was not only a conduit for older persons to programs and services that helped them reduce food insecurity but increased awareness of what services the Office for Aging has to offer to improve their quality of life.

Testified to the New York Food Policy Council on the behalf of the New York State Academy of Nutrition and Dietetics (NYSAND) to introduce opportunities for NYSAND and the Council of Food Policy to collaborate on how NYSAND can be a resource in assisting New York State in developing food policy that will ensure safe, fresh, nutritious and affordable food for all New Yorkers, especially to low income residents, senior citizens and children; and how to modify state agriculture policy that will promote increase sales of New York agricultural products to New York customers.

Organized community leaders in Onondaga County to create the *Farm Fresh Mobile Market* to deliver locally grown fruits and vegetables (from area farmers) to low income, minority neighborhoods located in food deserts.

Collaborated with The Maxwell School of Citizenship and Public Affairs of Syracuse University by working with Maxwell geographers to bring a geographic understanding to questions of poverty and malnutrition in the city of Syracuse, NY. The information was used to conduct a food-stamps enrollment drive in neighborhoods where the maps showed such needs to be especially high and to raise awareness to hunger in the local community.

Restructured the delivery of nutrition/wellness services for hospital-discharged seniors through the Administration on Aging demonstration grant *Community Connections: Moving Seniors toward Wellness Grant*.

Mentored Cornell and Syracuse University dietetic interns at the Department of Adult & Long Term Care Center, students are taught how to develop community nutrition education programs for older adults; and actively participate in advocacy events and community partnerships that raised awareness regarding hunger and food insecurity among older adults.

Partnered with the Caregivers Resource Program and Caregivers Institute to provide an innovated series of cooking classes, titled *Men Can Cook!* The classes were designed for widowers and men providing home care for their spouses and/or significant others. The program was featured in the New York State Office for the Aging, 2008 Best Practices directory. Also taught classes titled *Cooking with Diabetics, Men Can Grill, and Healthy Eating for Successful Living for Older Adults*.

Partnered with Vietnamese Community Elders – successfully created the Vietnamese Community Center for elders. The center provides senior services funded by the Older Americans Act. The center originally served 25; the center now serves 50 seniors.

PROFESSIONAL EXPERIENCE:

Onondaga County Department of Adult & Long Term Care Services, Syracuse, NY

Project Director, Senior Nutrition Services /PeerPlace™ Administrator -2012- Present

Directs and supervises the senior nutrition program in Onondaga County, budget 1.6 million. Supervise the nutrition case assessments of the home delivered clients. Organize and coordinates the financial and program data. Supervise subcontracting agencies to ensure that work performed is in accordance with the Older Americans Act, Federal, State and County regulations. Preceptor for Cornell, Iowa University, University of Houston, SUNY Oneonta, and Syracuse University dietetic interns.

Onondaga County Department of Aging & Youth, Syracuse, NY

Nutrition Services Coordinator/PeerPlace™ and IT Administrator - 1998-2012

Implemented evidence-based health promotion classes for the Native American, African American and Latino communities. Administered programs such as the *Senior Farmers' Market Nutrition Program, Farm Fresh Mobile Market, Stroke Awareness Campaign* and *Emergency Preparedness Program for Older Adults*. Conducted annual

evaluations and audits for congregate nutrition sites and meals on wheels agencies. Managed the federal registration software program that collects demographic data used to develop and maintain home-based services for seniors.

Marriott @ University Medical Hospital, Syracuse, NY

Director of Patient Food Services/District Safety Coordinator – 1987-1998

Managed the daily operations for a variety of food service systems in a 350-bed teaching facility. Trained and managed 60 full-time support personnel. Managed all aspects of service for 250,000 patient meals annually. Coordinated the safety program for five district area health care facilities. Developed and implemented the quality control program activities for the food service department.

Hill Associates, Syracuse, NY

Customer Application Support Specialist– 1986-1987

Provided menu and recipe nutrition analysis support for 20 magazines (i.e. Food and Wine, Good Housekeeping and Sunset Magazines) and health care organizations.

Interstate United @ University Hospital, Syracuse, NY

Human Resource Director – 1983-1986

Recruited and trained food service associates, administered payroll for salaried and hourly associates. Mediated labor contract disputes.

EDUCATION & CERTIFICATION

State University of Oneonta, Oneonta, NY -BS in Dietetics 1980

Certified Dietitian-Nutritionist by State of New York since 2000

Registered by the Commission on Dietetic Registration since 2003

Syracuse University, Syracuse, NY -MA in Nutrition Science 2006

Graduate of the American Dietetic Association Leadership Institute 2007

Certificate of Training in Adult Weight Management 2016

ServSafe Certified 2019

VOLUNTEER/BOARD EXPERIENCE:

- Syracuse University Falk College of Sport and Human Dynamics – Member of the Professional Advisory Board for Dietetic Internships 2002-present
- Central New York Dietetic Association - National Nutrition Month Chair, 2003, 2004
- Central New York Dietetic Association - President, 2006, 2019-2020
- Central New York Dietetic Association - Public Policy Coordinator 2009-2010, 2010-2011
- New York State Academy of Nutrition and Dietetics - Secretary, 2007-2009
- New York State Academy of Nutrition and Dietetics -Annual Meeting Chair, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014
- New York State Academy of Nutrition and Dietetics - House of Delegate (representing Academy members in the Central New York and Mohawk Districts) 2009-2010
- New York State Academy of Nutrition and Dietetics - President-Elect -2010-2011, President -2011-2012, Past President 2012-2013
- Healthy Aging Dietetic Practice Group - Communications Director, 2009-2011
- County Legislative appointee to the Board of the Central New York Regional Market Authority 2009- present
- National Association of Nutrition and Aging Service Programs – Executive board member 2010-2019
- National Diabetes Education Program – Taskforce partner 2010-2019
- Committee member of National Resource Center on Nutrition and Aging Modernization Workgroup -2013
- Speaker–Academy of Dietetics and Nutrition Public Policy Workshop in Washington DC 2012, 2013, 2014
- Co-Speaker–“*Lowering the sodium content in congregate and home delivered meals*” for the Administration on Aging in Washington DC 2014
- Healthy Aging Dietetic Practice Group – Chair Elect 2013-2014, Chair 2014-2015, Past Chair 2015-2016
- Chair of the Syracuse Care Transition Coalition Nutrition Sub-Committee – 2017– 2019

HONORS

- Go With The Grain Gold Award Winner, General Mills Bell Institute of Health and Nutrition 2003
- Emerging Dietetic Leader Award winner, New York State Dietetic Association -2010
- IPRO Quality Award winner, Center for Medicare and Medicaid Services Coordination of Care -2019
- Distinguished Dietitian/Nutritionist Award winner, New York State Academy of Nutrition and Dietetics -2020

November 4, 2020

136

Motion Made By Mr. McBride, Mr. Knapp, Mr. Bush,
Mrs. Abbott-Kenan, Mr. May, Mrs. Tassone,
Ms. Cody, Mr. Burtis, Mr. Holmquist, Mr. Jordan,
Mr. Rowley, Mr. Ryan, Ms. Kuhn, Mr. Kinne,
Mrs. Ervin, Dr. Chase, Mr. Williams

RESOLUTION NO. _____

PROVIDING CONTINUOUS INDIVIDUAL AND FAMILY DENTAL AND HEALTH INSURANCE
BENEFITS THROUGH DECEMBER 31, 2021, AT COUNTY EXPENSE FOR THOSE COUNTY
OFFICERS AND EMPLOYEES DURING THEIR ACTIVE MILITARY DUTY

WHEREAS, the New York State Military Law provides certain rights to public officers and employees absent on military duty as members of Reserve Forces or Reserve components of the Armed Forces of the United States; and

WHEREAS, pursuant to the Onondaga County Personnel Rules, county officers and employees on authorized military leave are entitled to all the rights and privileges set forth in said Military Law; and

WHEREAS, notwithstanding those rights and benefits, calls to active duty often impose financial hardship on those summoned and their dependents; and

WHEREAS, there is no express provision in the Military Law or Personnel Rules for the continuation of dental and health insurance benefits for county officers, employees and their dependents when the period of ordered military duty exceeds thirty calendar days or twenty-two working days; and

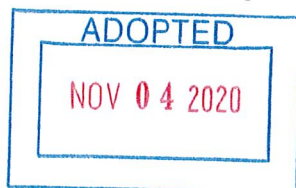
WHEREAS, while the military provides medical coverage to its activated Reservists and some coverage to their dependents, that coverage is not as comprehensive as Onondaga County's medical plan for its officers, employees and dependents; and

WHEREAS, through a series of resolutions, most recently by Resolution No. 144- 2019, this Onondaga County Legislature has previously provided for the continuation of individual and family dental and health insurance coverage at County expense, through December 31, 2020, for those county officers and employees called to active ordered military duty and the dependents of said officers and employees; and

WHEREAS, it is necessary to extend those benefits at county expense through December 31, 2021; now, therefore be it

RESOLVED, that through December 31, 2021, Onondaga County shall continue to provide individual and family dental health insurance coverage at county expense for those officers and employees ordered to active military duty and the dependents of said officers and employees.

Military Dental - 2021
yv
dak 10.20.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th DAY OF November, 2020.


CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 NOV - 2 AM 9:14

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

/

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

November 4, 2020

137

Motion Made By Mr. McBride, Mr. Knapp, Mr. Bush,
Mrs. Abbott-Kenan, Mr. May, Mrs. Tassone,
Ms. Cody, Mr. Burtis, Mr. Holmquist, Mr. Jordan,
Mr. Rowley, Mr. Ryan, Ms. Kuhn, Mr. Kinne,
Mrs. Ervin, Dr. Chase, Mr. Williams

RESOLUTION NO. _____

**AUTHORIZING ONONDAGA COUNTY TO PAY THE DIFFERENCE IN PAY BETWEEN
MILITARY BASE PAY AND BASE COUNTY SALARY TO COUNTY OFFICERS AND
EMPLOYEES WHILE PERFORMING ORDERED MILITARY DUTY**

WHEREAS, the New York State Military Law provides certain rights to public officers and employees absent on military duty as members of Reserve Forces or Reserve components of the Armed Forces of the United States; and

WHEREAS, pursuant to the Onondaga County Personnel Rules, county officers and employees on authorized military leave are entitled to all the rights and privileges set forth in said Military Law; and

WHEREAS, notwithstanding those rights and benefits, calls to active duty often impose financial hardship on those summoned and their dependents; and

WHEREAS, through a series of resolutions, most recently by Resolution No. 145-2019, this Onondaga County Legislature has previously authorized the County to pay the difference between military pay and base county salary to county officers and employees performing ordered military duty through December 31, 2020; and

WHEREAS, it is necessary to extend that pay differential benefit through December 31, 2021, and pay to county officers and employees on authorized military leave the difference between such officer or employee's military pay received from the United States Government and/or the State of New York and the base county salary such employee would have received for his/her regularly scheduled work week if such employee had not been called to active duty; now, therefore be it

RESOLVED, that through December 31, 2021, Onondaga County shall continue to pay such county officers and employees who are on ordered active duty with the Reserves or National Guard, the difference of said base county salary minus military base pay; and, be it further

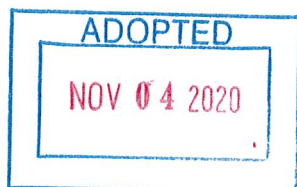
RESOLVED, that in the event the military base pay equals or exceeds the base county salary of said officer or employee, no supplemental pay shall be authorized.

Military Pay - 2021
yv
dak 10.20.2020

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th DAY OF November, 2020.


CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK



20 NOV - 2 AM 9:1

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

2.

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

3.

November 4, 2020

Waiver

Motion Made By Mr. Knapp

RESOLUTION NO. 138

CONFIRMING APPOINTMENT BY THE COUNTY EXECUTIVE TO THE ONONDAGA COUNTY
PUBLIC LIBRARY BOARD OF TRUSTEES

WHEREAS, pursuant to Article XXV, Section 25.05, of the Onondaga County Administrative Code, J. Ryan McMahon, II, Onondaga County Executive, duly appointed and designated, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County Public Library Board of Trustees:

APPOINTMENT:

Maria Mahar
7905 East Ridge Pointe Drive
Fayetteville, New York 13066

TERM EXPIRES:

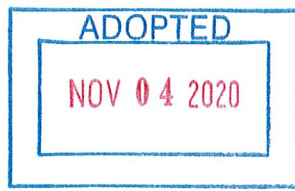
December 31, 2024

and

WHEREAS, it is the desire of this Legislature to confirm said appointment; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointment of the above named individual to serve as a member of the Onondaga County Public Library Board of Trustees for the term specified above.

Appt - Lib Bd of Trst Mahar
yv
dak 10.28.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE
4th DAY OF November, 2020.

A handwritten signature in black ink, appearing to be "Jm", written over the printed title of the Clerk.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 OCT 28 PM 1:41

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

3.

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				<i>Mr. May requested a waiver, no objection Waiver granted.</i>
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

4

November 4, 2020

139

Motion Made By Mr. Knapp

RESOLUTION NO. _____

REAPPOINTING TWO DIRECTORS TO THE ONONDAGA COUNTY TOBACCO ASSET
SECURITIZATION CORPORATION

WHEREAS, by Local Law No. 8 adopted June 4, 2001, this Onondaga County Legislature provided for the sale of the County's rights to receive payments expected to become due under the Master Settlement Agreement, related Consent Decree and Final Judgment with various tobacco companies, and authorized the County to sell those rights to a local development corporation ("Onondaga Tobacco Asset Securitization Corporation"); and

WHEREAS, said local law provides for a five member Board of Directors to manage said corporation, with two Directors to be appointed by the Onondaga County Legislature subject to confirmation by the County Legislature; and

WHEREAS, pursuant to that local law, it is the desire of this Legislature to reappoint two Directors to the Onondaga Tobacco Asset Securitization Corporation; now, therefore be it

RESOLVED, that the Onondaga County Legislature hereby confirms the reappointment of the following individuals to the Onondaga Tobacco Asset Securitization Corporation:

REAPPOINTMENTS:

Tim Burtis
9444 Hawkeye Drive
Brewerton, New York 13029

TERM EXPIRES:

December 31, 2021

Casey E. Jordan
8133 Rizzo Drive
Clay, New York 13041

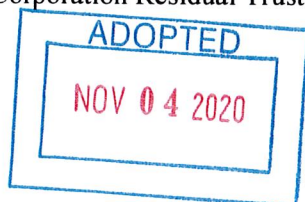
December 31, 2021

and, be it further

RESOLVED, that each Director shall serve for a one year term or until the next annual meeting of the Corporation, if such meeting occurs one year or more after commencement of the Director's then current term, and in any event until their successors have been duly appointed and qualified, or as otherwise determined by the Board of Directors pursuant to the By-laws of said corporation; and, be it further

RESOLVED, that each Director also shall serve as a Trustee to the Onondaga Tobacco Asset Securitization Corporation Residual Trust.

Tobacco Appt 21
DLL
yv
dak 10.19.2020



20 OCT 19 PM 3:31

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th DAY OF November, 2020.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

**NOVEMBER 4, 2020
SESSION**

4

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

5.

November 4, 2020

140

Motion Made By Mr. Knapp

RESOLUTION NO. _____

CONFIRMING REAPPOINTMENTS TO THE CORNELL COOPERATIVE EXTENSION
ASSOCIATION OF ONONDAGA COUNTY BOARD OF DIRECTORS

WHEREAS, pursuant to Section 224 of the New York State County Law, Article V, Section 3 of the Constitution of the Cornell Cooperative Extension Association of Onondaga County, and the Association's By-Laws, the Onondaga County Legislature has been requested annually to appoint two legislators to serve on the Board of Directors of said Association; and

WHEREAS, the Chairman of the Onondaga County Legislature has reappointed Debra Cody and Mary Kuhn as the Legislature's representatives; now, therefore be it

RESOLVED, that the Onondaga County Legislature hereby confirms the reappointments of the following individuals as members of the Cornell Cooperative Extension Association of Onondaga County Board of Directors for the terms specified:

REAPPOINTMENTS:

Debra Cody
107 Circle Road
North Syracuse, New York 13212

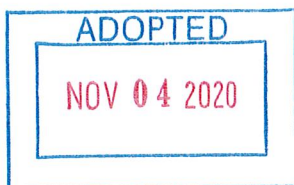
TERM EXPIRES:

December 31, 2021

Mary Kuhn
108 Orvilton Drive
DeWitt, New York 13214

December 31, 2021

CCE Legislature 2021
DLJ
yv
dak 10.19.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th DAY OF November, 2020.

A handwritten signature in black ink, appearing to be "Jm", written over a horizontal line.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 OCT 19 PM 3:31

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

5.

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

November 4, 2020

Motion Made By Mr. Knapp

RESOLUTION NO. 141

CONFIRMING REAPPOINTMENTS TO THE ONONDAGA COUNTY SOIL AND WATER
CONSERVATION DISTRICT BOARD

WHEREAS, pursuant to Section 7 of the Soil Conservation District Law, the Onondaga County Legislature has been requested annually to appoint two of its members as Directors to the Onondaga County Soil and Water Conservation District Board; and

WHEREAS, it is the desire of the Onondaga County Legislature to reappoint Ken Bush, Jr. and Julie Abbott-Kenan as the Legislature's representatives; now, therefore be it

RESOLVED, that the Onondaga County Legislature hereby confirms the reappointments of the following individuals as Directors of the Onondaga County Soil and Water Conservation District Board for the terms specified:

REAPPOINTMENTS:

Ken Bush, Jr.
17 N. Main Street
Jordan, New York 13080

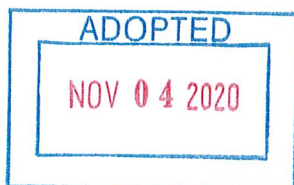
TERM EXPIRES:

December 31, 2021

Julie Abbott-Kenan
7 Tallcot Lane
Skaneateles, New York 13152

December 31, 2021

SoilWater2021
D.L.L.
yv
dak 10.19.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th DAY OF November, 2020.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 OCT 19 PM 3:31

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

6

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

November 4, 2020

142

Motion Made By Mr. Jordan

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH THE PROPOSED
ADOPTION OF AN AMENDED SCHEDULE OF SEWER RENTS FOR THE ONONDAGA COUNTY
SANITARY DISTRICT

WHEREAS, by Resolution No. 563-1978 and pursuant to the Onondaga County Administrative Code Section 11.79, this County Legislature established and imposed a schedule of sewer rents for the Onondaga County Sanitary District ("District"), and such schedule imposed sewer rents upon property owners within the District on the basis of a "unit", using an estimate of 146,000 gallons per year for each such unit; and

WHEREAS, by Resolution No. 160-2019, this County Legislature provided for a new schedule of sewer rents, redefining a unit using an estimate of 125,000 gallons per year for each such unit; and

WHEREAS, it is now proposed to redefine such unit to use an estimate of 120,000 gallons per year for each such unit, and the Commissioner of Water Environment Protection has prepared a schedule of proposed sewer rents which would supplant and supersede the current schedule of rents; and

WHEREAS, the proposed schedule has been filed with the Clerk of the County Legislature and with the clerks of the various towns, villages and the City of Syracuse all within or partly within the District wherein such proposed sewer rents would be effective; and

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, held a Commissioner's Hearing on October 13, 2020 to consider said modification of sewer rents and has prepared and submitted to said County Legislature a Report dated October 13, 2020, duly approved by the County Executive and filed with the Clerk of the Onondaga County Legislature, recommending modification to the existing schedule of sewer rents; now, therefore be it


RESOLVED, that a public hearing be held for the purpose of considering the proposed sewer rent schedule and the Commissioner's Report and said public hearing shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 1st day of December, 2020 at 12:55 o'clock P.M. for the purpose of considering the aforesaid matter; and, be it further

RESOLVED, that the Clerk of the Onondaga County Legislature hereby is directed to cause a notice of such public hearing to be published and posted in the manner provided by Section 11.79 of the Onondaga County Administrative Code.

Sewer Rent PH
bmy
mmd
dak 9.25.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE
4th DAY OF November, 2020.


CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 SEP 25 AM 9:56
RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

7

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

COMMISSIONER'S REPORT

October 13, 2020

TO: Onondaga County Legislature
Onondaga County Court House
401 Montgomery Street, Room 407
Syracuse, NY 13202

On October 13, 2020, the undersigned held a Commissioner's Hearing, open to the public, pursuant to subdivision (a) of Section 11.79 of the Onondaga County Administrative Code. The purpose of the hearing was to hear public comment on:

Adopting an amended schedule of sewer rents for the Onondaga County Sanitary District to supplant and supersede the current schedule established by Resolution No. 563-78 and most recently amended by Resolution No. 160-19, to become effective January 1, 2021.

This hearing was properly posted and advertised. No one appeared to speak in opposition to the proposal and no written comments were received. It is recommended, based upon the undersigned review of the matter, that:

1. The Legislature set a date for a public hearing on the proposal; and,
2. Said costs be recovered from the Onondaga County Sanitary District.

Respectfully submitted,



Frank M. Mento, P.E.
Commissioner



J. Ryan McMahon, II
County Executive

20 OCT 21 AM 9:22

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

COUNTY OF ONONDAGA
STATE OF NEW YORK
Department of WATER ENVIRONMENT PROTECTION

In the Matter of:

ADOPTING AN AMENDED SCHEDULE OF SEWER RENTS FOR
THE ONONDAGA COUNTY SANITARY DISTRICT TO SUPPLANT
AND SUPERSEDE THE CURRENT SCHEDULE ESTABLISHED BY
RESOLUTION NO. 563-78, AND MOST RECENTLY AMENDED BY
RESOLUTION NO. 160-19, TO BECOME EFFECTIVE JANUARY 1,
2021.

A PUBLIC HEARING in the above-matter was conducted at the Onondaga County
Department of Water Environment Protection, 3rd floor of the Administration Building,
650 Hiawatha Boulevard West, Syracuse, NY on Tuesday, October 13, 2020 at 4:00 p.m.

PRESENT: Frank Mento, Mary Gates

HEARING OFFICER: Frank M. Mento, P.E.

Commissioner
Department of Water Environment

Protection

I, Mary Gates, Administrative Assistant for Onondaga County, Department of Water
Environment Protection, do hereby certify that the foregoing transcript of the Public
Hearing, County of Onondaga, recorded at the time and place referenced above, is true
and accurate to the best of my knowledge, skill and ability.

Reported By: Mary Gates
Administrative Assistant

Date: 10/13/2020

Mary Gates
Mary Gates
Administrative Assistant

PUBLIC HEARING
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT
PROTECTION
TUESDAY, October 13, 2020

The following occurred at 4:05 p.m.:

Commissioner Mento: This is a Commissioner's Hearing to hear public comment on adopting an amended schedule of sewer rents for the Onondaga County Sanitary District; therefore,

It is 4:05 p.m., and I declare the hearing open. Are there any comments to be presented?

(No response).

Commissioner Mento: Since there is no one in attendance for this hearing, I present the following statement for the record:

The sewer rent schedule was originally established in 1978 when the Consolidated Sanitary District (CSD) was formed as a means of recovering operation and maintenance costs from users of the system. The unit charge is billed to all connected properties in the CSD on the property tax bill. Users of the system are billed on the basis of "units" where one unit is defined as up to or equaling 125,000 gallons of water consumption per year. Single family residential properties are billed at the minimum rate regardless of usage. Large volume commercial users are billed according to usage.

Over time, typical residential use has been decreasing, creating a disparity between low and high volume users, as typical residential use is now below 125,000 gallons/year. To more equitably distribute the costs of the system, WEP is proposing lowering the minimum units to 120,000 gallons/year beginning in 2021. A Legislative public hearing on the proposed amended schedule is tentatively scheduled for December 1, 2020. The proposed modified schedule of sewer rents will be attached to this Report.

That concludes my statement, and, as no one is in attendance, and no written comments were received, I declare this hearing to be closed.

(End of hearing at 4:09 p.m.)

* * * * *

December 1, 2020

Motion Made By M

RESOLUTION NO. _____

A RESOLUTION ADOPTING AN AMENDED SCHEDULE OF SEWER RENTS FOR THE
ONONDAGA COUNTY SANITARY DISTRICT

WHEREAS, by Resolution No. 563-1978 and pursuant to the Onondaga County Administrative Code Section 11.79, this County Legislature established and imposed a schedule of sewer rents for the Onondaga County Sanitary District ("District"), and such schedule imposed sewer rents upon property owners within the District on the basis of a "unit", using an estimate of 146,000 gallons per year for each such unit; and

WHEREAS, by Resolution No. 160-2019, this County Legislature provided for a new schedule of sewer rents, redefining a unit using an estimate of 125,000 gallons per year for each such unit; and

WHEREAS, by adopting this resolution, such unit will be redefined using an estimate of 120,000 gallons per year for each such unit, and the schedule of proposed sewer rents provided herein will become effective on and after January 1, 2021; and

WHEREAS, the proposed schedule was filed with the Clerk of the County Legislature and with the clerks of the various towns, villages and the City of Syracuse, all within or partly within the District wherein such proposed sewer rents will be effective; and

WHEREAS, pursuant to the Onondaga County Administrative Code, the Commissioner of Water Environment Protection held a hearing on October 13, 2020 to consider the modification of sewer rents and has prepared and submitted a Report dated October 13, 2020, as approved by the County Executive and filed with the Clerk of the Onondaga County Legislature, recommending modification to the existing schedule of sewer rents; and

WHEREAS, a public hearing was held by this Onondaga County Legislature on December 1, 2020; now, therefore be it

RESOLVED, that this Onondaga County Legislature hereby modifies sewer rents for the District to be allocated on the basis of "units" as defined in the following schedule, where one unit is based on the estimate of 120,000 gallons to be used per year for each such unit:

- a. Single family structure, mobile home, townhouse, condominium – one unit each.
- b. All other multi-family residential structures – three-fourths unit per family.
- c. Mixed use properties having both residential and commercial use – three-fourths unit per family plus 1 unit assigned for the total commercial space, or, alternatively, in the event that the actual water usage exceeds the calculation of gallons per unit within this subsection (c) for the residential and commercial portions of the property, the number of units to be assigned to such property shall be based on water bills, as follows:
 1. Up to 120,000 gallons per year – one unit;
 2. One unit and fraction thereof for each 120,000 gallons per year.

- d. Commercial, industrial and institutional properties – units to be assigned based on water bills, or, where property is metered, or sufficient verification exists of wastewater discharged, as follows:
1. Up to 120,000 gallons per year – one unit;
 2. One unit and fraction thereof for each 120,000 gallons per year.

and, be it further

RESOLVED, that this Legislature does hereby establish and impose the above schedule of sewer rents to be effective January 1, 2021, and said sewer rents shall be levied, collected and enforced from the several lots and parcels of land within the District served by the sewer system for use of the same, in the same manner and at the same time as other County charges, and shall constitute a lien pursuant to law upon the real properties served by the sewer system; and, be it further

RESOLVED, that the Clerk of the Onondaga County Legislature hereby is directed to record a certified copy of this Resolution in the Office of the County Clerk of Onondaga County and thereafter to publish this Resolution in the official newspaper of the County at least once, where publication shall be at least thirty (30) days before the effective date hereof.

2021 Sewer Rent
bmy

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0009738236

ADVANCE

MEDIA NEW YORK

syracuse.com | THE POST-STANDARD

nyup.com

ONONDAGA COUNTY WATER ENVIRONMENT
MARY GATES
650 HIAWATHA BLVD W
SYRACUSE, NY 13204

Name: ONONDAGA COUNTY WATER ENVIRONMENT

Sales Rep: Pamela Gallagher

Account Number: 1004983

INV#: 0009738236

Date	Position	Description	P.O. Number	Ad Size
09/29/2020	Other Legals NY	NOTICE OF PUBLIC HEARING ONONDAGA COUNTY		1 x 142.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 09/29/2020


Pamela Gallagher

Principal Clerk

An Authorized Designee of the President, Timothy R. Kennedy

Subscribed and sworn to before me, this 1st day of October 2020


NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

JULIA FREEMAN

NOTARY PUBLIC, STATE OF NEW YORK

Registration No. 01FR6405211

Qualified in Onondaga County

My Commission Expires: 3/2/24

Date	Position	Description	P.O. Number	Ad Size
09/29/2020	Other Legals NY	NOTICE OF PUBLIC HEARING ONONDAGA COUNTY		1 x 142.00 CL

NOTICE OF PUBLIC HEARING ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION Notice is hereby given that, pursuant to subdivision (a) of Section 11.54 of the Onondaga County Administrative Code, the undersigned Commissioner of Water Environment Protection of the County of Onondaga, New York, will hold a public hearing at the Department of Water Environment Protection, 650 Hiawatha Boulevard West, Syracuse, New York on the 13th day of October, 2020 at 4:00 p.m. to hear all persons interested in the following proposal: 1. ADOPTING AN AMENDED SCHEDULE OF SEWER RENTS FOR THE ONONDAGA COUNTY SANITARY DISTRICT TO SUPPLANT AND SUPERSEDE THE SCHEDULE ESTABLISHED BY RESOLUTION NO. 563-78, AND MOST RECENTLY AMENDED BY RESOLUTION 160-19, TO BECOME EFFECTIVE JANUARY 1, 2021. At such public hearing, any municipality and all persons owning property within the Onondaga County Sanitary District, or immediately adjacent thereto, shall be entitled to be heard. Comments on the proposal must be submitted in writing and received by 4:00 P.M., Tuesday October 13, 2020 to be included in the record. Remarks may be submitted via email to marygates@ongov.net. In accordance with New York State Executive Order No. 202, including Executive Order No. 202.45, as extended by Executive Order No. 202.64, there will be limited seating available for this hearing. Masks or

facial coverings are required to enter all County Buildings. All seating will be spaced at least 6' apart. Everyone attending is asked to abide by social distancing standards. Hearing minutes will be on file in the Office of the Clerk of the Onondaga County Legislature and available upon request. Onondaga County assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its program or activities on the grounds of race, color, national origin, gender or gender identity, sexual orientation, or disability as provided by county policy and pursuant to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, and Executive Order 13166. Onondaga County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Onondaga County distributes federal aid funds to another government entity, it will include civil rights language in all written agreements and will monitor for compliance. Please advise the Onondaga County Department of Water Environment Protection should you need any accommodation to facilitate your participation. Tom Ginestro, the contact for the Onondaga County Department of Water Environment Protec-

tion, can be contacted by telephone at (315) 435-2260, or by e-mail at tomginestro@ongov.net for more information. Frank M. Mento, P.E., Commissioner.

NOTICE OF PUBLIC HEARING

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:
CITY OF SYRACUSE)

Paul Driscoll being duly sworn, deposes and says: that (s)he resides in the city/town/village of Syracuse County of Onondaga, New York; that (s)he is over 21 years of age; that on September 28, 2020, (s)he posted the notice, copy of which is hereto annexed, in twenty (20) conspicuous public places within the Onondaga County Sanitary District, and that the places in which said notice was posted are as follows:

1. City Hall, City of Syracuse
2. Town Hall, Town of Camillus
3. Town Hall, Town of Cicero
4. Town Hall, Town of Clay
5. Town Hall, Town of Dewitt
6. Town Hall, Town of Geddes
7. Town Hall, Town of Lysander
8. Town Hall, Town of Manlius
9. Town Hall, Town of Onondaga
10. Town Hall, Town of Pompey
11. Town Hall, Town of Salina
12. Town Hall, Town of Van Buren
13. Village Hall, Village of Baldwinsville
14. Village Hall, Village of North Syracuse
15. Village Hall, Village of Camillus
16. Village Hall, Village of Liverpool
17. Village Hall, Village of Solway
18. Village Hall, Village of East Syracuse
19. Village Hall, Village of Fayetteville
20. Village Hall, Village of Manlius



Signature

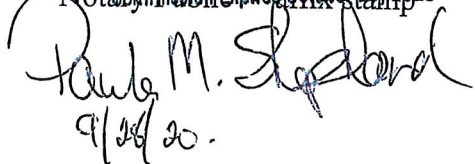
Subscribed and sworn to before me
this 28 day of September, 2020.

PAULA M. SHEPHARD

Notary Public, State of New York

Qualified in Onondaga Co. No. 01SH6366138

Notary Public Expires October 23, 2021



9/28/20.

**NOTICE OF PUBLIC HEARING
ONONDAGA COUNTY DEPARTMENT OF
WATER ENVIRONMENT PROTECTION**

Notice is hereby given that, pursuant to subdivision (a) of Section 11.54 of the Onondaga County Administrative Code, the undersigned Commissioner of Water Environment Protection of the County of Onondaga, New York, will hold a public hearing at the Department of Water Environment Protection, 650 Hiawatha Boulevard West, Syracuse, New York on the 13th day of October, 2020 at 4:00 p.m. to hear all persons interested in the following proposal:

1. ADOPTING AN AMENDED SCHEDULE OF SEWER RENTS FOR THE ONONDAGA COUNTY SANITARY DISTRICT TO SUPPLANT AND SUPERSEDE THE SCHEDULE ESTABLISHED BY RESOLUTION NO. 563-78, AND MOST RECENTLY AMENDED BY RESOLUTION 160-19, TO BECOME EFFECTIVE JANUARY 1, 2021.

At such public hearing, any municipality and all persons owning property within the Onondaga County Sanitary District, or immediately adjacent thereto, shall be entitled to be heard. Comments on the proposal must be submitted in writing and received by 4:00 P.M., Tuesday October 13, 2020 to be included in the record. Remarks may be submitted via email to marygates@ongov.net.

In accordance with New York State Executive Order No. 202, including Executive Order No. 202.45, as extended by Executive Order No. 202.64, there will be limited seating available for this hearing. Masks or facial coverings are required to enter all County Buildings. All seating will be spaced at least 6' apart. Everyone attending is asked to abide by social distancing standards. Hearing minutes will be on file in the Office of the Clerk of the Onondaga County Legislature and available upon request.

Onondaga County assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its program or activities on the grounds of race, color, national origin, gender or gender identity, sexual orientation, or disability as provided by county policy and pursuant to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, and Executive Order 13166. Onondaga County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Onondaga County distributes federal aid funds to another government entity, it will include civil rights language in all written agreements and will monitor for compliance.

Please advise the Onondaga County Department of Water Environment Protection should you need any accommodation to facilitate your participation. Tom Ginestro, the contact for the Onondaga County Department of Water Environment Protection, can be contacted by telephone at (315) 435-2260, or by e-mail at tomginestro@ongov.net for more information.

Frank M. Mento, P.E., Commissioner.

8

Pulled

November 4, 2020

Motion Made By Mrs. Ervin, Dr. Chase

RESOLUTION NO. _____

RE-APPOINTING DUSTIN M. CZARNY AS DEMOCRATIC COMMISSIONER OF ELECTIONS

WHEREAS, the Chair of the Onondaga County Democratic Committee has filed a certification with the Clerk of the Onondaga County Legislature, pursuant to Section 3-204 of the New York State Election Law, which certification states that Dustin M. Czarny, residing at 213 Melbourne Avenue, Syracuse, New York 13224, was duly recommended by the Democratic Committee of Onondaga County as a suitable and qualified person for re-appointment to the Office of Democratic Commissioner of Elections; and

WHEREAS, it is the desire of this Legislature to make such re-appointment; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby re-appoint Dustin M. Czarny, residing at 213 Melbourne Avenue, Syracuse, New York 13224, to the Office of Democratic Commissioner of Elections for the County of Onondaga, for a term of two (2) years effective, as of the first day of January 2021; and, be it further

RESOLVED, that, pursuant to the requirements of Election Law Section 3-208, the Elections Commissioners for Onondaga County shall receive an equal salary, with such salary to be paid at the rate in the appropriate step within Grade 35, under the then-current salary schedule, and such salary shall be payable in the same manner as are the salaries of other County officials; and, be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to cause certified copies of this resolution to be forwarded to the proper State and County officials.

BOE - Czarny
yv
dak 10.19.2020

20 OCT 22 AM 9:35

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

8

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				<i>Pulled.</i>
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:				

9.

November 4, 2020

Motion Made By Mr. Burtis

RESOLUTION NO. 143

CONFIRMING APPOINTMENT TO THE ONONDAGA COUNTY/SYRACUSE COMMISSION ON
HUMAN RIGHTS

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly appointed and designated the following individual to serve as a member of the Onondaga County/Syracuse Commission on Human Rights:

APPOINTMENT:

Mia G. Wade
105 Merman Drive
Dewitt, New York 13214

TERM EXPIRES:

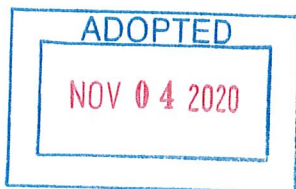
December 31, 2022

and

WHEREAS, such appointment is made pursuant to Onondaga County Resolution No. 330-1997 and consistent with Local Law No. 5-2015, subject to confirmation by the Onondaga County Legislature; now, therefore be it

RESOLVED, that the Onondaga County Legislature does confirm the appointment of the above individual to serve as a member of the Onondaga County/Syracuse Commission on Human Rights for the term specified above or until subsequent action by the County Executive.

Appt HRC Wade
yv
dak 10.19.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE
4th DAY OF November, 2020.

A handwritten signature in black ink, appearing to be "J. McMahon", written over a horizontal line.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 OCT 19 AM 9:22

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

9

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

November 4, 2020

Motion Made By Mr. Burtis

RESOLUTION NO. _____

RE-APPOINTING MICHELE L. SARDO AS REPUBLICAN COMMISSIONER OF ELECTIONS

WHEREAS, the Chair of the Onondaga County Republican Committee has filed a certification with the Clerk of the Onondaga County Legislature, pursuant to Section 3-204 of the New York State Election Law, which certification states that Michele L. Sardo, residing at 114 Benoit Drive, Syracuse, New York 13209, was duly recommended by the Republican Committee of Onondaga County as a suitable and qualified person for re-appointment to the Office of Republican Commissioner of Elections; and

WHEREAS, it is the desire of this Legislature to make such re-appointment; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby re-appoint Michele L. Sardo, residing at 114 Benoit Drive, Syracuse, New York 13209, to the Office of Republican Commissioner of Elections for the County of Onondaga, for a term of two (2) years effective, as of the first day of January 2021; and, be it further

RESOLVED, that, pursuant to the requirements of Election Law Section 3-208, the Elections Commissioners for Onondaga County shall receive an equal salary, with such salary to be paid at the rate in the appropriate step within Grade 35, under the then-current salary schedule, and such salary shall be payable in the same manner as are the salaries of other County officials; and, be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to cause certified copies of this resolution to be forwarded to the proper State and County officials.

BOE - Sardo
yv
dak 10.19.2020

20 OCT 19 PM 3:31

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

10

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				Pulled
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:				

November 4, 2020

Motion Made By Mr. Burtis, Mr. May, Ms. Cody

RESOLUTION NO. _____

144

CONFIRMING APPOINTMENT OF BRIAN KELLEY AS COMMISSIONER OF PARKS AND
RECREATION

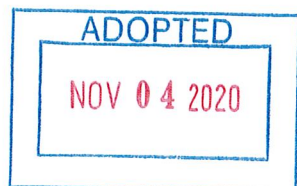
WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, pursuant to the power vested in him by the Onondaga County Charter and the Administrative Code of Onondaga County, has duly designated and appointed, pending confirmation, Brian Kelley, as Commissioner of Parks and Recreation; and

WHEREAS, it is the desire of the Onondaga County Legislature at this time, in accordance with the provisions of said Onondaga County Charter and the Administrative Code of Onondaga County to confirm said appointment; now, therefore, be it

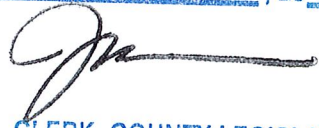
RESOLVED, that the Onondaga County Legislature, pursuant to the provisions of the Onondaga County Charter and the Administrative Code of Onondaga County, does hereby confirm, effective November 4, 2020, the appointment of Brian Kelley as Commissioner of Parks and Recreation and in accordance with his appointment by the County Executive; and, be it further

RESOLVED, that the above named appointment is effective immediately.

Comm Parks & Rec - Kelley 2020
yv
dak 10.22.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE
4th DAY OF November, 2020.


CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 NOV -4 AM 11:58

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

//

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

12.

November 4, 2020

145

Motion Made By Mr. Burtis

RESOLUTION NO. _____

ADOPTING RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL
GOVERNMENT RECORDS

WHEREAS, the State Archives, State Education Department, pursuant to Section 57.25 of the Arts and Cultural Affairs Law, and Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York, issued a Retention and Disposition Schedule for New York Local Government Records ("Schedule") indicating the minimum length of time that local government officials must retain their records before they may be disposed of legally; and

WHEREAS, the purposes of this Schedule are to: 1) ensure that records are retained as long as needed for administrative, legal and fiscal purposes; (2) ensure that state and federal record retention requirements are met; (3) ensure that records with enduring historical and other research value are identified and retained permanently; and (4) encourage and facilitate the systematic disposal of unneeded records; now, therefore be it

RESOLVED, that the Onondaga County Legislature hereby adopts the Retention and Disposition Schedule for New York Local Government Records, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, for use by all officers in legally disposing of valueless records listed therein; and, be it further

RESOLVED, that the Retention and Disposition Schedule for New York Local Government Records supersedes, consolidates and revises Records Retention and Disposition Schedules CO-2, MU-1, MI-1, and ED-1; and, be it further

RESOLVED, in accordance with Article 57-A: (a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records after they have met the minimum retention periods described herein; and (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

Local Govt Recrds
yv
dak 9.30.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE
4TH DAY OF November, 2020.

A handwritten signature in black ink, appearing to be "Jm", written over a horizontal line.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 SEP 30 AM 9:32

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

12.

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	<i>17</i>	<i>0</i>		

13.

November 4, 2020

146

Motion Made By Mr. Burtis

RESOLUTION NO. _____

STANDARD WORK DAY AND REPORTING RESOLUTION

WHEREAS, the County of Onondaga hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this Legislature:

L Name	F Name	MI	Title	*Term Begins/Ends	Standard Work Day (hrs/day)	Days/Month (based on Record of Activities)	Tier 1	No record of activities completed
APPOINTED								
DeSantis	John	N	Legislative Aide	Jan. 1, 2020 - Dec. 31, 2021	7	21.82		
McNamara	Jamie	M	Clerk	Jan. 1, 2020 - Dec. 31, 2021	7	23.68		
Trask	Katherine	L	Dep. Sheriff Chief of Administration	Jan. 1, 2019 - Dec. 31, 2022	7	25.73		

RESOLVED, that, pursuant to the requirements of 2 NYCRR 315.4, the Clerk of this Legislature is hereby directed to cause a copy of this resolution to be publicly posted for at least 30 days after adoption and, thereafter, to transmit this resolution and a supporting affidavit of posting to be filed with the New York State Office of the Comptroller within 15 days after the 30 day public posting period ends.

*Reflects the term of the Elected or Appointed Official making the appointment

SWD – NOV 2020 REDACTED
JMM
yv
dak 10.21.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE 4th DAY OF November, 2020.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 OCT 23 AM 11:58

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

13.

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

14.

November 4, 2020

Motion Made By Ms. Cody

RESOLUTION NO. 147

**AUTHORIZING THE DISCONTINUANCE OF A PORTION OF CHURCHILL ROAD, C.R. NO. 246,
IN THE TOWN OF SPAFFORD PURSUANT TO SECTION 131-b OF THE HIGHWAY LAW AND
ITS REMOVAL FROM THE COUNTY ROAD SYSTEM**

WHEREAS, Churchill Road is a County Road (C.R. 246) located in the Town of Spafford which runs perpendicular to and terminates at Otisco Lake in the vicinity of a newly constructed New York State Department of Environmental Conservation public boat launch; and

WHEREAS, given Churchill Road's steep grade and slope, seasonal and intermittent usage, uninhabited, undeveloped and rural surroundings, the presence of adequate alternative thoroughfares, and the dangers/hazards associated with truck and trailer traffic on such roadway, it has been recommended by the Commissioner of the Onondaga County Department of Transportation that the County discontinue a portion of Churchill Road, excluding the section of roadway abutting a seasonal residential parcel (tax parcel no. 022.-01-44.0), pursuant to Section 131-b of the Highway Law and remove said portion of road from the County road system; and

WHEREAS, an analysis of the potential environmental impact of the proposed road discontinuance has been undertaken pursuant to SEQRA; now, therefore be it

RESOLVED, that an Environmental Assessment Form (EAF) for the proposed road discontinuance has been prepared and reviewed and is on file with the Clerk of the Legislature; and, be it further

RESOLVED, that the EAF prepared by the County and filed with this Legislature is satisfactory with respect to scope, content and adequacy in conformance with SEQRA, and is hereby accepted and adopted by the County; and, be it further

RESOLVED, that this Onondaga County Legislature does hereby accept and adopt the Negative Declaration, prepared in accordance with Article 8 of the Environmental Conservation Law, for the Unlisted Action and has determined that the road discontinuance will not have a significant adverse impact on the environment; and, be it further

RESOLVED, that this Onondaga County Legislature is satisfied that it is for the interest of the County to discontinue, and hereby discontinues and removes, the following portion of Churchill Road from the County road system:

A PORTION of the right of way of Churchill Road C.R. 246 located between Stanton Road C.R. 104 and West Valley Road C.R. 113 being more particularly described as follows: Beginning at a point in the center of Churchill Road C.R. 246 that is approximately 380 feet northerly of the center of Stanton Road C.R. 104 as measured along the center of Churchill Road C.R. 246: thence northerly along the center of Churchill Road C.R. 246 a distance of 1948 feet, more or less, to its intersection with the centerline of West Valley Road C.R. 11.

Subject to any permits, easements, right-of-ways, and restrictions of record. Subject also to any utility facilities that may exist within the above described premises and reserving to said public utilities the right to use and access the above described premises for utility purposes; and, be it further

RESOLVED, that the Commissioner of the Onondaga County Department of Transportation, pursuant to and in accordance with Section 115 of the Highway Law, shall amend the map of the County road system in accordance with this Resolution and shall file such amended map in the County Clerk's Office.

Churchill Rd
BMY
mmd
dak 9.23.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th

DAY OF November, 2020.

A handwritten signature in black ink, appearing to be "Jm", written over a horizontal line.

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

RECEIVED
ONONDAGA COUNTY
LEGISLATURE
20 SEP 23 AM 10:41

**NOVEMBER 4, 2020
SESSION**

14

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

Short Environmental Assessment Form

Part 1 - Project Information

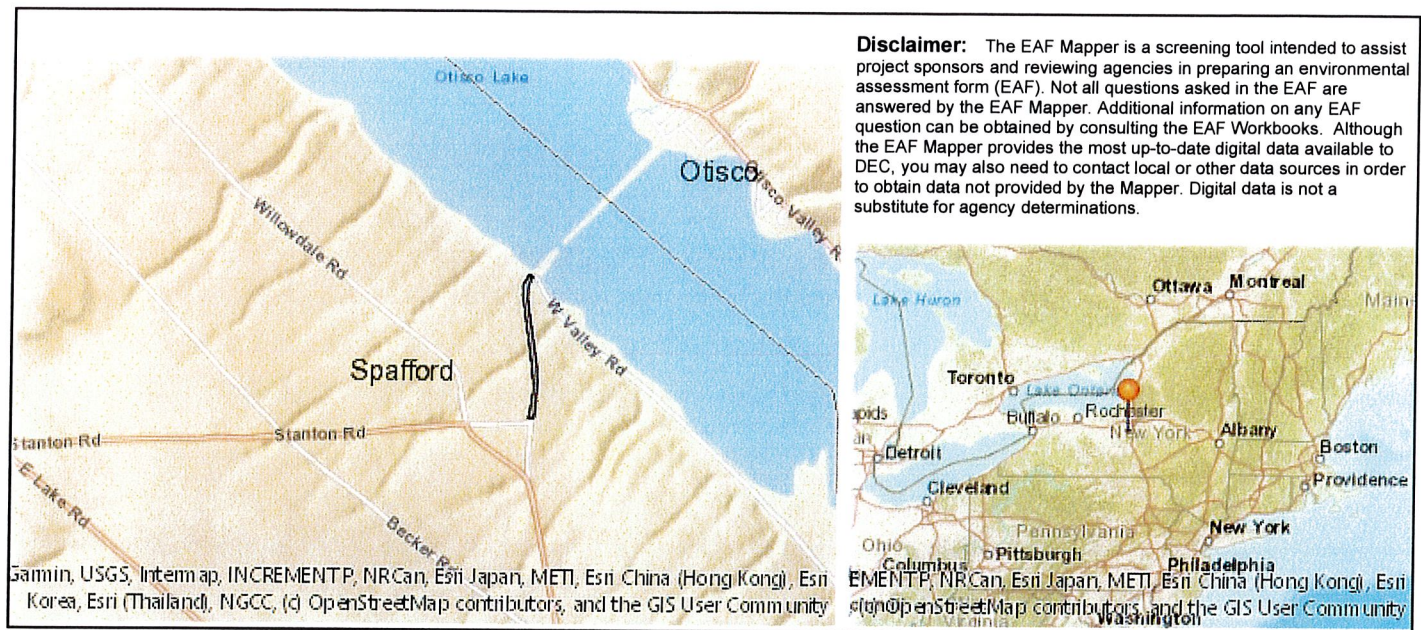
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Onondaga County, New York							
Name of Action or Project: Churchill Rd. Discontinuance							
Project Location (describe, and attach a location map): Churchill Rd. (County Road 246), Town of Spafford							
Brief Description of Proposed Action: Discontinuance of a portion of Churchill Road pursuant to Highway Law 131-b.							
Name of Applicant or Sponsor: Martin Voss - Commissioner - Onondaga County Department of Transportation		Telephone: (315) 435-3205 E-Mail: martinvooss@ongov.net					
Address: 421 Montgomery Street, 11th Floor							
City/PO: Syracuse		State: NY	Zip Code: 13202				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			<div style="text-align: right;"> <div>3.462 acres</div> <div>.05 acres</div> <div>3.462 acres</div> </div>				
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)							
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): seasonal residential							
<input type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project: Churchill Rd.

Date: 8/19/20

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Churchill Rd.

8/19/20

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed action involves the discontinuance/closure of the portion of Churchill Rd. (C.R. 246) in the Town of Spafford from a location just north of Stanton Rd. to the intersection with West Valley Rd. pursuant to Highway Law 131-b. The proposed action also includes the installation of metal barriers on either end of the closed section of Churchill Rd. Churchill Rd. is a seasonal road in a rural and largely uninhabited/undeveloped area which is only intermittently used and is unsafe for large vehicle traffic, including heavy trucks and trailers. There exist adequate and safer alternative thoroughfares in the vicinity of Churchill Rd. such that there will not be any adverse traffic or property access impacts associated with this project.

Therefore, and considering the current usage and surroundings of Churchill Rd., public safety concerns, reduced erosion and other impacts associated with vehicular traffic, and the ability of fauna to traverse the closed roads between sections of forested lands, in accordance with Article 8 of the Environmental Conservation Law, the County hereby determines that this action will not have any significant impacts on the environment and issues a negative declaration.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Onondaga County

8/19/20

Name of Lead Agency

Date

Martin Voss

Commissioner - OCDOT

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

15.

November 4, 2020

Motion Made By Mrs. Abbott-Kenan

RESOLUTION NO. 148

2020 TRANSFER RESOLUTION

RESOLVED, that the following transfer be made:

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
Admin Unit 4300000000	Admin Unit 4300000000	
Health Department	Health Department	
Speed Type #330501	Speed Type #330501	
Acct. 641010	Acct. 694080	
Regular Employee Salaries	Professional Services	\$75,000

Transfer_Health
yv
dak 10.15.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th DAY OF November, 2020.


CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 OCT 15 PM 3:40
ONONDAGA COUNTY
LEGISLATURE
RECEIVED

**NOVEMBER 4, 2020
SESSION**

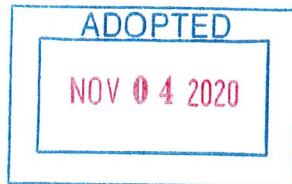
15

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
12. KNAPP				
TOTAL:	17	0		

NOVEMBER 4, 2020 SESSION

LOCAL LAW

- a. **A LOCAL LAW AUTHORIZING THE COUNTY TO SUBLEASE TOWER SPACE AND TRANSMITTER BUILDING SPACE AT A LIMELEDGE ROAD TOWER SITE IN MARCELLUS, NY TO BELL ATLANTIC MOBILE SYSTEMS (“VERIZON”) (Sponsored by Mr. Ryan)**



20 OCT 23 AM 9:23

RECEIVED
LEGISLATURE
MONAGA COUNTY

A

LOCAL LAW NO. ____-2020

A LOCAL LAW AUTHORIZING THE COUNTY TO SUBLEASE TOWER SPACE AND
TRANSMITTER BUILDING SPACE AT A LIMELEDGE ROAD TOWER SITE IN MARCELLUS,
NY TO BELL ATLANTIC MOBILE SYSTEMS ("VERIZON")

BE IT ENACTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY AS
FOLLOWS:

Section 1. Pursuant to a Lease Agreement between the County of Onondaga and Dearborn Deposits, Ltd. (predecessor in interest to Hanson defined hereafter) dated June 8, 2017 as amended by First Amendment to Lease between the County of Onondaga and Hanson Aggregates New York, LLC ("Hanson") the County of Onondaga leases real property from Hanson on Limeledge Road in Marcellus, NY (said lease being authorized by the Onondaga County Legislature via Local Law 15-2010) where the County has constructed a transmission tower and transmitter building for use by the County of Onondaga.

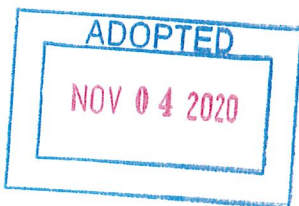
Section 2. The County of Onondaga has excess and unused surplus space on the tower and in the transmitter building to allow the County of Onondaga to sublease tower and transmitter building space to Bell Atlantic Mobile Systems ("Verizon") pursuant to a lease between the County of Onondaga and Verizon.

Section 3. The County Executive of Onondaga County is hereby authorized to execute a Tower Lease Agreement wherein the County of Onondaga will lease to Verizon approximately three hundred sixty (360) square feet in the transmitter building and sufficient tower space so as to allow Verizon to place its transmission equipment on same for an initial term of five (5) years with four (4) additional automatic extension periods of five (5) years each, unless either party previously terminates such extension, in consideration for Verizon's annual rent payment to the County of twenty-three thousand three hundred dollars (\$23,300.00) with said annual rent payment to automatically increase annually by two percent (2%) above the rent applicable for the prior lease year, including any extension year.

Section 4. This Local Law supersedes New York State County Law Section 215(3).

Section 5. This local law shall take effect upon filing, consistent with the provisions of Municipal Home Rule Law.

LL Verizon Sublease of Tower
yv
dak 9.23.2020



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE
4TH DAY OF November, 2020.

A handwritten signature in blue ink, appearing to be "Jm".

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 SEP 23 PM 12:09

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**NOVEMBER 4, 2020
SESSION**

*Local Law
A*

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN	✓			
11. McBRIDE	✓			
13. BUSH	✓			<i>Chairman Knapp</i>
14. JORDAN	✓			<i>Stated per rule 33</i>
15. KINNE	✓			<i>Ms. Ryan is excused</i>
16. WILLIAMS	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	<i>excused</i>			<i>The meeting was</i>
9. CHASE	✓			<i>adjourned at 1:40pm</i>
10. HOLMQUIST	✓			
12. KNAPP	✓			
TOTAL:	<i>16</i>			<i>1 excused</i>

TOWER LEASE AGREEMENT

This Agreement ("Agreement"), made and effective as of the latter date this Agreement is signed by Lessor and Lessee ("Effective Date") is, between THE COUNTY OF ONONDAGA, a municipal Corporation with an office located at 3911 Central Avenue, Syracuse, New York 13215, hereinafter designated LESSOR and BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC., a Corporation formed under the laws of the State of _____, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

WHEREAS, Lessor leases certain land (defined below as the Property) from Hanson Aggregates New York, LLC pursuant to a lease agreement dated as of June 8, 2017 as amended by a First Amendment to Lease effective as of July 7, 2020 (collectively, the "Lease");

WHEREAS, Lessor intends to sublease certain real estate interests at the Property and on the Tower (defined below) pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at No Number Limeledge Road, Town of Marcellus, County of Onondaga, State of New York, as shown on the Tax Map of the Town of Marcellus as a 77.47 acres parcel with Tax Map Number 010.-01-6.4, and being further described in Liber 3816 of Deeds, at Page 167 as recorded in the Office of the Clerk of Onondaga County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with approximately 360 square feet of ground space for the placement of an equipment shelter and related improvements (the "Land Space"), non-exclusive ground ring and ice bridge easements, and the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, under, or along an existing right-of-way from Limeledge Road to the Property, together with a non-exclusive right-of-way for ingress and egress over the Property, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Property, to the Land Space and Tower Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The LESSEE use and enjoyment of the Right of Way and further Rights of Way shall be subject to the prior approval of LESSOR. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially depicted on Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to cooperate with LESSEE to obtain an additional right-of-way(s) for the LESSEE to the public utility at no cost to the LESSOR. LESSOR agrees to grant LESSEE, Verizon New York, Inc., or any other local utility or fiber provider the right to install such utilities

or fiber in, on, over and/or under the Premises necessary for LESSEE to operate its communications facility (as defined herein); subject to a written agreement satisfactory to the LESSOR..

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower and does not cause interference with or to other equipment then on the Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

The drawing at Exhibit "A" may be replaced by a site plan showing the Premises and the location of LESSEE's improvements thereon, which site plan LESSEE shall submit to LESSOR for LESSOR's written approval prior to LESSEE's commencement of construction, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within sixty (60) days after the date of submission of the site plan to LESSOR, LESSOR will be deemed to have approved it.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of the Effective Date. The initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for each year of the initial term of \$23,300.00 to be paid annually, in advance, on the Commencement Date, and each year thereafter on the anniversary of the Commencement Date to the LESSOR, Attn: Accounts Receivable, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the earlier of: (i) the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits; or (ii) three (3) years from the Effective Date. If such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date"). However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

After the first lease year, annual rent for each year of the initial term and each subsequent lease year pursuant to any extension of the initial term shall be equal to 102% of the annual rent payable with respect to the immediately preceding lease year.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other reasonable documentation requested by LESSEE in LESSEE's reasonable discretion necessary to administer payments. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments, although such rent shall continue to accrue, until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless- Accounts Payable - Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com. LESSEE agrees to promptly reimburse LESSOR for such electrical costs and in all cases within sixty (60) days of LESSOR invoice, which costs shall not be construed to be rent. The parties agree that LESSEE shall be relieved of its obligations to reimburse

LESSOR for electrical usage which has not been properly invoiced and sent to LESSEE at the above address within one (1) year of the initial invoicing from the utility company to the LESSOR. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved in writing by LESSOR, such approval not to be unreasonably conditioned, withheld or delayed. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term" unless otherwise specified.

5. EXTENSION RENTALS. The annual rental for each lease year during each such five (5) year extension term shall be equal to 102% of the annual rental payable with respect to the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. Intentionally deleted.

7. TAXES. LESSEE shall pay as additional rent any documented real estate taxes or increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment of billing relating to the real estate taxes for which LESSEE is responsible under this Agreement promptly after receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. LESSEE shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto on its Premises. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE subject to LESSOR approval of the Tower structural integrity and interference issues. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term subject to LESSOR approval of the Tower structural integrity and interference issues.. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE

use of the Premises as set forth above. LESSOR agrees to cooperate, at no cost or liability to LESSOR, with LESSEE in its effort to obtain such approvals. LESSOR acknowledges, consents to and joins in any application for Governmental Approvals and authorizes LESSEE to execute any documents required in furtherance of any such applications. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the LESSEE'S removal of all equipment from the Premises. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind which is covered by the insurance policies required and detailed below, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. During the term of this Agreement, LESSEE will maintain, at its own cost, the following policies of insurance:

- i. Commercial General Liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence

- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured and endorsed party on the Commercial General Liability and Auto Liability policies.

c. Intentionally deleted.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower subject to LESSOR's reasonable rules and regulations at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than thirty (30) days following the Effective Date, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and in LESSOR'S possession and LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not unreasonably interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the Effective Date of this Agreement.. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort with commercially reasonable due diligence to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall

remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to one and one half the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. Intentionally deleted.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents that, to LESSOR's knowledge, LESSOR is seized of good and sufficient title and interest to the Property pursuant to its Lease and has full authority to enter into and execute this Agreement.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties in a written acknowledgment. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: COUNTY OF ONONDAGA
Department of Emergency Communications
3911 Central Avenue
Syracuse, New York 13215
Attn: Sean Sparks NCIA

WITH COPY TO: Attention: Land Manager
Hanson Aggregates New York LLC
7660 Imperial Way
Allentown, PA 18195-1040

LESSEE: BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR and LESSEE hereby acknowledge the existence of the Lease and LESSEE hereby acknowledges and agrees that this

Agreement is subject to and subordinate to the Lease, and any amendments thereto. LESSOR shall obtain not later than thirty (30) days following the Effective Date, a Non-Disturbance Agreement, as defined below, and, if required by the Mortgage, as defined below, a written consent, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. . This Agreement shall be subject to and subordinate to the Lease, any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subject to and subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement, but only after the expiration of the applicable cure period, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. If either Party so performs any of the other Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by such Party shall immediately be owing to the other Party, and such Party shall pay to the other Party upon demand the full undisputed amount thereof. Notwithstanding the foregoing, in the event of a LESSOR default, and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability

or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the

other than the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. TEMPORARY EASEMENT. LESSOR hereby grants LESSEE a temporary easement (the "Temporary Easement") to encumber a twenty foot (20') wide portion on each side of the Right of Way described in Paragraph 1 above, all as shown on Exhibit A hereto (the "Temporary Easement Area"). LESSOR and LESSEE acknowledge and agree that the Temporary Easement shall be for the purpose of clearing any rocks, dirt, brush, trees or other vegetation, grading, excavation, and storing materials (including, without limitation, excavated soil and equipment) in order to allow for the construction and installation of LESSEE's telecommunications facility as described herein. The Temporary Easement granted hereunder shall terminate upon the completion of the construction and installation of LESSEE's telecommunications facility and LESSEE shall return the Temporary Easement Area to as good a condition as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE. Said Temporary Easement shall expire no later than one (1) year following Commencement Date.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

LESSOR:

COUNTY OF ONONDAGA

By: _____
Name: J. Ryan McMahon, II
Title: County Executive
Date: _____

LESSEE:

**BELL ATLANTIC MOBILE SYSTEMS OF
ALLENTOWN, INC. d/b/a Verizon Wireless**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

(Sketch of Property)

EXHIBIT "B"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS:

EQUIPMENT:

TRANSMISSION LINES:

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