



Onondaga County Legislature

DEBORAH L. MATURO
Clerk

DAVID H. KNAPP
Chairman

KATHERINE M. FRENCH
Deputy Clerk

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

Phone: 315.435.2070 Fax: 315.435.8434

www.ongov.net

RESOLUTION NOS. 155 – 166

OFFICE OF THE CLERK

November 7, 2019

PUBLIC HEARING:

12:55 P.M. – Re: In Connection with the Proposed Adoption of an Amended Schedule of Sewer Rents for the Onondaga County Sanitary District

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 Thursday, November 7, 2019.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mrs. Abbott-Kenan – Invocation by Rev. Vernon Williams, Jr., Zion Hill Baptist Church**
- D. SALUTE TO FLAG – **Mr. Buckel**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 1. **Correspondence:**
 - A. 10-18-19 Letter from County Executive McMahon – RE: Approval of the 2020 County Budget as adopted by the Onondaga County Legislature on October 8, 2019
 2. **Public Comment:**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 6)

11TH DISTRICT - MR. McBRIDE – PLANNING & ECONOMIC DEVELOPMENT

1. **NO. 155** Adopting the Onondaga County Multi-Jurisdictional Hazard Mitigation Plan Update (16-0-1 Bottrill)
2. **NO. 156** Calling for Publication of the Notice of Eight-Year Review of Agricultural District No. 2, Towns of Skaneateles, Marcellus and Spafford in Onondaga County (16-0-1 Bottrill)

14TH DISTRICT – MR. JORDAN – ENVIRONMENTAL PROTECTION

3. **NO. 157** Authorizing the Execution of a Settlement Agreement with Atlantic States Legal Foundation Regarding the Amended Consent Judgment (ACJ) (16-0-1 Bottrill)
4. **NO. 158A** Resolution Calling a Public Hearing in Connection with Proposed Improvements for the Onondaga County Sanitary District (\$2,020,000) (16-0-1 Bottrill)
5. **NO. 159** A Resolution Calling a Public Hearing for the Purpose of Considering an Increase in the Estimated Maximum Cost of Proposed Improvements for the Baldwinsville Treatment Plant (\$31,280,200) (16-0-1 Bottrill)
6. **NO. 160** Adopting an Amended Schedule of Sewer Rents for the Onondaga County Sanitary District (16-0-1 Bottrill)

7. **NO. 161** Authorizing the County Executive to Sign an Amended Intermunicipal Agreement Allowing for the County's Continued Participation with the Central New York Stormwater Coalition (16-0-1 Bottrill)

17th DISTRICT – MRS. ERVIN

8. **NO. 162** Confirming Appointment of John DeSantis as Legislative Aide of the Onondaga County Legislature (15-1 Rowley -1 Bottrill)

5TH DISTRICT – MS. CODY – WAYS AND MEANS

9. **NO. 163** 2019 Transfer Resolution (BOE \$22,500, Finance \$15,600, Social Services-Economic Security \$195,000) (16-0-1 Bottrill)
10. **NO. 164** Amending the 2019 County Budget to Make Funding Available for Use in Connection with a Grant from the U.S. Department of Justice Bureau Statistics, and Authorizing the Execution of Agreements (\$731,682) (16-0-1 Bottrill)
11. **NO. 165 WAIVER** Authorizing the Settlement of the Action Filed with the United States District Court, Northern District of New York, J.B., a Minor Et Al. v. Onondaga County, Et Al. (15-0-1 Bottrill -1 Buckel excused)
12. **NO. 166** Authorizing the Settlement of the Action Filed with the Supreme Court of the State of New York, County of Onondaga, David S. Gandino, Individually and as Personal Representative of the Estate of Helen DeMascio V. County of Onondaga, New York and Van Duyn Nursing Home (16-0-1 Bottrill)

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

Respectfully submitted,



DEBORAH L. MATURO, Clerk
ONONDAGA COUNTY LEGISLATURE

ROLL CALL			NOVEMBER 7, 2019 SESSION
LEGISLATOR	PRESENT	ABSENT	
1. MAY	✓		Called to order at 1:22 p.m.
2. ROWLEY	✓		
3. BURTIS	✓		Public Comment: Maurice Brown signed in, but was not present when called upon.
4. TASSONE	✓		
5. CODY	✓		
6. ABBOTT-KENAN	✓		
7. BUCKEL	✓		
8. RYAN	✓		
9. CHASE	✓		
10. HOLMQUIST	✓		
11. McBRIDE	✓		
13. BUSH	✓		
14. JORDAN	✓		
15. BOTTRILL		✓	
16. WILLIAMS	✓		
17. ERVIN	✓		
12. KNAPP	✓		
TOTAL	16	1	



County of Onondaga
Office of the County Executive

John H. Mulroy Civic Center, 14th Floor
421 Montgomery Street, Syracuse, New York 13202

Phone: 315.435.3516 Fax: 315.435.8582

www.ongov.net

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 18, 2019

Deborah Maturo, Clerk
Onondaga County Legislature
401 Montgomery Street
Syracuse, NY 13202

Dear Clerk Maturo:

Pursuant to Section 605(b) of the Onondaga County Charter, please be advised that I approve the 2020 County Budget as adopted by the Onondaga County Legislature on October 8, 2019. Enclosed are the four copies of such budget, certified.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Ryan McMahon II".

J. Ryan McMahon, II
Onondaga County Executive

November 7, 2019 Session
Public Comment

PLEASE PRINT

[illegible]

November 7, 2019

155

Motion Made By Mr. McBride

RESOLUTION NO. _____

ADOPTING THE ONONDAGA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION
PLAN UPDATE

WHEREAS, the County of Onondaga has experienced natural disasters which have the potential to severely affect the natural and built environment; and

WHEREAS, advance hazard mitigation planning will identify potential natural hazards and identify subsequent actions and activities to reduce any future losses from those hazards; and

WHEREAS, Onondaga County and thirty four participating jurisdictions and the Onondaga County Water Authority (OCWA) prepared and the County Legislature adopted the Onondaga County Multi-Jurisdictional Hazard Mitigation Plan in 2013 in satisfaction of the requirements of the Disaster Mitigation Act of 2000, including 44 CFR Part 101; and

WHEREAS, Onondaga County has applied for and received funding from the Federal Emergency Management Agency (FEMA), to produce a five year update to the Onondaga County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, thirty four municipalities and the Onondaga County Water Authority (OCWA) participated with Onondaga County in the creation of the Onondaga County Multi-Jurisdictional Plan Update, and are anticipated to each adopt the multi-jurisdictional plan update to satisfy federal requirements; and

WHEREAS, Onondaga County, participating municipalities and OCWA have afforded citizens an opportunity to comment and provide input into the Plan update; and

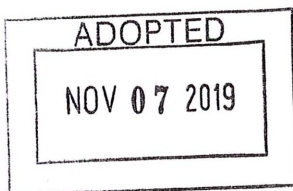
WHEREAS, completion of a Hazard Mitigation Plan update enables participating jurisdictions and the County to apply for federal and/or state hazard mitigation funding to implement the recommendations of the Hazard Mitigation Plan; and

WHEREAS, the Plan is intended to be reviewed annually and updated no less than every five years, as required by 44 CFR Part 101; and

WHEREAS, it has been determined that the proposed action of completing a hazard mitigation plan is a Type II Action under the State Environmental Quality Review Act (SEQRA) and an Exempt Activity under National Environmental Policy Act (NEPA), and therefore no further action is required; now, therefore be it

RESOLVED, that the Onondaga County Legislature hereby adopts the Onondaga County Multi-Jurisdictional Hazard Mitigation Plan Update as Onondaga County government's Natural Hazard Mitigation plan, and resolves to pursue execution of the actions in the plan within the amounts appropriated therefore.

Haz Mit Plan
YV
mmd
dak



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

7th DAY OF November, 20 19.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 SEP 20 PM 4: 19

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

/				NOVEMBER 7, 2019 SESSION	
LEGISLATOR	AYES:	NOES:	ABSENT:		
1. MAY					
17. ERVIN					
6. ABBOTT-KENAN					
7. BUCKEL					
8. RYAN					
9. CHASE					
10. HOLMQUIST					
11. McBRIDE					
13. BUSH					
14. JORDAN					
15. BOTTRILL	-----	-----	X		
16. WILLIAMS					
2. ROWLEY					
3. BURTIS					
4. TASSONE					
5. CODY					
12. KNAPP					
TOTAL	16	0	1		

November 7, 2019

156

Motion Made By Mr. McBride, Mr. May,
Mrs. Abbott-Kenan

RESOLUTION NO. _____

CALLING FOR PUBLICATION OF THE NOTICE OF EIGHT-YEAR REVIEW OF
AGRICULTURAL DISTRICT NO. 2, TOWNS OF SKANEATELES, MARCELLUS, AND
SPAFFORD IN ONONDAGA COUNTY

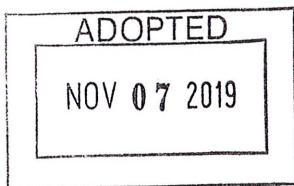
WHEREAS, the Onondaga County Legislature has been requested by the County's Agriculture and Farmland Protection Board to begin its eight-year review of Agricultural District No. 2 in the Towns of Skaneateles, Marcellus, and Spafford; and

WHEREAS, Agricultural District No. 2 was renewed in 2012 with additions in 2014, 2016, and 2018; and

WHEREAS, pursuant to Article 25AA of the Agriculture and Markets Law of the State of New York, the County Legislature must publish a notice of eight-year review as part of the Agricultural District review process; now, therefore it be

RESOLVED, that the Clerk of the Onondaga County Legislature is hereby authorized to cause to be published a Notice of Eight-Year Review of Agricultural District No. 2, Towns of Skaneateles, Marcellus, and Spafford, County of Onondaga, New York.

PH Ag Dist 2
YV
mmd
dak



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
7th DAY OF November, 2019.

19 SEP 27 AM 10:06

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ONONDAGA COUNTY
LEGISLATURE

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

2

NOVEMBER 7, 2019
SESSION

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

November 7, 2019

157

Motion Made By Mr. Jordan

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH ATLANTIC STATES LEGAL FOUNDATION REGARDING THE AMENDED CONSENT JUDGMENT (ACJ)

WHEREAS, after three decades of federal court oversight, Onondaga County and Atlantic States Legal Foundation (ASLF) have successfully negotiated a Settlement Agreement facilitating the termination of the Amended Consent Judgment (ACJ); and

WHEREAS, as background, in January 1988 ASLF, the State of New York, and the Department of Environmental Conservation commenced a lawsuit against Onondaga County alleging violations of the Clean Water Act; and

WHEREAS, the parties entered into a Consent Judgment in 1989, and amended that Consent Judgment four times over the next twenty years, resulting in the 2009 Fourth Stipulation and Order to the ACJ; and

WHEREAS, the Fourth Stipulation and Order increased the annual fees payable to ASLF and significantly altered the County's approach to controlling combined sewer overflows (CSO), requiring the County to meet a 95% CSO capture rate by December 31, 2018 and emphasizing green infrastructure to achieve the capture rate; and

WHEREAS, the County exceeded the required 95% capture rate four years in advance of the deadline, achieving a capture rate of 97.7% as of December 31, 2018; and

WHEREAS, by capturing 170 million gallons of stormwater per year and constructing 221 green infrastructure projects in addition to grey infrastructure improvements, Onondaga County has successfully fulfilled all ACJ construction milestones and CSO capture goals; and

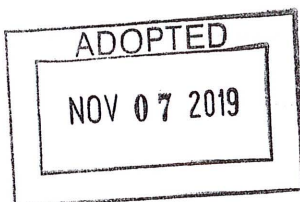
WHEREAS, the County remains responsible for meeting state and federal permit and water quality standards, and a sustained investment in reducing stormwater runoff to Onondaga Creek and Harbor Brook is the most efficient and beneficial path for the County to achieve continuous compliance; and

WHEREAS, to meet these state and federal water quality requirements, ASLF will perform public outreach as well as design, construct, and maintain green infrastructure projects to capture 1 million gallons of stormwater in the CSO basin over ten years, with County payments based on compliance with project milestones, deliverables, and required documentation; and

WHEREAS, pursuant to the negotiated Settlement Agreement, ASLF agrees to settle any and all actions or claims that ASLF has or may have against the County; agrees to terminate the ACJ and associated monitoring programs; and covenants not to sue the County; now, therefore be it

RESOLVED, that this Legislature hereby approves and authorizes the County Executive to execute the Settlement Agreement and to execute documents reasonably necessary to implement the intent of this resolution.

ACJ Settlement
BMY
mmd
dak



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

7th DAY OF November, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 SEP 27 AM 10:05

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

**SETTLEMENT AGREEMENT BETWEEN
ONONDAGA COUNTY &
ATLANTIC STATES LEGAL FOUNDATION**

This settlement agreement (Agreement) is made and entered into by and between **Onondaga County (COUNTY)**, located at 421 Montgomery Street, Syracuse, New York 13202 and **Atlantic States Legal Foundation (ASLF or CONTRACTOR)**, located at 658 West Onondaga Street, Syracuse, New York 13204.

PREAMBLE

WHEREAS, ASLF brought a citizen suit against Onondaga County for Clean Water Act (CWA) violations related to the operation of the Metropolitan Syracuse Wastewater Treatment Plant (Metro) and combined sewer overflows (CSO), resulting in a Consent Judgment between ASLF, the New York State Department of Environmental Conservation (DEC) (as interveners), and the County signed February 1, 1989; and

WHEREAS, the Consent Judgment was amended four times over the following twenty years; and

WHEREAS, the first amendment, the Amended Consent Judgment (ACJ), signed in 1998 committed the County to major infrastructure upgrades at Metro, effluent limits for ammonia and phosphorous, floatables control, comprehensive water quality and biological monitoring of Onondaga Lake and its tributaries, CSO controls, 85% CSO volume capture, and reporting requirements, among other obligations; and

WHEREAS, the fourth stipulation of the ACJ, filed November 16, 2009, significantly altered the terms of and approach to CSO control by the County, increasing CSO volume control to a goal of 95% CSO capture by December 31, 2018, which is higher than the federal CSO Control Policy guidelines "presumptive" compliance goal of 85% capture, and emphasizing a "green infrastructure" approach to achieve this high capture rate; and

WHEREAS, green infrastructure is a decentralized approach to treating stormwater using natural processes, such as evapotranspiration and infiltration; and

WHEREAS, since 2008, the County has constructed 221 green infrastructure projects, capturing 170 million gallons of stormwater per year; and

WHEREAS, the decentralized nature of green infrastructure poses challenges for municipalities in site selection, land access, and maintenance; and

WHEREAS, ASLF has been a partner in the implementation of the County's green infrastructure projects, particularly those on vacant city lots; and

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ONONDAGA COUNTY
LEGISLATURE

WHEREAS, despite public investment of over \$700 million and fulfillment of all construction milestones and the attainment of all CSO capture goals set in the ACJ , CSOs continue to cause and/or contribute to the nonattainment of water quality standards for pathogens in certain tributaries; and

WHEREAS, the ACJ prohibits the County from “causing or contributing to the nonattainment of water quality standards”; and

WHEREAS, current information suggests that even a complete elimination of CSO discharges would not result in water quality compliance due to pathogen contributions from non-County and, potentially, non-wastewater sources; and

WHEREAS, all parties agree that the cost and disruption of complete elimination of CSOs is untenable, especially given the relatively modest environmental benefit that would result, but that continued investment must be made to reduce stormwater runoff and CSOs in Onondaga Creek and Harbor Brook and to achieve continuous compliance with federal and state water quality laws, standards, and guidelines; and

WHEREAS, after ten years of intense investment in green and grey infrastructure under the fourth amended ACJ, the County seeks innovative approaches to fund green infrastructure and environmental restoration; and

WHEREAS, numerous research studies have found that community-driven green infrastructure projects, where the affected community is engaged and has the chance to provide input from the initial stages of site selection, site design, construction, and maintenance, have longer term success than top-down green infrastructure projects; and

WHEREAS, as a nonprofit, ASLF has the capacity to be flexible, creative, and innovative in its approach to green infrastructure implementation and environmental restoration and has a history of successful green infrastructure projects and community engagement; and

WHEREAS, community-driven projects require upfront costs for staffing outreach efforts, community engagement, field work, and design workshops, which may not result in tangible deliverables, but are an integral part of a process for successful green infrastructure implementation; and

WHEREAS, ASLF has significant experience in designing, constructing, and maintaining green infrastructure through its work developing a vacant lot design manual for the County, directing green infrastructure maintenance for the County, conducting inspections and verifying proper construction of private green infrastructure projects in Syracuse, and developing its own green infrastructure projects on vacant lots and urban areas through state and federal grants; and

WHEREAS, the ACJ experience overall and the final variance/consent order developed by DEC, ASLF, and the County could be a model for successful collaboration between municipalities, state regulatory agencies, and environmental advocacy groups; and

WHEREAS, additional public outreach and education may be required to help the community understand why the ACJ is coming to a close and how the variance, Long-Term Control Plan (LTCP), and/or other regulatory mechanisms that are taking its place will function; and

WHEREAS, per federal guidance, the post-ACJ LTCP must incorporate a meaningful process for public participation as it is developed and implemented; and

WHEREAS, ASLF has over thirty years of experience engaging the public in meaningful CWA participation and is committed to both the substantive goals of improving water quality and greening the urban core and the procedural/social goals of empowering communities; and

WHEREAS, ASLF and the County have engaged in a collaborative process of CSO control and constructive oversight for over twenty years as a result of ASLF's initial CWA complaint, a process that has garnered trust between the parties that the County has acted and continues to act in good faith to comply with the CWA with regard to CSO control, Metro operations, and continuous investments in combined sewer system-wide improvements; and

WHEREAS, ASLF recognizes that the County has shown a commitment to improving water quality in Onondaga Lake and its tributaries and has made great progress in reducing the contaminant loadings in discharges from Metro and in controlling CSO discharges to Onondaga Lake tributaries; and

WHEREAS, the ACJ-ordered Ambient Monitoring Program (AMP) has collected water quality data from Onondaga Lake and its tributaries, including non-CSO tributaries, as well as information on the biology of Onondaga Lake, for twenty years, constituting a robust data set; and

WHEREAS, both the County and ASLF agree that there is value in continuing to collect environmental data in the Onondaga Lake Watershed, but that the cost of data collection should not be borne solely by the County and that County obligations as to the collection of water quality data should be commensurate with similar requirements of other wastewater utilities in New York State and correspond to locations of County CSO outfalls in tributaries where water quality issues persist; and

WHEREAS, any future monitoring required of any state consent order, LTCP, and/or State Pollution Discharge Elimination System (SPDES) permit should be tailored to the combined sewer system and related to attaining water quality standards, as required by US Environmental Protection Agency Guidance for LTCPs; and

WHEREAS, the County has over 1,000 permitted Municipal Separate Storm Sewer System (MS4) outfalls, the majority of which are associated with roadside drainage ditches that connect with other municipally-owned ditches or infrastructure, and are therefore considered permitted outfalls, and 392 of which discharge to waterbodies; and

WHEREAS, the County is not aware of any violation(s) of, nor any claim, action, or notice concerning any alleged violation(s) of, its MS4 permits; and

WHEREAS, after decades of federal court oversight, the County seeks ASLF's support in transitioning from the ACJ to a state order or permit variance approach whereby particular focus can be placed on the study of tributary conditions and loadings as well as the continued reduction of stormwater and CSO discharges and improvement of water quality; and

WHEREAS, given the past 20 years of committed effort by the County and its collaborative work with ASLF on this issue, ASLF does not envision a return to litigation in the near future but, as an environmental advocacy group, must ensure that it has the flexibility to respond to changed circumstances or new information;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1: GREEN INFRASTRUCTURE IN THE COMBINED SEWER BASIN

1. ASLF will design and construct green infrastructure projects in the combined sewer basin for Onondaga County ("Projects") that are developed with community input and designed to maximize community support for the Projects (a map of the combined sewer basin for Onondaga County is attached as Appendix D). The Projects shall capture an additional 1,000,000 gallons of stormwater run-off, thereby diverting that stormwater from the combined sewer system. For each Project, ASLF shall provide the County with copies of the 50% and 100% design documents and specifications, certificate of completion, and as-built drawings prepared in accordance with Appendix A, which is attached hereto and incorporated herein, when finalized.
2. ASLF will be compensated by the County at a rate of \$1 USD per gallon of stormwater captured, up to \$1,000,000 USD. Payments will be based on the attached schedule of milestones, deliverables, and payments (Appendix A).
3. Stormwater capture will be calculated based on the New York State Stormwater Management Design Manual (January 2015), as described in Appendix A.
4. Green infrastructure sites will not become County property, and the County will be under no obligation to acquire or maintain them. ASLF may obtain property rights on these sites but is also free to install green infrastructure on property owned by others, including but not limited to Land Bank, residential, commercial, or public properties. Maintenance obligations will be borne by ASLF.
5. ASLF will, to the extent possible, select project sites that are compatible with the County's CSO mitigation priority goals (see Appendix D) and coordinate with the County's Green Planning Committee. To facilitate this process, upon request by ASLF, the County will provide input on and information helpful in site evaluation, site selection, and project design. Information that may be requested by ASLF and provided by the County may include GIS data for the project area, CSO mitigation priority sewershed data, and other information that would be available to the public upon request.
6. The number of green infrastructure Projects and the scope of each Project are at ASLF's discretion.

7. ASLF may obtain funding from outside sources to expand the green infrastructure work or to support such Project elements that do not directly contribute to the 1,000,000 gallons capture requirement. The receipt of funding from a third party will not change the County's payment obligations for any Project. Funds from this Agreement may be used as matching funds for additional grants or awards (not from the County), and, as such, the County will write letters of support for future ASLF proposals.

9. ASLF will develop and provide support for at least one community advisory group (CAG) or public board to help select, design, maintain, and publicize these green infrastructure Projects. ASLF will provide training, educational materials, and other resources to the CAG, as needed, to ensure that its members understand the issues, can give informed advice on potential Projects, and can relay that information to the broader public.

10. For one (1) year following the date the last party signs this Agreement (Agreement Date), ASLF will perform community outreach to solicit input on the location and concepts for green infrastructure in the combined sewer basin. Project-related community outreach will continue throughout the entire term of this contract.

11. Technical design work will commence no later than the beginning of the second year following the Agreement Date and continue until all Projects have reached the construction-ready design stage.

12. Construction on each project will commence once design, construction contracting, and permitting are complete. Construction will continue on a rolling basis, as additional projects are identified, designed, permitted, and under contract.

13. It is anticipated that all Project design and construction related activities will conclude within six (6) years of the Agreement Date (Construction Period). However, ASLF may extend this Construction Period for any valid reason, including but not limited to delays related to permitting, land acquisition, community engagement, and changes in stormwater management priorities. ASLF will provide the County at least 90 days written notice of its intent to extend the Construction Period for a period not to exceed one (1) year. Notices of the intention to extend the Construction Period received eight (8) years or more after the Agreement Date must be approved by the County. Approval shall not be unreasonably withheld. ASLF forfeits any remaining green infrastructure design and construction funds ten (10) years after the Agreement Date.

14. ASLF shall provide an annual list of Projects anticipated to reach each milestone in the current and/or following calendar year. The list will include the estimated volume capture of each project and an estimate of milestone achievement dates.

15. For purposes of this Agreement, ASLF is an independent contractor. Neither ASLF, nor ASLF's officers, employees, agents, servants, or contractors shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.

ARTICLE 2: ASLF CAPACITY BUILDING

1. In order to support the substantial upfront costs associated with community-driven green infrastructure and ASLF's transition from ACJ oversight to green infrastructure implementation, the County will provide ASLF with an upfront, unrestricted payment of \$400,000.

2. Payment shall be made within 45 days of the Agreement Date.

ARTICLE 3: GREEN INFRASTRUCTURE MAINTENANCE

1. In exchange for ASLF agreeing to maintain each green infrastructure Project for a period of ten (10) years from Project completion in accordance with Appendix B, attached hereto and incorporated herein, the County agrees to pay ASLF maintenance costs up to a maximum total recovery of \$700,000. Maintenance costs will be assessed and payable according to Appendix B.

2. Maintenance funds will be available in the calendar year following the completion of each Project and will be available for a period of ten (10) years. Given that the first Project to be completed will need maintenance well before the final project is completed, the payment of these funds will span more than 10 years.

ARTICLE 4: COMMUNITY ENGAGEMENT ON POST-ACJ TRANSITION

1. ASLF will conduct outreach efforts to stakeholders and the general public on the termination of the ACJ and ACJ-ordered AMP, development of the LTCP, and structure of the regulatory regime for achieving, monitoring, and maintaining water quality post-ACJ (state order and/or water quality variance in SPDES permit). This work will include informing the public about the termination of the ACJ and the regulatory tools that will replace the ACJ and developing and administering a process for public input on the LTCP and/or permit.

2. ASLF will employ staff person(s) with expertise in public outreach and/or technical expertise to fulfill this role. The County will provide compensation to ASLF for this outreach work over a two year period ("the contractual outreach period") commencing on January 1, 2020 in an amount not to exceed \$195,000, paid in quarterly installments of \$24,375.00 upon submission of activity reports and invoices. To facilitate this outreach, the County will provide ASLF access to the final draft of the LTCP and/or permit, and the supporting documents used to develop the LTCP and/or permit, sufficiently in advance of publication and public comment so as to facilitate compliance with the milestones, activities, and deliverables in Appendix C.

3. Outreach efforts are divided into two milestones, each with a set of activities and deliverables, described in Appendix C, attached hereto and incorporated herein.

4. ASLF will submit quarterly reports of activities and invoices to the County. The first report shall list the activities conducted in the first quarter of the year 2020 and be submitted within 15 days of the end of the quarter (i.e., within 15 days of March 31, 2020). Subsequent reports shall be submitted within 15 days of the last day of March, June, September, and December of each year through the end of the contractual outreach period. A final report will be submitted within 15 days of the end of the contractual outreach period.

5. The County will provide compensation to ASLF in quarterly payments. Payments are due within 30 days of receipt of quarterly activity reports and invoices.

6. The outreach campaign will focus on the local, Onondaga County community. However, opportunities to present the successful story of the ACJ process to broader audiences (e.g., New York State, national or international conferences or publications) may be pursued. Travel expenses will be borne by ASLF.

ARTICLE 5: COVENANTS NOT TO SUE

1. ASLF hereby covenants not to sue the County for CWA violations related to the operation of Metro, violations of any terms of a SPDES permit for Metro, any unpermitted CSO discharges from the combined sewer basin, or for stormwater discharges associated with the County's MS4 program and/or CSO sewer separation work existing as of the Agreement Date as long as the County is making a good faith effort to comply with applicable state and federal law and any applicable SPDES permit. A map of the County's MS4 outfalls to waterbodies as of the Agreement Date is attached hereto as Appendix E.

2. This Covenant not to Sue will be effective for 10 years from the Agreement Date.

3. If ASLF believes that the County is in violation of the CWA and has not made good faith efforts to comply with applicable laws and permits, ASLF will notify the County in writing of the alleged violations and work with the County to identify a potential solution. If, after a reasonable period of discussion (any discussion period lasting six months or less being reasonable), ASLF and the County are unable to resolve the issue(s) AND the County has not made a good faith effort to address the problem, the Covenant not to Sue is lifted for the violations discussed and ASLF may file a Notice of Intent to Sue for those violations, as required under the CWA.

4. In the event the Covenant not to Sue is lifted pursuant to subdivision 3 above, the County may terminate this Agreement and all remaining obligations hereunder, with the exception of bills/invoices for services rendered prior to termination and/or for payments otherwise due hereunder for Projects under construction at the time of termination.

5. This Agreement is limited to potential violations of the CWA, the related SPDES permit, and any state order, variance, and/or LTCP related to discharges from Metro or from CSOs, as well as stormwater discharges associated with the County's MS4 program and/or CSO sewer separation work existing as of the Agreement Date, and does not extend to other CWA permits held by the County; to other CWA obligations, such as any MS4 obligations that the County might acquire through consolidation; or to any other environmental violations that might be committed by the County, its departments, or its staff.

6. This Agreement does not limit ASLF's ability to challenge -- either administratively or in court proceedings -- any permit or permit renewal issued to the County for discharges from Metro or from CSOs as inadequate to protect public health or the environment or otherwise in violation of the CWA.

ARTICLE 6. TERMINATION OF THE ACJ

1. Despite evidence that Metro-related CSO discharges may be causing or contributing to the violation of water quality standards in relevant tributaries contrary to express terms of the ACJ, ASLF agrees that this Agreement shall settle any and all actions, claims, or contentions that ASLF has or may have against the County under the ACJ and to support the termination and replacement of the ACJ and the ACJ-ordered AMP in federal court and otherwise.
2. ASLF further agrees to support the transition from the ACJ and ACJ-ordered AMP to a state consent order, LTCP, and/or permit variance approach, which focuses on continued progress toward meeting water quality standards without the stringent monitoring and reporting requirements and compliance timelines set by the ACJ and the ACJ-ordered AMP.
3. ASLF also agrees to support the replacement of the ACJ-ordered AMP with a streamlined monitoring program, which is sufficient to meet CWA requirements, commensurate with monitoring required of other wastewater utilities in New York State, and focused on CSO outfalls in tributaries where water quality issues persist. Recognizing that additional monitoring may be necessary to meet CWA requirements and/or to document water quality in Onondaga Lake and its tributaries, ASLF will support the use of the County's Stormwater Management Model (SWMM) to demonstrate the volume of stormwater captured by green infrastructure or other control methods and the timing, location, and number of CSO discharges, as required by Post Construction Compliance Monitoring.
4. ASLF understands and agrees that, by virtue of this Agreement and settlement, on or after the Agreement Date it will no longer participate in discussions, negotiations, and/or meetings between the County and DEC regarding the replacement of the ACJ and the ACJ-ordered AMP with a state consent order, LTCP, and/or permit variance, and will not communicate or correspond directly with the DEC concerning any aspect of the same, except as set forth herein. ASLF retains all public participation and comment rights with respect to the development and approval of any state consent order, LTCP, and/or permit variance to the same extent as any other member of the general public. In addition, the County agrees to provide ASLF with copies of all County drafts of any LTCP, consent order, and/or permit variance, including the supporting documents used to develop such, provided to the DEC as part of the post-ACJ consent order negotiation process reasonably in advance of their submittal to DEC so that ASLF may provide the County with its comments and proposed edits, if any. ASLF's review of such drafts shall not hinder or delay the County's submittal of the same to DEC; however, the County agrees that the term "reasonably in advance" as used herein shall mean at least 14 calendar days prior to DEC submittal. ASLF may request a brief extension of the 14-day minimum review period, and concomitant delay in the submission to DEC, upon good cause shown (e.g., substantial changes from a prior draft), which request shall not be unreasonably denied.

ARTICLE 7: FORCE MAJEURE

1. If a force majeure event occurs, ASLF's obligation to perform is suspended until the force majeure event ends.
2. "Force Majeure Event" means war, flood, lightning, draught, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public

enemy, terrorism, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike.

ARTICLE 8: SEVERABILITY

If any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

ARTICLE 9: AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the County and ASLF and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and ASLF.

ARTICLE 10: GOVERNING LAW AND VENUE

This Agreement shall be governed and construed pursuant to the laws of the State of New York. Any dispute arising out of the implementation, enforcement or interpretation of this Agreement shall be resolved in a court of competent jurisdiction sitting in the County of Onondaga, State of New York.

ARTICLE 11: APPROPRIATIONS

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

ARTICLE 12: CLAUSES REQUIRED BY LAW

The County and ASLF understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

ARTICLE 13: PAYMENT

1. All payments shall be made by check or direct deposit, payable to:

Atlantic States Legal Foundation
658 W Onondaga St.
Syracuse, New York 13204

ARTICLE 14: NOTICES

1. All notices required to be submitted hereunder shall be in writing, and all notices and documents required to be sent to the other party pursuant to this Agreement shall be mailed to the appropriate addresses and contacts listed below:

County:

Onondaga County Department of Water Environment Protection
Attn: Commissioner
650 Hiawatha Blvd. West
Syracuse, NY 13204

Onondaga County Law Department
Attn: County Attorney
421 Montgomery St.
Syracuse, NY 13202

ASLF:

Atlantic States Legal Foundation
Attn: Executive Director
658 W Onondaga St.
Syracuse, NY 13204

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA

Dated: _____, 2019

By: _____
J. Ryan McMahon II, County Executive

ATLANTIC STATES LEGAL FOUNDATION

Dated: _____, 2019

By: _____
_____, Board Chair

EXHIBIT A

Green Infrastructure Project Maintenance Recommendations

Green roof is a flat or nearly flat roof of a building that is partially or completely covered with vegetation and soil or a growing medium, planted over a waterproof membrane.

Maintenance practices include:

- Fertilize, weed, infill planting (minimum 2 times per year)
- Maintain plant and weed inventory
- Temporary irrigation may be required during drought periods, especially during the establishment period.
- Maintain documented log of maintenance visits

The first 2 to 3 years require enhanced maintenance until the vegetation is thoroughly established.

Bioswales/rain garden (or vegetated swale) is a wide, shallow depression with a dense stand of vegetation covering the side slopes and bottom.

Maintenance practices include:

- Clear debris (1-2 times per year)
- Clear catch basin/sump/forebay and properly dispose of waste (annually)
- General landscaping such as weeding, infill planting, temporary irrigation, etc. (annually or as needed)
- Replacement of mulch as needed, typically every 2 to 3 years
- The first 2 to 3 years may require enhanced maintenance until the vegetation is thoroughly established.

Porous Pavement (also known as **pervious paving** or **permeable pavement**), is a term used to describe paving material and methods for driveways, parking lots, sidewalks and pathways that allow precipitation to infiltrate through the paving material to the soil below.

Maintenance practices include:

- Vacuum sweep (typically 1-2 times per year, more frequently for applications that receive more sediment/debris)
- Avoid using any sand/cinder based winter traction materials on or near pavement
- Clear away visible debris (as needed)
- Inspect condition of top-surface (annually)
- Never seal coat or slurry seal
- Maintain inlets/overflows as necessary

Cisterns are large receptacles for holding rainwater/run-off that are connected to a collection system on a nearby building/structure.

Maintenance practices include:

- Regular inspection of cistern/rain barrel unit and its discharge apparatus (at least 2 times per year)
- Clear away/remove visible debris and sediment (as needed)
- Clean gutters and downspouts connected to unit (1-2 times per year)
- Document the frequency and rate water is removed from the unit

Tree Trenches/Tree Planter Boxes are designed to hold one or more trees and be built to capture and store additional stormwater runoff to keep runoff out of streets and sewers and provide water for the trees.

Maintenance practices include:

- Pruning/ Landscaping/weeding (1-2 times per year)
- Watering (During dry periods)
- Removal of debris/trash
- Maintenance of grate or other ground cover (as needed)

Stormwater Planters are deep planting boxes that receive roof run-off releasing it to a conveyance system, cistern or groundwater.

Maintenance practices include:

- Weeding/general landscaping (1-2 per year)
- Watering (During dry periods)
- Periodic replacement of soils/plants/mulch (as needed)
- Removal of trash/debris

APPENDIX A

SCHEDULE OF MILESTONES, DELIVERABLES, AND PAYMENT FOR GREEN INFRASTRUCTURE PROJECTS

ATLANTIC STATES LEGAL FOUNDATION & ONONDAGA COUNTY

Appendix A is a fully incorporated attachment to the Agreement between Atlantic States Legal Foundation (ASLF) and Onondaga County (County). This document details a schedule of deliverables and Project milestones, satisfactory completion of which releases payment for services rendered by ASLF pursuant to Article 1: Green Infrastructure in the Combined Sewer Basin.

Accounting basis

- County will provide payment for green infrastructure installations by ASLF at a rate of \$1 USD per gallon of stormwater runoff captured.
- Stormwater capture will be calculated based on the New York State Stormwater Management Design Manual (January 2015). All green infrastructure projects will be designed and constructed following the Save the Rain project design standard, with a capacity of capturing 1.0 inches of runoff over a 2-hour period, plus a 25% factor of safety not included in capture payment, from the contributing impervious drainage areas and draining down in less than 72 hours. The total annual runoff reduction of these projects will be calculated based on the assumption that 90% of the annual rainfall is captured when the projects are designed and constructed following the above standard.
- Planning and design related costs ("design costs") account for 20% of a project budget, given the emphasis on community input in the planning and design of these projects.
- Construction costs ("construction costs") are to be split into two payments. The first payment for construction costs will be requested by ASLF and disbursed by the County before construction begins in order to pay contractor deposits. The final construction cost payment will be requested by ASLF once all construction activity is complete, and a Certificate of Completion, signed by project owner, design engineer, and construction contractor, will accompany all such requests.
- All disbursements are to be made within 30 days of request.

Milestone, Deliverable, and Payment Schedule

Milestone 1: 50% design

- shall include: project location (including sewershed), site survey and infiltration test results, contributing impervious drainage area, proposed green infrastructure components and layout, and the design professional's estimated volume of stormwater capture
- releases funds: 20% of project total

Milestone 2: Pre-construction/100% design

- shall include: final design drawings and specifications, the design professional's estimated volume of stormwater capture, Notice of (construction contract) Award.
- releases funds: 50% overall project total

Milestone 3: Post-construction

- shall include: Certificate of Completion signed by project owner, design engineer, and contractor, As-Built drawings

-release funds: 30% overall project total

Milestone	Deliverable	Payment
50% Design	50% Design Document shall include: project location (including sewershed), site survey and infiltration test results, contributing impervious drainage area, proposed green infrastructure components and layout, and the design professional's estimated volume of stormwater capture	20% overall project total
Pre-construction	Final design drawings and specifications, Notice of (construction contract) Award, and the design professional's estimated volume of stormwater capture	50% overall project total
Post-construction	Certificate of Completion signed by project owner, design engineer and contractor, As-Built drawings	30% overall project total

APPENDIX B

GREEN INFRASTRUCTURE MAINTENANCE AGREEMENT

ATLANTIC STATE LEGAL FOUNDATION & ONONDAGA COUNTY

Appendix B is a fully incorporated attachment to the Agreement between Atlantic States Legal Foundation (ASLF) and Onondaga County (County). This document details an agreement to fund ten (10) years of maintenance for ASLF green infrastructure Projects pursuant to Article 3: Green Infrastructure Maintenance.

Maintenance funding will be calculated based on stormwater capture volume, determined by the same formula used to calculate Project total cost. County will supply an annual maintenance budget of 7% of the Project's total cost for a period of 10 years.

The value of the maintenance contract will not exceed \$700,000, based on the maximum green infrastructure Project funding of \$1,000,000. Regardless of actual cost, ASLF is obligated to maintain, or cause to be maintained, each Project for a period of 10 years. For example, a Project that captures 100,000 gallons of stormwater will have a Project total cost of \$100,000 and maintenance budget of \$7,000 per year for 10 years.

In January of each year, ASLF will provide a maintenance invoice for upfront payment of that year's maintenance activities and a projected maintenance list of all Projects expected to be in maintenance phase during the following calendar year. The invoice will include a list of Projects that are in the "maintenance phase" as of January 1 of that year, their estimated stormwater volume capture, types of GIs and maintenance requirements, date of completion or anticipated completion, years remaining in "maintenance phase" (not to exceed 10 years), and a description of maintenance activities performed on all Projects in the "maintenance phase" the previous year, with accompanying supporting documentation of maintenance performance (such as subcontractor invoices, pictures, verified task completion checklists, or similar documentation). The projected maintenance list will include all Projects that are expected to be in the maintenance phase by January 1 of the following calendar year, and the estimated stormwater capture for each. Payment of the maintenance invoice is due within 60 days.

ASLF shall maintain, preserve and keep the green infrastructure Projects, or cause the green infrastructure Projects to be maintained, preserved and kept, in good repair and working order and shall make or cause to be made all necessary repairs, replacements and renewals so that at all times the Projects are operated and maintained properly in a manner consistent with the County's "Green Infrastructure Project Maintenance Recommendations", which is attached hereto and incorporated herein as Exhibit A. ASLF shall protect the effective operation and efficient function of said green infrastructure Projects so as to preserve and retain all environmental benefits, including stormwater capture components, for which this Agreement has been entered into and County funds provided. Upon

request, ASLF shall provide the County with access to Project sites at all reasonable times in order for the County to determine compliance with this Agreement.

APPENDIX C

MILESTONES, DELIVERABLES, AND DESCRIPTION OF OUTREACH WORK

ATLANTIC STATES LEGAL FOUNDATION & ONONDAGA COUNTY

Appendix C is a fully incorporated attachment to the Agreement between Atlantic States Legal Foundation (ASLF) and Onondaga County (County). This document details a schedule of deliverables and project milestones, satisfactory completion of which releases payment for services rendered by ASLF pursuant to Article 4: Community Engagement on Post-ACJ Transition.

ASLF will conduct public outreach and provide forums for meaningful public participation for Amended Consent Judgment (ACJ) and Ambient Monitoring Program (AMP) termination and post-ACJ activities. The goal of the work will be:

- to inform the public of the accomplishments of the ACJ and Save the Rain and the fact that, despite these improvements, Combined Sewer Overflow (CSO) tributaries still face persistent water quality challenges;
- to describe why the ACJ is no longer the optimal mechanism for ensuring water quality and wastewater infrastructure improvement;
- to explain the proposed or planned regulatory mechanisms for ensuring water quality and wastewater infrastructure improvements (i.e., Long Term Control Plan (LTCP), state consent order, and State Pollution Discharge Elimination System (SPDES) permit with variance); and
- to provide the public with opportunities to provide input on these processes and plans.

The work will be divided by milestones, each with a set of activities and deliverables. To the extent practicable, ASLF will provide the County with advance notice of any public outreach meetings or efforts and copies of any fact sheets and/or presentations in advance of their public distribution, posting and/or publication.

Milestone 1: ACJ Termination & LTCP Development

Before the ACJ can terminate, an LTCP must be approved. EPA guidance requires public participation in the LTCP development process¹. ASLF's outreach team will facilitate that process in Milestone 1.

Activities:

- Develop at least one fact sheet describing ACJ accomplishments and remaining water quality challenges and the next steps in the regulatory process
- Develop at least one fact sheet on the LTCP process and opportunities for public participation
- Develop at least one presentation on ACJ and ACJ-ordered AMP accomplishments and their proposed termination, remaining water quality challenges, next steps in regulatory process, and LTCP process and opportunities to provide input

¹ It is anticipated that the LTCP will be available for public comment in the summer of 2019 (between August and October).

- Hold at least three public meetings where fact sheets are distributed, a presentation is made, and the public has opportunity to comment
- Publicize all public meetings appropriately
- Post fact sheets and presentation online at aslf.org and savetherain.us
- Write report summarizing public feedback from meetings
- Share report and feedback with County and DEC

Deliverables:

- Fact sheets (at least 2)
- Presentation slides (at least one set)
- Report of public feedback

Duration:

Begins January 1, 2020, ends with termination of ACJ

Milestone 2: State Order Implementation & SPDES Permit Input

The ultimate regulatory mechanism for water quality compliance will be a SPDES permit, which may include a water quality variance for the CSO tributaries. However, it is anticipated that the ACJ will terminate before a SPDES permit will be finalized. A state consent order will provide the regulatory framework for compliance in the interim. The public should be informed of the state order and have opportunities to provide meaningful participation in the SPDES permitting process. ASLF will facilitate these activities in Milestone 2.

Activities:

- Develop at least one fact sheet on the terms of the approved consent order
- Stay engaged with the consent order implementation to be able to share this information with the public upon execution of the consent order
- Collaborate on the development of the SPDES permit and work to ensure that public concerns are incorporated in the process
- Develop at least one fact sheet on the new terms of the Metro SPDES permit as it relates to CSOs
- Develop at least one presentation on the executed consent order, wet weather water quality issues, and regulatory options for compliance
- Hold at least three public presentations where fact sheets are distributed, a presentation is made, and the public has opportunity comment
- Publicize meetings appropriately
- Post fact sheets and presentation online at aslf.org and savetherain.us
- Write report summarizing public feedback from meetings
- Share report and feedback with County and DEC for formal response
- Publicize DEC response to comments

Deliverable:

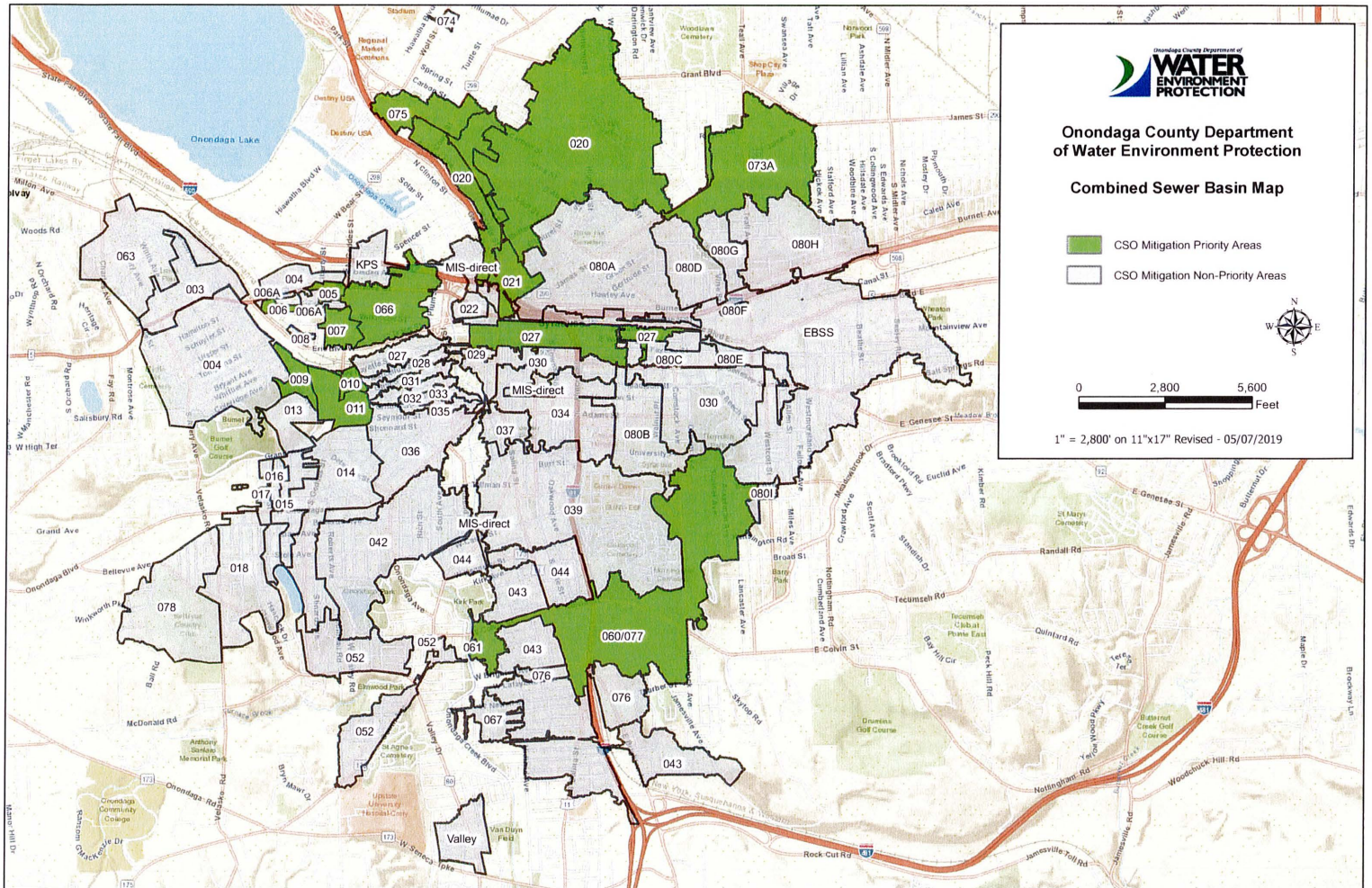
- Fact sheets (at least 2)
- Presentation slides (at least one set)

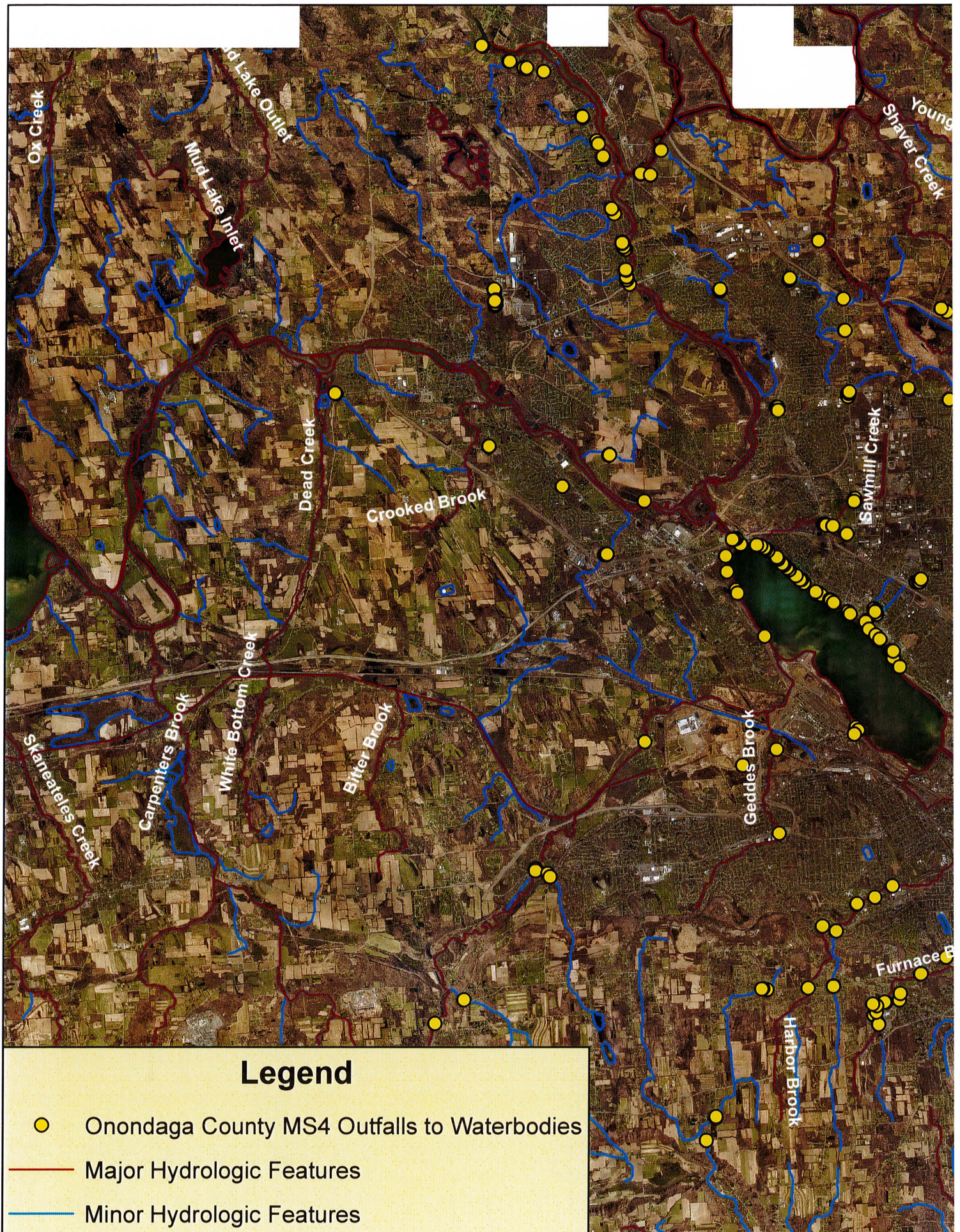
- Report of public comments

Duration:

Most of this work will begin with the termination of the ACJ and continue through the contractual outreach period.

Appendix D





3

NOVEMBER 7, 2019
SESSION

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

November 7, 2019

158

Motion Made By Mr. Jordan

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH PROPOSED
IMPROVEMENTS FOR THE ONONDAGA COUNTY SANITARY DISTRICT

WHEREAS, by Resolution No. 260 of June 5, 1978, adopted pursuant to Section 11.82 of the Onondaga County Administrative Code, the County Legislature dissolved all existing Sanitary and Treatment Plant Districts of the County and established as successor thereto, the Onondaga County Sanitary District, effective January 1, 1979; and

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature, a report dated October 1, 2019 (the Report), duly approved by the County Executive, in connection with proposed improvements to the Onondaga County Sanitary District consisting of the CSO 029 Walton Street Abatement Project, all as more fully set forth in the Report; and

WHEREAS, it is now desired to call a Public Hearing in connection with such project at a maximum estimated cost of \$2,020,000, all in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

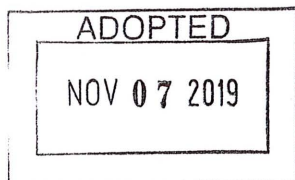
RESOLVED, by the County Legislature of the County of Onondaga, New York, as follows:

Section 1. A meeting of the County Legislature of the County of Onondaga, New York shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 3rd day of December, 2019, at 12:56 o'clock P.M., Prevailing time, for the purpose of conducting a public hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, or more than twenty days before the date designated for the hearing.

Section 3. This resolution shall take effect immediately.

PH Sanitary District
YV
dak



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
7th DAY OF November, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 SEP 30 AM 10:23

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

COMMISSIONER'S REPORT

October 1, 2019

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

On September 30, 2019, the undersigned held a Commissioner's Hearing, open to the public, pursuant to subdivision (a) of Section 11.54 of the Onondaga County Administrative Code. The purpose of the hearing was to hear public comment on:

Authorizing two (2) capital projects identified in the 2020-2025 Capital Improvement Plan: Combined Sewer Overflow 029 Walton Street Abatement and Baldwinsville-Seneca Knolls WWTP Phase II Asset Renewal Improvements.


This hearing was properly posted and advertised. No one appeared to speak in opposition to the proposal. 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

19 OCT -7 PM 3:48

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

In the Matter of:

AUTHORIZING TWO (2) CAPITAL PROJECTS IDENTIFIED IN THE
2020-2025 CAPITAL IMPROVEMENT PLAN: COMBINED SEWER
OVERFLOW 029 WALTON STREET ABATEMENT AND
BALDWINSVILLE-SENECA KNOLLS WWTP PHASE II ASSET
RENEWAL IMPROVEMENTS.

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 Monday, September 30, 2019 at 4:00
p.m.

PRESENT: Frank Mento, Michael Lannon, 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: 10/1/19

Mary Gates
Mary Gates
Administrative Assistant

PUBLIC HEARING
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT
PROTECTION
MONDAY, September 30, 2019

The following occurred at 4:14 p.m.:

Commissioner Mento: This is a Commissioner's Hearing to hear public comment on authorizing two (2) capital projects identified in the 2020-2025 Capital Improvement Plan: CSO 029 Walton Street Abatement and Baldwinsville-Seneca Knolls WWTP Phase II Asset Renewal Improvements; therefore,

It is 4:14 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 2020-2025 Capital Improvement Plan includes two projects that are necessary to maintain regulatory compliance, preserve County assets and increase operational efficiencies. The CSO 029 Walton Street Abatement project includes the installation of various improvements to sewer infrastructure that is tributary to CSO 029. This project will serve to reduce overflow events at CSO 029. The estimated total cost of this project is \$2,020,000.

The Baldwinsville-Seneca Knolls WWTP Phase II Asset Renewal Project is part of the previously authorized Baldwinsville Disinfection Improvements Project, with the scope expanded to provide for various infrastructure improvements, including rehabilitation and upgrades to mechanical and pump systems, HVAC, electrical, structural, odor control systems and other treatment plant improvements. This also includes engineering for primary and secondary clarifier tanks. The estimated cost is \$31,280,200. A Legislative public hearing for both of these projects is tentatively scheduled for December 3, 2019.

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

(End of hearing at 4:17 p.m.)

* * * * *

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0009329147

ADVANCE

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NYup.com

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

Name: ONONDAGA COUNTY WATER ENVIRONMENT

Sales Rep: Pamela Gallagher

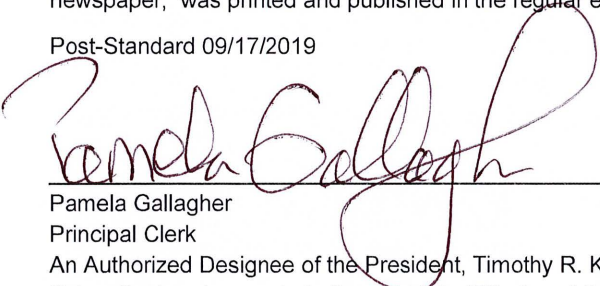
Account Number: 1004983

INV#: 0009329147


Date	Position	Description	P.O. Number	Ad Size
09/17/2019	Other Legals NY	NOTICE OF PUBLIC HEARING ONONDAGA COUNTY	2019 Comm Hearing 2	1 x 132.00 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 09/17/2019


Pamela Gallagher
Principal Clerk

An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 17th day of September
2019


NOTARY PUBLIC

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

HEIDI A. STEPHENS
Notary Public - State of New York
No. 01ST6290718
Qualified in Onondaga County
My Commission Expires: 10/7/2021

Date	Position	Description	P.O. Number	Ad Size
09/17/2019	Other Legals NY	NOTICE OF PUBLIC HEARING ONONDAGA COUNTY	2019 Comm Hearing 2	1 x 132.00 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 30th day of September, 2019 at 4:00 p.m. to hear all persons interested in the following proposals: 1. Combined Sewer Overflow 029 Walton Street Abatement – this project includes installation of various sewer infrastructure improvements to reduce overflow events at CSO 029; estimated cost \$2,020,000. Baldwinsville-Seneca Knolls WWTP Phase II Asset Renewal Improvements – this project is Phase II of the existing Disinfection/Asset Renewal project located at the Baldwinsville-Seneca Knolls WWTP. This phase includes rehabilitation and upgrades to mechanical, HVAC, electrical and odor control systems and various other improvements; estimated cost \$30,280,200. Engineering and design for additional clarifier tank improvements is also included at an estimated cost of \$1,000,000. Total project cost for these improvements: \$31,280,200. At such public hearing, any municipality and all persons owning property within the Onondaga County Sanitary District or immediately ad-

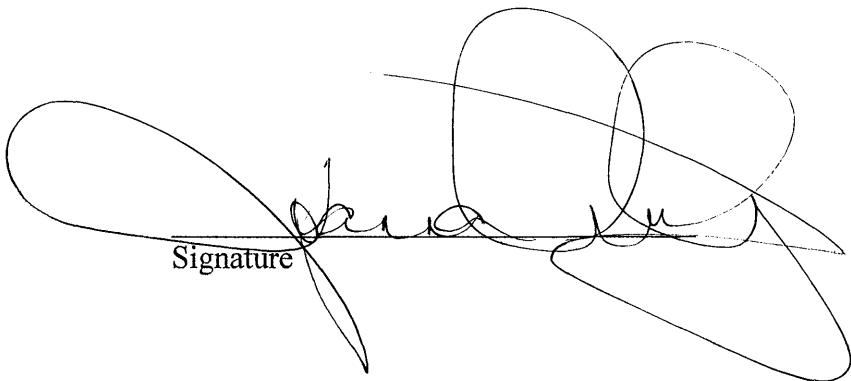
jacent thereto, shall be entitled to be heard. Onondaga County assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its program or activities on the grounds of race, color, national origin, gender or gender 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 non-discrimination 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.

NOTICE OF PUBLIC HEARING

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

JOANNA ANTHONY being duly sworn, deposes and says: that (s)he resides in the city/town/village of LEWIS County of ONONDAGA, New York; that (s)he is over 21 years of age; that on SEPTEMBER 17, 2019, (s)he posted the notice, copy of which is hereto annexed, in five (5) 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 Lysander
3. Town Hall, Town of Clay
4. Town Hall, Town of Van Buren
5. Village Hall, Village of Baldwinsville


Signature

Subscribed and sworn to before me
this 17 day of Sept., 2019.

Jennifer Johnson Hildreth
Notary Public - affix stamp

JENNIFER JOHNSON HILDRETH
NOTARY PUBLIC - STATE OF NEW YORK
No. 01HI6362406
Qualified in Onondaga County
My Commission Expires July 31, 2021

**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 30th day of September, 2019 at 4:00 p.m. to hear all persons interested in the following proposals:

1. Combined Sewer Overflow 029 Walton Street Abatement – this project includes installation of various sewer infrastructure improvements to reduce overflow events at CSO 029; estimated cost \$2,020,000.
2. Baldwinsville-Seneca Knolls WWTP Phase II Asset Renewal Improvements – this project is Phase II of the existing Disinfection/Asset Renewal project located at the Baldwinsville-Seneca Knolls WWTP. This phase includes rehabilitation and upgrades to mechanical, HVAC, electrical and odor control systems and various other improvements; estimated cost \$30,280,200. Engineering and design for additional clarifier tank improvements is also included at an estimated cost of \$1,000,000. Total project cost for these improvements: \$31,280,200.

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.

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.

4

NOVEMBER 7, 2019
SESSION

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

November 7, 2019

Motion Made By Mr. Jordan

RESOLUTION NO. 159

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING AN INCREASE IN THE ESTIMATED MAXIMUM COST OF PROPOSED IMPROVEMENTS FOR THE BALDWINSVILLE TREATMENT PLANT

WHEREAS, the County Legislature has duly approved and authorized expenses in connection with the Onondaga County Sanitary District, consisting of design engineering costs for improvements at the Baldwinsville Treatment Plant, as well as the construction of the disinfection component of such project and other incidental expenses, at a maximum estimated cost of \$6,300,000, and the issuance of bonds of said County to pay the cost thereof; and

WHEREAS, bids for the disinfection component came in higher than originally estimated, and it is necessary to increase the maximum cost of the project by \$31,280,200 to \$37,580,200; and

WHEREAS, it is now desired to call a public hearing thereon; now, therefore be it

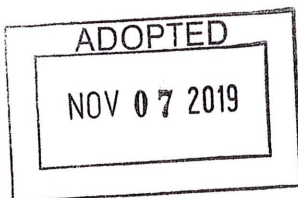
RESOLVED, by the County Legislature of the County of Onondaga, New York, as follows:

Section 1. A meeting of the County Legislature, the County of Onondaga, New York, to be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 3rd day of December, at 12:58 o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty days before the date designated for the hearing.

Section 3. This resolution shall take effect immediately.

CPH INCREASE
YV
dak



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

7th DAY OF November, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 SEP 30 AM 10:23

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

5

NOVEMBER 7, 2019
SESSION

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

November 7, 2019

6
760

Motion Made By Mr. Jordan

RESOLUTION NO. _____

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 Onondaga 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. 46-2017, this Onondaga County Legislature provided for a new schedule of sewer rents, redefining a unit using an estimate of 137,000 gallons per year for each such unit; and

WHEREAS, by adopting this resolution, such unit will be redefined using an estimate of 125,000 gallons per year for each such unit, and the schedule of proposed sewer rents provided herein will become effective on and after January 1, 2020; and

WHEREAS, the proposed schedule was filed with the Clerk of the County Legislature and with the clerks of the City of Syracuse and the various towns and villages, 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 September 30, 2019 on the modification of sewer rents and has prepared and submitted a Report dated October 1, 2019 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 November 7, 2019; now, therefore be it

RESOLVED, that this Onondaga County Legislature hereby modifies sewer rents for the Onondaga County Sanitary District to be allocated on the basis of "units" as defined in the following schedule, where one unit is based on the estimate of 125,000 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 125,000 gallons per year – one unit;
 2. One unit and fraction thereof for each 125,000 gallons per year
- d. Commercial, industrial and institutional properties – units to be assigned based on water bills, or, where property metered, or sufficient verification exists of wastewater discharged, as follows:

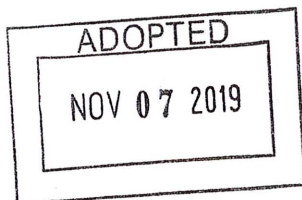
1. Up to 125,000 gallons per year – one unit;
2. One unit and fraction thereof for each 125,000 gallons per year

and, be it further

RESOLVED, that this Legislature does hereby establish and impose the above schedule of sewer rents to be effective January 1, 2020, 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.

Sewer Rents
YV
mmd
dak



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
7th DAY OF November, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 SEP 30 PM 12:07
RECEIVED
ONONDAGA COUNTY
LEGISLATURE

6				NOVEMBER 7, 2019 SESSION	
LEGISLATOR	AYES:	NOES:	ABSENT:		
1. MAY					
17. ERVIN					
6. ABBOTT-KENAN					
7. BUCKEL					
8. RYAN					
9. CHASE					
10. HOLMQUIST					
11. McBRIDE					
13. BUSH					
14. JORDAN					
15. BOTTRILL	-----	-----	X		
16. WILLIAMS					
2. ROWLEY					
3. BURTIS					
4. TASSONE					
5. CODY					
12. KNAPP					
TOTAL	16	0	1		

November 7, 2019

161

Motion Made By Mr. Jordan

RESOLUTION NO. _____

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN AN AMENDED INTERMUNICIPAL AGREEMENT ALLOWING FOR THE COUNTY'S CONTINUED PARTICIPATION WITH THE CENTRAL NEW YORK STORMWATER COALITION

WHEREAS, in December 2010 this Legislature passed Resolution No. 288 authorizing the County Executive to enter into an Intermunicipal Agreement to become a member of the Central New York Stormwater Coalition (Coalition); and

WHEREAS, in December 2012 this Legislature passed Resolution No. 221 authorizing the County Executive to execute an amended Intermunicipal Agreement establishing a membership fee structure to cover Coalition costs previously paid for by an expired State grant; and

WHEREAS, municipalities in the Syracuse Urban Area have entered into the Intermunicipal Agreement in order to foster the exchange of information, identify and promote the discussion of issues of mutual concern facing Municipal Separate Storm Sewer System (MS4) communities, foster cooperation among participating MS4 communities in addressing issues that are of mutual concern, propose recommendations and make reports which identify mutually-beneficial solutions to the concerns facing the participating MS4 communities, seek funding sources and/or sustainable funding mechanisms which may help to accomplish the goals of the Coalition and the participating MS4 communities; and

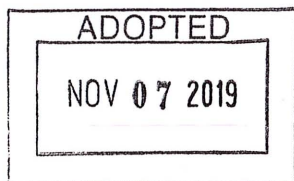
WHEREAS, pursuant to the Intermunicipal Agreement membership fee structure, the Central New York Regional Planning and Development Board (CNYRPDB) will continue to provide administrative services to the Coalition, as well as training, public outreach and public participation services required under the State Stormwater Permit for an amount approximately equal to what MS4s would otherwise be paying for permit compliance services, which amount equaled \$3,600 per member in 2019; and

WHEREAS, the Intermunicipal Agreement is being amended in order to clarify which persons may be qualified to act as representatives of more than one member municipality and to permit electronic mail voting in certain circumstances; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to execute agreements and such other documents as may be reasonably necessary to implement the intent of this resolution; and, be it further

RESOLVED, that the County's active participation as a member of the Stormwater Coalition remains subject to annual appropriations and on-going Executive Oversight.

Stormwater Coalition IMA
BMY
mmd
dak



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

7th DAY OF November, 20 19

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

00:3 WD 1-10061

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

7				NOVEMBER 7, 2019 SESSION	
LEGISLATOR	AYES:	NOES:	ABSENT:		
1. MAY					
17. ERVIN					
6. ABBOTT-KENAN					
7. BUCKEL					
8. RYAN					
9. CHASE					
10. HOLMQUIST					
11. McBRIDE					
13. BUSH					
14. JORDAN					
15. BOTTRILL	-----	-----	X		
16. WILLIAMS					
2. ROWLEY					
3. BURTIS					
4. TASSONE					
5. CODY					
12. KNAPP					
TOTAL	16	0	1		

November 7, 2019

162

Motion Made By Mrs. Ervin

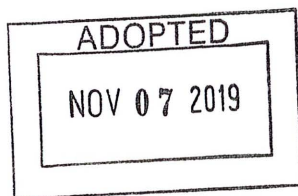
RESOLUTION NO. _____

CONFIRMING APPOINTMENT OF JOHN DESANTIS AS LEGISLATIVE AIDE OF THE
ONONDAGA COUNTY LEGISLATURE

RESOLVED, that the following person is hereby appointed Legislative Aide of the Onondaga
County Legislature effective November 18, 2019:

JOHN DESANTIS
59 Brown Street
Baldwinsville, New York 13027

Desantis appt.
DLM
YV
dak



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
7th DAY OF NOVember, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

92:4 PM 8-13061

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

8

NOVEMBER 7, 2019
SESSION

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

November 7, 2019

63

Motion Made By Ms. Cody

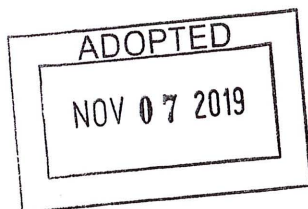
RESOLUTION NO. _____

2019 TRANSFER RESOLUTION

RESOLVED, that the following transfers be made:

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
Admin Unit 3700000000 Board of Elections Speed Type #190009 Acct. 694080 Professional Services	Admin Unit 3700000000 Board of Elections Speed Type #190009 Acct. 693000 Supplies & Materials	\$3,500
Admin Unit 3700000000 Board of Elections Speed Type #190009 Acct. 694080 Professional Services	Admin Unit 3700000000 Board of Elections Speed Type #190009 Acct. 694100 All Other Expenses	\$19,000
Admin Unit 3900000000 Finance Department Speed Type #200287 Acct. 641010 Regular Employee Salaries	Admin Unit 3900000000 Finance Department Speed Type #200287 Acct. 694080 Professional Services	\$15,600
Admin Unit 8110000000 Social Services-Economic Security Speed Type 430561 Acct. 661010 Safety Net	Admin Unit 8110000000 Social Services-Economic Security Speed Type 430629 Acct. 693000 Supplies & Materials	\$195,000

2019 Transfer Reso
YV
DLM
dak



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
7th DAY OF November, 20 19.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

95:6 HW 18 10061

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

9.

NOVEMBER 7, 2019
SESSION

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

November 7, 2019

164

Motion Made By Ms. Cody, Mr. Holmquist

RESOLUTION NO. _____

AMENDING THE 2019 COUNTY BUDGET TO MAKE FUNDING AVAILABLE FOR USE IN CONNECTION WITH A GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE STATISTICS, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, the County has been awarded \$731,682 in funding from the U.S. Department of Justice, Office of Justice Programs Bureau of Justice Statistics' (BJS) National Incident Based Reporting System (NIBRS) Grant Program, of which the Manlius and Syracuse Police Departments are to receive \$62,725 and \$260,957 respectively for needed hardware and equipment, and it is necessary to amend the budget to make such funds available for use; now, therefore be it

RESOLVED, that the County Executive is authorized to execute agreements and such other documents as may reasonably be necessary to implement the intent of this resolution; and, be it further

RESOLVED, that the 2019 County Budget is amended as follows:

REVENUES:

In Admin Unit 2700000000

Information Technology

Speed Type #160044

In Project 725005 NIBRS Compliance

In Acct: 590022 State Aid-Public Safety

\$731,682

APPROPRIATIONS:

In Admin Unit 2700000000

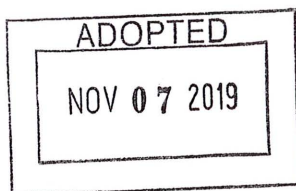
Information Technology

Speed Type #160044

In Project 725005 NIBRS Compliance

\$731,682

BJS Grant
BMY
dak



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

7th DAY OF November, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 OCT -1 PM 2:36

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

10

NOVEMBER 7, 2019
SESSION

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

November 7, 2019

Waiver

11.

165

Motion Made By Ms. Cody

RESOLUTION NO. _____

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE UNITED STATES
DISTRICT COURT, NORTHERN DISTRICT OF NEW YORK, J.B., A MINOR, ET AL. V.
ONONDAGA COUNTY, ET AL.

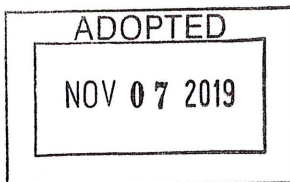
WHEREAS, on or about February 1, 2019, by Summons and Class Action Complaint, Plaintiffs, J.B., a minor, by and through her parent and natural guardian Tereia Duff, and J.M., a minor, by and through his parent and natural guardian Nicole Smith, on behalf of themselves and all others similarly situated, commenced this action against Onondaga County, et al. alleging that Defendants violated the Sixth Amendment rights of minors to consult privately and without inhibition with their attorneys; and

WHEREAS, Plaintiffs are willing to settle and release the County of Onondaga in consideration of receiving the sum of \$42,600 in attorneys' fees and in light of the actions taken and commitments made by the County to date; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$42,600, and the Comptroller be and hereby is authorized to draw the Comptroller's warrant charging it against the proper funds; and, be it further

RESOLVED, that the Comptroller's warrant shall be released to the County Attorney by the Comptroller upon the Comptroller's receipt of the Release and Stipulation of Discontinuance from such action that is deemed proper and satisfactory by the County Attorney.

Settlement - J B et al.
BMY
dak



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
7th DAY OF November, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

67:01 WA 1 - AON 61

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

11				NOVEMBER 7, 2019 SESSION	
LEGISLATOR	AYES:	NOES:	ABSENT:		
1. MAY					
17. ERVIN				Mrs. Cody asked for a waiver; no objection - waiver allowed.	
6. ABBOTT-KENAN					
7. BUCKEL	excused				
8. RYAN					
9. CHASE					
10. HOLMQUIST					
11. McBRIDE					
13. BUSH					
14. JORDAN					
15. BOTTRILL	-----	-----	X		
16. WILLIAMS					
2. ROWLEY					
3. BURTIS					
4. TASSONE					
5. CODY					
12. KNAPP					
TOTAL	15	0	1	1 excused	

12.

November 7, 2019

166

Motion Made By Ms. Cody

RESOLUTION NO. _____

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ONONDAGA, DAVID S. GANDINO, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF HELEN DeMASCIO V. COUNTY OF ONONDAGA, NEW YORK AND VAN DUYN NURSING HOME

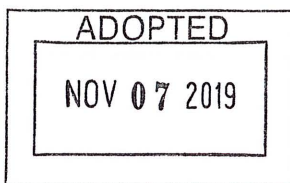
WHEREAS, on or about January 18, 2013, by Summons and Complaint, Plaintiff David S. Gandino, individually and as personal representative of the Estate of Helen DeMascio, commenced this action against the County of Onondaga and VanDuyn Nursing Home demanding payment for injuries and loss of life sustained by Helen DeMascio, occurring on March 4, 2012; and

WHEREAS, Plaintiff is willing to settle and release the County of Onondaga in consideration of receiving the sum of \$125,000, inclusive of attorney fees; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$125,000, and the Comptroller be and hereby is authorized to draw the Comptroller's warrant charging it against the proper funds; and, be it further

RESOLVED, that the Comptroller's warrant shall be released to the County Attorney by the Comptroller upon the Comptroller's receipt of the Release and Stipulation of Discontinuance from such action that is deemed proper and satisfactory by the County Attorney.

Settlement - Gandino
BMV
dak



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

7th DAY OF November, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 NOV 1 - AM 10:44

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

12				NOVEMBER 7, 2019 SESSION	
LEGISLATOR	AYES:	NOES:	ABSENT:		
1. MAY					
17. ERVIN					
6. ABBOTT-KENAN					
7. BUCKEL					
8. RYAN					
9. CHASE					
10. HOLMQUIST					
11. McBRIDE					
13. BUSH					
14. JORDAN					
15. BOTTRILL	-----	-----	X		
16. WILLIAMS					
2. ROWLEY					
3. BURTIS					
4. TASSONE				Adjourned at 1:40 p.m.	
5. CODY					
12. KNAPP					
TOTAL	16	0	1		