



# Onondaga County Legislature

**DEBORAH L. MATURO**  
Clerk

**J. RYAN McMAHON, II**  
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](http://www.ongov.net)

## **RESOLUTION NOS. 30 – 39**

### **OFFICE OF THE CLERK**

**April 3, 2018**

Listed below are the resolutions to be presented to the County Legislature at the April Session.  
The meeting will be held at **1:00 p.m. on Tuesday, April 3, 2018.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mrs. Tassone**
- D. SALUTE TO FLAG – **Ms. Cody**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
  - 1. **Correspondence:**
    - a. 03-19-18 Letter from County Executive Mahoney – RE: Reappointments to the Onondaga County Community Service Advisory Board (Timothy J. Bobo, Mary Beth Frey, James A. Yonai)
    - b. 03-27-18 Memo from Chairman McMahon – RE: Reappointment and Appointments to the Onondaga County Justice Center Oversight (Carton Strail, Cassandra Jones Ingram, Nicholas Paro)
    - c. 03-29-18 Memo from Chairman McMahon – RE: Reappointment and Appointment to the Board of Directors of the Onondaga County Civic Development Corporation (Michael LaFlair, James W. Jordan)
  - 2. **Public Comment:**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 4)

### **4<sup>TH</sup> DISTRICT – MRS. TASSONE – COUNTY FACILITIES**

- 1. **NO. 30** Authorizing Execution of Agreements for Gaining Access and Use of Property Owned by New York State Located Along the Western Shore of Onondaga Lake (16-0-1 Jordan)
- 2. **NO. 31** Amending the 2018 County Budget to Fund in the First Instance 100 Percent of the Federal Aid Eligible Costs at a Maximum Amount of \$1,512,000 for the Construction and Construction Inspection Phases of the Onondaga Lake Canalways Trail Phase I Project, Pin 3950.49, and Authorizing Execution of Agreements (\$1,512,000) (16-0-1 Jordan)

### **6<sup>TH</sup> DISTRICT – MR. PLOCHOCKI**

- 2a. **NO. 32 (WAIVER)** Authorizing the Removal of a Portion of Lyons Road Extension in the Town of Camillus from the County Road System Pursuant to Section 115-B of the Highway Law (16-0-1 Jordan)

### **15<sup>TH</sup> DISTRICT – MR. McMAHON**

3. **NO. 33** Authorizing Email Delivery of Local Laws to Members of the Onondaga County Legislature (16-0-1 Jordan)
4. **NO. 34** Changing the Date of the November 2018 Legislative Session (16-0-1 Jordan)
5. **NO. 35** 2017 Transfer Resolution – Comptroller (136,867) (14-2 Holmquist, Rowley -1 Jordan)
6. **NO. 36 (WAIVER)** Approving Use of the Lakeview Amphitheater within a Name-In-Title Sponsorship Program (13 Knapp, Ervin, Tassone, Cody, Plochocki, Buckel, Ryan, Chase, Bush, Williams, May, Burtis, McMahon – 4 Holmquist, McBride, Jordan, Rowley)

### **17<sup>TH</sup> DISTRICT – MRS. ERVIN**

7. **NO. 37** Amending the 2017 County Budget to Make Available Funds to Support Retained Counsel (\$40,000) (12 Knapp, Ervin, Cody, Plochocki, Buckel, Ryan, Chase, McBride, Williams, May, Burtis, McMahon -5 Tassone, Holmquist, Bush, Jordan, Rowley)

### **1<sup>ST</sup> DISTRICT – MR. MAY – WAYS AND MEANS**

8. **NO. 38** Authorizing the Settlement of the Action Filed with the Supreme Court of the State of New York, County of Onondaga, Jane Doe v. Onondaga County, et. al. (\$275,000) (16-0-1 Plochocki)
9. **NO. 39 (WAIVER)** Accepting and Approving the Contract Between the County of Onondaga and the Onondaga Sheriffs Captains Association (16-0-1 Plochocki)

### **LOCAL LAWS:**

- A. **DEFEATED** - A Local Law Protecting and Providing for the Health and Well-Being of Dogs and other Companion Animals in Onondaga County, and Amending Local Law No. 5-2017 (Sponsored by Mr. Jordan) (4 Holmquist, Jordan, Rowley, Burtis -13 Knapp, Ervin, Tassone, Cody, Plochocki, Buckel, Ryan, Chase, McBride, Bush, Williams, May, McMahon)
- B. **PASSED** - A Local Law Amending the Onondaga County Charter and Administrative Code to Provide Clarification and Guidance Relates to the County Legislature's Authority to Hire Outside Counsel to Provide Legal Services, Including the Preparation of Local Laws, Ordinances, Resolutions, Legalizing Acts or Other Legislation (Sponsored by Mr. McMahon) (17-0)
- C. **DEFEATED** - A Local Law Protecting and Providing for the Health and Well-Being of Dogs in Onondaga County, and Amending Local Law 5-2017 (Sponsored by Mr. Ryan) (8 Ervin, Buckel, Ryan, Chase, Williams, Rowley, Burtis, McMahon -9 Knapp, Tassone, Cody, Plochocki, Holmquist, McBride, Bush, Jordan, May)
- K. UNFINISHED BUSINESS
- L. ANNOUNCEMENTS FROM THE CHAIR
- M. ADJOURNMENT

Respectfully submitted,



DEBORAH L. MATURO, Clerk  
ONONDAGA COUNTY LEGISLATURE



ROLL CALL			APRIL 3, 2018 SESSION
LEGISLATOR	PRESENT	ABSENT	
1. MAY	✓		Called to order at 1:11 p.m.
2. ROWLEY	✓		
3. BURTIS	✓		
4. TASSONE	✓		Public comment:
5. CODY	✓		see attached list
6. PLOCHOCKI	✓		Statements on file:
7. BUCKEL	✓		Deedee Dillingham
8. RYAN	✓		Jo Lynn Strasing
9. CHASE	✓		Jane Delaney
10. HOLMQUIST	✓		
11. McBRIDE	✓		
12. KNAPP	✓		
13. BUSH	✓		
14. JORDAN	✓		
16. WILLIAMS	✓		
17. ERVIN	✓		
15. MCMAHON	✓		
TOTAL	17	0	

***April 3, 2018 Session***  
***Public Comment***

**\*PLEASE PRINT\***

[illegible]

Deedee Dillingham

Onondaga County Legislature  
Tue., April 3, 2018; 1 p.m.  
Courthouse, 401 Montgomery St.

watered  
down so  
much that  
it's not  
useful.

## Adrian's Law♦

I would like **current NYS state dog shelter law enforced**. Adrian's shelter was grossly inadequate and in no way appropriate shelter per the law.

- Please raise your hand if you have a dog.
- Please raise your hand if you chain your dog outside in extreme weather. *and for 2 hrs.*
- Please raise your hand if you think it's OK for any dog should be chained outside in extreme weather. *and for 2 hrs.*
  - So WHY did you leave out chained working dogs and hunting dogs? Please raise your hand if you pushed for these exclusions. *what qualifies dogs?*
  - NO dogs or dog groups should be **discriminated** against. You are **compromising** these dogs' lives. *farm - photos*
  - Dogs' lives were already **compromised** by going from 30 mins. to 2 hrs
  - Dogs' lives are **compromised** by leaving out wind chill and humidity
- If bill does get passed, we need **community outreach/PR to educate the public** and **training for all enforcement officers**. City of Syracuse is covered, but what about the other 20 towns in Onondaga County?
- I would like:
  - A **model tethering/penning law** – get dogs off tow chains, proper collars, proper tangle-free leashes, proper length, proper size pens. Many cities in U.S. have them.
    - Unchain Your Dog
    - Dogs Deserve Better
  - A **Code Blue/Code Red** law to that mandates dogs be brought inside in dangerous temperatures

♦ *Pitbull with tow chain in ground who froze to death late Dec. 2017 in city of Syracuse in a wooden box totally open in front with no hay but near his head*

2

Hello Everyone. My name is Jo Lynn Stresing. I live in Camden, NY.

I am a responsible dog owner who participates in dog events in Onondaga County. I'm a member of Onondaga Kennel Association, Seneca Siberian Husky Club, Pa Sled Dog Club and Siberian Husky Club of America. It is obvious that everyone want proper care for dogs. I'm urging you to support **Legislator Jordan's proposal because Adequate shelter is specific to each breed. One size, temperature or time limit, does not fit the needs of all.**

I am a 30 year musher (sled dog driver) who trains and races an arctic working breed **that loves it** and is well suited to **winter activities in snow** as the breed originated from arctic climates.

Colder temperatures, below 32, is safe for many well furred breeds if proper shelter is provided. Several x's per year, sled dog races are held, on snow, in our CNY area. Typically 50 to 100 teams, many from other states, attend. I have participated as well as organized events for many years. Thousand of dollars in hotels, restaurants, & gasoline have come into our CNY/Syracuse area for these activities. My dogs and I have also participated in outdoor winter festivals and grade school presentations to help educate the community on sled dogs as a sport and hobby. All of these activities require dogs to be tethered below 32degrees and if we are lucky...on snow. **Legislator Jordan's proposal recognizes that not all breeds are the same and ensures that dogs are provided with adequate shelter, apparel and other protection from inclement weather specific to the needs of each dog and breed.**

As a veterinarian with 29 years experience, including a good deal with Northern/Arctic breeds. I can fully endorse Mr. Jordan's proposal regarding any proposed change to Tethering Laws in Onondaga County. There are many, many dog breeds and each has a different innate ability to acclimate to cold. Northern/Arctic breeds (Siberian Husky, Alaskan Husky, Malamute, etc) have thick undercoats that allow them to thermoregulate well below 32 degrees Fahrenheit by retaining their natural body heat. This allows them to engage in familiar outdoor activities such as sled-pulling for hours without getting cold during, and more importantly, after exercise. I believe that the conditions outlined in Mr. Jordan's proposal, carried out responsibly by an owner of a Northern/Arctic breed, would allow the dog to do very well in temperatures below 32 degrees if they are acclimated and healthy, and I would anticipate no medical ramifications. Mr. Ryan's proposal does not take into account the great differences in breed acclimation ability and is therefore the less desirable of the two proposed options.

Respectfully,

Frank G. Capella, D.V.M.

#315- 363- 8700  
from the Village Veterinary Hospital  
230 Genesee Street  
Canastota NY. 13032

**ADCNYS**

49 Fred Short Rd  
 Saugerties, NY 12477  
 845-246-7509 (home)  
 914-388-3467 (mobile)

My name is Tom Delaney. I am the Vice President of the all-volunteer Associated Dog Clubs of New York, that is made up of responsible dog owners, breeders, trainers, groomers, sportsmen, and other dog enthusiasts. As dog care professionals, the proper care of dogs and other animals is very important to all of our members, their customers, and associates.

It appears that everyone in this room wants the same thing. To see that companion animals are cared for properly, and that they are not put in a situation where they could be harmed. The discussion has been, what is the best way to achieve that goal?

Dogs are very different than people in that they are not relatively uniform in size and environmental capabilities. Many breeds evolved or were created for specific purposes and climates. Some breeds like mine, the Samoyed, are very all weather tolerant. Breeds like the Basenji are hot weather specialists. Malamutes are cold weather specialists. Smaller dogs with short coats tend to be less weather tolerant than larger dogs with longer coats. A small dog with a short coat, can experience symptoms of hypothermia in temperatures above 32 degrees in as little as 30 minutes. A dark color dog with a short coat, can show symptoms of heat stroke in far less than 2 hours. However, for weather tolerant dogs, they may never experience discomfort or distress.

When examining the two proposed local laws, the question I ask myself is this: Does this proposal solve the problem of preventing harm to animals without creating new problems?

For the proposal sponsored by Mr. Ryan, in my opinion, the answer to that question is no. Animals can die with temperatures above 32 degrees and the enforcement officer will be unable to act under this law.

For the proposal sponsored by Mr. Jordan, the answer is yes. It doesn't matter if it has been 5 minutes or 5 hours, if a dog is exhibiting symptoms of heat stroke or hypothermia, the enforcement officer is empowered to act. The proposal then stipulates that the animal be taken to a licensed veterinarian for treatment to ensure that there will be no further harm to the animal. If the dog has no symptoms, then clearly it is not in danger.

I urge you to support the common sense approach proposed by Mr. Jordan that will not only protect the animals that need it, but protects the owners of weather tolerant animals from inappropriate enforcement.

Tom Delaney  
 Vice President, Associated Dog Clubs of New York, Inc.



**My name is Daniel Cunningham, I am the President of Onondaga Kennel Association. I am 69 years old, I am a sportsman, a Farmer and a dog sport enthusiast. I graduated from Fayetteville Manlius High School with a major in agriculture, I was in the 4H, FFA. I Worked for Dr James Otis Marshall Veterinarian in Fayetteville, Studied Animal Science at Canton ATC, I was a member of the Fenner Conservation Club, President of the New York State Beef Producers assn. and Vice President of Onondaga County Farm Bureau, I am a responsible dog owner.**

**I am against Legislator Ryan's proposal because 1 size does not fit all, there are sporting and working dogs who spend a great amount of time out doors and many large breeds not comfortable curled up next to the fire. There are heated dog houses and Insulated dog houses made for their comfort,**

**We do recognize the good work the Syracuse Pit Crew does primarily looking out for the Pit Bull community a breed that has been very badly mistreated, but there are over 200 breeds of dogs beyond them from tiny dogs to hairless dogs to massive Newfies and Malamutes to other breeds like Labradors and Rottweilers. All are totally different and require breed appropriate care, the one thing they all have in common is they should be cared for as part of our family and all require the appropriate health care.**

**OKA has donated on many occasions to the SPCA when they have seized large numbers of animals**

**and also when they had problems at the shelter such as the furnace, we also donate to the Humane assn. and Wanderers Rest, we donated to shelters during Katrina, Sandy and many other Hurricanes along with donating to shelters after the wildfires and other natural disasters, We donated \$12,000.00 along with Syracuse Obedience Training Club to purchase the Pet Disaster Relief Trailer for Onondaga County and their Emergency response plan, We have donated every year to Clear Path for Veterans, dogs to Vets program, O2 fur life respirators to the city and county fire departments and are working on buying bullet proof vests for police dogs. We do DNA testing and participate in cancer research for dogs. We work with our breed groups to set up and support shelters for ALL breeds of dogs.**

**Contrary to what you have been told we spend our money to provide for the care, protection and research to provide long healthy lives to our family dog, dogs that protect and dogs that serve!**

**Our families are Dog Lovers, Sportsman, Farmers and Dog sport enthusiasts, We strongly support legislator Casey Jordans proposed law!**

**Thank You for your time.**



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](http://www.ongov.net)

**Joanne M. Mahoney**  
*County Executive*

**Ann Rooney**  
*Deputy County Executive, Human Services*

**William P. Fisher**  
*Deputy County Executive*

**Mary Beth Primo**  
*Deputy County Executive, Physical Services*

March 19, 2018

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Article XV, Section 15.03, of the Onondaga County Administrative Code, and Section 41.11 of the NYS Mental Health Hygiene Law, I have reappointed, subject to confirmation of the County Legislature, the following individuals to serve as members of the Onondaga County Community Services Advisory Board:

REAPPOINTMENT

Timothy J. Bobo  
3308 Oak Brook Road  
Baldwinsville, NY 13027

TERM EXPIRES

December 31, 2021

Mary Beth Frey  
915 East Brighton Avenue  
Syracuse, NY 13205

December 31, 2021

James A. Yonai  
112 Guilford Road  
Syracuse, NY 13224-1813

December 31, 2021

Your confirmation of these reappointments would be greatly appreciated.

Sincerely,

Joanne M. Mahoney  
County Executive

cc: Hon. Tim Burtis, Chair, Health Committee  
Lori Tarolli, Esq., Law Department  
Debbie Maturo, County Legislature

18 MAR 22 PM 1:06

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

**Timothy J. Bobo**

3308 Oak Brook Road, Baldwinsville NY 13027  
tjbobo2@yahoo.com (315) 635-5712 Home  
(315) 560-7414 Cell

**Summary:** Executive with over 30 years experience in health care planning and development. Skilled in dealing with external constituencies in fostering community health improvement. Demonstrated ability in health care strategy, consultation, and analysis. Manages all agency program and policy functions including planning initiatives, research and data development, and consulting and marketing strategies. Respected for integrity, leadership, interpersonal skills, and team building/participation with both community health care and governmental partners.

**Professional Experience:**

SYRACUSE COMMUNITY HEALTH CENTER, INC.  
***SPECIAL ASSISTANT TO THE PRESIDENT/CEO***

SYRACUSE, NEW YORK  
**2012-2014**

CENTRAL NEW YORK HEALTH SYSTEMS AGENCY, INC. SYRACUSE, NEW YORK  
Private, voluntary agency with \$700,000 operating budget providing regional health planning and consulting services to health care public, provider, and payer entities. Agency also administers HIV Care planning and housing programs.

***EXECUTIVE DIRECTOR***

**1991-2012**

- Develop and articulate agency policies and local health priorities to governmental, provider, and community constituencies; provide leadership to 19-member Board of Directors.
- Manage and participate in all agency program functions including planning initiatives, Certificate of Need, financial analysis, data development, research, shortage area assessments, HIV rental assistance programs, and sponsorship of the Central New York HIV Care Network.
- Research and prepare federal health professional shortage area applications (25 successful designations since 2000).
- Direct staff in initiatives related to rural health development, hospitals, health education, and managed care, including contract assistance to county governments in initiating and operating Medicaid managed care programs.
- Develop and negotiate client contracts and grants (total approximately \$4.5 million since 1995); conduct grant-writing to government sources and foundations.
- Source, hire, manage, and develop 5-member staff group to carry out agency work program and mission.
- Served as Interim Public Health Administrator, Onondaga County Department of Health, Syracuse (Jan.- April, 2001) with responsibilities in grant-writing and program development in perinatal care, school health, mental health, Family Health Plus, and HIV testing/outreach

<b>ASSOCIATE DIRECTOR</b>	<b>1984-1991</b>
<b>SENIOR ASSOCIATE AND DISTRICT DIRECTOR</b>	<b>1976-1984</b>

- Led staff and team of 20 through the Medical Facilities Plan (MFP) and Capital Investment priority process for all health care facilities in CNY within an annual capital budget of \$40 million.
- Prepared reports and analyses including Long Term Care Plan for CNY; acute care reconfiguration plans; policy and hearing statements; contract and funding proposals to further CNYHSA objectives.
- Provided liaison and consultation to State Department of Health, other agencies, and providers at regional and local levels regarding programs, funding, and health care need issues.

AREAWIDE AND LOCAL PLANNING FOR HEALTH ACTION, INC. (ALPHA)	SYRACUSE, NY
<b>SENIOR HEALTH PLANNER AND PLANNING ASSOCIATE</b>	<b>1972-1976</b>

WESTERN MASSACHUSETTS HEALTH PLANNING COUNCIL, INC.	SPRINGFIELD, MA
<b>ASSISTANT EXECUTIVE DIRECTOR</b>	<b>1971-1972</b>

Education and Service:

BINGHAMTON UNIVERSITY	BINGHAMTON, NY
<b>MASTER OF BUSINESS ADMINISTRATION (MBA)</b>	<b>2001</b>

UNIVERSITY OF CINCINNATI	CINCINNATI, OHIO
<b>MASTER OF COMMUNITY PLANNING (MCP)</b>	<b>1970</b>

Major: Comprehensive Health Planning

Internship: Community Mental Health Center Development, The Jewish Hospital

Thesis: Patient Characteristics and Patterns of Use of Hospital Emergency Rooms

XAVIER UNIVERSITY	CINCINNATI, OHIO
<b>BACHELOR OF SCIENCE</b>	<b>1968</b>

Major: Economics

Air Defense Artillery Officers' Basic School	FORT BLISS, TX
<b>U.S. ARMY, 2ND LIEUTENANT</b>	<b>1970-1971</b>

Professional and Community Affiliations:

NEW YORK STATE ASSOCIATION FOR RURAL HEALTH  
**Founding Board Member**  
 NEW YORK STATE RURAL HEALTH COUNCIL  
**Past Member/gubernatorial appointee**  
 TRANSITIONAL LIVING SERVICES OF ONONDAGA COUNTY  
**Vice-President, Board of Directors**  
 ONONDAGA COUNTY DEPT. OF MENTAL HEALTH  
**Chair, Community Services Board**  
 SYRACUSE COMMUNITY HEALTH CENTER  
**Chairman, Total Care, Inc.**

# MARY BETH FREY

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Samaritan Center

215 North State Street Syracuse, NY 13203

Work Phone 315-472-0650 ~ Email [director@samcenter.org](mailto:director@samcenter.org)

## S U M M A R Y

Twenty-four years' experience in the not-for-profit sector in both direct service and management capacities. Background in both psychology and management with strong organizational and analytical skills. Demonstrated commitment to people and community problem-solving with strong networking and communication abilities.

## W O R K H I S T O R Y

### **2005- present     Samaritan Center, Syracuse N.Y.**

#### ***Executive Director     6/02-present***

- Responsible for leadership and management of organization, including fundraising, financial management, human resources, strategic planning, program evaluation and grant management
- Coordination and collaboration with community human service agencies in support of agency programs and mission, including facilitation of Syracuse Hunger Project
- Facilitation and implementation of efforts increasing community awareness of hunger issues and initiatives to impact same

### **2001- 2005     United Way of Central New York, Syracuse N.Y.**

#### ***Vice President Community Impact     8/02-6/17***

- Responsible for divisional oversight, procedure/policy development, budget, personnel
- High-level coordination and collaboration with community human service agencies in support of community needs and agency mission
- Develop community engagement and philanthropy through management of federal fundraising campaign
- Establish and implement community investment strategy across funding streams to address critical human service issues
- Extensive coordination and partnership with community volunteers in support of local human service community

#### ***Community Impact Associate     6/01-8/02***

- Assisted in program review and analysis process resulting in \$5.3 million allocated to area not-for-profits to assist those in need
- Provided ongoing program support and technical assistance to funded programs/agencies to enhance ability to fulfill their mission
- Managed capacity building fund providing grants and training to area not-for-profits

### **1994- 1998     St. Joseph's Hospital Health Center, Syracuse N.Y.**

#### ***Utilization Review Casemanager/Discharge Planner     1/97-6/98***

- Clinical review and discharge planning and oversight of 30-bed acute psychiatric inpatient unit
- Improved treatment efficacy through team development of treatment planning and pathway processes
- Developed comprehensive discharge planning guidelines for unit
- Participated in interdisciplinary and strategic planning committees
- Supervised unit casemanager
- Represented functional area in unit level review process, contributing to successful three year accreditation of unit
- Networked extensively with mental health service providers and families, generating community linkages and outpatient supports

**MARY BETH FREY**

**(continued)**



**1989- 1993                      Transitional Services, Buffalo N.Y.**

***Relief Associate Counselor    1/93-7/93***

- Rehabilitation and counseling services for 16-bed psychiatric community residence - provided on-call, crisis intervention and casemanagement services
- Participated in ongoing training and supervision of staff
- Responsible for ongoing functional and clinical assessment of clients
- Developed and coordinated resident community support networks

***Mental Health Residential Counselor    10/89-1/93***

- Supportive counseling, supervision and skills training for 16-bed community residence
- Developed, implemented and monitored individualized treatment plans
- Facilitated group skill-building and problem solving

**1988- 1989                      East House Corporation, Rochester N.Y.**

***Mental Health Residential Counselor***

- Supportive counseling, supervision and crisis intervention for 12-bed psychiatric quarter-way house
- Provided functional assessment and skills training to assigned caseload
- Established supportive networks and coordinated with service providers

**1987- 1988                      St Mary's Community Mental Health Center, Amsterdam N.Y.**

***Mental Health Therapy Aide***

- Assisted in development of group therapy program for 30-bed acute psychiatric inpatient unit
- Trained to perform emergency room psychiatric assessments
- Responsible for ongoing treatment planning and psychiatric assessment for assigned caseload

**COMMUNITY INVOLVEMENT**

- Graduate leadership Greater Syracuse 2008
- Human Services Leadership Council 2002-present
- Onondaga County Disabilities Planning Cluster 2002-2003
- Onondaga County Community Services Board 2003-2016
- Onondaga County Citizens League-2006 to present
- Syracuse City School District Mental Health Steering Committee 2003-2005
- Onondaga Creek Clean-up Project 2002, 2003
- Board Member Appleseed Trust 2003-2007
- Board Member CNY Health Systems Agency 2005-2011

**EDUCATION**

**MBA/ Management** SUNY at Oswego, May 2000    4.0/4.0 GPA  
    Delta Mu Delta & Phi Kappa Phi National Business Honor Societies  
**BS/Psychology** SUNY at Oswego, May 1987    3.4/4.0 GPA  
    Psi Chi National Psychology Honor Society

**REFERENCES**

Available Upon Request

## **VITA**

JAMES A. YONAI, PH.D., CRC/RETIRED

HOME: 112 Guilford Road  
Syracuse, New York 13224-1813

HOME PHONE: 315-445-9757                      CELL PHONE: 315-430-2688

FAMILY: Spouse--Barbara Ann Yonai, Ph.D. (Bobbi)

CURRENT POSITION: Retired

MILITARY SERVICE: Honorable Discharge--First Lieutenant, U.S. Air Force

CERTIFICATION: Certified Rehabilitation Counselor/Retired (#00002592)

DATE OF BIRTH: March 22, 1948                      CITIZENSHIP: United States

### **Education**

Gettysburg College	B.A.	1970	Biology
The Pennsylvania State University	M.Ed.	1979	Rehabilitation Counseling
Hutchings Psychiatric Center	Internship	1985	Clinical Geropsychology (APA Approved Program)
The Pennsylvania State University	Ph.D.	1991	Counseling Psychology (APA Approved Program)

### **Honors**

Beta Beta Beta	Biology Honor Society (Undergraduate)
Phi Kappa Phi	Honor Society for Superior Scholarship
Pi Lambda Theta	Honor Society for Education

**Professional Experience**

- June 1993-  
January 2013      Director of the Madison County Mental Health Department, Wampsville, NY. Director of Community Services under the New York State Mental Hygiene Law. Responsible for planning, developing, implementing, and administering services for mental health, alcoholism and substance abuse, and mental retardation/developmental disabilities. Work closely with the Community Services Board and the Madison County Board of Supervisors. Responsible for a \$3,980,000 annual departmental budget and over \$2,800,000 in vendor agency contracts. Directly supervise four program directors and indirectly responsible for 50 clinical and clerical staff members.
- March 1993-  
June 1993      Acting Director, Madison County Mental Health Department, Wampsville, NY.
- January 1986-  
June 1993      Program Director for the Madison County Alcohol, Drug Abuse, Prevention and Treatment Program (ADAPT), Wampsville, NY. Work closely with the Director of the Mental Health Department and the Community Services Board to plan, develop and implement a continuum of drug and alcohol services for the county residents. Responsible for a \$300,000 budget for OASAS approved programs. Supervise five clinical staff members and any internship students who are in the agency. Provide consultation services to schools, courts, law enforcement agencies and other human service organizations. Provide individual and group psychotherapy for clients with drug and alcohol problems, including MICA clients. Handle consultation and backup duties for the mental health department's twenty-four hour crisis line.
- September 1984-  
August 1985      Pre-Doctoral Internship at Hutchings Psychiatric Center, Syracuse, NY. Participated in a one year internship in geropsychology that was funded by a grant from the National Institute on Mental Health. The major rotation included training on the geriatric in-patient, out-patient, day treatment, and evaluation units. Minor clinical rotations were performed at Hutchings Psychiatric Center's Admissions and Crisis Unit (including the Crisis Clinic) and the Madison County Mental Health Department.
- September 1982-  
August 1984      Instructor of Education (faculty status), Division of Counseling and Educational Psychology, the Pennsylvania State University, University Park, PA. Coordinated and supervised undergraduate and graduate students who were completing internships in Rehabilitation Education and Rehabilitation Counseling. Assisted in teaching courses within the department and advising undergraduate student majors. Acted as the advisor to the Rehabilitation Education Organization, a student service club.

**Professional Experience (con't)**

- Summer 1984                      Group Supervision Instructor, Division of Counseling and Educational Psychology, the Pennsylvania State University, University Park, PA. Supervised graduate students in training as group facilitators. Reviewed audiotapes and videotapes as well as direct observation of the groups.
- Fall 1981-  
Summer 1982                      Clinical Practicum (supervised clinical training experience), Psychological Clinic, the Pennsylvania State University, University Park, PA. During this clinical experience, learned and practiced the following treatment modalities: participant modeling, social skills training, assertiveness training, cognitive-behavioral therapy, problem solving skills, cognitive restructuring, flooding, and psychological testing.
- Summer 1981                      Counseling Supervision Practicum, Division of Counseling and Educational Psychology, the Pennsylvania State University, University Park, PA. Supervised psychotherapy sessions of first year doctoral students and second year master's degree students.
- Fall 1980-  
Summer 1984                      Supervised Counseling Experience, College of Education Counseling Service, the Pennsylvania State University, University Park, PA. Provided therapy to a private caseload of clients. This therapy was supervised by graduate faculty members in the Counseling Psychology program.
- Fall 1980-  
Spring 1982                      Graduate Assistant, Division of Counseling and Educational Psychology, the Pennsylvania State University, University Park, PA. Taught basic counseling skills and resolution of interpersonal conflict skills (from a cognitive-behavioral perspective) to undergraduate and graduate students. Assisted in smoking cessation and anger management research projects.
- June 1976-  
August 1980                      Operations Coordinator, Centre County Area Agency on Aging, Bellefonte, PA. Responsible for planning, developing, implementing, monitoring and evaluating programs for senior citizen centers, a county-wide transportation program, and employment and volunteer opportunities for older people. Supervised a staff of fourteen full-time and part-time employees.
- Spring 1976                      Rehabilitation Counseling Internship, Centre County Area Agency on Aging, Bellefonte, PA. Provided a wide range of rehabilitation services to older people in a community based human service program.

**Professional Experience (con't)**

Summer 1975- Winter 1976	Trainer and Crisis Intervention Worker, OASIS Help-Line and Crisis Intervention Center, Grace Lutheran Church, State College, PA. Provided supportive counseling and referrals for clients with personal problems and trained new volunteers in crisis intervention skills.
May 1971- July 1974	Squadron Commander, 3404 Student Squadron, Keesler Air Force Base, Biloxi, MS. Responsible for a 400 man training squadron. Supervised a staff of ten commissioned and non-commissioned officers. Managed a \$200,000 property and equipment account.
January 1971- May 1971	Community Coordinator, Tableland Community Association, Inc. (a Community Action Agency), Somerset, PA. Worked with Head Start, Day Care, and Neighborhood Youth Corps programs. Developed and implemented a county-wide meeting for the 1971 White House Conference on Aging.

**Professional Honors**

President's Award - Co-recipient with my wife, Dr. Barbara Yonai. Presented by the Madison Cortland ARC, July, 2007.

Distinguished Contribution Award: For Continuing Contributions in the Area of Alcohol Abuse, Treatment and Prevention. Presented by the Madison County STOP-DWI Program, February, 2006.

Psychologist of the Year-2002. Presented by the Central New York Psychological Association, December, 2002.

Board of Directors Award of Appreciation. Presented by BRiDGES - Madison County Council on Alcoholism and Substance Abuse, Inc., April, 2001.

AMENDS Recognition Award. Presented by Consumer Services of Madison County, Inc., July, 1999.

Executive Director's Award. Presented by the Madison Cortland ARC, June, 1999.

**Professional Organizations**

Central New York Psychological Association

**Professional Publications**

Yonai, J. (1991). *Alcoholism in the elderly: The effects of training and attitudes on diagnostic outcomes*. Unpublished doctoral dissertation, The Pennsylvania State University, University Park, PA.

Yonai, J. (1989). The evaluation of the efficacy of a community mental health department's drug and alcohol program [Abstract]. *Proceedings of Evaluation '89, the Annual Meeting of the American Evaluation Association* (p. 63). San Francisco, CA: American Evaluation Association.

Michaelson, C., & Yonai, J. (1985). Future directions in consulting with agencies providing services to the elderly. *ETC.*, July/Aug., 1, 7-10.

Zumoff, P., Yonai, J., McNamara, K., & Horan, J. (1982). Smoking assessments: Alcohol confounds ecolyzer readings. *The Behavior Therapist*, 5, 118.

**Papers Presented**

Yonai, J. Empowering county governance board and stakeholders for the creation of a long range plan for drug and alcohol services. A paper presented at the annual meeting of the American Evaluation Association, Dallas, TX, November, 1993.

Yonai, J. Training counselors to diagnosis alcoholism in the elderly: Evaluating written vignettes as a measure of diagnostic outcomes. A paper presented at the annual meeting of the American Evaluation Association, Chicago, IL, November, 1991.

Yonai, J. The evaluation of the efficacy of a community mental health department's drug and alcohol program. A paper prepared for presentation at the annual meeting of the American Evaluation Association, San Francisco, CA, October, 1989. The annual meeting was canceled due to an earthquake.

Michaelson, C., & Yonai, J. Geropsychology 2001: Future directions in consulting with agencies providing services to the elderly. A paper presented at the Annual Convention of the New York State Psychological Association, South Fallsburg, NY, April, 1985.

**Workshops**

Yonai, J. How to tackle stress and depression before it tackles you. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, September, 2017.

Yonai, J. Caregiving 101: What Every Caregiver Knows, or Should Know. Institute for Caregivers Workshop sponsored by the Onondaga County Office for the Aging and the Alzheimer's Association, Syracuse, NY, May, 2017.



**Workshops (con't)**

Yonai, J. The Power of Groups: An Interactive Experience. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, April, 2017.

Yonai, J. History of the New York State Mental Hygiene System – especially Article 41. Presentation for Social Work 761–Mental Health Policy, David B. Falk College of Sport and Human Dynamics, Syracuse University, Syracuse, NY, August 1, 2016.

Yonai, J. How to tackle stress before it tackles you. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, April, 2016.

Yonai, J. Issues Affecting Aging and Mental Health. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, May, 2015.

Yonai, J. The Importance of Pets in Mental Health. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, May, 2014.

Yonai, J. New overview of mental hygiene services in Madison County in the era of the Affordable Care Act. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, October, 2013.

Yonai, J. The Psychology of Retirement. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, October, 2012.

Yonai, J. Developmental disabilities: Services for consumers and families in Madison County. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, October, 2007.

Yonai, J. Depression in the elderly. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, October, 2006.

Yonai, J. Overview of mental hygiene services in Madison County. Presentation sponsored by Jim Marshall Farms Foundation, Inc., Chittenango, NY, October, 2005.

Dewan, M., & Yonai, J. Mental health access. Presentation at the Regional Stakeholders Meeting, sponsored by The Commission for a Healthy Central New York, Cortland, NY, May, 2005.

Yonai, J. How to tackle stress before it tackles you. Healthy Aging Workshop, sponsored by the Madison County Public Health Department, Canastota, NY, October, 1999.

Yonai, J. Alcohol, depression and the elderly. Caregiver Workshop VI, sponsored by the Madison County Office for the Aging, Nelson, NY, March, 1995.

Yonai, J. What is Alzheimer's disease? Workshop sponsored by the Central New York Chapter of the Alzheimer's Disease and Related Disorders Association, Oneida, NY, March, 1989.

**Workshops (con't)**

- Yonai, J. Dementia in the elderly: Everything caregivers want to know about Alzheimer's disease and related disorders but have been afraid to ask. Workshop sponsored by the Cambria-Somerset Council for Education of Health Professionals, Fifth Annual Conference on Aging, Seven Springs, PA, October, 1985.
- Yonai, J. Decision-making and problem-solving with families of the elderly: There is no "free lunch" for the "sandwich generation." Workshop sponsored by the Cambria-Somerset Council for Education of Health Professionals, Fifth Annual Conference on Aging, Seven Springs, PA, October, 1985.
- Fiorot, M., Richman, C., Rosenberg, A., Yonai, J., & Wilcox, F. Mental health and the elderly: A workshop for caregivers in the field of geriatrics. Workshop sponsored by the Community Education and Training Committee, Hutchings Psychiatric Center, and the New York State Regional Office of Mental Health, Syracuse, NY, May, 1985.
- Yonai, J., & Herrick, M. Resolving interpersonal conflicts in the rehabilitation profession. Workshop presented at the Annual Conference of the Mid-Atlantic Region, National Rehabilitation Association, Baltimore, MD, May, 1984.
- Yonai, B., & Yonai, J. The social impact of learning disabilities. A workshop presented for Awareness Day, Millersville University of Pennsylvania, Millersville, PA, March, 1982. Workshop also presented at Millersville University in March, 1983.
- Yonai, B., & Yonai, J. LD youth and adult organizations: Support groups that fill in the gaps. Workshop presented at the Pennsylvania Federation of the Council for Exceptional Children, King of Prussia, PA, December, 1981. Workshop also presented at the Pennsylvania Federation of the Council for Exceptional Children, Harrisburg, PA, November, 1982.
- Yonai, J., & Tait, S. Mom's moving in with us! What are we going to do? A counseling approach. Workshop presented for the Pennsylvania State University, Milton S. Hershey Medical Center Continuing Education Program, Hershey, PA, April 1982. Workshop also presented for the Pennsylvania State University, Milton S. Hershey Medical Center Continuing Education Program, Harrisburg, PA, November, 1982.
- Yonai, B., & Yonai, J. The impact of learning disabilities on community mental health organizations. Workshop presented for the Cameron and Elk County Mental Health/Mental Retardation Agency's Children's Team, Saint Mary's, PA, July, 1982.
- Baker, S., Butcher, J., & Yonai, J. A decision-making counseling workshop. Workshop presented at the American Personnel and Guidance Association Convention, Detroit, 1982.
- Baker, S., Butcher, J., & Yonai, J. A workshop in decision-making counseling. Workshop presented at the Annual Meeting of the Pennsylvania School Counselors Association, Hershey, PA, March, 1981.

**Testimony at Public Hearings**

Testimony for the public hearing on improving mental hygiene services in New York State. "People First" Coordinated Care Listening Forum sponsored by NYS Office of Mental Health, Office of Mental Retardation and Developmental Disabilities, Office of Alcoholism and Substance Abuse, and Department of Health, Syracuse, NY, June, 2007.

Testimony for the public hearing on the proposed closing of the Richard H. Hutchings Psychiatric Center. Public hearing sponsored by the NYS Assembly Standing Committee on Mental Health, Mental Retardation and Developmental Disabilities, Syracuse, NY, March, 2003.

Testimony for the public hearing establishing statewide goals and objectives; statewide comprehensive plans for the mentally disabled. Joint public hearing sponsored by the NYS Assembly Standing Committee on Mental Health, Mental Retardation and Developmental Disabilities; and the Assembly Standing Committee on Alcoholism and Drug Abuse, Albany, NY, October, 2001.

Testimony for the public hearing on the proposed closing of the Richard H. Hutchings Psychiatric Center. Public hearing sponsored by the NYS Assembly Standing Committee on Mental Health, Mental Retardation and Developmental Disabilities, Syracuse, NY, February, 2001.

Testimony on the NYS Office of Mental Retardation and Developmental Disabilities *Five Year Comprehensive Plan: For the Period 1998-2003*. Presented at the public hearing in Syracuse, NY, December, 1997.

**Professionally Related Community Service**

Appointed to the Onondaga County Community Services Advisory Board – an advisory body that oversees the development, delivery and evaluation of mental hygiene services in Onondaga County, NY, in accordance with Article 41, NYS Mental Hygiene Law - located in Syracuse, NY. April 1, 2014 – present.

Elected to the Board of Directors of the Jim Marshall Farms Foundation, Inc. – a not-for-profit 501(c)(3) organization dedicated to helping individuals with depressive illness – located at 1978 New Boston Road, Chittenango, NY. December 6, 2013 – present.

Elected to the Board of Directors of Advocates, Inc. - a not-for-profit 501(c)(3) parent-directed organization providing services to individuals with developmental disabilities and their families - located at 300 South Manlius Street, Fayetteville, NY. September 27, 2013 – present.

Appointed Chairman of the Developmental Disabilities Committee of the NYS Conference of Local Mental Hygiene Directors, Inc. (CLMHD). In addition, to this committee also have been involved in the Behavioral Health Integration Committee (BHI) which seeks to integrate the mental hygiene activities of the CLMHD into one committee process. Both my position as

**Professionally Related Community Service (con't)**

Chairman of the DD Committee and my status as a Regional Representative give me a seat on the CLMHD Board of Directors, December, 2009 – January, 2013

Representing the Conference of Local Mental Hygiene Directors, Inc., served as a member on the OPWDD Commissioner's Advisory Council. Under the NYS Mental Hygiene Law the council shall have the duty to foster public understanding and acceptance of mental retardation and developmental disabilities. It shall, in cooperation with the commissioner of mental retardation and developmental disabilities, establish statewide goals and objectives for services for persons with mental retardation and developmental disabilities and shall advise the commissioner on matters related to development and implementation of the OPWDDs triennial state developmental disabilities comprehensive plan as required under paragraph two of subdivision (b) of section 5.07 of the Mental Hygiene Law. The advisory council shall have the power to consider any matter relating to the improvement of the state mental retardation and developmental disabilities program and shall advise the commissioner of mental retardation and developmental disabilities thereon and on any matter relating to the performance of their duties with relation to persons with mental retardation and developmental disabilities and on policies, goals, budget and operation of developmental disabilities services. December, 2009 – January, 2013. I was selected to become a member of the Steering Committee of the People First Waiver that was formed to oversee and guide the development of the new waiver and assist OPWDD and its stakeholders to define the system reforms the waiver will achieve for New York State - June, 2011 – March 2012.

Member of the Search Committee for the position of Executive Director of the Central New York Field Office of the New York State Office of Mental Health (OMH). Selected by the New York State Conference of Local Mental Hygiene Directors, Inc. to serve on the committee as a representative from county government to help select the next Executive Director for this twenty county OMH field office, March - April, 2008.

Member of the Search Committee for the position of Executive Director of the Central New York Developmental Disabilities Services Office (DDSO). Selected by the Associate Regional Commissioner of the NYS Office of Mental Retardation and Developmental Disabilities (OMRDD) to serve on the committee as a representative from county government to help select the next Executive Director for the eight-county DDSO regional office, January - March, 2008.

Central New York Directors Planning Group, Inc. This is a private-not-for profit corporation that is comprised of the Directors of Community Services (i.e., County Mental Health Commissioners/Directors) from Cayuga, Cortland, Madison, Onondaga, and Oswego Counties and the Executive Director of Hutchings Psychiatric Center. Its purpose is to coordinate services in the five-county region and to propose new initiatives that would have mutually beneficial results for consumers living in the region. Chairman, 2008 - 2013; Board member 1993 - 2013.

**Professionally Related Community Service (con't)**

New York Mental Hygiene Institute, Inc. Founding member of the Board of Directors of this not-for-profit organization that was established to conduct research; to assist, train, and share information; and to promote excellence in community mental hygiene services for adults and children. The Institute was launched to serve as a center to develop and assess policies and foster

strategic collaboration in the mental hygiene field (i.e., mental health, alcoholism and substance abuse, and mental retardation and developmental disabilities) throughout the state.

Chairman, 2008 – 2013; Board member 2000 - 2013.

Madison County's Promise-Alliance for Youth. Founding member of the Advisory Board and member of several sub-committees, 2003-2013.

New York State Conference of Local Mental Hygiene Directors. Regional Representative for a 10 county region in Central New York. Position also has a seat on the Board of Directors of the Conference. 2003 - 2013.

Madison County Priorities Council. Member and past Co-Chair (2003-2004) of this confederation of county human services and health care agencies. 2000-2013.

Madison County Youth Bureau. Member of the Youth Board, 1998-2005; appointed again and served from 2008 – 2013.

AIDS Task Force of Central New York, Inc. Member of the Board of Directors, serving as Treasurer and Co-Chairperson of the Long Range Planning Committee, 1991-1997.

Chemical Dependency Committee and Developmental Disabilities Committee of the Conference of Local Mental Hygiene Directors. Review legislation and departmental policies of the NYS Office of Alcoholism and Substance Abuse Services and the Office for People with Developmental Disabilities for their impact on local county agencies; advocate for better coordination of services between the divisions; hold dialogues with the Commissioners of OASAS and OPWDD concerning budgeting, fiscal year and contracts, 1988-2013.

Central New York Psychological Association, Inc. Program committee member, served as the chairperson for one year. Responsible for planning, arranging, advertising, and coordinating a series of workshops and other professionally related activities for psychologists and other human service workers in the central New York area, 1985-2010.

Alzheimer's Disease and Related Disorders Association, Inc., Central New York Chapter. Facilitator for the Baldwinsville Support Group and for the Initial Information Group, which provides information on Alzheimer's Disease and other dementias, 1984-1993.

Advisory Council, Centre County Area Agency on Aging. Worked with a diverse group of older people, human service providers and elected officials in setting policy for the agency and

developing the annual plan for a county program providing a continuum of services to older people, 1983-1984.

**Professionally Related Community Service (con't)**

Continuing Education Program, State College Area Schools. Board member serving with university and community participants on a special committee for coordinating Adult Basic Education programs for disabled individuals, 1981-1983.

Pennsylvania Association for Children and Adults with Learning Disabilities. Co-chairperson for youth and adult activities at the state conference. Coordinated logistics, program planning and nationally known key-note speakers, 1980-1982.

Pennsylvania Youth and Adult Organization of the Pennsylvania Association for Children and Adults with Learning Disabilities. Co-coordinator, working with LD youth and adults, professionals from university and community settings, parents and other interested parties, 1980-1983.

Centre County Youth Organization of the Centre County Association for Children and Adults with Learning Disabilities. Co-leader of organization and coordinator of activities and program with CCACLD Board and other local agencies and university groups, 1979-1984.

Centre County Council for Human Services, Inc. Board member, vice-president and president (three terms). Directed a program intended to foster cooperation and coordination of human services agencies through joint initiatives in planning, budgeting, and advocacy with elected officials, training, and communications, 1978-1984.



**2015 COMMUNITY SERVICES BOARD ATTENDANCE & LUNCH ORDER**

DATE: ~~4/10/17~~ 4/10/17

Y N

☒ ☐ Lisa Alford- Lisa Alford

☒ ☐ Barry Beck- Barry Beck

☒ ☐ Tim Bobo - Tim Bobo

☐ ☐ Mary Beth Frey \_\_\_\_\_

☒ ☐ Indu Gupta - \_\_\_\_\_

☒ ☐ Beth Hurny- Beth E Hurny

☐ ☐ Rosa Lee Jenkins- \_\_\_\_\_

☐ ☐ Sarah Merrick- Sarah Merrick

☒ ☐ Liz Nolan- Liz Nolan

☒ ☐ Jennifer Redmond - Jennifer Redmond

☒ ☐ Patricia Reyna - Patricia Reyna

☒ ☐ Mat Roosa - Mat Roosa

☐ ☐ Stephen Russell - excused

☒ ☐ Monika Taylor - Monika Taylor

Community Services Board

Attendance Roster for 10/16/17

Lisa Alford

*Lisa Alford*

Barry Beck

*Barry Beck*

Tim Bobo

*Tim Bobo*

Mary Beth Frey

Indu Gupta

*Indu Gupta*

Beth Hurny

*Beth E Hurny*

Rosa Lee Jenkins

Sarah Merrick

*Sarah Merrick*

Liz Nolan

*excused*

Jennifer Redmond

*excused*

Patricia Reyna

*Patricia Reyna*

Mat Roosa

*Mat Roosa*

Monika Taylor

*Monika Taylor*

Karen Virginia

Sara Wall Bollinger

*Sara Wall Bollinger*

James Yonai

*James Yonai*

Tania S. Anderson

Diane Nappa

Juhanna Rogers

*Juhanna Rogers*

*Jann  
Barndt*

Community Services Board

Attendance Roster for 12-11-17

Lisa Alford

Barry Beck

Tim Bobo

Mary Beth Frey

Indu Gupta

Beth Hurny

Rosa Lee Jenkins

Sarah Merrick

Liz Nolan

Jennifer Redmond

Patricia Reyna

Mat Roosa

Monika Taylor

Karen Virginia

Sara Wall Bollinger

James Yonai

Tania S. Anderson

Diane Nappa

Juhanna Rogers

Barry Beck

Tim Bobo

MARY BETH FREY

Indu Gupta

Beth Hurny

Sarah Merrick

Jennifer Redmond

Patricia Reyna

Mat Roosa

Monika Taylor

Karen Virginia

Sara Wall Bollinger

James Yonai

Tania S. Anderson

Diane Nappa

Juhanna Rogers

**Guest**

Alex Gant

**Guest**

\_\_\_\_\_

CSB Meeting Attendance and Lunch Order

Date: 3/5/18

- ✓ Lisa Alford- Lisa Alford
- ✓ Barry Beck- B. Beck
- ✓ Tim Bobo- Tim Bobo
- ✓ Mary Beth Frey- MBF
- Indu Gupta- excused
- ✓ Beth Hurney- Beth Hurney
- Rosa Lee Jenkins-
- Sarah Merrick- excused
- ✓ Liz Nolan- Liz Nolan
- Jennifer Redmond- Jennifer Redmond
- ✓ Patricia Reyna- Patricia Reyna
- ✓ Mat Roosa- Mat Roosa
- Monika Taylor- Monika Taylor
- Karen Virginia-
- ✓ Sara Wall- Bollinger- Sara Wall- Bollinger
- James Yonai-
- ✓ Tania Anderson - Tania Anderson
- ✓ Diane Nappa - Diane Nappa
- Juhanna Rogers- excused
- ✓ Jen Parmalee- Jen Parmalee



# *Onondaga County Legislature*

**J. Ryan McMahon, II**

Chairman

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

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

March 27, 2018

TO: Chris Ryan, Chairman  
Public Safety Committee Members

FROM: J. Ryan McMahon, II, Chairman

RE: Reappointment and Appointments to Onondaga County Justice Center Oversight Committee

A handwritten signature in black ink, appearing to read "J. McMahon", is written over the "FROM:" line of the letter.

Submitted for your consideration are the reappointment of Mr. Carlton Strail and the appointments of Ms. Cassandra Jones Ingram and Mr. Nicholas Paro to the Onondaga County Justice Center Oversight Committee. Ms. Ingram and Mr. Paro are filling vacancies due to the resignation of Arthur Barksdale, Jr. and JoAnne Bakeman.

Their resumes are attached for your review. The following reappointment and appointments require confirmation by the full Legislature at the May 1, 2018 Session.

REAPPOINTMENT:

Carlton Strail  
411 Cayuga Street  
Syracuse, New York 13204

TERM EXPIRES:

December 31, 2020

APPOINTMENT:

Cassandra Jones Ingram  
156 Hancock Drive  
Syracuse, New York 13207

December 31, 2020

Nicholas Paro  
7799 Bainbridge Drive  
Liverpool, New York 13090

December 31, 2019

cc: All Legislators  
Deborah Maturo, Clerk, Onondaga County Legislature

18 MAR 29 PM 2:29  
ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED



**Carlton B. Strail**

Carlton Strail is a long time Deaf Community advocate in Onondaga County. He is retired from Chappell and Sons/Bon Ton Department Store after 45 years' service in a receiving and shipping supervisor capacity. He has been involved with local, state and national organizations of, by and for people who are Deaf. He Served on NYS Temporary Commission for the Deaf and Hard of Hearing. He was appointed to serve on the newly established Justice Center Oversight Committee by the Onondaga County Legislature. He is involved with the Inclusive Emergency Planning Task Force in Onondaga County, which strives to address the needs of people with disabilities in emergency situations. He also serves on the annual Americans with Disabilities Act Celebration Committee. Under the previous Onondaga County Sheriff he participated in an 18 session Citizen's Academy in which he learned about patrol, civil and custody functions of the Sheriff's Office. Carlton has received honors from Aurora of CNY, Onondaga County Human Rights Commission and other organizations. He has lived in the famous Tipperary Hill area for over 25 years with a son and granddaughter.

Mr. Strail was appointed to the original Onondaga County Justice Center Committee Board when it was first convened in 2016.

**Cassandra Jones Ingram**

156 Hancock Dr.

SYRACUSE, NY 13207

315-422-8427

[cingram5@hotmail.com](mailto:c Ingram5@hotmail.com)

**Education**

Nottingham High School, June 1975

Syracuse, NY

Leponto's School of Cosmetology 1977-1978

Syracuse, NY

**PROFESSIONAL EXPERIENCE**

**SOLE PROPRIETOR OF ENGEDI FRAGRANCE AND DESIGN**

Syracuse, NY

- Creator of Fragrances and Body Butters
- Retailer of Designer Fragrances and Vintage Costume Jewelry
- Retailer and Designer of Crocheted Clothing
- Vendor of various events
- Nov 2016 -Dec 2017 Retail Business at Shoppingtown Mall

Dewitt, NY

**SYRACUSE HOUSING AUTHORITY**

Syracuse, NY

- 2003-2004- Security
- 2005-2012- Worked at Toomey Abbott Towers Front Desk

**SYRACUSE POLICE DEPARTMENT**

Syracuse, NY

- Police Officer- 1981-2001
- **Patrol Division**
- Road Patrol
- Eastside Community Storefront,
- **Community Relations Division**
- Officer Friendly in 18 Public and Parochial Schools, D.A.R.E.-Drug Abuse Resistance Education Instructor
- **Criminal Investigation Division**-Missing Persons
- **Records Division**-Accident Records
- Community Service Officer- CSO 1980-1981

**MERELEE'S MAGIC MIRRORS HAIR SALON**

- 1978-1980 Cosmetologist/Hair Stylist

**UPSTATE HOSPITAL**

- 1974-1976 Dietary

**SEARS AND ROBUCK,**

Fayetteville, NY

- 1972-1974 Cafeteria



### **ACTIVITIES/PROGRAMS**

- **Empire Missionary Baptist Association**, Young Peoples Department 1984-1996
- 2nd Vice President
- 1 Vice President
- Assistant Director  
**CAMP 415**, 1998-2014

### **AWARDS**

- Spirit of American Women, Girl Inc. Jan 1995
- Marjorie Dowdell Fortitude, Delta Sigma Theta, May 2004
- Pat Washington, The Civil Rights Committee, MAY 2004
- Community Service, ZETA PHI BETA, March 2004
- Community Service, F.O.C.U.S 2001
- Community Service, CAMP 415 2001
- Professional Service, Syracuse Police Department 2001

### **SKILLS**

- Public speaking
- Microsoft Word
- Quicken software

### **REFERENCES**

- Upon Request

## **Nicholas R. Paro**

7799 Bainbridge Dr. Liverpool, New York 13090  
(315) 741-0721 • [nicholas.r.paro@gmail.com](mailto:nicholas.r.paro@gmail.com)

### **EDUCATION**

**Syracuse University**, Syracuse, New York

*B.A. Political Science*, May 2016

**Onondaga Community College**, Syracuse, New York

*A.A. Liberal Arts*, May 2014

- Cum Laude

### **PUBLIC ADMINISTRATION/GOVERNMENT EXPERIENCE**

**Together Now, Inc.**, Syracuse, New York

*Founder/Executive Director*, December 2016 – present

- Established an organization that creates and/or facilitates programs providing young people with exposure to professional development skills in a wide variety of career and study paths. This is being done through classroom-type instruction; internships and externships with local businesses; visits to a variety of work sites; and small group meetings with individuals currently working for companies or for themselves in entrepreneurship settings.
- Successfully established the Emerging Leader's Summer Internship Program. Over the course of six weeks, students aged between 16-18 years intern at different organization and attended an Emerging Leader's Workshop (one workshop per week.) The focus of the workshops change week to week, but all carry the general theme of developing personal and professional skills rooted in the spirit of entrepreneurialism.

**Onondaga County Legislature**, Onondaga County, New York

*Legislative Aide*, September 2016 – present

- Staff committee meeting and provide research, materials, and insights on resolutions, local laws, or policy.
- Schedule and/or take meetings for the Chairman.
- Facilitate the workload of the Chairman.

**New York State Assembly**, Albany, New York

*Legislative Session Intern, (Legislative Aide)* January 4<sup>th</sup> 2016 – May 11<sup>th</sup> 2016

- Responsible for and coordinated all of Deputy Minority Leader Assemblyman William Barclay's legislation.
- Assisted during Session and Committee meetings, performed in a "Mock Session", and wrote a policy analysis.

**Bill of Rights Institute**, Arlington, Virginia

*Communications and Development Intern*, June 1<sup>st</sup> – August 14<sup>th</sup>

- Participated in the social media strategy using social media to convey BRI's message.
- Co-created the "We the Students" scholarship contest and presented a video-marketing strategy to be utilized by BRI.

**Charles Koch Institute**, Arlington, Virginia

*Koch Internship Program*, June 1<sup>st</sup> 2015 – August 14<sup>th</sup> 2015

- Studied Market-Based Management

### **MANAGEMENT EXPERIENCE**

**Vernon Sales and Rentals**, Pittsburgh, Pennsylvania

*Manager*, April 2012 - July 2012

- Constructed and pioneered a new privately owned "rent-to-own" business in the Pittsburgh area.

### **EXTRACURRICULAR**

**St. Thomas More Foundation (Syracuse University Catholic Center)**

*Board of Director's*, March, 2017 – January, 2017

**Leadership Greater Syracuse**

*Political Leadership Institute*, February, 2017 - April, 2017

**The Gifford Foundation**

*Nourishing Tomorrow's Leaders*, April, 2017 - May, 2017

**Institute of Humane Studies Seminar**

*Exploring Liberty: An Introduction to Freedom*, July, 2015



# *Onondaga County Legislature*

**J. Ryan McMahon, II**

Chairman

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

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

March 29, 2018

TO: John McBride, Chairman  
Planning & Economic Development Committee Members

FROM: J. Ryan McMahon, II, Chairman

RE: Reappointment and Appointment to Board of Directors of the Onondaga County  
Civic Development Corporation

Submitted for your consideration is the reappointment of Mr. Michael LaFlair and the appointment of Mr. James W. Jordan to the Board of Directors of the Onondaga County Civic Development Corporation. Mr. Jordan's appointment will fill a vacancy on the board due to the resignation of Mr. Ravi Raman.

Their resumes are attached for your review. These appointments require confirmation by the full Legislature at the May 1, 2018 Session.

REAPPOINTMENT:

Michael LaFlair  
221 Horan Road  
Solvay, New York 13209

TERM EXPIRES:

10/6/20

APPOINTMENT:

James W. Jordan  
7638 Haylage Circle  
Baldwinsville, New York 13027

10/6/18

JRM/ss

cc: All Legislators  
Deborah Maturo, Clerk – Onondaga County Legislature

ONONDAGA COUNTY  
LEGISLATURE  
18 MAR 29 PM 2:29

# Michael W. La Flair

• 221 Horan Road, Solvay, New York 13209 •  
• (315)488-5349(h) • (315)706-8803(c) • [mwlaflair@aol.com](mailto:mwlaflair@aol.com) •

## EDUCATION:

12/2008 Masters in Business Administration (MBA)  
Le Moyne College – Syracuse, N.Y.

08/2005 B. S. Business Administration/Concentration in Leadership  
Le Moyne College - Syracuse, N.Y. (Deans List)  
Delta Mu Delta – National Honor Society for Business Administration  
Omicron Delta Epsilon – International Honor Society for Economics

## EXPERIENCE:

**2013 – Present**

Northeast Hawley Development Association, Inc. – Syracuse, New York

### Executive Director

Responsible for affordable housing programs in the northeast sector of Syracuse, including purchasing, development, construction, home ownership counseling, marketing and community organizing and building; administer all applicable local, state and foundation grant programs; collaborate with local agencies in matters related to joint issues/programs; prepare yearly budgets and all applicable reports; oversight of all staff and staffing related issues.

**2011 - 2013**

Onondaga County – Syracuse, New York

### Board of Elections – Elections Technician

As an Elections Technician my duties include registering, maintaining and updating the status of eligible voters. I also verify the accuracy of election results in compliance with NYS & Federal Voting Laws; Maintain systems to monitor, analyze and present information on trends in demographics, registration, elections and legislation related to voting

### Comptroller's Office – Special Assistant to the Comptroller

As part of the Consolidation, Shared Services and Integration tax force, I assisted local government officials in managing resources efficiently and effectively and help provide accountability for tax dollars spent to support government operations. I supervised fellow employees and project partners in auditing financial reports/statements, edit reports/studies, and review contractual and financial relationships among municipalities, quasi-government entities and not-for-profits. I also assisted and participated with these same groups in the preparation of Grant applications and public presentations.

### Administrative Intern – Metropolitan Water Board

I performed duties that were normally overseen by the Fiscal Officer; assisting in planning & directing financial & accounting activities, providing accurate & timely information on fiscal, forecasting, budgetary and all other financial reports fully reconciled with the Comptroller's Office, the Executive Director and BOD including a \$9 mil. Operating Budget and Capital Projects exceeding \$34 mil. Recording and analyzing of all departmental A/R and A/P. I Reestablished internal processes for inventory, purchasing & budgetary accounting with programs utilized through QuickBooks.

**2008 - 2010**

Housing Visions Unlimited – Syracuse, New York

### Development Project Manager

Responsible for applying and securing funding through federal, state and local agencies, as well as private banks to develop quality affordable housing projects ranging from \$7 million to \$12 million. Coordinated and interacted with project partners including other key Housing Visions staff, state and local government officials, architects, general contractor, financial institutions and investing members; developed and strengthened partnerships with local communities to solidify collaborative relationships to ensure success

of multi-million dollar capital projects. I Supervised and managed project partners to meet construction timeline, budget parameters and compliance with government regulations and investor requirements. Primary lead on projects totaling \$29.7 mil. yielding 108 rental units & an office bldg./garage, as well as secondary lead on projects totaling \$50 mil. yielding 232 rental units.

**2006 - 2008**

The Bank of New York Mellon – East Syracuse, New York

**Senior Investment Manager Liaison/Assistant Team Leader - PIMCO Team**

Originally hired to work with domestic clients, I was promoted to a team dedicated to a single client – PIMCO. Responsible for Global portfolios; executing foreign exchanges, lines of credit and income collection, securities lending and corporate actions. Daily monitoring of STIF investments, overdrafts, sale-fails and credit exceptions, timely and accurate settlements of stocks, bonds, currencies, credit default Swaps, futures and option transactions. Answer all customer inquiries and maintain all records. A member of the initial team that was instrumental in the migration of the Investment Support Services Group to Syracuse.

**2005 - 2006**

Fresno's Southwest Restaurant & Bar – N. Syracuse, New York

**General Manager**

Responsible for the managing of a \$2 million/63 employee restaurant including the development and growth of people, sales and profits. Managed the restaurant in accordance with established company standards, policies and procedures. Optimized profits by controlling food, beverage and labor cost by an average decrease of 2.3%. Increased sales by 8.7% through ensuring guest satisfaction and prompt problem resolution. Staffed, trained and developed restaurant managers and hourly employees through orientations, ongoing feedback, establishment of performance expectations and by conducting performance reviews.

**1997 - 2005**

United Steelworkers of America #1277 – Syracuse, New York

**Recording Secretary/Unit Grievance Representative**

Elected to the Executive Board in May 2000 and May 2003, representing the 500+ employees at Crucible. Responsible for leading and recording of all regular, executive and budgetary meetings. Served as healthcare, benefits and pension co-chairman; a member of the committee that successfully negotiated a 4-year contract worth approximately \$33 million per year. Met with State & Federal legislative representatives on issues affecting the steel industry. Proficient in MS Word, Excel, PowerPoint and MS Access. Implemented these systems to bring the organization into the 21<sup>st</sup> century by organizing databases for all aspects of the local union. Astute in conflict resolution as demonstrated through the successful completions of arbitration and grievance procedures.

**COMMUNITY SERVICE:**

**06/2012-Present** NYS Licensed Notary Public – Onondaga County

**01/2012-Present** Town of Camillus – Elected to the Camillus Town Board representing the 24,000+ residents; oversight and development of a \$15 million budget. I am currently the Chairman of the Personnel Committee, serve on the Finance Committee, and assist and consult on grant funding opportunities.

**10/2010-Present** Onondaga County Republican Committee - Treasurer

**01/2010-Present** FOCUS Greater Syracuse – Board of Directors

**05/2009-Present** Downtown Committee Syracuse – Downtown Living Tour Volunteer

**05/2009-09/2011** Syracuse 20/20 – Government Modernization Committee

**01/2009-12/2011** Town of Camillus – Board of Zoning Appeals

**10/2004-Present** 40 Below – Member of the Re-Adaptive/Re-Use & Marketing Comm.

- Low Income Housing Tax Credit Compliance Program (Site Management)
- Continuing Education – Over 51 hrs. in Grant Funding, Building Science, Energy Efficiency, Urban Planning and Tax Credits.
- MDA of Syracuse & CNY LandBank/National Vacant Properties Campaign
- NYSDOT/SMTC I-81 Challenge Panel & Community Resource Committee
- Presenter 03/2009 40 Below Career Fair “Creating a Niche”





**James W. Jordan**

**Mr. James W. Jordan, Lincoln University Class of 1988, was born and raised in the NW section of Washington, DC. After school, Mr. Jordan settled in Syracuse, New York and in 1991 formed a multi faceted service and construction management corporation (Omega QSE, Inc.). Since the inception of the corporation, Omega grew from a 2-man operation to a 1,500 employee, multi-million dollar business servicing the entire eastern seaboard. Mr. Jordan owned and oversaw Omega for 21 years before getting an offer he could not refuse and sold the corporation in 2012.**

**Prior to and during Mr. Jordan's establishment of his business enterprises, he had been intimately involved with several major construction, facilities management and maintenance projects. The projects included but were not limited to:**

- **\$180,000,000.00 Syracuse City School Renovation Project**
- **\$60,000,000.00 Hancock International Airport Expansion**
- **\$35,000,000.00 University Hospital – Vision 2010 Project**
- **\$15,750,000.00 Westover Air Force Base - Change of Occupancy & Grounds Multi Year Maintenance Contract**
- **\$4,500,000.00 Renovation of Military Family Housing**
- **\$4,275,890.00 Construction of a Training Command Complex**

**Mr. Jordan has served on several boards to include but not limited to:**

- **The Lake Front Development Corporation**
- **Metropolitan Development Association**
- **The Community Foundation**
- **National Federation of Independent Business**
- **Professional Housing Management Association**
- **Onondaga County Convention Center**
- **Omega Psi Phi Credit Union**

**Everyone who knows Mr. Jordan knows his love for his alma mater. In 2007 Mr. Jordan established an endowment at Lincoln University that provides scholarship opportunities to young men trying to enhance their educational dreams.**

**Mr. Jordan has been honored by Continental Who's Who as their 2011 Pinnacle Professional of the Year, Lincoln University, as the 2009 distinguished alumni of the year and 2008 President's Award; The Small Business Administration's Business Man of the Year; 40 under 40, Black Enterprise and several other organizations.**

**Mr. Jordan is married to his wife, Helena and they have four children, Andre, Erica, Gabrielle and James II.**

April 3, 2018

030

Motion Made By Mrs. Tassone

RESOLUTION NO. \_\_\_\_\_

AUTHORIZING EXECUTION OF AGREEMENTS FOR GAINING ACCESS AND USE OF  
PROPERTY OWNED BY NEW YORK STATE LOCATED ALONG THE WESTERN SHORE OF  
ONONDAGA LAKE

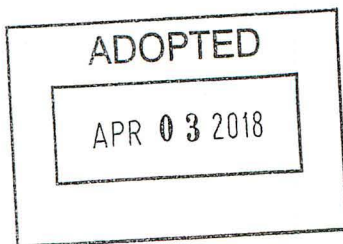
WHEREAS, the Onondaga Lake Canalways Trail Phase I Project, PIN 3950.49, will involve construction of a trail system, a project known also as Loop the Lake; and

WHEREAS, New York State is the owner of property located along the western shoreline of Onondaga Lake, between county-owned property and the property boundary of Honeywell International Inc. near the County's Westside Pumping Station, a portion of which is to be used for this trail project, and it is necessary to presently obtain a Use and Occupancy Permit to allow the work to advance and, upon the completion of the project, to accept a permanent easement at no cost to the County, where such access is necessary for performing ongoing maintenance and facilitating use of the trail; and

WHEREAS, a map showing the property is on file with the Clerk; now, therefore be it

RESOLVED, that the County Executive is further authorized to execute agreements and such other documents with New York State as may reasonably be needed to use and occupy the subject property and to accept permanent easements from New York State on its property involved in the trail project for the consideration of one dollar, payment waived.

Canalways Trail Extension - access  
KMB  
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

3rd DAY OF April, 20 18.

*Deborah A. Maturo*

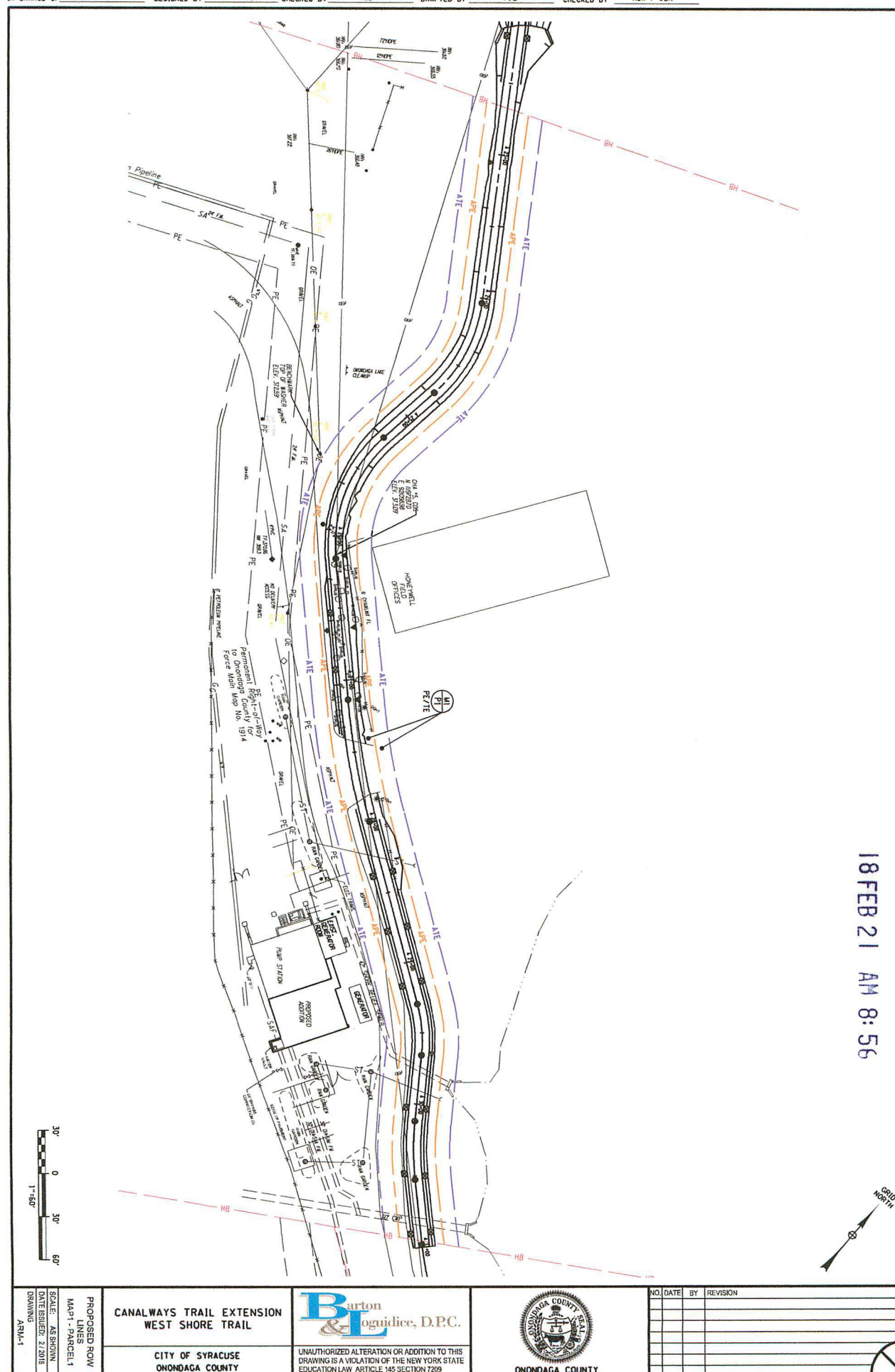
CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 FEB 16 AM 11:06

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE



IN CHARGE OF APD / JPD DESIGNED BY ASK / JBN CHECKED BY MCB DRAFTED BY PJZ CHECKED BY ASK / JBN





/				APRIL 3, 2018 SESSION
LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				
17. ERVIN				
4. TASSONE				
5. CODY				
6. PLOCHOCKI				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. ROWLEY				
3. BURTIS				
15. MCMAHON				
TOTAL	16	0	1	

April 3, 2018

031

Motion Made By Mrs. Tassone

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2018 COUNTY BUDGET TO FUND IN THE FIRST INSTANCE 100 PERCENT OF THE FEDERAL AID ELIGIBLE COSTS AT A MAXIMUM AMOUNT OF \$1,512,000 FOR THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASES OF THE ONONDAGA LAKE CANALWAYS TRAIL PHASE I PROJECT, PIN 3950.49, AND AUTHORIZING EXECUTION OF AGREEMENTS

WHEREAS, a project for the Onondaga Lake Canalways Trail Phase I Project, PIN 3950.49, funded for in Title 23 US Code, as amended, calls for the apportionment of the costs of such project to be allocated at the ratio of 80 percent federal funds (\$1,512,000) and 20 percent non-federal funds (\$378,000) for a total project cost of \$1,890,000; and

WHEREAS, the State of New York requires Onondaga County to commit to contributing up to 100 percent of the non-federal share of the Construction and Construction Inspection phases of this project, and to pay in the first instance the total federal share of the cost of the Construction and Construction Inspection phases, filing afterwards for reimbursement of eligible costs; and

WHEREAS, appropriations are available in previously appropriated DOT capital funds to cover the non-federal share of the project costs (\$378,000); and

WHEREAS, the County of Onondaga desires to advance the project and to pay in the first instance the federal share of the costs (\$1,512,000) for the above project, in addition to the non-federal share of the project costs (\$378,000), filing afterwards for reimbursement of eligible costs; now, therefore be it

RESOLVED, that the County Legislature hereby approves the project, agrees to participate in the project, agrees to pay up to 100 percent of the non-federal share of the project and agrees to pay in the first instance 100 percent of the total federal share of the project; and, be it further

RESOLVED, that the County Executive is hereby authorized to execute agreements and such other documents as may reasonably be needed to implement the intent of this resolution, providing for County participation in the cost of the local share of the project, up to \$378,000, and to pay in the first instance the federal share of the costs, up to \$1,512,000; and, be it further

RESOLVED, that the 2018 County Budget Capital Project Fund 40021 be amended as follows:

REVENUES:

In Admin. Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535188

Onondaga Lake Canalways Trail, Phase 3 – Construction

In Acct. 590014

Federal Aid Highway Capital Projects

\$1,512,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535188

Onondaga Lake Canalways Trail, Phase 3 – Construction

\$1,512,000

Canalways Trail Extension - construction

MEV/ccr

KMB

dak

ADOPTED

APR 03 2018

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

3rd DAY OF April, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 FEB 16 AM 11:06

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

2

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				
17. ERVIN				
4. TASSONE				
5. CODY				
6. PLOCHOCKI				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. ROWLEY				
3. BURTIS				
15. MCMAHON				
<b>TOTAL</b>	16	0	1	

April 3, 2018

*Waiver*

*2a.*

032

Motion Made By Mr. Plochocki

RESOLUTION NO. \_\_\_\_\_

AUTHORIZING THE REMOVAL OF A PORTION OF LYONS ROAD EXTENSION IN THE TOWN  
OF CAMILLUS FROM THE COUNTY ROAD SYSTEM PURSUANT TO SECTION 115-b OF THE  
HIGHWAY LAW

WHEREAS, a portion of a County Road known as the Lyons Road Extension located in the Town of Camillus has been closed for more than ten (10) years; and

WHEREAS, the Town of Camillus has agreed to the abandonment of a portion of the Lyons Road Extension from the County of Onondaga to the Town of Camillus; and

WHEREAS, the Onondaga County Commissioner of Transportation has recommended abandonment of same pursuant to New York Highway Law Section 115-b; and

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

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

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

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

RESOLVED, that the following portion of the Lyons Road Extension is hereby removed from the County road system and transferred to the Town of Camillus:

A PORTION of the right of way of Lyons Road C.R. 225 ("B" Line) known as Lyons Road Extension located between the Main Line of Lyons Road C.R.225 and Howlett Hill Road C.R. 40 being more particularly described as follows: Beginning at a point in the center of Lyons Road Extension C.R. 225 ("B" line) that is 300 feet northerly of the center of Howlett Hill Road C.R. 40 as measured along the center of Lyons Road Extension ("B" line): thence northwesterly along the center of Lyons Road Extension ("B" Line) a distance of 1356 feet, more or less, to its intersection with the southerly right of way line of the main line of Lyons Road C.R. 225 said point being 25 feet more or less, southerly of the center of the main line of Lyons Road C.R. 225; and, be it further

RESOLVED, that the Clerk on behalf of this Legislature be and hereby is ordered to give written notice to the Town of Camillus Clerk and Supervisor pursuant to Highway Law Section 115-c, that the reversion of a portion of Lyons Road Extension to the Town of Camillus will be effective thirty (30) days after said notice.

2018-04-03 Res-Lyons Road Ext Removal  
MM  
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

3<sup>rd</sup> DAY OF April, 2018.

*Deborah A. Matuso*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 APR - 3 AM 11:53

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LEGISLATURE

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

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 18 APR -3 AM 10:32

**Instructions for Completing**

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

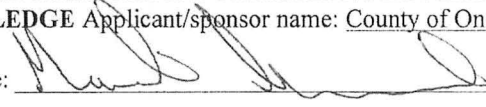
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>							
County of Onondaga							
Name of Action or Project: Lyons Road Extension CR# 225 abandonment to the Town of Camillus. Lyons Rd Extension runs from Lyons Rd to Howlett Hill Rd, it is 1356+/- feet long.							
Project Location (describe, and attach a location map): Lyons Rd Extension is in the Town of Camillus, running from Lyons Rd to Howlett Hill Rd. Onondaga County, NY							
Brief Description of Proposed Action: Lyons Road Extension C.R. 225, Town of Camillus. The road section is 1356+/- feet long. Lyons Rd Ext connects Lyons Rd to Howlett Hill Rd. The road has been closed since ~2002 except for 300ft from Howlett Hill Rd. The 300ft section has two residents and is currently maintain by the County. The Town of Camillus has asked the County to abandon the closed section of the road to the Town. (See attached map)							
Name of Applicant or Sponsor: County of Onondaga		Telephone: 315-435-3176					
		E-Mail: markschaub@ongov.net					
Address: John H. Mulroy Civic Center, 421 Montgomery Street,							
City/PO: Syracuse		State: New York	Zip Code: 13202				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> </table>	NO	YES	X	
NO	YES						
X							
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: County of Onondaga			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	NO	YES		X
NO	YES						
	X						
3.a. Total acreage of the site of the proposed action? <u>1.5</u> +/- acres b. Total acreage to be physically disturbed? <u>0.0</u> acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>0.0</u> acres							
4. Check all land uses that occur on, adjoining and near the proposed action. Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> X Residential (suburban) <input checked="" type="checkbox"/> X Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Parkland <input type="checkbox"/> Other (specify): <u>Closed road</u>							



5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
		X	
		X	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
		X	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	X		
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	X		
	X		
	X		
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing potable water: _____	NO	YES	
	X		
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____	NO	YES	
	X		
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	X		
		X	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	X		
	X		
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline X Forest Agricultural/grasslands X Early mid-successional Wetland Urban Suburban X Rural			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	X		
16. Is the project site located in the 100 year flood plain?	NO	YES	
	X		
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	X		
	X		



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO X	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO X	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO X	YES
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>County of Onondaga</u> Date: <u>03/28/2018</u> Signature: <u></u>		

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	X	
2. Will the proposed action result in a change in the use or intensity of use of land?	X	
3. Will the proposed action impair the character or quality of the existing community?	X	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	X	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	X	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	X	
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	X X	

	No, or small impact may occur	Moderate to large impact may occur

8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	X	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	X	
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	X	
11. Will the proposed action create a hazard to environmental resources or human health?	X	

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

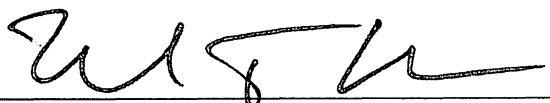
X Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency: County of Onondaga


Date: 03/28/2018

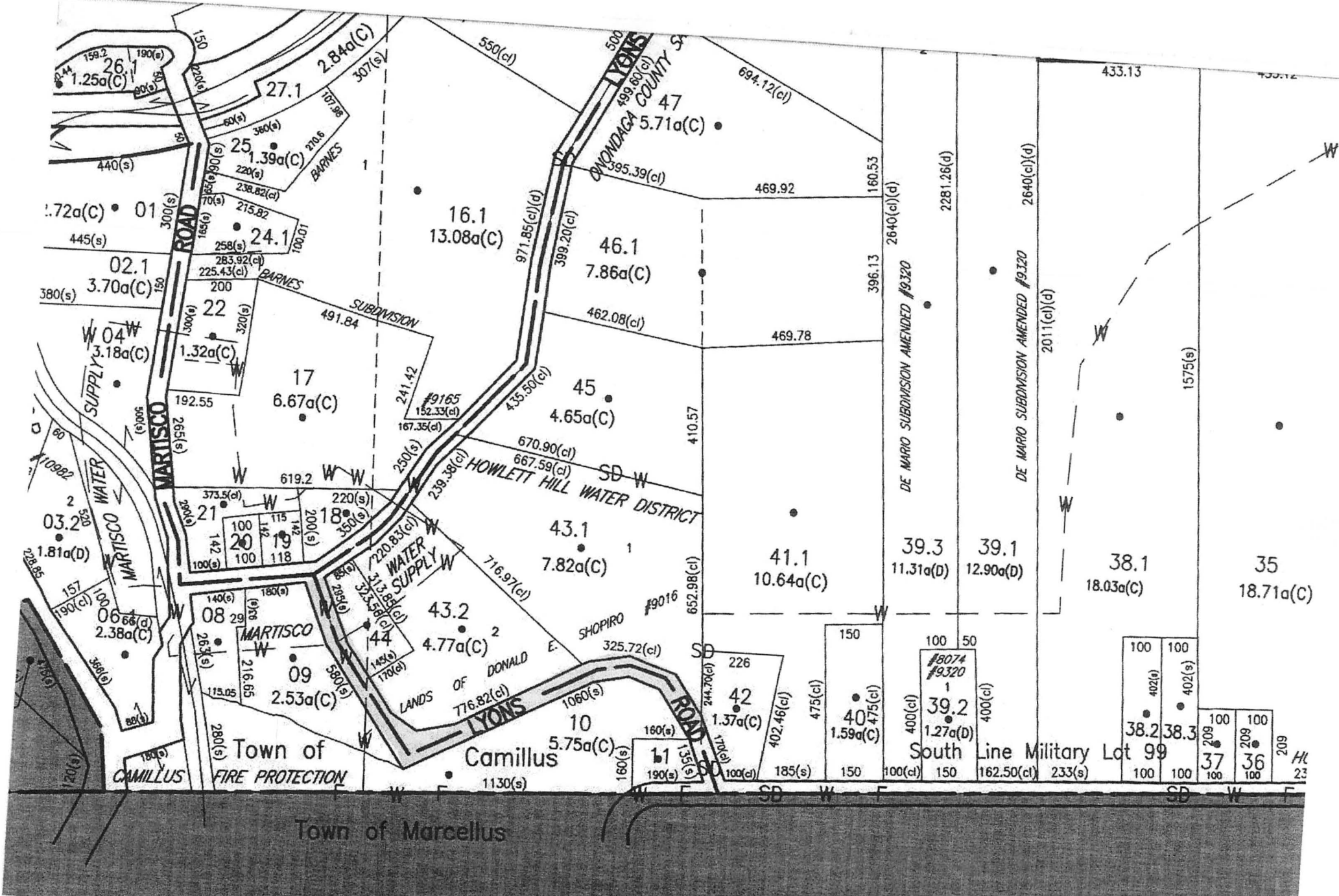
Print or Type Name of Responsible Officer in Lead Agency: Martin E. Voss – as a representative of the County

Title of Responsible Officer: Commissioner

Signature of Responsible Officer in Lead Agency: 

Name of Preparer (if different from Responsible Officer): Mark Schaub

Signature of Preparer (if different from Responsible Officer): 



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ONONDAGA COUNTY  
LEGISLATURE  
18 APR - 3 AM 10:32

2a.

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				Sponsor requested a waiver. No objection; waiver allowed.
17. ERVIN				
4. TASSONE				
5. CODY				
6. PLOCHOCKI				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. ROWLEY				
3. BURTIS				
15. MCMAHON				
<b>TOTAL</b>	16	0	1	



3,

April 3, 2018

033

Motion Made By Mr. McMahon

RESOLUTION NO. \_\_\_\_\_

AUTHORIZING EMAIL DELIVERY OF LOCAL LAWS TO MEMBERS OF THE ONONDAGA  
COUNTY LEGISLATURE

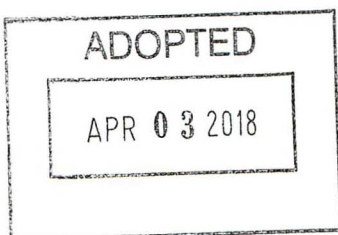
WHEREAS, pursuant to Subdivision 4 of Section 20 of New York's Municipal Home Rule Law, county legislatures may elect to receive a proposed local law by means of email delivery instead of placing the local law on the desks of the legislators; and

WHEREAS, this Legislature finds that authorizing email delivery will expedite delivery and review of proposed local laws; now, therefore be it

RESOLVED, that pursuant to Subdivision 4 of Section 20 of Municipal Home Rule Law, the Onondaga County Legislature hereby authorizes the email delivery of proposed local laws, which shall be emailed to the email in-box of each legislator in Portable Document Format (PDF) at least ten calendar days, exclusive of Sunday, prior to its final passage; and, be it further

RESOLVED, that prior to using email to deliver proposed local laws pursuant to this resolution, the Clerk of the Onondaga County Legislature shall publish the e-mail addresses of each of the members of the Legislature on the internet website of the Onondaga County Legislature, and the Onondaga County Clerk and the Clerk of the Onondaga County Legislature shall post the email address of each legislative member on the bulletin board of the Office of the County Clerk, located at 401 Montgomery Street, Room 200, and the Onondaga County Legislature, located at 401 Montgomery Street, Room 407, in Syracuse, New York.

Email Authorization for LL  
ALM  
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  
3<sup>rd</sup> DAY OF April, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 FEB 26 PM 3:28

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

3

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				
17. ERVIN				
4. TASSONE				
5. CODY				
6. PLOCHOCKI				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. ROWLEY				
3. BURTIS				
15. MCMAHON				
<b>TOTAL</b>	16	0	1	

41

April 3, 2018

034

Motion Made By Mr. McMahon

RESOLUTION NO. \_\_\_\_\_

CHANGING THE DATE OF THE NOVEMBER 2018 LEGISLATIVE SESSION

WHEREAS, Rule 1 of the Rules of the Onondaga County Legislature provides that the date of a regular session may be changed by a motion duly passed by a majority of the whole number of the County Legislature, and it is the desire of this Legislature to change the date of the regular session occurring in November 2018; now, therefore be it

RESOLVED, that this Legislature hereby changes the date of the November 2018 regular session from Tuesday, November 6, 2018 to Wednesday, November 7, 2018, at 1:00 p.m.

Change Session - Nov. 2018  
ALM  
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

3rd DAY OF April, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 FEB 26 PM 2:39

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

4

APRIL 3, 2018  
SESSION

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



5.

April 3, 2018

035

Motion Made By Mr. McMahon

RESOLUTION NO. \_\_\_\_\_

2017 TRANSFER RESOLUTION

RESOLVED, that the following transfers be made:

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
Admin Unit 2365200000	Admin Unit 1300000000	
County General Undist Pers Exp	County Comptroller	
Speed Type 140384	Speed Type 102012	
Acct. 644180	Acct. 641010	
Provision for Salary and Wages	Regular Employee Salaries	\$136,867

2017 Comptroller Transfer (1).docx  
KMB  
dlm



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

3<sup>rd</sup> DAY OF April, 2018

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 MAR 20 AM 7:37

ONONDAGA COUNTY  
LEGISLATURE

5

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				
17. ERVIN				
4. TASSONE				
5. CODY				
6. PLOCHOCKI				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST		✓		
11. McBRIDE				
13. BUSH				
14. JORDAN			✓	
16. WILLIAMS				
1. MAY				
2. ROWLEY		✓		
3. BURTIS				
15. MCMAHON				
<b>TOTAL</b>	14	2	1	

April 3, 2018

Motion Made By Mr. McMahon

RESOLUTION NO. 036

APPROVING USE OF THE LAKEVIEW AMPHITHEATER WITHIN A NAME-IN-TITLE  
SPONSORSHIP PROGRAM

WHEREAS, the Lakeview Amphitheater generates revenue from sponsorship programs, with the County's venue manager tasked to negotiate, administer, and execute agreements related to its venue management services, and creates economic and recreational opportunities for the County's business owners and residents; and

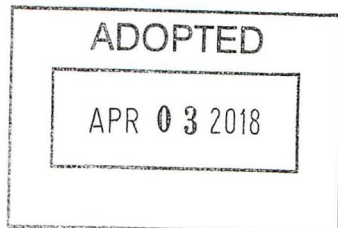
WHEREAS, negotiations are nearing finalization on a sponsorship program that has a name-in-title component, where the venue would be referred to in promotional materials, venue signage and elsewhere as "St. Joseph's Health Amphitheater at Lakeview", and adoption of this resolution evidences approval of such naming; and

WHEREAS, the County's share of the revenue from such sponsorship program in each calendar year shall be as follows, but removing from such stated amounts the County's share of actual documented costs related to the sale, activation and fulfillment of such sponsorship program from the license fee or other compensation contained within the sponsorship program agreement, where such costs include the procurement, installation, and maintenance of signage bearing the sponsor's name, and where the County's share of the gross revenue, prior to netting out the County's share of actual documented costs, shall be ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) in calendar year 2018, ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$137,500.00) in calendar year 2019, ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) in calendar year 2020, ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$162,500.00) in calendar year 2021, and ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.000) in calendar year 2022; now, therefore be it

RESOLVED, that the County's share of the revenue from such sponsorship program is to be separately accounted for by SMG and restricted for purchases of Capital Equipment and Capital Improvements, which terms shall mean any and all furniture, fixtures, machinery or equipment, either additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements; and, be it further

RESOLVED, that the approval herein is conditioned on the sponsorship program commencing and continuing in existence, and the use of the name-in-title sponsorship shall terminate at the same time as the conclusion of such sponsorship program.

Amph - sponsorship  
KMB  
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

3<sup>rd</sup> DAY OF April, 2018.

*Deborah A. Matuso*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 MAR 30 AM 10:54

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED



6

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP	✓			Mr. Knapp requested a waiver to present the resolution.
17. ERVIN	✓			
4. TASSONE	✓			
5. CODY	✓			
6. PLOCHOCKI	✓			No objection; waiver allowed.
7. BUCKEL	✓			
8. RYAN	✓			Chairman McMahon announced that he has a legal opinion that two-thirds majority is not needed, as this is a corporate sponsorship and not an individual.
9. CHASE	✓			
10. HOLMQUIST		✓		
11. McBRIDE		✓		
13. BUSH	✓			
14. JORDAN		✓		
16. WILLIAMS	✓			
1. MAY	✓			
2. ROWLEY		✓		
3. BURTIS	✓			
15. MCMAHON	✓			
<b>TOTAL</b>	13	4		

April 3, 2018

037

Motion Made By Mrs. Ervin, Ms. Williams

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2017 COUNTY BUDGET TO MAKE AVAILABLE FUNDS TO SUPPORT  
RETAINED COUNSEL

WHEREAS, consistent with the County's policy of defense and indemnification for public officers and employees, stated within Resolution No. 168-1990, as amended, it is necessary to amend the budget to make funds available to support use of retained counsel in connection with the case filed in Federal court, alleging civil rights violations, captioned as: *Dino Dixie, Eli Smith, and Cheyenne Talbert vs. Robert E. Antonacci, III, and the County of Onondaga*; and

WHEREAS, by Resolution No. 103-2017, \$75,000 was previously appropriated within the 2017 County Budget, and additional amounts are now needed to pay costs billed in November and December 2017; now, therefore be it

RESOLVED, that the 2017 County Budget be amended as follows:

APPROPRIATION:

In Admin Unit 4700000000

County Attorney

In Speedtype 210138

In Account 691200-Employee Benefits (\$40,000)

In Account 694080-Professional Services \$40,000

Legal Fees - transfer.docx  
KMB  
dlm



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

3<sup>rd</sup> DAY OF April, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 MAR 26 AM 11:29

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

FILED WITH CLERK  
ONON. CO. LEG.  
*March 22, 2018*  
*KMF*

7

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP	✓			
17. ERVIN	✓			
4. TASSONE		✓		
5. CODY	✓			
6. PLOCHOCKI	✓			
7. BUCKEL	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST		✓		
11. McBRIDE	✓			
13. BUSH		✓		
14. JORDAN		✓		
16. WILLIAMS	✓			
1. MAY	✓			
2. ROWLEY		✓		
3. BURTIS	✓			
15. MCMAHON	✓			
<b>TOTAL</b>	12	5		



April 3, 2018

038

Motion Made By Mr. May

RESOLUTION NO. \_\_\_\_\_

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ONONDAGA, JANE DOE V. ONONDAGA COUNTY, ET. AL.

WHEREAS, on or about June 21, 2016, by Amended Complaint, Plaintiff Jane Doe (Jane Doe being a fictitious name intended to protect plaintiff's anonymity with regard to an action that includes allegations of sexual abuse as a minor) commenced this action against County of Onondaga, et. al., demanding payment for injuries sustained while a foster child placed with the Department of Child and Family Services; and

WHEREAS, Jane Doe, is willing to settle against the Defendant, County of Onondaga, upon the payment of \$275,000, inclusive of attorney fees; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$275,000, inclusive of attorney fees and subject to obtaining a Release and Stipulation of Discontinuance, and that payment is to be made using procedures consistent with the Charter and Administrative Code.

Doe Resolution  
CLR/dmk  
KMB  
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

3rd DAY OF April, 20 18.

*Deborah A. Matus*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 MAR 26 PM 1:23

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ONONDAGA COUNTY  
LEGISLATURE

8

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				
17. ERVIN				
4. TASSONE				
5. CODY				
6. PLOCHOCKI			✓	
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN				
16. WILLIAMS				
1. MAY				
2. ROWLEY				
3. BURTIS				
15. MCMAHON				
<b>TOTAL</b>	16	0	1	

9.

*Waiver*

April 3, 2018

039

Motion Made By Mr. May

RESOLUTION NO. \_\_\_\_\_

ACCEPTING AND APPROVING THE CONTRACT BETWEEN THE COUNTY OF ONONDAGA  
AND THE ONONDAGA SHERIFFS CAPTAINS ASSOCIATION

WHEREAS, collective negotiations have been conducted between the County of Onondaga and  
The Onondaga Sheriffs Captains Association; and

WHEREAS, pursuant to said negotiations, an agreement has been reached by the parties and been  
ratified by the Union and its membership; now, therefore be it

RESOLVED, that the following agreement is hereby approved and accepted as executed, to wit:

AGREEMENT

BETWEEN

THE COUNTY OF ONONDAGA

AND

THE ONONDAGA SHERIFFS CAPTAINS ASSOCIATION

January 1, 2017 – December 31, 2017

and, be it further

RESOLVED, that retroactivity shall be applicable only as specified therein.

OSCA contract 2017-2017  
LBG  
KMB  
dak

ADOPTED  
APR 03 2018

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  
3<sup>rd</sup> DAY OF April, 20 18.  
*Deborah A. Maturo*

18 MAR 30 PM 2:20

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LEGISLATURE

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK



## COUNTY OF ONONDAGA DEPARTMENT OF PERSONNEL

John H. Mulroy Civic Center  
421 Montgomery Street, 13th Floor  
Syracuse, New York 13202-2959

Phone (315)435-3537 Fax 435-8272

**TO:** Brian May, Chair, Ways and Means Committee  
Members of Ways and Means Committee

**FROM:** Carl Hummel, Deputy Commissioner

**DATE:** March 30, 2018

**SUBJECT:** Tentative Labor Agreement

Enclosed for your review and consideration is the tentative labor agreement between the County of Onondaga and the Onondaga Sheriff's Captain's Association (hereinafter "OSCA") for the term of January 1, 2017 through December 31, 2017.

The Agreement provides for a fully retroactive wage adjustment of 2.75% for 2017. This wage adjustment equals that received by as the Onondaga County Deputy Sheriff's Police Association (hereinafter "OCSPA") in 2017. The cost of the package is \$24,166.08.

The County has agreed to a one year term in order to bring the OSCA on to the same contract cycle as the OCSPA.

The Agreement has been ratified by membership vote and is now being sent to you for consideration in advance of the full legislative session scheduled for Tuesday, April 3, 2018.

Please contact me if you have any questions.

Enclosure

cc: Joanne M. Mahoney, County Executive  
Ann Rooney, Deputy County Executive for Human Services  
Mary Beth Primo, Deputy County Executive for Physical Services  
William Fisher, Deputy County Executive  
Steven Morgan, Chief Fiscal Officer  
Ryan McMahon, Chairman, Onondaga County Legislature  
David Knapp, Floor Leader, Onondaga County Legislature  
Linda Ervin, Floor Leader, Onondaga County Legislature  
Debbie Maturo, Clerk of the Legislature



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ONONDAGA COUNTY  
LEGISLATURE

18 MAR 30 PM 2:18

## MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF ONONDAGA

AND

THE ONONDAGA COUNTY SHERIFF'S CAPTAIN'S ASSOCIATION

This Memorandum of Agreement between the County of Onondaga (hereinafter "County") and the Onondaga County Sheriff's Captain's Association (hereinafter "OSCA") continues the collective bargaining agreement between the parties which expired on December 31, 2016, in full force and effect through December 31, 2017, except as amended herein. It is understood between the parties that neither the County nor the OSCA will be bound by this Memorandum of Agreement and will not execute a collective bargaining agreement unless and until it is ratified by the membership of the OSCA and adopted by the Onondaga County Legislature.

### Article 16 – Salaries

2017 – a 2.75% increase to the 2016 Salary Schedule D, effective retroactive to the first full pay period after January 1, 2017 and payable to those OSCA members on the payroll as of the date of ratification of the agreement by OSCA membership.

SIGNED BY COUNTY OF ONONDAGA AND THE ONONDAGA COUNTY SHERIFF'S  
CAPTAIN'S ASSOCIATION

For the County:

BY: 

DATE: 3/28/18

For the OSCA:

BY: 

DATE: 3/28/18

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF ONONDAGA**

**AND**

**THE ONONDAGA SHERIFFS CAPTAINS ASSOCIATION**

**January 1, 2017 - December 31, 2017**

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE  
18 APR -2 PM 12:53



**SECTION 204(a) OF THE CIVIL SERVICE LAW OF THE STATE OF NEW YORK REQUIRES THAT:**

**ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT:**

**“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL”.**

**DRAFT**

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Appendix "A" – Letter of Intent and Plan Design

Appendix "B" - Leave Chart

**Article 1**  
**Preamble**

An agreement between the County of Onondaga, the Sheriff of Onondaga County (hereinafter referred to as the "Employer"), and the Onondaga Sheriffs Captains Association (hereinafter referred to as the "Union").

The Employer and the Union recognize the common interest in the public service of Onondaga County beyond their collective bargaining relationship and pledge to strive together to insure the highest quality of service to the people of Onondaga County. It is with these goals in mind that they have entered into this collective bargaining agreement.

This agreement establishes basic terms and conditions of employment for members of the bargaining unit in order to attract and retain the best personnel available and is intended to provide a model and a framework for constructive resolution of any dispute that may arise between them.

**Article 2**  
**Agreement Scope**

This agreement constitutes the entire agreement between the Employer and the Union. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the Employer and the Union have considered matters lawfully subject to collective negotiations.

This agreement may be amended or supplemented only by further written instrument signed by an authorized representative of the Employer and the Union. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

**Article 3**  
**Non-Discrimination**

The Employer and the Union agree that neither party will discriminate in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

**Article 4**  
**Management Rights**

The Union agrees that the County of Onondaga and/or the County Legislature and the Sheriff of Onondaga County, hereinafter known as the Employer, shall retain complete authority for the policies and administration of all County departments, offices or agencies which it exercises under the provisions of law and the Constitution of the State of New York and/or the United States of America and in fulfilling its rights and responsibilities under this agreement. Any matter involving the management of governmental operations vested by law in the Sheriff and not covered by this agreement is in the province of the Sheriff.

The rights and responsibilities of the Employer include, but are not necessarily limited to the following: (1) to determine the standards of service to be offered by its offices, agencies and departments; (2) to direct, hire, promote, appraise, transfer, assign, retain members and to suspend, demote, discharge or take disciplinary action against members; (3) to relieve members from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of government operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission, policies or purpose of the department, office or agency concerned; (7) to establish, modify or rescind any reasonable rules or regulations; (8) to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions; (9) to establish, change or alter work schedules.

It is agreed that the above rights and responsibilities are subject to the terms and conditions of this Agreement, and any violations of such shall be subject to the grievance procedure herein contained.

### **Article 5** **Union Status and Recognition**

The Employer recognizes the Union as exclusive bargaining agent for the bargaining unit defined herein and as successor to the employee organization that was certified as the exclusive bargaining agent by the Public Employment Relations Board in the Certification of Representation and Order to Negotiate dated May 19, 1988 for purposes of collective negotiations with the Employer with respect to rate of pay, wages, hours of employment and other terms and conditions of employment of the members of the bargaining unit.

The bargaining unit shall be defined as all full time Deputy Sheriff Captains (Police) and Deputy Sheriff Captains (Custody) and shall exclude all other titles and employees.

### **Article 6** **No Strike Pledge**

The Union affirms that it does not assert the right to strike nor to assist nor to participate in any strike nor to impose an obligation upon the membership to conduct, assist or participate in any such strike concerning the above bargaining unit.

The Union further agrees to notify all members of their obligation and responsibility for maintaining compliance with this section, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage members violating this section to return to work.

### **Article 7** **Union Security**

- A. The Employer agrees to deduct each month Union membership dues, initiation fees and assessments which are required for membership of the proceeding calendar month, for those employees who have authorized such deductions in writing as provided in this Article. Such membership dues, initiation fees and assessments, shall be limited to those levied by the Union in accordance with the Constitution and by-laws of the Union. Deductions shall be made from the pay of each employee who is or who becomes a member of the Union within the scope of the Bargaining Unit and covered by this Agreement, provided such employee voluntarily authorizes the Employer to do so in accordance with the Union's Checkoff Authorization Form.



Deductions in accordance with the above shall commence within thirty (30) days of such authorization.

Deductions for any week in a calendar month shall be remitted to the Union at the address which it authorizes for this purpose as soon as practicable on a regular monthly basis after the deduction is made together with a list of those for whom deductions have been made and the amount of such deductions.

The Employer further agrees that the Onondaga Sheriffs Captains Association, having been recognized as the exclusive representative of the bargaining unit as set forth herein shall be entitled to have deductions made from the pay of each employee of the bargaining unit who are not members of the Union the amount equivalent to the membership dues levied by the Union and remitted monthly to the Union in accordance with the New York State Civil Service Law.

The fiscal officer for the Employer making such deductions will transmit these amounts to the Union, at the address which he authorizes for this purpose. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of the Union.

B. Indemnification

The Union shall indemnify and save Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purposes of complying with paragraph (A). The Union shall promptly refund to the member any funds received in accordance with this agreement which are in excess of the amount of dues or other deductions as outlined by its By-Laws and/or Constitutional procedures, which the Employer has agreed to deduct.

**Article 8**  
**Unit Chairperson**

1. The President of the Association, or when unavailable his/her authorized designee, shall serve as its Unit Chairperson. Said individual shall be granted a reasonable amount of time to confer or otherwise deal with Sheriff or County representatives regarding terms and conditions of employment, upon prior approval of the Sheriff or his/her authorized designee whenever practical. Time spent on such activities shall not be charged against the hours of administrative leave in 2, 3, 4 and 5 below. The Association shall provide the County, through the Division of Employee Relations, with written notification as to its President, his/her authorized designee(s), their authority and any change in either.
2. The President of the Association, or when unavailable his/her authorized designee, shall be accorded release time from his/her regularly scheduled hours of work in order to engage in union activities. Such union activities may include, but are not limited to, meeting or otherwise conferring with unit members, investigating or preparing grievances or improper practice charges, preparing for or attending arbitration or improper practice hearings, or otherwise engaging in contract enforcement or union representation activities.
3. The President's release time shall be drawn from a bank of 96 hours of administrative leave with pay made available to the Association on an annual basis. A maximum of 20

banked hours that are not utilized in one calendar year may be carried over to the next calendar year. If the President's use of release time exceeds the number of banked hours,

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the Association shall reimburse the County in the amount of the President's regular rate of compensation, which shall include wages and fringe benefits as calculated by the County.

4. Advance notice is required for out of town travel or extended periods of administrative leave without pay. Advance notice by the President is not required for routine or daily activities. The use of any release time by the President is subject to the approval of the Sheriff or authorized designee. Denial of release time shall be for operational needs only, as reasonably determined by the Sheriff or authorized designee.
5. The President will report his/her use of release time to the Sheriff or authorized designee on a bi-weekly basis. The reports shall be on a form jointly developed by the parties and provide the date, amount of time, and nature of the union activities.

#### **Article 9**

#### **Union Business - Administrative Leave**

The Employer agrees to authorize through the express and written consent of the Sheriff or an authorized designee, one (1) member covered by this agreement, administrative leave at the member's regular rate of compensation for the sole purpose of attending official union business conferences, sub-district or district conferences or conventions limited to a maximum of seven (7) days per calendar year.

Written request for such approved time off shall be forwarded to the Sheriff by the duly authorized representative of the Union at least ten (10) working days prior to the date of the time requested.

The Employer reserves the right to refuse administrative leave for any member at any time and agrees to accept a request for replacement of any such member.

#### **Article 10**

#### **General Representative**

A designated Representative of the Union not employed by the Employer may enter the Employer's property by prearrangement with the Employer to discharge the duties as the collective bargaining representative.

#### **Article 11**

#### **Bulletin Boards**

The Employer will provide the Union with bulletin board space on which to post (a) official Union notices and (b) notices required by law. The Union may also post other notices as the Sheriff may expressly and specifically approve with a copy forwarded to the Division of Employee Relations. All notices or other matter will be non-defamatory and non-political in nature.

#### **Article 12**

#### **Information Notification** **New/Change in Job Titles**

The Employer agrees to notify the Union of new job titles that have been established and included as part of the bargaining unit and current bargaining unit job titles that have been reclassified. The

Employer agrees to discuss changes as part of the Joint Labor/Management Program under Article 25 of this agreement.

**Article 13**  
**Union By-Laws and Constitution**

The Union agrees to provide the Employer a copy of its by-laws and constitution and any amendments thereto.

**Article 14**  
**Seniority**

For definition purposes a member's seniority/anniversary date shall be computed from the time of his/her employment by the Employer.

**Article 15**  
**Hours of Work**

A. Regular Work Day

A regular work day shall be defined as eight (8) consecutive hours in any one twenty-four (24) hour period.

B.

1. Members shall be scheduled within the following patterns as determined by the Employer.
  - a. Five (5) regular work days in any seven (7) calendar day period
  - b. Four (4) regular work days in any six (6) calendar day period
  - c. Six (6) regular work days in any nine (9) calendar day period
  - d. Other patterns as may be mutually agreed upon by the member and the Employer
2. The Employer agrees to provide reasonable notice to members in the event of schedule changes.

**Article 16**  
**Salaries**

A. Salary Schedules

1. **2017**

Effective upon adoption of this agreement by the Onondaga County Legislature and retroactive to the first full payroll period of 2017, the following 2017 Salary Schedule A shall apply to all members of the bargaining unit who are on the payroll as of the date of ratification of this agreement by the Union (March 30, 2018).

**2017 Salary Schedule A**

	<u>A</u>	<u>Z</u>
(Annual)	\$89,169.00	\$91,876.00
(Bi-Weekly)	\$3,429.56	\$3,533.68

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**B. New Hires**

Members who are hired or promoted into the bargaining unit shall be slotted into Step A of the salary schedule in effect at that time. Upon the completion of six (6) months of service in the bargaining unit, the member shall be slotted into Step Z of the salary schedule in effect at that time.

- C. The bi-weekly salary set forth in each Salary Schedule shall be defined and applied as the basic unit of pay purposes of compensation under this agreement.
- D. Duty Commander
1. Members of the bargaining unit shall be required to perform the duties presently performed and commonly referred to as "Duty Commander" when assigned by the Employer.
  2. Members required by the Employer to perform the Duty Commander assignment shall perform such assignment on an "on-call" basis. In the event that a member is required by the Employer to report for duty in order to respond to a situation that arises, the member shall be paid in accordance with Article 17 – Overtime Compensation of this agreement for the time worked on that response.
  3. It is agreed that the compensation for performance of the Duty Commander assignment is wholly contained in the respective Salary Schedules in this article.
  4. In the event that the Employer takes action that increases the number of instances that a member performs the Duty Commander assignment to more than 33 in a calendar year or decreases the number of instances that a member performs the Duty Commander assignment to less than 25 in a calendar year, the contract may be reopened by either the Employer or Union for the purpose of the negotiation of such impact of such increase or decrease.

E. Schedule Equity Adjustment

The Employer agrees to provide in each contract year lump sum payment equal to twelve (12) days pay at the members regular rate of compensation at the then current rate in recognition of the difference in work days on duty between a 5/2 non-rotating schedule and a 4/3/4/4 schedule or other rotating schedule worked by members of the Onondaga County Sheriff's Office. Payment of the Schedule Equity Adjustment shall be made by the Employer in the form of a lump sum separate check issued on or between the last payday in November or the first payday in December. The Schedule Equity Adjustment amount shall be pro-rated for those who become members of the bargaining unit, for those that become non-bargaining members, and for those members who do not maintain active payroll status during the course of any contract year.

**Article 17**  
**Overtime Compensation**

- A. Where a member is required by the Sheriff or by a Court or administrative agency in accordance with the current practice to work beyond the regular work schedule, the Employer agrees to provide straight time cash at the regular rate of compensation for hours worked beyond the regular work schedule. Civil Court appearances shall not be considered required by the Sheriff for overtime purposes. The current practice of a fifteen (15) minute roll call time and time spent on any late call that does not extend at least one (1) hour beyond the regular work day shall not be included for overtime compensation. Members who receive training while on their regular work schedule shall receive their regular rate of compensation.

B. Limitation

Compensatory Time

Member shall be entitled to request compensatory time off in lieu of cash payment for all hours of overtime worked subject to the staffing needs of the department or a particular unit or division thereof and shall be taken only after the approval of the Sheriff or his authorized designee. Members may accrue a rolling maximum balance of forty (40) hours of compensatory time. Members with existing balances of compensatory time in excess of forty (40) hours as of this date may retain such balances but shall not be eligible to accrue additional compensatory time until such balances conform to this provision.

**Article 18**  
**Holiday Premium**

- A. Official holidays shall be those as set forth in the annual Holiday Observance Schedule promulgated by the Employer and shall be observed as days off with pay.
- B. When a member covered by this agreement is ordered to work on an official holiday, said member shall be paid eight (8) hours straight time pay in addition to the member's regular day's pay and any other premium so earned.
- C. In order to be eligible for holiday pay as defined in (A) and (B) above, members must actually work his/her last scheduled work day prior to the holiday, the holiday when required to work, and his/her first scheduled work day subsequent to the holiday unless excused by the Sheriff or his/her authorized designee.
- D. Floating Holidays

The following holidays shall be considered floating holidays: Lincoln's Birthday and Columbus Day. It is agreed that paragraphs (A) and (B) of this Article shall not apply for purposes of compensation on these days. Rather, the calendar dates on which the above holidays are to be observed shall be considered regularly scheduled work days. In lieu of the benefits set forth in paragraphs (A) and (B) members may elect to implement the holiday premium compensation provided in paragraph (A) for the above holidays on any two regularly scheduled work days during the calendar year in which the holidays occur, provided that 72 hours advance request is made to and approval is granted by the Employer.

Members hired into the bargaining unit during any calendar year shall be eligible only for those floating holidays which fall subsequent to their date of hire into the bargaining unit. Members eligible for terminal leave pursuant to Article 22 - Employee Leave Benefits of this Agreement shall be paid for any unused floating holidays which fall prior to the member's termination date limited to the max/lump sum for terminal leave and shall have debited from terminal leave any used floating holidays which fall subsequent to the member's termination date.

**Article 19**  
**Longevity Premium**

Effective with the beginning of the first full pay period of 2015, the County shall pay a longevity premium of \$1,400 per year in equal pro-rated installments each payroll period to members of the bargaining unit who have completed five (5) years of service in the rank of Deputy Sheriff Captain (Police) or Deputy Sheriff Captain (Custody).

**Article 20**  
**Mileage and Parking Reimbursement**

A. Mileage Reimbursement

Members who, upon the sole direction and requirement of the Employer use their personal vehicle in pursuit of business on behalf of the Employer shall be reimbursed for incurred mileage expenses at the rate established by the United States Internal Revenue Service.

B. Parking Reimbursement

1. Members who, upon the sole direction and requirement of the Employer use their personal vehicles in pursuit of business on behalf of the Employer on a regular and consistent basis may be eligible for parking reimbursement.

Eligibility shall be determined on the basis of required use or availability 50 percent or more of the work time in any month for which the reimbursement is claimed.

2. Eligible members shall be reimbursed for incurred parking expenses up to the rate established for the Public Safety Building/Everson Lot B. Reimbursement shall be made to eligible members at the rate of one month or a three month basis upon submission of a receipt for such expenses. In the event a member who has been reimbursed becomes ineligible or separates from employment the member shall return the parking permit to the Employer at its request or shall have the balance of the reimbursement returned to the Employer by payroll deduction.

C. Payment

1. The Employer shall not be required to pay claims for mileage or parking reimbursements submitted to the Employer more than sixty (60) calendar days after the month being claimed for reimbursement.
2. The Employer at its discretion may promulgate reasonable rules, regulations and procedures for payment of the reimbursements which will not be inconsistent with the terms of this article.



**Article 21**  
**Retirement**

- A. Employer has adopted retirement option § 552, § 75i, and § 89k of the New York State Retirement and Social Security Law. Service, age and eligibility requirements to retire under any of these options is as provided by law.
- B. Members shall be required to comply with and participate in any application process for disability retirement benefits initiated by the Employer.

**Article 22**  
**Employee Leave Benefits**

- A. Employee leave benefits defined as and limited to personal leave, jury duty leave, bereavement leave, vacation leave, sick leave, childbirth leave, terminal leave, extended sick leave, leave for civil service examinations and other general provisions for leave of absence without pay as set forth in the Onondaga County Employee Handbook in effect on March 26, 1996 except as modified herein, shall apply to all members of the bargaining unit.
- B. All rules and regulations currently in effect pertaining to use or administration of employee leave benefits shall apply to all members of the bargaining unit.
- C. Accrual and usage of any and all employee leave benefits is prohibited while a member is receiving benefits pursuant to Section 207(c) of the New York State General Municipal Law.
- D. Summary of leave benefits and levels are:

Vacation Leave (accrued and pro-rated according to Appendix C)

Days/Years of Service

1-5 years	-	11 days
5-15 years	-	16 days
15 years	-	21 days
Maximum Accumulation	-	30 days

Personal Leave (accrued and pro-rated according to Appendix C)

3 days per year

Sick Leave (accrued and pro-rated according to Appendix C)

Members shall earn sick leave credits up to a maximum of ten (10) days per calendar year.

Sick leave credits shall not be earned unless the employee is on full pay status for at least fifty (50) percent of the working days during the payroll period. Days during which the employee is using accumulated sick leave credits shall not be considered as days on full pay status for purposes of earning sick leave.

Maximum Accumulation - 165 days.

### Extended Sick Leave

- 5 years of service - 1 calendar month
- 10 years of service - 2 calendar months
- 15 years of service - 3 calendar months

### Bereavement Leave

#### Days/incident

- Immediate Family - 4 days
- Near Relative - 1 day
- Grandparent - 2 days
- In-Laws - 2 days

### Terminal Leave

- Max/Lump Sum - 21 days

### Other Leaves - (refer to handbook)

- Jury Duty - (refer to handbook)
- Civil Service Examinations - refer to handbook)
- Childbirth - (refer to handbook)
- General - (refer to handbook)

Members who are absent from duty and using sick leave, extended sick leave, leave without pay or placed on injured on duty status (IOD) are required to submit physician's verification of continued disability for duty after the first thirty (30) days of such absence from duty and after each succeeding thirty (30) days absence from duty unless otherwise ordered by the Sheriff.

### **Article 23** **Rest/Meal Breaks**

Members will continue to be permitted an appropriate meal break and rest break during the course of each regular work day in accordance with present practices.

### **Article 24** **Health and Dental Benefits**

#### A. Health Benefits

##### Onondaga County Health Benefits Program

The Employer agrees to provide health benefit coverage to all members of the bargaining unit who submit the requisite enrollment card under the Onondaga County Health and Wellness Program (hereinafter "OnPoint Program").

Enrolled members shall contribute in the amount equal to fifteen (15) percent per month of the premium equivalent rates established for the prescription drug portion of the Program and ten

(10) percent per month of the premium equivalent rate established for all other portions of the Program for individual coverage and fifteen (15) percent per month of the premium equivalent rate established for the prescription drug portion of the Program and ten (10) percent per month of the premium equivalent rate established for all other portions of the Program for family coverage. The Employer shall collect such contributions by payroll deductions.

Effective January 1, 2015, enrolled members shall contribute in the amount equal to fifteen (15) percent per month of the premium equivalent rates established for the Program for individual coverage and fifteen (15) percent per month of the premium equivalent rate established for the Program for family coverage. The Employer shall collect such contributions by payroll deductions.

Effective January 1, 2016, enrolled members shall contribute in the amount equal to twenty (20) percent per month of the premium equivalent rates established for the Program for individual coverage and twenty (20) percent per month of the premium equivalent rate established for the Program for family coverage. The Employer shall collect such contributions by payroll deductions.

The OnPoint Program shall establish eligibility for health benefit coverage on the first day of the fourth month following the date of active employment or application for enrollment. The OnPoint Program shall provide that health benefit coverage shall terminate at the end of the calendar month in which eligibility or employment terminates.

The OnPoint Plan design attached as Appendix "B" of this Agreement shall be implemented by the Employee during the term of this Agreement.

Members of the bargaining unit who retire during the term of this agreement shall be eligible for membership in the OnPoint Program provided that the member meets the qualifications established by the Employer for eligibility. Such qualified members shall contribute in the amount equal to fifteen (15) percent per month of the premium equivalent rate established for the OnPoint Program for individual coverage and fifteen (15) percent per month of the premium equivalent rate established for family coverage.

B. Health Maintenance Organization

Members shall be offered the option to participate in a qualified health maintenance organization (HMO). The Employer shall not be liable for costs of the HMO in excess of the premium equivalent rate of the OnPoint Program and any and all excess premium shall be contributed by the individual participating member.

C. Dental Benefits

The Employer agrees to provide dental benefits coverage, as set forth below, to members of the bargaining unit who submit the requisite enrollment card under the Onondaga County Dental Program (hereinafter the "Program") currently provided through Delta Dental.

Regular full time members may enroll for individual coverage and shall contribute 35% of the premium or premium equivalent rate established by the Program for individual coverage. Regular full time members may enroll for family coverage (including eligible dependants as

defined by the Program) and shall contribute 35% of the premium or premium equivalent rate established by the Program for family coverage.

D. Limitations

1. The Employer reserves the right to self-insure, alter benefit plans or change benefit carriers provided that any new plan or change shall be substantially the same as or improve the coverage and/or benefits as provided herein.
2. No member shall be eligible for health and dental benefits provided herein both as a member and as a dependent or if enrolled as a dependent under any other health or dental benefit program provided by or offered through the Employer.

**Article 25**

**Joint Labor-Management Program**

With the express purpose of fostering a harmonious relationship, the Employer and the Union shall establish a Joint Labor/Management Program for the purpose of providing communication between the respective administrators and members for attempted resolution of employment problems including, but not limited to health and safety matters.

**Article 26**

**Productivity/Efficiency**

The Employer and Union hereby agree and recognize that the delivery of essential municipal law-enforcement services in the most efficient, effective and courteous manner is of paramount importance.

The Union recognizes the Employer's right and responsibility to maximize such services to the community through the implementation and/or revision of performance standards, norms and levels, work measurement procedures and performance appraisal systems, subject to the terms and conditions of this agreement.

The Employer recognizes the importance of having the Union involved as the representation of the members of the bargaining unit to assure success of these programs as well as to assist in the development and implementation of such matters covered herein in an appropriate committee format.

**Article 27**

**Employee Investigation Procedure**

The members of the Onondaga County Sheriff's Office hold a unique status as public officers in that the nature of their office and the performance of their duties involves the exercise of a portion of the police power of the State.

The security of the County, its citizens and its several communities depends to a great extent upon the manner in which Onondaga County Sheriff's Office members perform their duties. The performance of those duties involves those members in sundry relationships with the public.

Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions require prompt investigation by a superior officer designated by the Sheriff or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing the protected and individual rights of each member, the internal investigation procedure in the Onondaga County Sheriff's Office shall be handled as follows, but not limited to:

1. Investigatory interviews of any member shall be at a reasonable hour, and the employee shall be offered the opportunity to be represented by the person of his choice. The investigatory interview shall take place preferably when the member is on duty and during the light hours, unless the circumstances of the investigation dictate otherwise, which should be determined by the Command Officer of the Onondaga County Sheriff's Office.
2. The member shall be advised of the name and command of the investigating officer and the identity of all persons present during the investigatory interview. Investigatory interviews shall not exceed two investigators at any one time.
3. The investigatory interview shall take place at a location designated by the Sheriff or officer in charge of the investigation.
4. The member shall be informed of the nature of the investigation before any investigatory interview commences. Sufficient information or reasonable appraisal to the member regarding the allegations must be provided by the officer in charge of the investigation. If it is known if the member is being investigated as a witness only, he should be so informed.
5. All investigatory interviews should be completed with reasonable dispatch and time should be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
6. If the member is a suspect or a target of a criminal investigation, he shall be completely informed of all his constitutional rights prior to the commencement of any investigatory interview.
7. The complete investigatory interview of the member shall be recorded, mechanically or by a stenographer, upon the request of either the member or the Sheriff. When the investigatory interview is recorded mechanically or by a stenographer there will be no "off the record" questions or discussions and all recesses called during the questioning shall be noted in the record.
8. The member shall be given an exact copy of any written statement he/she may execute or if the questioning is mechanically or stenographically recorded the member shall be given access to the same.
9. The refusal by any member to answer any pertinent question, even though non-criminal in nature, that narrowly, specifically relates to the performance of his or her duties may result in disciplinary action.



10. When a member is informed that he/she is in an apparent intoxicated condition when reporting for duty or while on duty, he/she shall submit to a blood test, urine or breathalyzer test upon the direction of a superior officer.
11. There will be no polygraphing of any employee within the bargaining unit without his/her consent.

## **Article 28**

### **Discipline and Discharge**

In all cases where a hearing officer is to be appointed by the Sheriff pursuant to Section 75 of the Civil Service Law of the State of New York, the Sheriff agrees to appoint only those hearing officers:

1. that are licensed to practice law in the State of New York, and
2. that are not employed by the State or Federal government or any of the civil divisions of the State, and
3. That charge a usual, reasonable and customary fee for purposes of this Article of \$100 per hour or less.

In the event the Sheriff is unable to secure hearing officers who meet all the above criteria, the Union may suggest names of hearing officers meeting the above criteria, subject to the review and approval of the Sheriff. The Sheriff shall not be bound by any suggestion of a hearing officer made by the Union whose per hour fee exceeds \$100 per hour. The Union agrees to pay the difference between the actual per hour fee and \$100 for all hours billed to the Sheriff.

## **Article 29**

### **Grievance Procedure**

The Union shall have the right to present grievances to the Employer on behalf of a member(s) of the bargaining unit, hereinafter referred to as grievant(s), free from interference, coercion, restraint, discrimination or reprisal and shall be permitted to represent the member at all stages of the procedure set forth in section (b) of this Article. An earnest effort shall be made to settle grievances promptly and in accordance with the provisions of this Article.

#### **A. Grievance Definition**

A grievance is defined as a claimed violation, misinterpretation or an inequitable application of a specific and express term of this agreement. It is agreed by and between the parties that any member covered by this agreement working in a probationary status as defined by Civil Service Law may be terminated from such status at the sole discretion of the County and shall not have the right to challenge such action pursuant to the grievance procedure as contained herein. No member may challenge or dispute any disciplinary action or dismissal under the grievance procedure as contained herein.

No grievance or claims relating, directly or indirectly, (a) to any disciplinary action, termination, or dismissal or any member covered by this agreement, or (b) to any rules or regulations which



are or may be promulgated by the County and/or Sheriff, the violation of which may subject a bargaining unit employee to discipline, termination or dismissal, shall in either case be subject to the grievance procedure or arbitration under the contract. It is further agreed that no arbitrator's decision rendered under the contract on any other issue shall be admitted into evidence, or considered, in any civil service, court or PERB proceeding relating to disciplinary action, termination or dismissal of any employee covered by this agreement.

## B. Procedure

The time limits set forth in the Article are of the essence. They may, however, be extended by mutual written agreement of the parties. The failure of the grievant to proceed within the time limits set forth or to comply with the procedure established in this section shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure.

All grievances shall be initiated in writing on Union letterhead or grievance form within ten (10) working days after the grievant knows or should have known of the act which constitutes the grievance. For purposes of this Article, working day(s) means all days other than Saturday, Sunday or legal holidays as celebrated by the Employer. Saturdays, Sundays and legal holidays shall be excluded in computing the number of working days in which action must be taken in any step of the grievance procedure. A grievance may be discussed and resolved verbally between the member and Division Chief/Undersheriff prior to the initiation of a written grievance, however, the time limits for initiating a written grievance shall continue to toll unless otherwise agreed.

### Step 1 - Department Chief/Undersheriff

A grievance initiated in accordance with the foregoing procedure shall be filed and discussed with the Grievant's Department Chief/Undersheriff. The grievant and the Department Chief/Undersheriff will attempt to resolve the grievance. The Department Chief/Undersheriff shall respond in writing within seven (7) working days from the date of the discussion with the grievant.

### Step 2 - Sheriff/Sheriff's Designee

- A. In the event that the grievance is not resolved under Step 1, the grievant may request in writing within five (5) working days from the date of the answer in Step 1 for a review of the alleged grievance with the Sheriff or authorized designee.
- B. The Sheriff or authorized designee shall, within ten (10) working days following said request, schedule and hold a review of the matter at which time the grievant and his representative, if any, may appear and present oral and written statements with respect to the grievance. Thereafter, the Sheriff or authorized designee shall answer in writing within ten (10) working days from the date of the review.

### Step 3

In the event that the grievance is not adjusted under Step 2, the grievant shall notify the Employer through the Division of Employee Relations within ten (10) working days from the date of the Step 2 answer. Thereafter, the Director of Employee Relations shall schedule a meeting with the grievant, the Grievance Chairperson and International Representative, if any,

within ten (10) working days after the notification from Step 2. Within ten (10) working days after the conclusion of the Step 3 meeting, the Director of Employee Relations shall render his decision in writing to resolve the matter.

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#### Step 4

- A. In the event that the grievance is not resolved at the conclusion of Step 3, the Union may request in writing with a copy to the Division of Employee Relations the appointment of an arbitrator from the American Arbitration Association, Federal Mediation and Conciliation Service or the New York State Public Employment Relations Board within ten (10) working days after receipt of the decision rendered at the conclusion of Step 3.
- B. It is understood by the parties that the cost of such arbitration shall be borne equally by the parties, with the exception of the agency's initial fee, if any, which shall be the obligation solely of the demanding party.
- C. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of the agreement or any amendment or supplement thereto or to add new provisions of this agreement or any amendment or supplement thereto.
- D. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision.
- E. The findings, conclusions and recommendations of the Arbitrator for resolution of the grievance shall be binding on all parties to the proceeding. Awards may not be retroactive beyond forty-five (45) calendar days prior to the initiation of the alleged grievance with the County.
- F. The Arbitrator's decision shall be rendered in accordance with the time limits of the arbitration administration agency selected.

#### **Article 30** **Rules and Regulations**

In order to continue practices which are fair and consistent the Employer agrees to provide the Union with a copy of the County/Sheriff work rules or regulations which affect terms and conditions of employment, the Onondaga County Employee Handbook and the Onondaga County Sheriff's Office Duty Manual and any revision to such for its review and consideration prior to implementation.

#### **Article 31** **Personnel File**

The Employer shall maintain an official personnel file for each member of the bargaining unit. Individual personnel files shall be kept confidential. Members shall have the right to review their personnel file upon reasonable advance notice to the Employer and to be accompanied by an advisor of their choice during the review. Copies of any material in an employee's personnel file shall be provided to the employee upon his/her request.

**Article 32**  
**Secondary Employment**

- A. The Sheriff agrees to authorize members covered by this agreement to engage in extra work for another employer outside their regular hours of duty and not to exceed twenty (20) hours per week or be self-employed and not to exceed twenty (20) hours per week provided that all of the following conditions are met:
1. that such extra work does not interfere or conflict with the performance of regular duties as members of the Onondaga County Sheriff's Office; and
  2. that such extra work does not interfere or conflict with members availability for emergency duty; and
  3. that such extra work does not affect members physical condition to the extent that it impairs their ability to efficiently perform their job duties; and
  4. that members sign and submit a completed Onondaga County Sheriff's Office Secondary Employment Permit form or Onondaga County Sheriff's Office Secondary Employment Notification Form, whichever is applicable; and
  5. that secondary employment sought by members and their participation in secondary employment comply with all the terms and conditions set forth on the Secondary Employment Permit or Secondary Employment Notification Form, whichever is applicable, as determined by the Sheriff.
- B. The Sheriff reserves the right to waive any of the provisions contained within this article.

Secondary Employment Permits may receive a temporary approval or denial by the Department Chief pending final approval or denial within three (3) work days after submission by the member. Any Secondary Employment Permits that are denied must have reasons stated in writing to the member. Members may appeal the decision to deny the Secondary Employment Permit to the Undersheriff within three (3) work days after receipt. Such appeal must be in writing and contain all information, facts, and reasons for the appeal. A written response to the appeal shall be made to the member, with reasons if the denial is upheld, within five (5) work days after receipt of the appeal.

- C. Any secondary employment that is in a non-uniformed capacity or does not involve the performance of security duties will not require obtaining a Secondary Employment Permit. Members shall be required to sign and submit a Secondary Employment Notification Form to the Department Chief prior to the commencement of such secondary employment.
- D. Members shall not commence any secondary employment unless and until the Secondary Employment Permit is approved or the Secondary Employment Notification Form has been submitted, whichever is applicable.

**Article 33**  
**Physical Examinations**

During each contract year, members shall be permitted to exchange one (1) accrued sick leave day in return for reimbursement by the Employer for the cost of one (1) physical examination. Examinations must be conducted by a duly licensed medical doctor. Reimbursement by the Employer shall be limited to the cost of the examination or the value of the sick leave day, whichever is less.

**Article 34**  
**Fitness for Duty**

- A. The Employer shall have the right to impose reasonable limitations on the range of activities and physical mobility and location of a member (including travel outside of the geographic boundary of Onondaga County and relative to compliance by the member and verification of compliance by the Employer with such limitation) upon a determination that a member is eligible for benefits under 207c of the General Municipal Law.
- B. The Employer and Union agree that maintaining physical fitness for duty shall be a mandatory condition of employment for members of the bargaining unit. The Employer shall have the right to determine, implement and revise standards for physical fitness for duty. Such standards shall be age-related and reasonable in nature. The Union shall be permitted to provide input and contribute information as to the development and design of the standards. Members shall be afforded a reasonable period of time to meet the standards or any changes in standards implemented by the Employer. The Employer shall have the right to examine or test a member in order to determine whether a member meets the standards or that, upon reasonable belief, the physical fitness for duty of a member is limited. The participation of a member in such examination or test shall be mandatory.
- C. Members shall be required to comply with and participate in the County of Onondaga Drug and Alcohol Testing Policy as promulgated by the Employer and any revision thereto.

**Article 35**  
**Restitution by Members for Damaged,  
Destroyed or Lost County Property**

Members may be required to pay restitution for the damage, destruction or loss of Employer property, only as follows:

A. Categories of Employer Property:

1. Vehicles – Members may be required to pay restitution to the Employer only with respect to accidents deemed “preventable” (and not excused), as determined by the Sheriff’s Office Accident Review Committee (“ARC”). The amount paid shall not exceed the repair costs or if the vehicle is replaced, the value of the vehicle and shall be in accordance with the following schedule.

a.	First instance	\$ 0.00
b.	Second instance	\$250.00
c.	Third instance and beyond	\$500.00

After any five-year period without an accident, the member’s accident record shall be erased, such that a subsequent accident will constitute a “first instance” pursuant to the above schedule.

2. Temporary Equipment – Restitution for the damage, destruction or loss of temporary equipment (that is, equipment not considered personal issued items which may include

but not be limited to equipment such as computer, Alco Sensor, radar unit, camera or other equipment used by a member on a temporary basis and not part of their issued equipment) shall not exceed ten percent (10%) of the repair or replacement cost of the item, up to a maximum payment of \$250.00.

3. Personal Issue Items – Restitution for the damage, destruction or loss of personal issue items (that is, equipment by the Sheriff's Office to and retained by a member while a member of the Sheriff's Office which includes but is not limited to weapons, portable radios, badge, identification cards and other items issued to and retained by the member) shall not exceed the repair or replacement cost of the item, up to a maximum of \$100.00.

A. Appeal Process:

A member may appeal an order to make restitution as follows:

1. If the order concerns a vehicle, the appeal shall be directed to the ARC.
2. If the order concerns temporary equipment or a personal issue item, the appeal shall be directed to the Loss Prevention Review Committee ("LPRC").
3. The member must submit the appeal in writing. The member may also make a personal appearance before the ARC or LPRC. The member is entitled to union representation in connection with an appeal.
4. The ARC or LPRC shall issue a written determination from which there is no further right of appeal.
5. Restitution orders, including denial of an appeal, are not subject to the grievance and arbitration procedure of the Agreement.

B. Payment of Restitution:

A member shall make payment (by check, payable to the "Onondaga County Sheriff's Office") within forty-five (45) days of an order to make restitution or the denial of an appeal, whichever is later. If timely payment is not made, the matter will be referred to the Professional Standards Unit.

**Article 36**  
**Onondaga County Sheriff's Office**  
**Drug and Alcohol Testing Policy**

I. Purpose

To establish a drug and alcohol testing program for members of the Onondaga County Sheriff's Office (hereinafter "OCSO") holding and serving in positions that are covered by this agreement.

II. Definitions

Alcohol



The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

#### Breath Alcohol Technician (BAT)

A qualified individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device. The confirming testing device must utilize infrared technology or a blood test.

#### BAC

Blood Alcohol Concentration (BAC) is the content of alcohol in an individual's blood based on the breathalyzer test or blood test.

#### Confirmation Test

For alcohol testing, a second test following a screening test with a result of greater than .02, that provides quantitative data of alcohol concentration. For controlled substance testing, a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

#### Medical Review Officer (MRO)

A licensed physician responsible for receiving laboratory results generated by the OCSO drug test program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate member's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

#### Prohibited Conduct

Conduct which is prohibited is described in Section VI of this policy.

#### Refusal to Submit

A member who (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received a notice of the requirement for the breath testing; (2) fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; (3) engages in conduct that clearly obstructs the testing process; or (4) otherwise refuses to submit, will be classified as having refused to submit to an alcohol or drug test.

#### Screening Test

In alcohol testing, means an analytical procedure to determine whether a member may have a prohibited concentration of alcohol in his or her system. In drug testing, an immunoassay procedure to eliminate "negative" urine specimens from further consideration.

#### Substance Abuse Professional

A substance abuse professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drugs-related disorders.

### III. Testing

There are several occasions when a member will be subject to drug and alcohol screening tests pursuant to this policy.

#### a. Random Testing

Random testing is unannounced testing for alcohol and drugs administered in a statistically random manner throughout the year to members in ratios so that all members have an equal probability of selection each time a random test is administered.

Random drug and alcohol testing may be conducted at any time during the member's regularly scheduled tour of duty.

Random drug and alcohol tests will not exceed ten percent (10%) of the bargaining unit per year (e.g. test 24 as of 1/1). In any event, no less than one member shall be randomly tested in a calendar year.

One name will be randomly selected per draw.

The test must be scheduled (if at all) within thirty (30) days of the drawing of the member's name.

No more than one test will be conducted at the same time of the day.

A draw will be nullified within thirty (30) days if the member is unavailable due to scheduled time off.

#### b. Reasonable Suspicion Testing

Reasonable suspicion testing is alcohol and drug testing that the OCSO will conduct when it has reasonable suspicion to believe that a member has engaged in conduct prohibited by this policy. Reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a member by an OCSO official who has received required training to recognize probable alcohol misuse or drug use.

OCSO will, if possible, administer a reasonable suspicion alcohol and/or drug test within 2 hours of the reasonable suspicion determination, but in no event more than eight (8) hours following the determination. In the event that these time periods are not met, OCSO will prepare and maintain on file a record stating the reasons the alcohol and/or drug test was not promptly administered.

OCSO will not permit any member to report for duty or remain on duty while the member is under the influence of, or impaired by, alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse, until an alcohol test is administered and the member's blood alcohol concentration measures less than .02 or 24 hours have elapsed following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated.

A written record shall be made of observations leading to reasonable suspicion, signed by the supervisor or person who made the observations, within twenty-four (24) hours of the observed behavior or before the results of drugs test are released, whichever is earlier.

Reasonable suspicion drug and alcohol testing may be conducted at any time the member is on duty for the OCSO.

c. Return to Duty Testing

Return to duty testing is alcohol and drug testing conducted after a member has engaged in prohibited conduct under this policy, completed counseling prescribed by a substance abuse professional, if any, and prior to his/her return to duty. Before a member may return to duty, he/she must undergo return to duty testing with an alcohol test result indicating a BAC of less than .02 and a drug test indicating a verified negative result of tested drugs.

d. Follow-up Testing

Follow-up tests are given following a determination by the Substance Abuse Professional (SAP) that a member is in need of assistance in resolving problems associated with misuses of alcohol and/or tested drugs. This is an unannounced test, given at least six (6) times within twelve (12) months with the actual frequency and number of tests determined by the SAP, but in no event may the follow-up testing continue for a period beyond sixty (60) months from the member's return to duty. The SAP may terminate the requirement of follow-up testing at any time after the first six (6) tests have been administered if he/she determines that follow-up testing is no longer necessary.

IV. Drug & Alcohol Testing Procedures

a. Privacy and Dignity:

Testing will be conducted in a location that affords visual and aural privacy to members being tested. Members shall have the right to refuse to participate in any testing which requires the provision of a urine sample while under direct observation.

b. Alcohol:

Alcohol testing will be administered by a Breath Alcohol Technician (BAT). If the initial test reveals a BAC of greater than .02, at the member's option a confirmatory test (infrared breathalyzer or blood test) will be performed at that facility. The completed confirmatory test result is the final test result for purposes of this policy. OCSO requires that the cost for the confirmatory test will be the member's responsibility if the member elects to have the test and such test confirms a positive test result. If the member is

ultimately exonerated based on the results from the confirmatory test, OCSO shall reimburse the member for his/her costs for the confirmatory test. If the final test result reveals a BAC greater than .02 but less than .04 the member will not be permitted to work for 24 hours. The member will be eligible to use leave accruals (but not sick leave) during this 24 hours.

If the BAC is .04 or greater, the member will not be permitted to work until the Substance Abuse Professional (SAP) verifies the member is capable of returning. During this period, the member is eligible to use leave accruals and compensatory time but sick leave may only be used for any periods of disability as determined by the SAP after the date of the positive test.

Any leave accruals or compensatory time forfeited/used (except sick leave) because of a positive alcohol test shall be considered part of any disciplinary penalty if one is imposed later.

c. Tested Drugs:

A Federal Department of Health and Human Services certified laboratory will perform drug testing on urine samples provided by members. The drugs for which tests will be conducted and the initial and confirmatory positive/negative test results are:

<u>DRUG</u>	<u>INITIAL (ng/ml)</u>	<u>CONFIRMATORY (ng/ml)</u>
Marijuana Metabolites	50	15
Cocaine Metabolites	300	150
Opiate Metabolites	300	300
Phencyclidine	25	25
Amphetamines	1,000	500

OCSO will contract with a laboratory certified by the United States Department of Health and Human Services to insure that the collection, shipment, testing and chain of custody procedures insure the integrity of the testing process.

The split sample urine testing will be utilized. This method requires that the urine specimen be divided into two samples providing one sample for preliminary screening and initial confirmation, and a second sample for the second test if needed at a later date. OCSO requires that the cost for testing this split sample will be the member's responsibility if the member elects to have the second sample tested and such test confirms a positive test result. If the member is ultimately exonerated based on the results from the second sample, OCSO shall reimburse the member for his/her costs for the second test.

The Medical Review officer (MRO) will conduct a final review of all positive test results to assess possible medical explanations for the positive test results.

In cases where a member working in the CID tests positive and then alleges it is due to passive exposure, the member shall have the right to be retested no sooner than ten (10) days after the exposure.

d. Disclosure of Test Results:

OCSO shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur. OCSO shall not release the tested drug and alcohol testing records of a member except:

- i. to his/her designee upon written request;
- ii. to the decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the member and arising from the results of mandatory testing pursuant to this policy.

e. Uncompleted Testing:

If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT shall, if practicable, begin a new screening or confirmation test, as applicable.

f. Records Retention/Test Results:

- i. Records Retention: OCSO shall maintain records of its alcohol and drug abuse program in a secure location with controlled access. OCSO shall maintain the following records for five years: (1) records of alcohol test results indicating a BAC of .02 or greater; (2) records of verified positive drug test results; (3) documentation of refusals to take required alcohol and/or drug tests. Records related to the alcohol and drug collection process and training shall be maintained for a minimum of two years. Records of negative and canceled drug test results and alcohol tests with concentration of less than .02 shall be maintained for one year.
- ii. Test Results: OCSO shall notify a member of the results of random and reasonable suspicion drug tests if the test results are verified positive and which tested drug(s) were verified as positive.

V. Refusal to Submit to Testing

A member shall not refuse to submit to a random alcohol or drug test required under this policy, a reasonable suspicion alcohol or drug test required under this policy, a return to duty alcohol or drug test, or a follow-up alcohol or drug test required under this policy. Any member shall not be permitted to return to duty subsequent to a refusal to submit to a test required under the policy until the member is evaluated by a Substance Abuse Professional and completes a substance abuse program designed by a Substance Abuse Professional, if any, and undergoes a return to duty alcohol test revealing a BAC of less than .02 and a drug test with a verified negative result. A refusal to submit to testing is the equivalent of an alcohol test revealing a BAC of .02 or greater or a drug test with a positive result. A refusal to be tested shall be defined as a refusal by a member to complete and sign the breath alcohol testing form or to complete the drug screening chain of custody form, to provide breath, to provide an adequate amount of breath, to provide an adequate amount of urine or otherwise to cooperate with the testing process in a way that prevents the completion of the test. The BAT or collector shall record such refusal in the



remarks section of the form. The testing process shall then be terminated and the BAT or collector shall immediately notify the OCSO.

VI. Prohibited Conduct

1. No member shall work or report to work in violation of this policy.
2. No member shall use, possess, distribute or dispense alcohol or prohibited drugs under this policy while on duty outside the scope of his/her job duties, including while on OCSO property or work sites.
3. No member shall refuse to submit to a required alcohol or drug test conducted pursuant to this policy.
4. No member shall report for duty or remain on duty if the member tests positive for tested alcohol or drugs as defined by the policy.

VII. Referral, Evaluation and Treatment

1. OCSO shall make available to members through the County's Employee Assistance Program information regarding the resources available for evaluating and resolving problems associated with the misuse of alcohol and use of drugs, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs.
2. A member who engages in conduct prohibited by this policy shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the member needs in resolving problems associated with alcohol misuse and drug use. The costs associated with this evaluation are the responsibility of the member and may be covered by the member's health benefits plan, subject to the plan's conditions and limitations.
3. Before a member returns to duty after engaging in conduct prohibited by this Policy, the member shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than .02 if the conduct involved alcohol, or a drug test with a verified negative result if the conduct involved drugs.
4. Members identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall:
  - a. be evaluated by a Substance Abuse Professional to determine if the member has properly followed any rehabilitation program prescribed under paragraph 2 of this policy;
  - b. shall be subject to unannounced follow-up alcohol and drug tests administered by the OCSO following the member's return to duty. The number and frequency of the follow-up tests shall be as directed by the Substance Abuse Professional, and consist of at least six (6) tests in the first twelve (12) months following the member's return to duty. OCSO may direct the member to undergo return-to-duty and follow-up testing for both alcohol and drugs, if the Substance Abuse Professional determines that return-to-duty and follow-up testing for both alcohol



and drugs is necessary for that member. Such testing shall be in conformance with this policy. Follow-up testing shall not exceed sixty (60) months from the date of the member's return to duty. The Substance Abuse Professional may terminate the requirement at any time after the first six (6) tests have been administered, if the substance abuse professional determines that such testing is no longer necessary.

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- c. The evaluation and rehabilitation shall be provided by:
  - 1) a Substance Abuse Professional approved by OCSO; or
  - 2) a Substance Abuse Professional selected by the member. The member shall be required to submit to the OCSO a written verification from the Substance Abuse Professional that they meet the qualifications as set forth in Section II – Substance Abuse Professional of this policy prior to receiving the evaluation and rehabilitation.
- d. A Substance Abuse Professional who determines that a member requires assistance in resolving problems with alcohol misuse or drug use shall not refer the member to the Substance Abuse Professional's own private practice, or to a person or organization from which the Substance Abuse Professional receives remuneration or in which the Substance Abuse Professional has a financial interest.
- e. Costs associated with evaluation and treatment shall be the responsibility of the member and may be covered by the member's health benefits plan, subject to the plan's conditions and limitations.

#### VIII. Consequences for Covered Members

Members found to have violated prohibited conduct under this policy will be subject to disciplinary action in accordance with Onondaga County Sheriff's Office Duty Manual, up to and including discharge. Any disciplinary action initiated will be administered in accordance with the provisions of Civil Service Law or the applicable collective bargaining agreement.

Under those circumstances where a member is called in to duty and it is not designated as Duty Commander, he/she will not be subject to discipline for testing positive for alcohol use provided he/she has disclosed to his/her supervisor prior to commencing duty that he/she had consumed alcohol.

Applicable Sections of the Duty Manual include, but are not limited to the following:

- Part I- 1.1, 1.11
- Part II – 2.8
- Part III – 3.1, 3.2, 3.3, 3.26
- Part IV – 4.1
- Part V-5.7

Members found to have a BAC of .04 or above or a positive drug test shall be required to be evaluated by a Substance Abuse Professional and to complete any treatment determined to be necessary by the Substance Abuse Professional before any return-to-duty can be considered.

No member shall report for or be on duty if such member has engaged in conduct prohibited by this policy.

IX. Member Notification

OCSO shall provide a copy of this policy to each member and to his/her collective bargaining agent. Each member is required to sign a statement certifying that he/she has received this information. OCSO shall maintain the original signed certification as a permanent part of the personnel file. OCSO will provide a copy of the certification to the member upon request. Prior to the implementation of this policy, OCSO will provide approximately one hour of in-service training on this policy. New members, including lateral transfers, shall receive approximately one hour of in-service training on this policy during orientation.

X. Administration

If the administration of this policy is assigned to an active member of another bargaining unit, the parties agree to negotiate the impact of such change.

The OCSO's historic drug and alcohol test scheduling records shall be made available to the Union within a reasonable time after a request is made.

**Article 37**  
**Assigned Vehicles**

- A. Those members of the bargaining unit who are on the payroll prior to the date of adoption of this agreement by the Onondaga County Legislature and are assigned a vehicle by the Sheriff shall continue to be assigned a vehicle under the same terms and conditions as presently exist.
- B. Those members who become members of the bargaining unit on or after date of adoption of this agreement by the Onondaga County Legislature may be assigned a vehicle at the sole discretion of the Sheriff who shall determine the nature, extent, conditions and duration of such assignment. Any such assignment of a vehicle shall not constitute a term and condition of employment.

**Article 38**  
**Attendance Premium**

- A. As an incentive for members of this unit to further improve attendance, to further reduce excessive or unwarranted absenteeism rates and to continue to foster high standards of productivity and accountability among said members, the Employer agrees to grant to all regularly scheduled full time members covered by this agreement, an Attendance Premium in accordance with the following schedule:

1	2	3	4
Years	Sick Leave	Block of 6	\$ Per Block
10	<ul style="list-style-type: none"> <li>number of sick leave days earned through date of retirement from OCSO – maximum of 165 days.</li> </ul>	<ul style="list-style-type: none"> <li>Column 2 divided by 6.</li> </ul>	\$145.00
11			\$150.00
12			\$155.00
13			\$160.00
14			\$165.00
15			\$170.00
16			\$175.00
17			\$180.00
18			\$185.00
19			\$190.00
20			\$195.00
21			\$200.00
22			\$205.00
23			\$210.00
24			\$215.00
25			\$220.00

The formula for calculation of the Attendance Premium shall be the number of sick leave days accrued through the date of permanent separation from employment divided by six; that result is multiplied by the amount corresponding with the number of years of completed service with the Onondaga County Sheriff's Office. The formula is illustrated in the following example.

Example – a member retires with 15 years of service and 72 unused sick leave days accrued.

(Column 2) 72 sick leave days = 12 blocks (Column 3)  
 (Column 3) 6 per block x \$ 170 per block (Column 4) @ 15 years (Column 1)  
 \$2,040

The maximum amount payable to a member shall be limited to \$5,000 and is subject to the provisions of this Article set forth below.

- B. The Attendance Premium is (a) payable to members who permanently separate from employment through retirement and (b), who are eligible for health benefits coverage upon retirement and (c) who have completed at least ten (10) years of service at that time. For purposes of this Article, the departmental date of appointment shall be used to determine completed years of service.
- C. Payment of the Attendance Premium shall be made within 30 working days from the date of retirement and shall be in the form of credit to be used and applied solely to defray the monthly retiree contribution for health benefits coverage upon retirement calculated by the Employer. The Attendance Premium shall be expended in units of credit in an amount equal to the monthly retiree contribution for health benefits and shall be applied on a monthly basis until it is exhausted. In the event that the member predeceases their eligible covered dependents, the remaining Attendance Premium credit, if any, shall be applied monthly toward the monthly contribution for survivor benefit coverage until it is exhausted.

- D. It is expressly agreed that the Attendance Premium shall have no actual cash value nor be converted to a cash payment under any circumstance.

**Article 39**  
**Conformity to Law**

This agreement and its component provisions are subordinate to any provision of current or future laws or regulations. Therefore, when any applicable Federal or New York State law or regulation or final decision of any court affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision. Otherwise, this agreement shall not be affected.

**Article 40**  
**Ratification of Agreement**

It is understood and agreed by the parties that no provision contained within this agreement shall be binding upon either party until this agreement has been duly ratified and executed by the Union, duly executed and approved by the Employer and adopted by the Onondaga County Legislature in accordance with Article 14 of the New York State Civil Service Law.

**Article 41**  
**Term of Agreement**

The term of this agreement and each of its provisions shall be effective as of the date of adoption by the Onondaga County Legislature and continue in full force and effect until December 31, 2017. Retroactivity of benefits shall apply to Article 16 - Salaries and Article 17 - Overtime Compensation but otherwise be limited to those expressly provided herein.



**Article 42**  
**Amendment and Renewal**

The Union shall provide the Employer with written notice of its intent to modify or amend any provision of or terminate this agreement at least sixty (60) days prior to its expiration. Such notice shall be made to Director of Employee Relations, Onondaga County Department of Personnel - Division of Employee Relations, J. H. Mulroy Civic Center - 13th Floor, 421 Montgomery Street, Syracuse, New York 13202.

**FOR THE UNION:**  
**ONONDAGA SHERIFFS CAPTAINS**  
**ASSOCIATION**

\_\_\_\_\_/ /

\_\_\_\_\_/ /

**FOR THE EMPLOYER:**  
**THE COUNTY OF ONONDAGA**

\_\_\_\_\_/ /  
Joanne M. Mahoney, County Executive

\_\_\_\_\_/ /  
Eugene Conway, Onondaga County Sheriff

\_\_\_\_\_/ /  
Duane Owens, Commissioner of Personnel

DATED THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2018  
AT SYRACUSE, NEW YORK

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY

## APPENDIX C

### ARTICLE 22

#### EMPLOYEE LEAVE BENEFITS

Applies for accrual and proration of sick leave, personal leave, vacation leave and computation of terminal leave.

EMPLOYEE SCHEDULE	VACATION LEAVE		SICK LEAVE		PERSONAL LEAVE
(Per 2 week Period)	11 days		16 days		21 days
	10 days		3 days		
	1st anniversary - 4th anniversary		5th anniversary - 14th anniversary		15th anniversary and thereafter
FULL TIME (80 hours)	3.39	88.00	4.93	128.00	6.47 168.00
	3.08	80.00	.93	24.00	
	hours per pay per year period	hours per pay per year period	hours per pay per year period	hours per pay per year period	hours per pay per year period

**Note:** Leave time may not be used in increments of less than 15 minutes (.25)  
.25 = 15 minutes      .50 = 30- minutes      .75 = 45 minutes

9

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				<i>Mr. May requested a waiver. No objection; waiver allowed</i>
17. ERVIN				
4. TASSONE				
5. CODY				
6. PLOCHOCKI			✓	
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN				
16. WILLIAMS				
1. MAY				
2. ROWLEY				
3. BURTIS				
15. MCMAHON				
<b>TOTAL</b>	16	0	1	

**APRIL 3, 2018 SESSION**

**LOCAL LAWS**

- A. A LOCAL LAW PROTECTING AND PROVIDING FOR THE HEALTH AND WELL-BEING OF DOGS AND OTHER COMPANION ANIMALS IN ONONDAGA COUNTY, AND AMENDING LOCAL LAW NO. 5-2017 (Sponsored by Mr. Jordan)**
- B. A LOCAL LAW AMENDING THE ONONDAGA COUNTY CHARTER AND ADMINISTRATIVE CODE TO PROVIDE CLARIFICATION AND GUIDANCE RELATES TO THE COUNTY LEGISLATURE'S AUTHORITY TO HIRE OUTSIDE COUNSEL TO PROVIDE LEGAL SERVICES, INCLUDING THE PREPARATION OF LOCAL LAWS, ORDINANCES, RESOLUTIONS, LEGALIZING ACTS OR OTHER LEGISLATION (Sponsored by Mr. McMahon)**
- C. A LOCAL LAW PROTECTING AND PROVIDING FOR THE HEALTH AND WELL-BEING OF DOGS IN ONONDAGA COUNTY, AND AMENDING LOCAL LAW NO. 5 – 2017 (Sponsored by Mr. Ryan)**

18 MAR 23 PM 3:26

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE



DEFEATED

A.

LOCAL LAW NO. \_\_\_\_-2018

A LOCAL LAW PROTECTING AND PROVIDING FOR THE HEALTH AND WELL-BEING OF  
DOGS AND OTHER COMPANION ANIMALS IN ONONDAGA COUNTY, AND AMENDING  
LOCAL LAW NO. 5-2017

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

Section 1. Findings/Purpose.

Consistent with Municipal Home Rule Law Section 10(1)(ii)(a)(12), this local law protects and provides for the health and well-being of dogs and other companion animals in Onondaga County by regulating the manner in which such animals may be kept outdoors. This local law is intended to provide greater protection for dogs and other companion animals than found within New York State Agriculture and Markets Law Sections 353-b and 353 at the time of adoption. Humane treatment of dogs not only provides these animals with a better quality of life, but may also reduce the likelihood of dogs having harmful behaviors towards other animals.

Section 2. Definitions

For purposes of this local law, the terms listed below have specific definitions, as follows:

(a) "Companion animal" shall mean any dog or cat, and shall also mean any other domesticated animal normally maintained in or near the household of the owner or person who cares for such other domesticated animal. "Companion animal" shall not include a "farm animal" as defined in Section 350(4) of the New York State Agricultural and Markets Law, as may be amended from time to time. "Companion animal" shall also not include animals under direct supervision or control of the owner or person who cares for such companion animal, including, but not limited to, companion animals on a leash or other restraint with persons walking, jogging, hunting or running with the companion animal, nor shall it include livestock herding or guardian dogs commonly utilized by farms and/or in connection with farming operations, or to dogs actively involved in legal hunting or attending performance events such as, but not limited to, dog shows, field agility trials or other organized animal events.

(b) "Physical condition" shall include any special medical needs of a companion animal due to disease, illness, injury, age or breed about which the owner or person with custody or control of a companion animal should reasonably be aware.

(c) "Inclement weather" shall mean weather conditions that are likely to adversely affect the health or safety of a companion animal, including but not limited to rain, sleet, ice, snow, wind, or extreme heat and cold, as defined in Section 353-b of the New York State Agricultural and Markets Law, as may be amended from time to time.

(d) "Companion animals that are left outdoors" shall mean companion animals that are outdoors in inclement weather without ready access to, or the ability to enter, a house, apartment building, office building, or any other permanent structure that complies with the standards enumerated in Sections 3(a) of this local law.

(e) "Tethered" shall include the actions of leashing, fastening, securing, chaining, tying or otherwise restraining a companion animal to any stationary object outdoors.

### Section 3. Regulations

(a) Any person who owns or has custody or control of a companion animal that is left outdoors shall provide it with adequate shelter from inclement weather appropriate to its breed, physical condition and the climate.

(b) Any person who owns or has custody or control of a companion animal that is left outdoors shall provide proper food and water so as not to impair the health of the companion animal.

(c) No person who owns or has custody or control of a companion animal shall knowingly leave a companion animal tethered outdoors, unattended, for such a period of time as to adversely affect the health or safety of such companion animal.

(d) No person shall subject a companion animal to prolonged exposure to inclement weather such that it (1) results in hypothermia, hyperthermia, frostbite, or similar condition as diagnosed by a doctor of veterinary medicine; or (2) results in other injuries or death related to exposure to inclement weather.

### Section 4. Rebuttable Presumptions

(a) That with respect to 3(a) above, a companion animal shelter is presumed adequate if the shelter (1) has a waterproof roof; (2) is structurally sound so as to protect the companion animal from the inclement weather; (3) is appropriate for the companion animal's breed and physical condition, and the climate; (4) has insulation appropriate to local climatic conditions and sufficient to protect the companion animal from inclement weather after taking into account other measures taken by an owner or custodian to maintain the companion animal's body temperature and to protect the companion animal from inclement weather; (5) has four connected sides and a raised floor; (6) has a door maintained in good repair that prevents the entry of drafts and precipitation, and allows the accumulation of body heat, (7) is constructed to allow each companion animal adequate freedom of movement to make normal postural adjustments, including the ability to stand up, turn around and lie down with its limbs outstretched; and (8) allows for effective removal of excretions, other waste material, dirt and trash and the facility and the area immediately surrounding it are regularly cleaned to maintain a healthy and sanitary environment and to minimize health hazards. For companion animals that are restrained in any manner outdoors in an enclosure, such enclosure shall be set on a solid foundation, such as stone or concrete, or solid ground that is well drained and free of standing water. For companion animals that are restrained in any enclosure, whether indoors or outdoors, the animal shall be provided with dry bedding and/or solid resting boards so as to conserve its body heat during periods of cold weather and under no circumstance shall a companion animal be forced to lie on a damp surface or upon unheated concrete or stone during periods of cold temperatures, if doing so would result in the loss of body heat.

(b) That with respect to 3(c) above, adverse effects on the health or safety of a companion animal shall be presumed if a companion animal has been tethered outdoors unattended for a period of time longer than 2 continuous hours and (1) the actual air temperature is lower than 10° Fahrenheit (not accounting for wind chill), (2) the actual air temperature is greater than 90° (not accounting for humidity levels) or (3) during such a period of time as extreme weather conditions exist, where any such condition in (1), (2) or (3) above is actually known to such person or reasonably should have been known to such person, has been left outdoors for a time period or in such a fashion as to adversely affect the health or safety of such companion animal. Nothing in the aforementioned designated temperatures and time periods should be viewed as indicating that the same are necessarily safe or appropriate for all companion animals or for all breeds of companion animals.



## Section 5. Enforcement and Penalties

### (a) Enforcement Officers.

This local law shall be enforced by the Onondaga County Sheriff's Office, or designee, and may also be enforced by any police officer, local dog control officer, animal control officer, New York State Police, having jurisdiction within Onondaga County, or any other officers as may be designated by the Onondaga County Legislature via resolution from time to time. Such enforcement officers shall have the authority to enforce the provisions of this local law and to take such necessary and related enforcement actions, including, without limitation, accepting, recording, and investigating complaints, issuing appearance tickets, obtaining supporting depositions, and preparing and submitting criminal and civil complaints to a court of competent jurisdiction.

Enforcement officers may take any and all necessary steps to remove a companion animal pursuant to this local law. Upon removal of a companion animal, enforcement officers shall place a written notice at the location where the companion animal was kept, bearing the name of the officer, and the department or agency and address where the companion animal(s) will be taken. A companion animal removed pursuant to this local law shall immediately receive emergency veterinary treatment, and the condition of said animal shall be documented prior to delivering the companion animal to the department or agency where the companion animal will be sheltered.

### (b) Classification of Offense.

Any person who knowingly violates the regulations set forth in Section 3 of this local law, shall, upon conviction thereof, be guilty of a violation, as defined in Section 55.10 of the New York State Penal Law, as may be amended from time to time.

### (c) Penalties and Registration.

For a first offense, the court, in its discretion, may impose a fine of not less than fifty dollars nor more than two hundred fifty dollars. For second or subsequent offenses, the court may impose a fine of not less than one hundred dollars nor more than five hundred fifty dollars, or imprisonment for not more than fifteen days consistent with Section 70.15(4) of the New York State Penal Law, or both such fine and imprisonment.

The court may also elect to cause the dog(s) underlying the basis of the conviction to be surrendered or otherwise forfeited by the person after such conviction. The surrender or forfeiture shall be to an enforcement officer, as provided herein above.

Beginning seventy-two hours after a charge of violating Section 3 of this local law, each day that a defendant fails to correct the deficiencies identified in order to be in compliance with this local law shall constitute a separate offense. The aforementioned period of time may be extended, however, in the discretion of a Court of competent jurisdiction, upon a showing by a defendant that reasonable efforts have been undertaken to correct any alleged deficiencies, but have not been able to be completed.

In lieu of or in addition to any other penalty imposed under this local law, the court may impose upon any person who fails to comply with Section 3 of this local law a civil penalty, enforceable and collectable by Onondaga County, in the amount of two hundred fifty dollars for a first offense, five hundred dollars for a second offense, and one thousand dollars for each additional offense.

The court may, in its discretion, reduce the amount of any fine and/or or civil penalty imposed for a violation of this local law by the amount which the defendant proves he or she has spent to come into compliance with the requirements of this local law. Nothing in this paragraph shall prevent the seizure of a companion animal for a violation of local law.

Upon a finding of any violation of this section, any companion animal or companion animals seized pursuant to the provisions of this article that have not been voluntarily surrendered by the owner or custodian or surrendered pursuant to court order shall be returned to the owner or custodian only upon proof the defendant has come into compliance with the provisions of Section 3 of this local law, any fine imposed has been paid and/or the completion of any sentence of imprisonment imposed for violation of this local law.

Upon two or more convictions of a person under this local law, the prosecuting agency shall forward the name and address of the offender to the Onondaga County Sheriff's Office for entry on the Animal Abuser Registry as an Animal Abuse Offender and to comply with the entirety of Local Law No. 5 - 2017, as amended herein below.

(d) Disposition of Fines. All fines collected pursuant to this local law shall be the sole property of Onondaga County, kept and accounted for separately, to be used for promoting animal welfare within Onondaga County, including, programs of public education.

#### Section 6. Severability.

If any clause, sentence, paragraph, section, subdivision or other part of this Local Law or its applications shall be adjudged by a Court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or otherwise invalidate the remainder of this Local Law which shall remain in full force and effect except as expressly limited by such order or judgment.

#### Section 7. Effect on Existing Local Legislation.

Local Law No. 5 - 2017, establishing an Animal Abuser Registry, is hereby amended such that the definition of an "Animal Abuse Crime" shall now include New York State Agriculture and Markets Law Section 353-b – Appropriate Shelter for Dogs Left Outdoors within subsection (a) thereof ~~and shall~~ now include a new subsection (f) to read as follows: "Violating local laws enacted by Onondaga County providing for the health and well-being of dogs in Onondaga County, including two or more violations of the local law passed on April 3, 2018, becoming effective on May 1, 2018."

#### Section 8. Reverse Preemption.

This law shall be null and void on the day that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, or in the event that a pertinent State or Federal administrative agency issues and promulgates regulations preempting such action by the County of Onondaga. The Onondaga County Legislature may determine via resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

Section 9. Effective Date.

This local law shall take effect May 1, 2018, and shall be filed consistent with the provisions of the Municipal Home Rule Law.

LL-v11 - FINAL Companion Animal Shelter (combined LL)  
ALM  
Dak/kmf

FILED WITH CLERK  
ONON. CO. LEG.  
*March 14, 2018*  
*kmf*

18 MAR 21 AM 8:53

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

LOCAL LAW A

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP		✓		
17. ERVIN		✓		
4. TASSONE		✓		
5. CODY		✓		
6. PLOCHOCKI		✓		
7. BUCKEL		✓		
8. RYAN		✓		
9. CHASE		✓		
10. HOLMQUIST	✓			
11. McBRIDE		✓		
13. BUSH		✓		
14. JORDAN	✓			
16. WILLIAMS		✓		
1. MAY		✓		
2. ROWLEY	✓			
3. BURTIS	✓			
15. MCMAHON		✓		
<b>TOTAL</b>	4	13	0	Defeated.

B.

LOCAL LAW NO. \_\_\_\_\_ - 2018

A LOCAL LAW AMENDING THE ONONDAGA COUNTY CHARTER AND ADMINISTRATIVE CODE TO PROVIDE CLARIFICATION AND GUIDANCE RELATED TO THE COUNTY LEGISLATURE'S AUTHORITY TO HIRE OUTSIDE COUNSEL TO PROVIDE LEGAL SERVICES, INCLUDING THE PREPARATION OF LOCAL LAWS, ORDINANCES, RESOLUTIONS, LEGALIZING ACTS OR OTHER LEGISLATION

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

Section 1. Findings.

WHEREAS, the Onondaga County Charter states that the County Attorney is the "sole legal advisor of the county" and for county officers and employees; and

WHEREAS, the Onondaga County Administrative Code states that the County Attorney shall "prepare local laws, ordinances, resolutions, legalizing acts or other legislation upon request of the County Executive or a member of the County Legislature, together with notices and other documents in connection therewith"; and

WHEREAS, there may be unique situations where the County Legislature, through its Chairman, determines that the County Attorney, who is appointed by, and serves at the pleasure of the County Executive, may have competing interests in preparation of local laws, ordinances, legalizing acts or other legislation; and

WHEREAS, it is the desire of the County Legislature to make it clear that the Charter and the Administrative Code as drafted authorizes the Chairman to consult with and use outside counsel to provide the County Legislature with legal advice, including the preparation of local laws, ordinances, legalizing acts or other legislation; now, therefore be it

RESOLVED, that the following local law shall be enacted:

Section 2. Outside Counsel.

(a) Article VII, Section 702 of the Charter is amended to add the following italicized language:

Section 702. POWERS AND DUTIES.

Except as otherwise provided in this charter, or the administrative code, the county attorney shall be the sole legal advisor for the county and, on its behalf in county matters of a civil nature, advise all county officers and employees and, where in the interest of the county, prepare all necessary papers and written instruments in connection therewith; prosecute or defend all actions or proceedings of a civil nature brought by or against the county; prepare resolutions, ordinances, legalizing acts and local laws to be presented for action by the board of supervisors, together with notices and other items in connection therewith; and perform such other and related duties as may be prescribed by law, by the county executive or by resolution of the board of supervisors. *Nothing contained herein shall prohibit the Chairman of the County Legislature from using outside counsel or a specifically designated Legislative Counsel to provide legal assistance, including, but not limited to, the preparation of resolutions, ordinances, legalizing acts and local laws to be presented*



*for action by the County Legislature, the successor in interest of the board of supervisors. Such outside counsel or specifically designated Legislative Counsel may seek the advice of the county attorney as to form and legality in the preparation of resolutions, ordinances, legalizing acts and local laws.*

Section 3.

- (a) Article VII, Section 7.02 of the Charter is amended to add the following subsection (f):

(f) Nothing contained herein shall prohibit the Chairman of the County Legislature from using outside counsel or a specifically designated Legislative Counsel to provide legal assistance, including, but not limited to, the preparation of resolutions, ordinances, legalizing acts and local laws to be presented for action by the County Legislature. Such outside counsel or specifically designated Legislative Counsel may seek the advice of the county attorney as to form and legality in the preparation of resolutions, ordinances, legalizing acts and local laws.

Section 4. Severability.

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by a court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph, section of part thereof directly involved in the controversy in which the judgment shall have been rendered.

Section 5. Effective Date.

This local law shall be effective immediately upon filing, consistent with the provisions of the Municipal Home Rule Law.

LOCAL LAW – Outside Counsel.docx  
TF  
dlm



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

3<sup>rd</sup> DAY OF April, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 MAR 20 AM 8:56

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

# LOCAL LAW B

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP	✓			
17. ERVIN	✓			
4. TASSONE	✓			
5. CODY	✓			
6. PLOCHOCKI	✓			
7. BUCKEL	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. JORDAN	✓			
16. WILLIAMS	✓			
1. MAY	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
15. MCMAHON	✓			
<b>TOTAL</b>	17	0		

LOCAL LAW NO. \_\_\_\_ - 2018

A LOCAL LAW PROTECTING AND PROVIDING FOR THE HEALTH AND WELL-BEING OF  
DOGS IN ONONDAGA COUNTY, AND AMENDING LOCAL LAW NO. 5 - 2017

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

Section 1. Findings/Purpose.

Often referred to as “man’s best friend”, dogs are companions, valued for the animals’ loyal behavioral traits and ability to be kept in close proximity to people in domestic situations. Some dogs are left outdoors without means to protect themselves. These animals are exposed and vulnerable to changing weather conditions. In Onondaga County, weather conditions are famously known to change quickly and dramatically. By way of example, dangerous conditions include: temperatures at extreme ends of the spectrum, subzero wind chills, sun, thunderstorms, and high humidity. No dog should be left outside, tethered and exposed to the weather for prolonged periods when the temperature falls below the freezing point of water. With temperatures below the freezing point, a dog may experience harm and damage to its skin, causing pain. Similarly, dogs left outside, tethered and exposed for prolonged periods when the temperature rises to greater than 90° Fahrenheit are believed likely to experience heatstroke or other bodily harm.

Consistent with Municipal Home Rule Law section 10(1)(ii)(a)(12), this local law protects and provides for the health and well-being of dogs in Onondaga County by regulating the manner in which dogs may be kept outdoors. This local law is intended to provide greater protection for tethered dogs than found within New York State Agriculture and Markets Law Sections 353-b and 353 at the time of adoption. Humane treatment of dogs not only provides these animals with a better quality of life, but may also reduce the likelihood of dogs having harmful behaviors towards other animals. It is believed that most dogs tethered outside for prolonged periods do not have adequate protection.

Specifically excluded from coverage under this local law shall be those dogs who are used as working dogs or hunting dogs, as it is believed that the risks of harm to such dogs is not present in the same way.

Section 2. Regulations.

(a) Prohibition.

No person who owns or has custody or control of a dog shall knowingly leave such dog tethered outdoors for longer than a period of 2 continuous hours at such time as when either (1) the actual air temperature is lower than 32° Fahrenheit (not accounting for wind chill), (2) the actual air temperature is greater than 90° Fahrenheit (no accounting for humidity levels), or (3) during such period of time as extreme weather conditions exist, where any such condition in (1), (2), or (3) above is actually known to such person or reasonably should have been known to such person. Actual harm or injury need not be shown to prove a violation of the prohibition in this subsection.

(b) Rebuttable Presumptions.

Extreme weather conditions shall be presumed to have been present in the event that a weather alert was in effect for a region reasonably construed and commonly understood to be affecting the region in which the dog was left outdoors and during such time as the dog was left outdoors.



A dog exhibiting signs of frostbite shall be presumed to have been left outdoors for longer than a period of 2 continuous hours at such time as when the actual air temperature was lower than 32° Fahrenheit.

A dog exhibiting signs of heatstroke shall be presumed to have been left outdoors for longer than a period of 2 continuous hours at such time as when the actual air temperature was greater than 90° Fahrenheit.

(c) Exceptions.

This local law shall not apply:

- to working dogs;
- to hunting dogs:
- to dogs on a leash or other restraint under direct supervision or control of persons actively engaged in recreational activities, including walking, jogging, or running; and
- to dogs required to be tethered under an applicable law, rule, regulation, or court order.

(d) Definitions.

For purposes of this local law, the terms listed below have specific definitions, as follows.

- “extreme weather conditions” shall include inclement weather, being weather conditions that are likely to adversely affect the health or safety of the dog, including but not limited to rain, sleet, ice, snow, wind, or extreme heat and cold, and otherwise consistent with the provisions of New York State Agriculture and Markets Law Section 353-b(1)(b), as may be amended from time to time.
- “weather alert” shall mean a broadcast of the National Weather Service regarding one of the following weather-related events, reasonably construed to be affecting the region in which the dog was left outdoors: blizzard warning, severe thunderstorm (watch or warning), severe weather statement, tornado (watch or warning), winter storm (watch or warning).
- “outdoors” shall mean a location outside a permanent structure capable of habitation or occupancy by people during an extreme weather event or period of time with temperatures falling below 32° Fahrenheit or greater than 90° Fahrenheit (depending on the applicable weather conditions), such as a house, apartment building, or office building. Examples of non-suitable outdoor structures include, without limitation, wire cages and non-insulated structures, including those made of plastic (e.g., calf hutch).
- “tether” shall include the actions of leashing, fastening, securing, chaining, tying, or otherwise restraining a dog to any stationary object outdoors.
- “working dog” shall mean any dog that is trained to herd and/or protect livestock, control bird and/or wildlife populations, or otherwise is actually or has been used in connection with farming or agricultural purposes.
- “hunting dog” shall mean any dog that is trained to aid in taking of wildlife and is actually or has been used for such purposes, consistent with applicable law or regulation, including Environmental Conservation Law Section 11-0923, and local permits.

### Section 3. Enforcement, Penalties, and Registration Obligations.

#### (a) Enforcement Officers.

This local law shall be enforced by the Onondaga County Sheriff's Office, or designee, and may also be enforced by any police officer, local dog control officer, peace officers, animal control officer, New York State Police, having jurisdiction within Onondaga County, or any other officers as may be designated by the Onondaga County Legislature via resolution from time to time (where any such officer shall be an "enforcement officer"). Such enforcement officers shall have the authority to enforce the provisions of this local law and to take such necessary and related enforcement actions, including, without limitation, accepting, recording, and investigating complaints, issuing appearance tickets, obtaining supporting depositions, and preparing and submitting criminal and civil complaints to a court of competent jurisdiction.

#### (b) Classification of Offense.

Any person who violates the prohibition found within Section 2(a) of this local law, shall, upon conviction thereof, be guilty of a violation, as defined in Section 55.10 of the New York State Penal Law, as may be amended from time to time. Each calendar day in which such person violates Section 2(a) of this local law shall constitute a separate offense.

#### (c) Penalties and Registration.

The court, in its discretion, may impose a sentence of imprisonment to be fixed by the court for a term not to exceed fifteen days, consistent with Section 70.15(4) of the New York State Penal Law, a sentence to pay an amount to be fixed by the court not exceeding the amount of two hundred fifty dollars, consistent with Section 80.05(4) of the New York State Penal Law, or both.

The court may also elect to cause the dog(s) underlying the basis of the conviction to be surrendered or otherwise forfeited by the person after such conviction. The surrender or forfeiture shall be to an enforcement officer, as provided herein above.

In lieu of or in addition to any other penalty imposed under this local law, the court may impose upon any person who fails to comply with Section 2 of this local law a civil penalty, enforceable and collectable by Onondaga County, in the amount of two hundred fifty dollars for a first offense, five hundred dollars for a second offense, and one thousand dollars for each additional offense.

Conviction of a person under this local law shall require such person to register with the Animal Abuser Registry as an Animal Abuse Offender and to comply with the entirety of Local Law No. 5 - 2017, as amended herein below.

#### (d) Disposition of Fines.

All fines collected pursuant to this local law shall be the sole property of Onondaga County, kept and accounted for separately, to be used for promoting animal welfare within Onondaga County, including, programs of public education.

### Section 4. Severability.

If any clause, sentence, paragraph, section, subdivision or other part of this Local Law or its applications shall be adjudged by a Court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or otherwise invalidate the remainder of this Local Law which shall remain in full force and effect except as expressly limited by such order or judgment.

### Section 5. Effect on Existing Local Legislation.



Local Law No. 5 - 2017, establishing an Animal Abuser Registry, is hereby amended such that the definition of an "Animal Abuse Crime" shall now include New York State Agriculture and Markets Law Section 353-b – Appropriate Shelter for Dogs Left Outdoors within subsection (a) thereof and shall now include a new subsection (f) to read as follows: "Violating local laws enacted by Onondaga County providing for the health and well-being of dogs in Onondaga County, including the local law passed on April 3, 2018, becoming effective on May 1, 2018."

Section 6. Reverse Preemption.

This law shall be null and void on the day that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, or in the event that a pertinent State or Federal administrative agency issues and promulgates regulations preempting such action by the County of Onondaga. The Onondaga County Legislature may determine via resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

Section 7. Effective Date.

This local law shall take effect on May 1, 2018, and shall be filed, consistent with the provisions of the Municipal Home Rule Law.

LL – Protecting Dogs – Ryan  
ALM  
KMB  
dak

18 MAR 23 PM 3:24

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

# LOCAL LAW C

APRIL 3, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP		✓		
17. ERVIN	✓			
4. TASSONE		✓		
5. CODY		✓		
6. PLOCHOCKI		✓		
7. BUCKEL	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST		✓		
11. McBRIDE		✓		
13. BUSH		✓		
14. JORDAN		✓		
16. WILLIAMS	✓			
1. MAY		✓		
2. ROWLEY	✓			
3. BURTIS	✓			Adjourned at 2:35 p.m.
15. MCMAHON	✓			
TOTAL	8	9	0	Defeated.