



Onondaga County Legislature

JAMIE McNAMARA
Clerk

DAVID H. KNAPP
Chairman

MELANIE VILARDI
Deputy Clerk

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

RESOLUTIONS NOS. 34-44

OFFICE OF THE CLERK

April 6, 2021

Listed below are the resolutions to be presented to the County Legislature at the April Session. The meeting was held at **1:00 p.m. on Tuesday, April 6, 2021.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mr. Williams**
- D. SALUTE TO THE FLAG – **Mrs. Ervin**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 - 1. **Correspondence:**
 - a. 2-1-21 Letter from City Mayor Walsh appointing Leonardo Sanchez to the Human Rights Commission
 - b. 3-4-21 Letter from County Executive requesting a Legislative Hearing and Determination for the County of Onondaga and its Sheriff and the Deputy Sheriff's Benevolent Association of Onondaga County, Inc. ("DSBA")
 - c. 3-8-21 Letter from County Executive McMahon appointing Carlton Hummel as the Commissioner of the Onondaga County Department of Personnel
 - d. 3-18-21 Letter from County Executive McMahon appointing Jesse Lyons to the Onondaga County Soil and Water Conservation District Board
 - 2. **Gold Seal:**
 - a. Proclaim April 30, 2021 to be "Therapy Animal Day" in Onondaga County (Sponsored by Mrs. Abbott-Kenan)
 - 3. **Public Comment:** Due to the current circumstances, written statements will be accepted via email to jamiemcnamara@ongov.net or via USPS mail to the above address. Statements will be accepted through 12:00 p.m. on April 6, 2021 and will become part of the permanent record
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 16)

3rd DISTRICT – MR. BURTIS – WAYS AND MEANS

- 1. **NO. 34** Requesting New York State to Amend Section 931 of the Real Property Tax Law to Include Mortgage Investing Institutions and Authorize Single Payment of School and Village Taxes in the Manner Provided Therein (17-0)
- 2. **PULLED**
- 3. **NO. 35** Authorizing the Settlement of the Action filed with the Supreme Court of the State of New York, County of Onondaga, Barrett Paving Materials, Inc. v. County of Onondaga, Buffalo Drilling Company, Inc. and Honeywell International, Inc. (17-0)
- 4. **NO. 36 (WAIVER)** Confirming Appointment to the Onondaga County/Syracuse Commission on Human Rights (Leonardo Sanchez) (17-0)

5TH DISTRICT – MS. CODY – COUNTY FACILITIES

5. **NO. 37** Authorizing the Department of Parks and Recreation to Accept Donated Item (17-0)
6. **NO. 38** Amending the 2021 County Budget to Accept Grant Funds from New York State's Multi-Modal Program for Loop the Lake Trail Solar Lighting (\$500,000) (17-0)

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

7. **NO. 39** Providing for Various Personnel Changes (17-0)
8. **NO. 40** Personnel Resolution and Amending the County Budget (17-0)

11TH DISTRICT – MR. McBRIDE – ENVIRONMENTAL PROTECTION

9. **NO. 41** Authorizing the Acquisition of Permanent Easements for the Route 481/298 Industrial Corridor Sewer Improvements in the Town of Dewitt, County of Onondaga (17-0)
- 9a. **NO. 42 (WAIVER)** Amending Resolution No. 372-1967 Regarding the Imposition and Disposition of Sales and Compensating Use Tax Pursuant to Articles 28 and 29 of the Tax Law of the State of New York (17-0)

12TH DISTRICT – CHAIRMAN KNAPP

10. **NO. 43** Confirming the Appointment of Carlton Hummel as the Commissioner of the Onondaga County Department of Personnel (16-1 Bush)
11. **NO. 44** Confirming Appointment to the Onondaga County Soil and Water Conservation District Board (Jessie Lyons) (17-0)

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

Respectfully submitted,



JAMIE McNAMARA, Clerk
ONONDAGA COUNTY LEGISLATURE

APRIL 6, 2021 SESSION			ROLL CALL
LEGISLATOR	PRESENT:	ABSENT:	
1. MAY	✓		Chairman Knapp called the meeting to order at 1:20 p.m.
2. ROWLEY	✓		
3. BURTIS	✓		
4. TASSONE	✓		
5. CODY	✓		
6. ABBOTT-KENAN	✓		
7. KUHN	✓		
8. RYAN	✓		
9. CHASE	✓		
10. HOLMQUIST	✓		
11. McBRIDE	✓		
13. BUSH	✓		
14. KELLY	✓		
15. KINNE	✓		
16. WILLIAMS	✓		
17. ERVIN	✓		
12. KNAPP	✓		
TOTAL:	17	0	



OFFICE OF THE MAYOR

MAYOR BEN WALSH

February 1, 2021

Leonardo Sanchez
515 Yale Avenue
Syracuse, NY 13219

Dear Leonardo,

Thank you for your interest in serving on the Human Rights Commission. Your appointment fills a current vacancy with a term to expire December 31, 2024.

Please contact the City Clerk at 315-448-8216 to confirm a convenient time for you to take the oath of office.

On behalf of the City of Syracuse, thank you for accepting this challenge and responsibility.

Sincerely,

Ben Walsh
Mayor

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



County of Onondaga
Office of the County Executive

J. Ryan McMahon, II
County Executive

ongov.net

March 4, 2021

Jamie McNamara
Clerk
Onondaga County Legislature
401 Montgomery Street
Room 407 Court House
Syracuse, New York 13202

**RE: County of Onondaga and its Sheriff and the Deputy Sheriff's Benevolent Association
Of Onondaga County, Inc. ("DSBA")
Request for Legislative Hearing and Determination**

Dear Ms. McNamara:

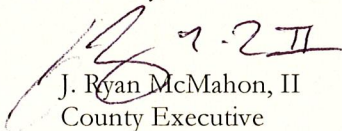
Pursuant to Section 209(3)(e) of the New York Civil Service Law, as the Chief Executive Officer of Onondaga County (the "County"), I hereby refer the above-referenced matter to the Onondaga County Legislature for the purpose of requesting that a public hearing be held for calendar year 2019. At the conclusion of each hearing, I request that the Legislature issue a legislative determination regarding the terms and conditions of employment for the DSBA bargaining unit members for this time period.

The most recent collective bargaining agreement between the County and DSBA expired on December 31, 2018. Following the expiration of that agreement, the parties engaged in negotiations for a successor agreement. This process proved unsuccessful and resulted in a bargaining impasse. The subsequent mediation process implemented by the New York Public Employment Relations Board ("PERB") was also unsuccessful, and PERB ultimately appointed Marc Reitz to serve as Fact-Finder. On February 22, 2021, Mr. Reitz issued his Fact-Finding Report and Recommendations (Attached hereto as **Exhibit A**). The Report and Recommendations are not acceptable as written, and are therefore rejected.

Pursuant to the Taylor Law, the Legislature is prohibited from imposing a settlement with terms that would diminish employee rights under the parties' expired collective bargaining agreement. As such, it is my recommendation that the Legislature settle this impasse with the following terms and conditions for calendar year 2019: 0% increase to wages and no other changes.

Thank you in advance for your participation in this important process.

Sincerely,


J. Ryan McMahon, II
County Executive

cc: Carl Hummel, Acting Commissioner, Dept. Of Personnel
Kevin Moore, DSBA President
Michael A. Tremont, Esq.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Fact-Finding Between the

DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION
OF ONONDAGA COUNTY, INC.

PERB Case No.
M2019-023

and the

REPORT AND RECOMMENDATIONS
OF THE FACT-FINDER

THE COUNTY OF ONONDAGA AND
THE ONONDAGA COUNTY SHERIFF.

Marc H. Reitz, Fact-Finder

Appearances:

Roy R. Galewski, Esq., for the County of Onondaga
and the Onondaga County Sheriff

Michael A. Tremont, Esq., for the Deputy Sheriff's
Benevolent Association of Onondaga County, Inc.

INTRODUCTION

By letter dated March 9, 2020, the undersigned was designated by the New York State Public Employment Relations Board (PERB) to serve as the fact-finder in the above captioned dispute. Prior to the appointment of the fact-finder, the parties had jointly met six (6) times, and then an additional three (3) times with the PERB appointed mediator.

The date of the undersigned's appointment virtually coincided with the start of the COVID 19 pandemic. Initial attempts to schedule a hearing date were necessarily delayed as the parties were addressing the myriad of issues relating to the impact of COVID. Following a conference call in late spring 2020 to discuss the timing and

procedures for the hearing, the parties exchanged final proposals that ultimately served as the positions advanced by the parties in this proceeding. Following their exchange of such proposals, the parties, on their own, also had an additional, albeit unproductive, discussion in relation to such proposals. In this report, the parties' positions will be set forth, and such positions have served as starting point for the fact-finder's considerations and recommendations.

BACKGROUND OF THE DISPUTE

The County of Onondaga is located in Central New York, and is comprised of nineteen (19) towns, fifteen (15) villages, and the City of Syracuse. The County's population is about 460,000 with the City of Syracuse, the largest municipality within the County, having about 142,000. There is a County Legislature with seventeen (17) representatives, and the County Executive is Chief Executive Officer and the Chief Budget Officer of the County.

The Onondaga County Sheriff is, like the County legislators and the County Executive, an elected official who is charged with all aspects of law enforcement in the County. Within the Sheriff's Department there are four (4) separate departments: the Police Department, the Custody Department, the Correction Department and the Civil Department.

For the purposes of the Taylor Law, the Onondaga County Sheriff and the County of Onondaga are a joint employer, and shall be referred to herein collectively as the "County".

The Deputy Sheriff's Benevolent Association, Inc. (hereafter either the "DSBA" or the "Union") is the exclusive bargaining representative for approximately 246

employees in a number of job classifications in the Custody and Civil Departments within the Sheriff's Department. The vast majority of the bargaining unit is employed in the Custody Department which is responsible for providing pre-sentence and post-sentence correctional services, including prisoner transport, for inmates committed to the care and custody of the Onondaga County Sheriff from federal, state and local courts in the County, the City of Syracuse, and the various towns and villages within the County.

The County and the DSBA have had a long and difficult bargaining history. Since 2000, the parties have been to fact finding three (3) times prior to the current dispute, and in each of the prior cases, as well as in the current situation, the fact-finder's recommendations came a couple of years after the expiration of the then applicable contract. In this instance, the parties' most recent 2013 - 2018 collective bargaining agreement expired on December 31, 2018, so the parties have been without an agreement for more than two (2) years.

The County has a long history of being fiscally sound as evidenced by its generally high credit rating. However, one of three (3) credit rating agencies slightly downgraded the County's credit rating (although it still remains an investment grade rating) and the State Comptroller, pursuant to its fiscal stress monitoring system, stated that the County is "susceptible to fiscal stress"¹. Additionally, the County has

¹ The State Comptroller has 4 levels of fiscal stress designation - no designation, susceptible to fiscal stress, moderate fiscal stress and significant fiscal stress. By the Comptroller's scoring the ranges for the three (3) designated categories of fiscal stress are 45 - 54.9 for susceptible to fiscal stress, 55 - 64.9 for moderate fiscal stress, and 65 - 100 for significant fiscal stress. (*New York State Comptroller Fiscal Stress Monitoring System Manual*)

The actual ratings for Onondaga County for the years 2019, 2018 and 2017 are 48.3, 45, and 48.3 respectively, which is at the lower end of the susceptible to fiscal stress level. (*New York State Comptroller Fiscal Stress Monitoring Search Tool*)

undertaken two recent changes seeking to enhance its fiscal position - a new residential energy tax and an increase in the hotel room tax².

However, the County's fiscal foundation has unquestionably been shaken by the recent COVID events as evidenced by the County's 2021 budget showing projected losses of nearly \$22 million in sales tax collections and more than \$24 million in anticipated state aid. Certainly *e-commerce* has increased the sales tax collections from that source, but as stores and restaurants have shut down, or have reduced had traffic, sales tax collections from brick and mortar activities have diminished. While no further job cuts are noted in the budget, throughout 2020 the County offered early retirement packages, and there were employee layoffs and furloughs.

One unique aspect of the County's revenue picture that was repeatedly referenced by the DSBA is that, unlike most other County departments, the Custodial and Civil Divisions of the Sheriff's Department produce considerable revenue for the County, thereby offsetting a significant portion of the costs of any wage and benefit increases for unit members. Such revenue ranged from a low of \$9,594,402 in 2015 to a high of \$12,232,170 in 2013. For 2019, the revenue generated by these divisions in Sheriff's department totaled \$10,251,438.

CONSIDERATIONS

While the Taylor Law is silent with respect to considerations to be utilized in rendering a fact-finding recommendation, the law does set forth considerations to be utilized by an arbitrator in an interest arbitration, and such factors serve as a good

² The County noted that the hotel room tax had to be approved by the governor, which it has not, and also is earmarked for the specific purpose of aiding in arts related activities in the County. Further, in today's COVID impacted environment, hospitality related business has certainly been significantly less than in prior years.

guidepost for fact-finding as well. Section 209.c.4.(v) of the Taylor Law provides that an arbitration panel shall consider the following:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

In addition, as the issues are analyzed and recommendations are made, the "burden" of justifying any change from the existing contract provisions will rest on the party seeking the modification. Thus, if there is language in the agreement, the party who wants to modify or eliminate the provision must submit sufficient justification to warrant the change.

Applying these criteria will be particularly challenging inasmuch as the parties have significantly different perspectives on the critical factors. While comparisons for the primary unit job title are relatively simple inasmuch as the duties and responsibilities for the front line custodial deputies in a pre-trial or pre-sentencing facility are likely closely comparable with those in other counties, the parties disagree as to the relevant universe for such comparison. For comparative data, the DSBA generally focuses on larger, and more urban, municipalities such as the areas around

Buffalo, Rochester and Albany, as well as on other larger counties claimed to be comparable to Onondaga County such as Broome County, Niagara County and Dutchess County. The County, in turn, focuses on geographic proximity by looking to Cortland County, Oswego County, Cayuga County and Madison County. Interestingly, neither party includes references to Oneida County despite the fact that such county likely fits within the considerations for both size and proximity.

Just as the parties seem apart on the applicable bases for contract comparisons, so, too, do they differ, significantly, on the financial ability of the County to fund any settlement. At this point, suffice it to say the County speaks at length about the impact of the COVID pandemic on County finances, while the DSBA addresses the new sources of revenue that will be, or may be, coming to the County (Amazon PILOTs and/or real property taxes, an increased hotel tax, residential energy tax, federal stimulus funding), the County's fund balance (\$70,400,000 in 2019 and, according to the DSBA, approximately \$77,000,000 in 2020³), and the County's overall healthy credit rating. Both of these points will be addressed, and expanded upon, when the issue of salary increases is discussed in greater detail.

The one issue that the parties do seem to agree upon is that the duties and responsibilities of the deputy sheriffs in the pre-detention, post-sentencing facility, and particularly during the time of COVID, are trying. The deputies are clearly essential workers who must report to work even while a number of their County compatriots have employment that enables them to work from home. In addition, the physical,

³ While the County did not directly address the 2020 surplus, it did introduce an exhibit showing that the projected expenditures for 2020 exceeded the projected revenues by \$18,032,598, and noted a final determination of any surplus for 2020 would not be known until the "books" for 2020 were fully closed.

mental and emotional difficulties of their work environment are exacerbated due to the space limitations, as well as the possibility of COVID spreading to the deputies, and possibly thereafter to their families. The DSBA included a number of articles and other data relative to detention centers and correctional facilities highlighting the problems that exist throughout the country in these facilities, as well as in the Onondaga County facility as well. In some cases, the COVID conditions have made difficult conditions even harsher such as when the County had to confine inmates in their cells and bring them their food there, rather than letting them congregate in their usual eating locations in their assigned housing pods.

The DSBA also noted that in Monroe County custody deputies, along with a myriad of other employees, were recognized as essential workers, and given enhanced pay in recognition of the difficulties in fulfilling their positions during the pandemic. While not addressing any additional compensation, the County, in its presentation at the hearing, as well as in its brief, has repeatedly acknowledged the difficulties faced by DSBA bargaining unit members.

OPEN ISSUES TO BE ADDRESSED⁴

The issues raised for this hearing will be addressed separately with a brief summary of each of the parties' position with respect to such issue. That will be followed by their rationale in support of such position, then the undersigned's analysis, and ultimately my recommendation on that issue. Upon the conclusion of this report, a

⁴ The issues will be grouped together for comparative purposes, with the **County's position being in bold face type** and the *DSBA's position in italics*. The party initially making the proposal shall be listed first.

While the proposals were set forth as "packages" they will be addressed herein individually, with the ultimate recommendation being framed as a package.

summary of the various recommendations shall be set forth in order for the parties to have a ready reference of the conclusions.

1. Work Limitations and Restrictions Procedure (WLRP)

County - Delete and Void the following:

- **Work Limitation and Restriction Procedure**
- **Physician's Certification Report as to Work Limitation or Restriction**
- **Procedure - Verification of Work Limitation or Restriction**
- **Permit an employee to refuse ordered overtime four (4) times each year**

DSBA - 2 Options

Option 1 -

WLRP to be available only to those employees with 3 or more years seniority

All unit members can refuse ordered overtime 6 times per year

Overtime can be in 4 hour increments

Option 2 -

Eliminate WLRP for all employees

20 year retirement plan for all unit members

All unit members can refused ordered overtime 6 times per year

Overtime can be in 4 hour increments

From both parties' perspectives, this issue, along with the salary considerations, may well be the most problematic. Each party, at the hearing and in their post hearing briefs, has spent considerable time setting forth its rationale. Essentially, the WLRP establishes that, subject to the employee obtaining medical verification of his/her disability, such employee can be exempted from mandatory overtime assignments, but may, again subject to his/her physician's determination, continue to be eligible for voluntary overtime. Any medical limitations must be reviewed and, if applicable, re-certified every sixty (60) days. While the County may require an independent medical

examination to validate the findings of the employee's physician, if the County's examining physician disagrees with the findings of the employee's physician, a third physician, essentially chosen by the employee, will make the final determination.

By removing such provision completely, employees with a disability would have only the substantive and procedural protections accorded by the Americans with Disabilities Act (ADA) and/or the New York Human Rights Law, and would be available for mandated overtime when required.

This provision has been a part of the contract since 1997, and has been the source of continuing disputes since that time. This issue was addressed by the Fact-finder in the 2010 report, and has also been the subject of two (2) arbitrations and one (1) court proceeding.

In support of its proposed change, the County introduced significant documentation as to the perceived inequities of the current provision, and what it alleges as abuses of the current procedures. The County provided documentation to demonstrate that 72% of all custody employees have work related limitations, with the vast majority of the limitations permitting only voluntary overtime. More specifically, for 78% of the jail deputies, 57% of the Sergeants, and 11% of the Lieutenants who have a work related disability, the sole limitation is that he/she is only available for voluntary overtime..

The County also provided information to show that for the past five (5) years, fifty seven (57) employees had satisfactorily completed their probationary period. Of the fifty seven (57) employees, forty nine (49,) or 86% of that group, have an active work restriction. Eleven (11) employees obtained the work restriction within seven (7)

days after completion of probation; another eight (8) employees obtained the work restriction within thirty (30) days after completion of probation; an additional fifteen (15) employees obtained the work restriction within 180 days after completion of probation; twelve (12) more employees obtained the work restriction within one (1) year after completion of probation; and the final three (3) employees obtained the work restriction one year or more after completion of probation. The County further stated that the inability to mandate needed overtime, and thus adequately staff the facilities, is most prevalent on weekends, during the summer months, and during hunting season.

The County also introduced documentation for 2019 and 2020 showing the actual use of overtime, the amount of overtime that went unfilled, and the distribution of the overtime amongst the unit employees. In 2019, there were 84,371 hours of overtime actually worked and 14,856⁵ hours of needed overtime that went unfilled. In 2019, eighty (80) staff members (or 30.1% of all unit members) worked 373 or more hours of overtime (with eleven (11) working more than 1,000 hours of overtime), another 33% of the unit worked between 100 and 373 hours of overtime, and twelve (12) unit members did not work any overtime at all.

The County introduced similar statistics for 2020 which showed a significant reduction in the total overtime with 53,838 hours of overtime actually worked, and 5,755 hours of unfilled overtime needed, but not worked. Sixty five (65) staff members (or 26.9% of all unit members) worked 246 or more hours of overtime (with seven (7) working more than 1,000 hours of overtime), another 24.4% of the unit worked between

⁵ It is the unfilled overtime that represents the amount that would be mandated overtime if the County had such option, and that is the cause of the County's concerns for the safety and welfare of staff and inmates by not having adequate staffing.

100 and 246 hours of overtime, and twenty two (22) unit members did not work any overtime at all.

Finally, the County contends that the Union essentially acknowledged, through its former President, that the WLRP is the "holy grail" of the contract because it protects employees from overtime abuse by the County. The same former President also allegedly stated that the WLRP is important for the unit member's quality of life.

In response the DSBA asserts that the County has numerous unfilled custodial deputy vacancies, and that filling such vacancies will reduce the need for such overtime. While filling the vacancies probably would not completely eliminate the need for overtime, it would likely significantly reduce the amount of overtime required, both voluntary and mandated.

The DSBA also strongly disputes the County's contention that the medical restrictions its members have received are not legitimate. The DSBA emphasizes that the employee is required to obtain medical verification for the restriction, and such certification must be renewed every sixty (60) days. Further, the County can challenge the medical certification, and require an independent medical examination by a physician designated by the County. Then, if the County's physician does not concur with the restrictions, a third examination may be requested by the employee, with the employee effectively selecting the third physician. Thus any challenged restriction will be validated only if two (2) out of three (3) examining physicians conclude that such restriction is required.

Finally, the DSBA makes clear that this provision has existed for nearly 25 years, and that the County has sought, and been rebuffed, on a number of occasions when it

sought to either bargain or unilaterally alter the provision. The DSBA notes that any change in the WLRP provision must be collectively negotiated, and that a change of such long-standing benefit warrants financial reward for reducing or modifying the benefit.

The DSBA has set forth two (2) alternatives for addressing the proposal. The first is to limit the benefits of such provision only to those employees with three (3) or more years of service with the County, to further limit the number of times the employee can be mandated to work overtime to six (6) times each year, and to permit such mandated overtime in four (4) hour increments. The other alternative, in exchange for a very costly pension improvement, would completely eliminate the clause for all bargaining unit members, but again with the same limit that the employee can be mandated to work overtime only six (6) times each year, and again to permit such mandated overtime in four (4) hour increments,

Outside of salary, and maybe even on a par with salary, this issue is of paramount importance to both parties - the County to radically change the policy, and the DSBA to retain a significant benefit for its employees, or, at the very least, to receive significant compensation in exchange for limiting the benefit.

In the undersigned's opinion, the County has to set forth valid reasons for some modification of the WLRP provision. When 14.9% of the needed overtime hours could not be filled in 2019, and 8.9% of the needed overtime hours could not be filled in 2020, it is very possible that there were times that employee and/or inmate safety may have been jeopardized, or staffing mandates could not be met. Further, the documentation provided by the County with respect to how quickly the employees

seek to utilize such benefit upon completion of the probationary period is compelling. That said, however, it is also very easy to understand the bargaining complications of trying to completely remove a longstanding and valuable employee benefit. The DSBA has demonstrated some willingness to address the issue by either limiting the applicability of such clause to only the most junior members of the unit, or removing the provision completely in exchange for the County providing a significant economic benefit to all members by way of a costly pension enhancement.

While not minimizing the importance to the provision to the DSBA, nevertheless the Union has made proposals that would limit its applicability. On the other hand, the County's position suggests that they must "have it all." Labor relations does not often work that way; significant changes, if they occur at all, are usually gradual and incremental unless either the provision is totally outlandish, or there is a significant other benefit to grant in its place; in this dispute, the County has done neither.

While I do understand that the parties have had significant discussions around this issue, and may have explored some compromises, I do not know what has been discussed or where such discussions have led; what I do know is that there have been no agreements on this issue.

I see three (3) areas that the parties might consider, and I believe that two (2) of the three (3) should be included in the successor agreement, with the third being an avenue to explore for possible future modifications.

First, I would recommend that a modification be made to the Work Limitation or Restriction (WLRP) language, specifically to Section III. A. Rather than the unit member selecting the third physician to do the final examination, the examination should be

conducted by a physician on a pre-approved, and jointly determined, panel. The County and the DSBA should promptly establish the medical areas in which the WLRP claims are most prevalent, and a panel should be established for each medical area. Each medical panel should consist of three (3) physicians specializing in that area of medical practice. Then when the need arises for a third examination, the examining physician should be selected on a rotating basis. However, if the doctor next up in the rotation is a member of the same medical group as the employee's personal, or the County's examining, physician, such physician should be bypassed and the next physician on the rotating panel should be designated. For example, if the employee has an orthopedic issue and his/her treating physician is a member of the Syracuse Orthopedic Specialists (S.O.S.) group, and the panel member next in line for selection is a member of S.O.S., such physician would be passed over and the next physician would be selected.

The use of a neutral physician is consistent with the means by which a number of controversies existing between the parties are resolved. For example, the Grievance Procedure ends in binding arbitration with the arbitrator jointly selected by the parties. Similarly, the appeals procedure relating to Section 207-C claims requires mutual agreement between the DSBA and the County to select the hearing officer. The above recommendation is an attempt to use the same concept for the selection of a mutually agreeable examining physician for final resolution of WLRP disputes.

The second recommendation is to incorporate and expand on the first option suggested by the DSBA - namely that employees with less than three (3) years of service will not be eligible to use the WLRP process to avoid mandatory overtime

assignments. However, unlike the DSBA proposal, I am recommending that rather than employees with less than three (3) years of service be excluded from such benefit, employees with less than four (4) years of service be precluded from making WLRP claims. Further, I concur with the DSBA and recommend that mandatory overtime assignments for the less senior group of employees be limited to six (6) times each year. Hopefully more than six (6) such assignments will not be required, but with significant overtime opportunities unfilled, I am hopeful such change will enable many more needed assignments to be filled. Of course, mandating overtime will only be utilized after attempts to fill such slots on a voluntary basis are exhausted, or possibly precluded by the timeliness of the need. Clearly, however, every effort should be made to fill the overtime opportunity with a volunteer before mandating the assignment.

Finally, no evidence was introduced as to the reasons for the DSBA to propose that overtime can be in four (4) hour increments. However, I would suggest that the parties discuss the rationale for such limitation, but if the parties are unable to agree, then no such limitation should be included within the agreement.

The two (2) alternatives set forth above are items that can be implemented more easily. The final suggestion may require more time and discussion between the parties, and may not even be workable. I would recommend that the parties explore whether it would be feasible to state, in essence, that for every X number of hours of voluntary overtime worked by a unit member, the employee must accept one (1) shift of mandatory overtime. For example, and as an example only, if an employee works sixty (60) hours of voluntary overtime, he/she must be available for a mandatory overtime assignment before he/she is eligible for any more voluntary overtime. Then, if and when

the employee has worked 120 hours of voluntary overtime, he/she must accept another mandatory assignment. The parties can explore the feasibility of such concept and, if practicable, can look at the various trigger points and the procedures for assignments.

2. Drug and Alcohol Testing

County - An extensive new policy with the following changes from the initially proposed policy

No "reasonable suspicion" testing unless a person certified to make such judgment determines there is a reasonable suspicion (such as, but not limited to, a police officer)

All testing will be by a third party vendor laboratory

The County will pay for all testing required by the policy

DSBA - In addition the DSBA wants

1st offense will result only in treatment and not any discipline

The parties are relatively close on this issue with the only point of disagreement, albeit a major point, being the DSBA insistence that a first offense will result only in treatment, and not discipline. The County points out that the police unit of the Sheriff's Department has the same provision that the County seeks to add to this unit, as do many neighboring municipalities.

While sympathetic to the idea that in the first instance, personal drug and alcohol issues warrant treatment rather than discipline, there may well be cases where some stronger action is warranted; these should be determined on a case by case basis. As such, I would recommend the inclusion of language that would reiterate, in essence, that the burden of proof is on the County, if challenged through the grievance procedure, to demonstrate to the arbitrator that an outcome other than merely

treatment is required. Thus the County would have the right to seek discipline and have an arbitrator review the circumstances to determine if some disciplinary penalty, in lieu of, or in addition to, treatment is warranted. As possible examples, but certainly not all inclusive, if the drug or alcohol use occurred in a situation where the safety of other staff or inmates is directly jeopardized by the employee's actions, or where such actions constitute criminal conduct, then some form of discipline may be warranted.

3. Article 24 - Watch/Unit Assignment Procedure

County -

1. **Paragraph "4" -**

Remove the requirement that unit assignment request and requests for watch transfer within a unit must be executed during the month of January. Such requests may be executed throughout the year, allowing members to move to bidder positions as positions become open.

2. **Paragraph "6(B)" - Modify the second sentence to read as follows:**

However, the member may be required to accept an assignment until such time as the requested assignment is available.

3. **Add the following to Article 24**

Nothing in this Agreement shall impact the right of the Employer to temporarily transfer qualified members to perform assignments as deemed necessary by the Employer. Such temporary transfers need not follow the procedure in Article 25 - Watch/Unit Assignment Procedure.

DSBA -

Agreeable on ## 1 and 2 with understanding that such language is applicable "upon retirement, resignations transfer; replacement can be filled at any time of the year.

Does not agree with #3.

Since there is disagreement with only a part of the proposal, I will limit discussion to that issue only. As part of its justification seeking the right to make temporary transfers, the County gave an example relating to a member of the bargaining unit who provides weapons training to members of not just this unit, but the police deputies as well.

It would seem that the County should be able to specify what situations would arise requiring the particular expertise of a unit member, as well as the likely duration of the assignment. Some flexibility is certainly appropriate to maximize the unique skills of certain bargaining unit members, and that should be permitted.

As such, I would recommend that annually the County designate the employee(s) who might be subject to such temporary transfers, and the expected duration of the temporary transfer. In the event that a circumstance arises that was not initially contemplated, the County should meet with a DSBA representative to explain why such transfer is necessary, and the expected duration of the assignment. If the DSBA disagrees and the County still makes the assignment, the DSBA can grieve the assignment and the burden shall be on the County to demonstrate the necessity for the assignment.

4. Article 13 - Attendance Premium

County -

Effective January 1, 2021 modify the schedule in Article 13(A) to delete "Column 2 divided by 6" and replace with "Column 2 divided by 4" Modify the schedule in Article 13 (A) to delete "block of 6" and replace with "Block of 4". Any references to "divided by 6" to read "divided by 4". Update the example accordingly.

DSBA -

The DSBA accepts the proposal but additionally requests the deletion of Article 13(D) which "significantly reduces" the benefit for anyone hired after August 2, 1999, with 71% of the bargaining unit hired after that date.

This is a provision that rewards employees for their accumulated sick leave. The possible benefit received by employees hired prior to August 2, 1999 has the potential to be greater than the benefit for those unit members hired after that date, and the DSBA seeks to equalize such benefit for all unit members.

The key issue in this instance is whether to eliminate the provision which "grandfathered" the enhanced benefit to only those employees hired before August 2, 1999 and have such benefit available to all unit members. The County has noted that the current provision is the same provision, with the "grandfathering" provision, that is in place for members of the police unit.

A "grandfathered" provision is usually a compromise when one party seeks to eliminate a benefit while the other seeks to continue that benefit, at least for those employees on the payroll at that time the provision was modified. This was presumably a benefit that the County sought to either modify or eliminate, and, likely as a compromise, the "grandfathering" was added to protect those employees then employed. The fact-finder is reluctant to modify a provision that the County previously sought, and the DSBA acquiesced in, so the fact-finder recommends no change to the existing benefit, other than the portion the DSBA has previously agreed to.

5. Article 11 - Holidays and Holiday Premium Pay

DSBA - Off-duty staff who volunteer to work on Thanksgiving, Christmas or New Years' Day shall be paid double time.

County - Replace existing paragraph "D" with the following

Payment of earned holiday premium pay to eligible members shall be made by the County in the payroll period following the date holiday pay was earned.

Both parties have suggested a change to this provision, albeit on different elements of the provision. Currently there are twelve (12) paid holidays. All employees are paid eight (8) hours for the listed holidays, regardless of whether they work the day or not. If the employees works any of the ten (10) holidays (excluding Thanksgiving and Christmas) the employee also be paid for the hours actually worked on such holidays at straight time, as well as being paid the eight (8) hours holiday pay. For Thanksgiving and Christmas (apparently regardless of whether the day is a scheduled day or is worked as voluntary overtime) the employee receives the eight (8) hours of holiday pay plus time and one-half for all hours actually worked on Thanksgiving or Christmas. Payment for the twelve paid holidays is made in a separate payroll check in late November/early December.

After reviewing the actual language in the current contract with the DSBA proposal, it is difficult to fully ascertain the impact of the Union's proposal. The current language provides at Article 11, Section A.2.

2. Christmas Day and Thanksgiving Day:
 - . one and one-half times the member's regular rate of compensation for all hours worked; and
 - . eight hours straight time holiday premium; and
 - . Any other premiums so earned.

The DSBA apparently wants an employee who is otherwise off duty, but volunteers to work on Thanksgiving or Christmas (and now New Years' Day) to be paid double time, instead of time and one-half for Thanksgiving or Christmas, or straight

time for New Years Day. If employees are scheduled for such work, then the DSBA would have a different rate of pay for the volunteers (double time) than those employees scheduled to work the holiday at time and one-half for Thanksgiving and Christmas, and straight time for New Year's Day. The County opposes such proposal due to its increased costs as well as the lack of any operational justification for the change.

The County, in turn, wants to eliminate the lump sum payment in late November/early December, and pay the holiday pay in the regular bi-weekly paycheck that follows the holiday. The County argues there is no economic impact for the employees since the pay actually received will be the same. The DSBA contends there is a benefit for the DSBA members to get an additional single check shortly before the holiday season.

The fact-finder recommends that both proposals be dropped and the language remain as in the current agreement.

6. Article 7(A) Overtime Compensation - Compensatory Time

DSBA -

Increase rolling maximum balance of forty (40) hours to eighty (80) hours.

County - Opposed.

The rolling compensatory time with a maximum accrual of forty (40) hours allows an employee to elect time off, up to the forty (40) hour maximum, in lieu of compensation. The DSBA notes that many of the contracts provided from other jurisdictions allow significantly more hours to be accrued. Oswego County (up to 100 for the majority of the employees), Madison County (60 hours), Niagara County (100

hours) and Dutchess County (480 hours) all allow for a greater number of compensatory hours to be accrued.

The County is opposed to any increased accrual because of the difficulties that already exist with respect to scheduling and overtime. The County believes that increasing allowances for time off by increasing the maximum accrual of compensatory time off will only exacerbate the overtime problem that already exists.

The DSBA has shown that on a comparative basis, Onondaga County is on the low side for the maximum compensatory time allowed to be accrued. The fact-finder recommends that, effective January 1, 2021, a modest increase from the current forty (40) hours maximum accrual to sixty (60) hours maximum accrual.

7. Article 12 - Shift Differential

DSBA -

Increase from \$.65 per hour to \$1.00 per hour retroactive to January 1, 2019.

County -

Increase from \$.65 per hour to \$.85 per hour effective January 1, 2021.

The County is concerned with the cost impact of the proposal. However, the comparative data suggests that the amount sought is not out of line when compared with other municipalities. In fact, even for Onondaga County's own employees, the shift differential is significantly higher than what has been offered to the DSBA members. The shift differential specified in the 2016-2019 CSEA contract is \$1.10 for all hours on working a work shift between 3:00 p.m. and 7 a.m., and the shift differential for the police unit in the Sheriff's Department is \$1.00 per hour, and apparently has been since

2015. Custodial deputies in Broome County receive \$.90 per hour, custodial deputies receive \$1.50 per hour in Erie County.

As such, and in spite of the additional cost, the DSBA proposal to increase the shift differential from \$.65 per hour to \$1.00 per hour, retroactive to January 1, 2019, is recommended. This change is particularly warranted since it will make the rate more consistent with other County bargaining units.

8. Article 37 - Longevity

DSBA -

Increase current longevity payment from \$800 to \$1,000 retroactive to January 1, 2019

County - Opposed.

The DSBA has introduced contracts from other municipalities which generally show a higher rate of compensation for long time employees in similar positions. A review of contracts from Oswego, Broome, Monroe, Niagara and Madison show rates higher than exist within the DSBA contract.

The County opposes the change due to its cost. The County further opposes the change arguing that longevity pay is usually an incentive to retain senior employee, and the County has no problem retaining employees.

This is a modest change to benefit career employees, and it is recommended that it be initiated effective January 1, 2019.

9. Article 29 - Grievance Procedure

DSBA

Eliminate Step 1 of the Grievance Procedure (Division Chief) and initiate the grievance directly with the Sheriff or the Sheriff's authorized designee.

County - Opposed.

The DSBA claims that Step 1 of the Grievance Procedure is essentially useless since rarely, if ever, is any issue addressed at this level without the input of the Sheriff or his designee.

It is the undersigned's opinion that the best road to a good, long term working labor relationship is to try to solve problems at the lowest level possible. The elimination of Step 1 of the Grievance Procedure goes against this well respected maxim in labor relations; therefore no change is recommended to this provision.

10. Salary and Duration

DSBA - a four year agreement to expire December 31, 2022 with the following retroactive wage increases:

Effective January 1, 2019 - 2.5%

Effective January 1, 2020 - 2.5%

Effective January 1, 2021 - 2.5%

Effective January 1, 2022 - 2.5%

County - a three year agreement to expire December 31, 2021 with the following wage increases:

2019 - 0%

2020 - 0%

Effective January 1, 2021 - 2%

While there are a number of issues separating the parties, perhaps there is no single issue with such a wide disparity in the parties' respective positions. While both

parties agree that the custodial deputies work hard under conditions that are trying at best under "normal" circumstances, but which are exacerbated by COVID pandemic, when it comes to the necessary considerations required to reach a settlement, the parties could not be further apart. The County asserts that, due to the financial impact caused by the COVID pandemic, there is virtually no money available to support the demands of the Union. Conversely, the DSBA argues that the County should have no difficulty funding the modest increases sought, particularly since this unit is one of the few County departments that produces significant revenue.

I generally agree with the Union that the County has had, and continues to have⁶, a solid financial history, and there are some prospects for new revenues - from Amazon for its new warehouses, through an increase in the hotel tax and the imposition of a residential energy tax, through the increased collection of back taxes, and through possible stimulus funds from the federal government. While some of those elements may generate increases in some revenue streams, and even substantial long-term benefits to the County, the realities for a couple of the items, such as the hotel tax requiring the Governor's approval, and Congress possibly (although it is now looking more likely) passing a stimulus package⁷, are far less certain. Also, some of the items referenced by the Union, such as increased collection of back taxes, may also be more

⁶ In its 2021 Executive Budget, the County has noted:

Onondaga County is rated double A+ (AA+) by Fitch Ratings, double AA (AA) by Standard & Poor's and Aa3 by Moody's Investor Service, the nation's three leading credit agencies. The Double A+ - double A stable ratings mean that bonds sold by Onondaga County are considered very high quality or "investment grade."

⁷ The amount of any stimulus is, at least through the information provided through the hearing, completely unknown at this time. Also, as Steve Morgan, the County's Chief Fiscal Officer, noted at the hearing, it is unknown what impact, if any, the receipt of stimulus funds would have on state aid.

of a “one shot” increase that does not have as great a continuing value. While there are some positive signs for the County, the economy has clearly slowed due to the COVID pandemic. Sales tax collections are down (and Destiny USA has been struggling to attract the public and retain its tenants), there has been a loss in County employment (even though it is hoped there will be no further layoffs,), and COVID clearly has had a significant adverse financial impact on the County resulting in lower expenditures and lower revenues as evidenced in the County’s 2021 budget. As is often the case, the current dispute exemplifies the traditional problem of “ability to pay” versus “willingness to pay”. This traditional problem is enhanced by the timing of the bargaining process in that COVID’s impact has arisen virtually in the middle of the ongoing negotiations between the parties.

On the issue of comparability, the DSBA argues that primary consideration should be given to comparable urban/metropolitan regions such as Albany, Buffalo, Rochester, Binghamton and Poughkeepsie, while the County directs its focus to the geographical neighbors of Madison, Cortland, Cayuga and Oswego Counties. As previously noted, neither party references any information from Oneida County which may provide the closest urban/metropolitan comparison. Even when trying to compare contracts, it is difficult since not all municipalities have contracts in place for the same periods, and even trying to establish a long term pattern is difficult.

In comparing salary information, two aspects of such comparison are important. The first is the raw salary information itself, and the second relates to the salary increases given by the municipalities. To try to get a common base, the fact-finder has looked most closely at the Counties which show the following information for 2019

which represents the year that all noted counties had a contract in place:

<u>County⁸</u>	<u>Maximum Rate Deputy</u>	<u>Maximum Rate Sergeant</u>
Broome	67,215	73,933
Niagara	67,683	75,005
Monroe	67,121	77,860
Albany	62,838	66,192
Erie	72,921	79,652
Oswego	53,061	55,765
Madison	48,677	55,931

Under the County's proposal of 0% increase, the maximum rate for custodial deputies for 2019 would be 60,695 and for Sergeants would be 69,392. With the DSBA's proposed increase of 2.5% the 2019 rate for Deputies would be 62,212 and for Sergeants would be 71,127.

The second relevant consideration is what rates of increases have been and will be made to the other contracts. To the extent that it could be determined from the data submitted, or gathered independently, the following were the salary increases for relevant periods:

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Broome							2.25	2.25	2.50	2.50	2.50
Niagara ⁹		2.00	2.00	2.00	2.00	2.50					
Monroe ¹⁰					2.50	1.50	1.50	7.50	2.00		
Albany				1.00	0	2.00	2.00	2.50			
Erie							2.50	2.25	2.00	2.00	
Oswego					2.00	2.00	2.00	2.00	2.00		
Cortland							1.00	2.00	2.00	2.00	2.00
Madison							2.00	2.00	2.00		

⁸ It was difficult to determine salaries for all the municipalities cited by the parties, but particularly for a year when all the municipalities had a salary plan in place, so this listing is representative of municipalities included by each party.

⁹ The Niagara County contract actually covered the period 2012-2019, with no wage increases in 2012, 2013 and a \$2,750 wage payment not added to the salary schedule in 2014.

¹⁰ The Monroe County contract actually covered the period 2013-2022 apparently with no wage increases in 2013-2017.

In addition to the rates of increases to employees in comparable positions in comparable jurisdictions, it is also appropriate to look internally as to what the County has done for other County employees in the comparable period.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Police Deputies					2.50	2.50	2.50		
CSEA			2.00	2.00	2.00	2.00	0	1.00	2.00
NYSNA	1.75	1.75	2.00	2.00	2.00	2.00	2.00		
CNNYBTC (Building Trades)	2.00	2.25	2.25	2.75	2.75				
DSBA	2.00	2.50	2.75	2.75	2.75				

The County is also seeking a significant benefit change with respect to the WLRP policy at the same time it has offered a wage increase significantly less than any other localities, whether they be the small adjoining counties or the larger, more urban counties, as well as less than given to some County employees. While much of the information set forth above compares wage increases that were likely in place well before the ravages brought about by the COVID pandemic had occurred, such numbers can not be totally ignored. Conversely, it is important to look at how post pandemic negotiations have been impacted, and the County's own CSEA example, apparently without any "givebacks", must be considered by both the County and the DSBA.

With those considerations, I would make the following recommendation with the hope that such proposal be strongly considered by the parties:

January 1, 2019	increase the salary schedule by 1.25%
July 1, 2019	increase the salary schedule by 1.25%
January 1, 2020	increase the salary schedule by 1.00%
January 1, 2021	increase the salary schedule by 1.25%
July 1, 2021	increase the salary schedule by 1.25%
January 1, 2022	increase the salary schedule by 2.00%

This proposal is premised upon a number of considerations. First, to the extent reasonably possible, DSBA members should remain in close proximity to their compatriots around the state, and such comparability should be viewed from the perspective of the percentage of the increase, rather than the absolute dollar difference. Any raises should strive to maintain approximately the same percentage differential in the future. While the actual dollar gap may increase, the objective should be to stay relatively closely aligned with the percentage difference. Looking at the chart above for the period from 2019 forward shows that many of the increases in place for the listed municipalities are generally in the range of 2%¹¹.

The next consideration is to try to balance the goal of striving for comparability with other deputies with the County's legitimate fiscal concerns. By having "split" increases for 2019 and 2021, the cost to the County for that year is less than if the full increase were implemented on January 1, yet the rate of pay rises to the same level, albeit with a six (6) month delay in attaining the rate. The shift differential and the longevity increases would be retroactive to January 1, 2019 to maximize the economic benefits when the following year's overall salary increase is diminished.

The 2020 increase of 1% is premised on the impact of the COVID pandemic being the greatest in that year, but still recognizing that some effort to maintain comparability is important. Additionally, the custodial deputies are directly impacted by COVID at least as much as, and possibly more than, any other class of County employees.

¹¹ it could not be determined whether any of the listed contracts were settled after the onset of the COVID pandemic, with its impact on municipal finances.

The two years with the split increases of 1.25% in January and July (2019 and 2021) are intended to make an effort to maintain comparability with other area settlements, particularly with custody deputies, and the final year of the 2% increase is based upon the many 2% increases that appear to be prevalent through the area, including with the County's CSEA unit. For the four (4) year period, salaries will be eight per cent (8%) higher than in 2018.

The next consideration is that in order to obtain some of the concessions sought by the County, that something significantly more than their last offer is required. While this recommendation does not reach the level sought by the Union, it does strive towards that level. Additionally, it is very possible that post COVID negotiations for those municipalities that have a contract in place may see the level of increases be diminished from the current levels due to the ongoing impact of COVID on their respective county budgets.

Finally, a four (4) year contract is recommended since if the parties were to settle a three (3) year contract, they would be right back at the bargaining table upon the execution of such agreement. Additionally, the County has already shown a willingness to establish financial obligations for 2022 as evidenced by the recent settlement with the CSEA.

11. Other proposals were submitted by the parties and were ultimately agreed to; thus they will not be addressed in this report. The issues agreed upon are as follows:

Article 20 - Work Schedules for Transport deputies

New Article - Pay Cycle - One Week Lag - modify the pay cycle to ensure both regular and overtime pay are on the same one week lag.

SUMMARY OF RECOMMENDATIONS

1. Work Limitations and Restriction Procedure

- a. Implement a procedure for the third physician to be mutually agreed upon by the DSBA and the County; and
- b. Make WLRP available only to employees with four (4) or more years of County service, and limit the number of mandatory assignments to six (6) each year; and
- c. Discuss the possibility of providing that after X number of voluntary hours of overtime, such employee can be assigned one (1) short of mandatory overtime.

2. Drug and Alcohol Policy

Implement County recommendations but with a *caveat* that justifying any disciplinary action, rather than just, treatment, rests firmly with the County.

3. Assignments

Allow temporary transfers but the County must specify, in advance, who may be temporarily transferred, and for how long the transfer will last.

4. Attendance Premium

Implement the change in calculation, but withdraw Union demand to expand its coverage.

5. Holidays and Holiday Pay

Both parties should withdraw their respective proposals.

6. Overtime Compensation (Compensatory Time)

Increase maximum accrual from forty (40) hours to sixty (60) hours beginning in 2021.

7. Shift Differential

Increase from \$.65 to \$1.00 per hour effective January 1, 2019.

8. Longevity Pay

Increase from \$800 to \$1,000 effective January 1, 2019.

9. Grievance Procedure

The DSBA should withdraw its proposal

10. Salary and Duration - four (4) year contract retroactive to January 1, 2019

January 1, 2019	increase the salary schedule by 1.25%
July 1, 2019	increase the salary schedule by 1.25%
January 1, 2020	increase the salary schedule by 1.00%
January 1, 2021	increase the salary schedule by 1.25%
July 1, 2021	increase the salary schedule by 1.25%
January 1, 2022	increase the salary schedule by 2.00%

Respectfully submitted:



Marc H. Reitz

Dated: February 22, 2021



County of Onondaga
Office of the County Executive

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

Phone: 315.435.3516 Fax: 315.435.8582

www.ongov.net

J. Ryan McMahon II
County Executive

Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

March 8, 2021

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Article XIII, Section 1301, of the Onondaga County Charter and Administrative Code, I hereby appoint, subject to confirmation of the County Legislature, Carlton Hummel, as Commissioner of Personnel, effective Wednesday, April 7, 2021.

APPOINTMENT:

Carlton Hummel
8404 Anglers Club
Cicero, New York 13039

TERM EXPIRES:

March 2, 2022

Please schedule the appropriate review for the March committee and place Mr. Hummel's nomination on your Session agenda for confirmation on Tuesday, April 6, 2021.

Your confirmation of this appointment will be greatly appreciated.

Sincerely,


J. Ryan McMahon, II
County Executive

cc: Honorable Tim Burtis, Chair, Ways & Means Committee
Honorable Lisa Dell, County Clerk
Jamie McNamara, Clerk, County Legislature
Yvette Velasco, Esq., County Attorney



County of Onondaga
Office of the County Executive

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

Phone: 315.435.3516 Fax: 315.435.8582

www.ongov.net

J. Ryan McMahon II
County Executive

Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

March 18, 2021

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Section 1903 of the Onondaga County Charter, and in accordance with Section 7 of the Soil and Water Conservation District Law, I have appointed, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County Soil and Water Conservation District Board:

APPOINTMENT:

Jessi Lyons
3162 Midland Avenue
Syracuse, New York 13205

TERM EXPIRES:

December 31, 2023

Jessi Lyons will replace Spencer Given's expired term.

Your confirmation of this appointment would be greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Ryan McMahon II", is written over a horizontal line.

J. Ryan McMahon, II
County Executive

cc: Legislator Casey Jordan, Chair, Environmental Protection Committee
Yvette Velasco, Esq., Law Department
Jaime McNamara, Clerk, County Legislature

April 6, 2021

Motion Made By Mr. Burtis

RESOLUTION NO. 34

REQUESTING NEW YORK STATE TO AMEND SECTION 931 OF THE REAL PROPERTY TAX LAW TO INCLUDE MORTGAGE INVESTING INSTITUTIONS AND AUTHORIZE THE SINGLE PAYMENT OF SCHOOL AND VILLAGE TAXES IN THE MANNER PROVIDED THEREIN

WHEREAS, pursuant to New York State Property Tax Law (RPTL) § 931, the Onondaga County Treasurer is authorized to receive a single payment from certain utility corporations to satisfy the tax owed for multiple parcels within the County; and

WHEREAS, pursuant to RPTL § 955, mortgage investing institutions, as that term is defined in RPTL § 952, may pay to the local collection officer taxes due on multiple properties within such officer's jurisdiction by single instrument; and

WHEREAS, mortgage investing institutions and utility corporations are typically responsible for paying taxes on multiple properties located within a county and its municipal subdivisions, yet mortgage investing institutions, unlike utilities, are not permitted to pay taxes by single instrument on a county-wide basis; and

WHEREAS, the single payment of taxes authorized by RPTL § 931, as well as RPTL § 955, does not extend to school district and village taxes; and

WHEREAS, not permitting mortgage investing institutions to make a single tax payment for multiple parcels to the county treasurer on a county-wide basis and not authorizing the single payment of school district and village taxes results in a substantial burden to, and increase in administrative expenses for, such institutions and utilities as well as the taxing jurisdictions, especially when considering the number of municipalities located in New York State and its 62 counties; now, therefore be it

RESOLVED, that this Onondaga County Legislature hereby requests the New York State Legislature to amend the RPTL to authorize mortgage investing institutions to make a single payment to the county treasurer to satisfy the tax owed on more than one parcel within a county and/or to permit the payment of school district and village taxes in the same manner; and, be it further

RESOLVED, that the Clerk of this County Legislature is directed to cause a copy of this resolution to be transmitted to the New York State legislators representing Onondaga County.

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

1

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

April 6, 2021

Motion Made By Mr. Burtis

RESOLUTION NO. 35

AUTHORIZING THE SETTLEMENT OF THE ACTION FILED WITH THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ONONDAGA, BARRETT PAVING MATERIALS, INC. V. COUNTY OF ONONDAGA, BUFFALO DRILLING COMPANY, INC. AND HONEYWELL INTERNATIONAL INC.

WHEREAS, on or about March 22, 2017, by Summons and Complaint, Plaintiff Barrett Paving Materials, Inc. commenced this action against the County of Onondaga, Buffalo Drilling Company, Inc., and Honeywell International Inc. demanding payment for costs it incurred in repairing a force main its subcontractor damaged on December 9, 2015 during foundation drilling in conjunction with a County contract for a highway improvement project; and

WHEREAS, Plaintiff Barrett Paving Materials, Inc. is willing to settle the aforementioned action with all three defendants upon payment of \$45,000, with each defendant contributing \$15,000 respectively; now, therefore be it

RESOLVED, that the County Attorney is hereby authorized to settle this action in the amount of \$15,000, and the Comptroller be and hereby is authorized to draw his warrant charging it against the proper funds; and, be it further

RESOLVED, that this warrant shall be released to the County Attorney upon receipt of the proper Release and Stipulation of Discontinuance.

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

A handwritten signature in blue ink, appearing to be "Jm", followed by a horizontal line.

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

3

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

April 6, 2021

WAIVER

Motion Made By Mr. Burtis

RESOLUTION NO. 36

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

WHEREAS, Ben Walsh, Mayor of the City of Syracuse, hereby duly appoints and designates the following individual to serve as a member of the Onondaga County/Syracuse Commission on Human Rights:

APPOINTMENT:

Leonardo Sanchez
515 Yale Avenue
Syracuse, New York 13219

TERM EXPIRES:

December 31, 2024

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

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

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

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

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

4

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				<p><i>Mr. Burtis requested a waiver to present the following resolution.</i></p> <p><i>There was no objection, and the waiver was allowed.</i></p>
17. ERVIN				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	17	0		

April 6, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 37

AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO ACCEPT DONATED
ITEM

WHEREAS, the Onondaga County Department of Parks and Recreation is responsible for the operation of the Rosamond Gifford Zoo at Burnet Park; and

WHEREAS, the Onondaga County Department of Parks and Recreation is fortunate to have important relationships with various support groups, including the Friends of the Rosamond Gifford Zoo, among others; and

WHEREAS, these groups have been an integral part of ensuring the successful operation of the Onondaga County Department of Parks and Recreation; and

WHEREAS, these groups from time to time desire to make gifts, contributions, and donations to Onondaga County; and

WHEREAS, the Friends of the Rosamond Gifford Zoo have offered to donate a 2012 Toyota Rav4, to assist the Rosamond Gifford Zoo with a variety of transportation needs; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby authorize the acceptance of this donation to the Onondaga County Department of Parks and Recreation.

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

A blue ink signature, appearing to be "Jm", is written over a horizontal line.

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

5

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

April 6, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 38

AMENDING THE 2021 COUNTY BUDGET TO ACCEPT GRANT FUNDS FROM NEW YORK
STATE'S MULTI-MODAL PROGRAM FOR LOOP THE LAKE TRAIL SOLAR LIGHTING

WHEREAS, New York State has awarded the County of Onondaga a Multi-Modal grant for the installation of solar lighting and associated structures/fixtures along the southwest portion of the County's Loop the Lake Trail in the amount of \$500,000; and

WHEREAS, these funds will be used for the aforementioned capital improvements to the Loop the Lake Trail; now, therefore be it

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

RESOLVED, that the 2021 County budget be amended as follows:

REVENUES:

In Admin. Unit 0500000000

Facilities Management

Speed Type #470021

In Project 512606

Loop the Lake Trail Solar Lighting

In Acct. 590020

State Aid General Govt Support

\$500,000

APPROPRIATIONS:

In Admin Unit 0500000000

Facilities Management

Speed Type #470021

In Project 512606

Loop the Lake Trail Solar Lighting

\$500,000

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

6

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

April 6, 2021

Motion Made By Mrs. Abbott-Kenan, Dr. Chase

RESOLUTION NO. 39

PROVIDING FOR VARIOUS PERSONNEL CHANGES

WHEREAS, it is necessary for the County to provide for various changes to personnel; now, therefore be it

RESOLVED, that the following changes are authorized, effective the first full pay period after June 1, 2021:

Health Department (Admin Unit 4300)

Advance Step L107250, Director of Forensic Laboratories at Grade 39, from Step 1 to Step 13;

and, be it further

RESOLVED, that the Commissioner of Personnel is authorized to make any administrative corrections as may be reasonably needed to effectuate the intent of this resolution.

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

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

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

7

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

April 6, 2021

Motion Made By Mrs. Abbott-Kenan

RESOLUTION NO. 40

PERSONNEL RESOLUTION AND AMENDING THE COUNTY BUDGET

WHEREAS, it is necessary for the County to provide for various changes to personnel; now, therefore be it

RESOLVED, that the following changes are authorized, effective the first full pay period after April 6, 2021:

Department of Children and Family Services (Admin Unit 8300)

Create (1) Administrative Training Officer at Grade 32, \$59,277 – 78,582

Create (2) Detention Home Aide II's at Grade 7, \$42,702 – 47,192

Create (12) Detention Home Aide's at Grade 5, \$36,616 – 40,434

Create (1) Teacher at Grade 12, \$61,720 – 68,327

Create (1) Detention Home Social Work Assistant at Grade 9, \$50,451 – 55,807

and, be it further

RESOLVED, that the Onondaga County Salary plan be amended to add the title of Administrative Training Officer at Grade 32; and, be it further

RESOLVED, that the Commissioner of Personnel is authorized to make any administrative corrections as may be reasonably needed to effectuate the intent of this resolution; and, be it further

RESOLVED, that the 2021 County Budget be amended as follows:

REVENUES:

In Admin Unit 830000000

Department of Children and Family Services

Speed Type #440029

In Account 590022-State Aid – Public Safety \$597,029

APPROPRIATIONS:

In Admin Unit 830000000

Department of Children and Family Services

Speed Type #440029

In Account 641010-Regular Employee Salaries \$406,142

In Account 691200-Employee Benefits \$190,887

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

**APRIL 6, 2021
SPECIAL SESSION**

8

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

April 6, 2021

Motion Made By Mr. McBride

RESOLUTION NO. 41

AUTHORIZING THE ACQUISITION OF PERMANENT EASEMENTS FOR THE ROUTE 481/298
INDUSTRIAL CORRIDOR SEWER IMPROVEMENTS IN THE TOWN OF DEWITT, COUNTY OF
ONONDAGA

WHEREAS, this Onondaga County Legislature has reviewed the permanent easements necessary for the installation of a pump station and sanitary force main, and structures and appurtenances associated therewith, on approximately .17 acres of property owned by Ultra Dairy LLC and identified by tax map no. 042.-13-05.1 along Benedict Road in the Town of Dewitt as part of the County's I-481 and SR 298 Industrial Corridor Sewer Improvements project, a copy of which easement and acquisition maps are on file with the Clerk of the Legislature; and

WHEREAS, Ultra Dairy LLC has agreed to grant the County said easements free of charge; and

WHEREAS, pursuant to Resolution Nos. 8 and 9 of 2021, this Legislature approved and appropriated funds with respect to the Route 481/298 Industrial Corridor Sewer Improvements project; now, therefore be it

RESOLVED, that the entire proposed action is an Unlisted action for the purposes of the New York State Environmental Quality Review Act (SEQRA); and, be it further

RESOLVED, that the Short Environmental Assessment Form for this project has been completed and reviewed and is on file with the Clerk of the Legislature; and, be it further

RESOLVED, that this Legislature hereby finds and declares a negative declaration under SEQRA, having determined that such action will not have a significant adverse effect on the environment; and, be it further

RESOLVED, that this Onondaga County Legislature authorizes the acquisition of the permanent easements as set forth above, where such property rights are necessary for the completion of the aforementioned sewer improvements; and, be it further

RESOLVED, that if the County is not permitted to install sewer infrastructure within the Town of Dewitt's existing right-of-way for Benedict Road, the County Attorney, on behalf of the County of Onondaga, is authorized and directed to commence condemnation proceedings to acquire the necessary property rights pursuant to the statutes in such cases made and provided, and the cost of said property rights be charged against the proper fund or funds; and, be it further

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

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

9

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
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.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned _____ acres or controlled by the applicant or project sponsor?				
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. Urban Rural (non-agriculture) Industrial Commercial Residential (suburban) <input type="checkbox"/> Forest Agriculture Aquatic Other(Specify): <input type="checkbox"/> Parkland				

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



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



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

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
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?		
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?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project: 481 Indus Corridor

Date: 2-1-2021

Short Environmental Assessment Form

Part 3 Determination of Significance

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

The acquisition of a permanent easement from the property owner(s) and permit/easement from the Town for the installation of a sewer forcemain and pump station and associated infrastructure within and adjacent to the Benedict Road right-of-way is a routine WEP activity which will have a positive impact on wastewater utilities and the environment by improving sewer capacity, quality and efficiency. The project will be accomplished largely within an existing Road right-of-way or land immediately adjacent thereto. Based on the foregoing, the County has determined that the above-stated project is an Unlisted Action involving the acquisition of an interest in land and minor utility construction activities that will not result in any significant adverse environmental impacts. Therefore, in accordance with Article 8 of the Environmental Conservation Law, the County hereby issues this negative declaration.

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

Onondaga County (Water Environment Protection)

2.1.2021

Name of Lead Agency

Date

Frank Mento

Commissioner

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

April 6, 2021

WAIVER

Motion Made By Mr. McBride, Mr. Knapp, Mr. May,
Ms. Cody, Mr. Bush, Mrs. Tassone, Mr. Burtis,
Dr. Kelly, Mr. Holmquist, Mr. Rowley,
Mrs. Abbott-Kenan, Dr. Chase, Mrs. Ervin

RESOLUTION NO. 42

AMENDING RESOLUTION NO. 372-1967 REGARDING THE IMPOSITION AND DISPOSITION
OF SALES AND COMPENSATING USE TAX PURSUANT TO ARTICLES 28 AND 29 OF THE
TAX LAW OF THE STATE OF NEW YORK

WHEREAS, the Onondaga County Board of Supervisors, by Resolution No. 372-1967, imposed a tax on sales and use of tax pursuant to Articles 28 and 29 of the New York State Tax Law; and

WHEREAS, on November 29, 1979 the Onondaga County Legislature by Resolution No. 582-1979, amended Resolution No. 372-1967 by adding sections 2-A and 6(j), and approved a two- year phased plan to reduce and exempt the sales and use tax rate on residential energy sources and related services from the levy of sales tax, making those revenue sources exempt as of 1982 to the present; and

WHEREAS, on June 2, 2020 the Onondaga County Legislature by Resolution No. 86-2020 amended Resolution No. 372-1967, as amended by Resolution No. 582-1979, by amending paragraph (1) of subdivision (j) of Section 6, and approved a 26 month plan to include the sales and use tax rate on residential energy sources and related services from the levy of sales tax to enhance revenues; and

WHEREAS, the Onondaga County Legislature seeks to exclude residential energy sources and related services in the levy calculation of local sales and use tax effective June 1, 2021; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby amend Resolution 371-1967, as amended by Resolution No. 582-1979 and Resolution No. 86-2020, by amending paragraph (1) of subdivision (j) of Section 6 thereof to read as follows:

- (1) Receipts from the retail sale or use of fuel oil (excluding diesel motor fuel) and coal used for residential purposes and the receipts from the retail sale or use of wood used for residential heating purposes shall be exempt from the tax on retail sales imposed by subdivision (a) of Section 2 and the compensating use tax imposed under Section 4 of this Resolution, and the receipts from every sale other than for resale of propane (except when sold in containers of less than one hundred pounds), natural gas, electricity, steam and gas, electric and steam services used for residential purposes shall be exempt from the tax imposed by subdivision (b) of Section 2 of this Resolution. Notwithstanding any other provisions of this subdivision, the exemption set forth in this subdivision shall not apply to sales made or uses occurring during the period commencing on September 1, 2020 and ending on May 31, 2021.

and, be it further

RESOLVED, that in all other respects Resolution No. 372-1967, as amended, remains in full force and effect; and, be it further

RESOLVED, that this resolution shall take effect immediately; provided, however, that it shall apply to receipts from all retail sales and uses of residential energy sources and services as described above

made, rendered or arising therefrom for the period commencing on September 1, 2020 and ending on May 31, 2021, although made or rendered under a prior contract, if a delivery or transfer of possession of such property or services is made on or after September 1, 2020 and on or before May 31, 2021; and provided further, that where such property or service is sold on a monthly, quarterly or other term basis and the bills for such property or services are based on meter readings, the amount received on each bill for such property or service for a month or quarter or other term shall be taxable receipts based on meters read on or after September 1, 2020 and on or before May 31, 2021, only where more than one-half of the number of days included in the month or other period billed are days subsequent to September 1, 2020 or prior to May 31, 2021, as applicable; and, be it further

RESOLVED, that the Clerk of Onondaga County Legislature is hereby directed to file certified copies of this Resolution by certified mail with the New York State Tax Commission at its office in Albany, the Clerk for the City of Syracuse, the Onondaga County Clerk, the Secretary of State, and the State Comptroller, in accordance with Section 1210(d) of the New York State Tax Law.

ADOPTED 4/6/2021



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

A blue ink signature, appearing to be "Jm", is written over a horizontal line.

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

9a

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			<p><i>Mr. McBride requested a waiver to present the following resolution.</i></p> <p><i>There was no objection, and the waiver was allowed.</i></p> <p><i>Mr. Holmquist assumed the chair, so Chairman Knapp could debate.</i></p> <p><i>After debate, Chairman Knapp re-assumed the chair.</i></p>
17. ERVIN	✓			
16. WILLIAMS	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. KELLY	✓			
15. KINNE	✓			
12. KNAPP	✓			
TOTAL:	17	0		

April 6, 2021

Motion Made By Mr. Knapp

RESOLUTION NO. 43

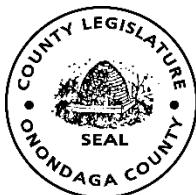
CONFIRMING THE APPOINTMENT OF CARLTON HUMMEL AS THE COMMISSIONER OF THE
ONONDAGA COUNTY DEPARTMENT OF PERSONNEL

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly appointed and designated Carlton Hummel, who resides at 8404 Anglers Club, Cicero, New York 13039, to serve as the Commissioner of the Onondaga County Department of Personnel for the balance of a six year term, expiring on March 2, 2022; and

WHEREAS, consistent with the Onondaga County Charter and Administrative Code, such appointment is subject to confirmation by the Onondaga County Legislature; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointment of Mr. Carlton Hummel to serve as the Commissioner of the Department of Personnel for the balance of a six year term, expiring on March 2, 2022.

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

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

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

10

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

April 6, 2021

Motion Made By Mr. Knapp

RESOLUTION NO. 44

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

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly appointed and designated pursuant to Section 1903 of the Onondaga County Charter, and in accordance with Section 7 of the Soil and Water Conservation District Law, subject to confirmation by the Onondaga County Legislature, the following individual as a member of the Onondaga County Soil and Water Conservation District Board:

APPOINTMENT:

Jessi Lyons
3162 Midland Ave
Syracuse, New York 13205

TERM EXPIRES:

December 31, 2023

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

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointment of the above individual as a member of the Onondaga County Soil and Water Conservation District Board for the term specified above or until subsequent action by the County Executive.

ADOPTED 4/6/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 6th day of April 2021.

Clerk, County Legislature

**APRIL 6, 2021
SPECIAL SESSION**

11

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