



Onondaga County Legislature

DEBORAH L. MATURO
Clerk

DAVID H. KNAPP
Chairman

KATHERINE M. FRENCH
Deputy Clerk

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

Phone: 315.435.2070 Fax: 315.435.8434

www.ongov.net

VIRTUAL SESSION

RESOLUTION NOS. 40 - 58

OFFICE OF THE CLERK

April 7, 2020

Listed below are the resolutions to be presented to the County Legislature at the April Session.
The meeting will be held at **1:00 p.m. on Tuesday, April 7, 2020.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mrs. Tassone**
- D. READING OF MINUTES
- E. APPROVAL OF MINUTES
- F. PRESENTATION OF COMMUNICATIONS
 - 1. **Correspondence:**
 - a. 02-20-20 Memo from Chairman Knapp – RE: Reappointment to the Directors of the Onondaga County Civic Development Corporation (Kimberly Townsend)
 - 2. **Gold Seal:**
 - a. Recognize and Honor the Jewish Federation of CNY for Their Work Building a Thriving Jewish Community and Honoring and Remembering the Victims of the Holocaust (Sponsored by Ms. Kuhn, Mr. May, Mr. Rowley, Mr. Burtis, Mrs. Tassone, Ms. Cody, Mrs. Abbott-Kenan, Mr. Ryan, Dr. Chase, Mr. Holmquist, Mr. McBride, Mr. Knapp, Mr. Bush, Mr. Jordan, Mr. Kinne, Mr. Williams, Mrs. Ervin)
- G. REPORTS OF STANDING COMMITTEES
- H. REPORTS OF SPECIAL COMMITTEES
- I. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 4)

5TH DISTRICT – MS. CODY – COUNTY FACILITIES

- 1. **NO. 40** Amending the 2020 County Budget to Make Funds Available in Connection with the Central Library Reconfiguration Project (\$2,370,612) (13-4 Bush, Jordan, Kinne, Rowley)
- 2. **NO. 41** Authorizing an Intermunicipal Agreement with Oswego County for Bridge Repairs Associated with the Caughdenoy Road Bridge over the Oneida River (\$650,000) (17-0)

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

- 3. **NO. 42** Confirming Reappointments to the Onondaga County Community Services Advisory Board (Indu Gupta M.D., Jennifer Redmond, Monika Taylor) (17-0)
- 4. **NO. 43** Providing for Various Personnel Changes Related to the Reorganization of Adult Services and Amending the 2020 County Budget (17-0)

8TH DISTRICT – MR. RYAN - PUBLIC SAFETY

- 5. **NO. 44** Amending the 2020 County Budget to Make Funds Available for Use by the Sheriff's Office Within its STOP Violence Account (\$249,989) (17-0)

10TH DISTRICT – MR. HOLMQUIST – PLANNING & ECONOMIC DEVELOPMENT

6. **NO. 45** Confirming Appointment to the Onondaga County Cultural Resources Trust (Regina McArthur) (17-0)
7. **NO. 46** Confirming Appointments to the Syracuse/Onondaga County Planning Board (Marty Masterpole, Michael LaFlair) (17-0)

12TH DISTRICT – MR. KNAPP

8. **NO. 47** Confirming Reappointment by the Chairman of the Onondaga County Legislature to the Board of Directors of the Onondaga Civic Development Corporation (Kimberly Townsend) (17-0)
9. **NO. 48** Naming the Criminal Courts Building at 505 South State Street in Honor of the Honorable James C. Tormey, III, Former Justice of the New York State Supreme Court (17-0)
10. **NO. 49** Amending the Health Benefit Plan for Certain Retirees, Spouses and Dependents (16-1 Jordan)
- 10a. **NO. 50 (WAIVER)** Establishing a Voluntary Retirement Incentive Program (17-0)
11. **NO. 51** Amending the 2020 County Budget to Accept Funds Related to Amendments to the 2004 Stipulated Judgment Between Honeywell International Inc. and the County (\$625,000) (12 May, Ervin, Tassone, Cody, Abbott-Kenan, Ryan, Holmquist, McBride, Williams, Rowley, Burtis, Knapp - 5 Kuhn, Chase, Bush, Jordan, Kinne)
12. **NO. 52** Approving the Classification of a Type I Action Under the State Environmental Quality Review Act; Accepting the Environmental Assessment Form; and Accepting and Adopting the Negative Declaration for Proposed Amendments to the 2004 Stipulated Judgment Between the County and Honeywell International Inc. (12 May, Ervin, Tassone, Cody, Abbott-Kenan, Ryan, Holmquist, McBride, Williams, Rowley, Burtis, Knapp - 5 Kuhn, Chase, Bush, Jordan, Kinne)
13. **NO. 53** A Resolution Approving the Proposed Leasing of Sewer Systems from Certain Municipalities within the Onondaga County Consolidated Sanitary District (12 May, Ervin, Tassone, Cody, Abbott-Kenan, Ryan, Chase, Holmquist, McBride, Williams, Burtis, Knapp - 4 Bush, Jordan, Kinne, Rowley – 1 Kuhn)
- 13a. **NO. 54 (WAIVER)** Providing for Additional Compensation for Health Department Services Related to the Covid-19 Emergency Response (17-0)

14TH DISTRICT – MR. JORDAN – ENVIRONMENTAL PROTECTION

14. **NO. 55** Confirming Reappointments to the Onondaga County Soil and Water Conservation District Board (Craig S. Dennis, John Lemondes, David Coburn) (17-0)
15. **NO. 56** Confirming Reappointment to the Onondaga County Resource Recovery Agency (Alberto Bianchetti) (17-0)

3RD DISTRICT – MR. BURTIS – WAYS & MEANS

16. **NO. 57** Confirming Appointment to the Onondaga County/Syracuse Commission on Human Rights (Rev. Roosevelt Baums) (17-0)
17. **NO. 58** Personnel Resolution (Health) (17-0)

LOCAL LAWS:

- A. **PASSED** - A Local Law Amending the Onondaga County Charter and Administrative Code Regarding Veterans' Services (Sponsored by Mr. Knapp, Mr. Bush) (17-0)
- B. **PASSED** - A Local Law Amending the 2004 Stipulated Judgment Between Honeywell International Inc. (Honeywell) and the County, Authorizing the Acquisition of Property and Lease of Two Parking Areas From Honeywell, and Authorizing the Execution of Agreements (Sponsored by Mr. Knapp) (11 May, Ervin, Tassone, Cody, Abbott-Kenan, Ryan, Holmquist, McBride, Williams, Burtis, Knapp – 6 Kuhn, Chase, Bush, Jordan, Kinne, Rowley)
- C. **PASSED** - A Local Law Authorizing the Lease of Sewage Disposal Systems from Certain Municipalities within the Onondaga County Consolidated Sanitary District for County Purposes (Sponsored by Mr. Knapp) (12 May, Ervin, Tassone, Cody, Abbott-Kenan, Ryan, Chase, Holmquist, McBride, Williams, Burtis, Knapp – 4 Bush, Jordan, Kinne, Rowley – 1 Kuhn)

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

Respectfully submit



DEBORAH L. MATURO, Clerk
ONONDAGA COUNTY LEGISLATURE

ROLL CALL			APRIL 7, 2020 SESSION
LEGISLATOR	PRESENT	ABSENT	
1. MAY	✓		
2. ROWLEY	✓		<i>Called to order at 1:00 p.m.</i>
3. BURTIS	✓		
4. TASSONE	✓		
5. CODY	✓		
6. ABBOTT-KENAN	✓		
7. KUHN	✓		
8. RYAN	✓		
9. CHASE	✓		
10. HOLMQUIST	✓		
11. McBRIDE	✓		
13. BUSH	✓		
14. JORDAN	✓		
15. KINNE	✓		
16. WILLIAMS	✓		
17. ERVIN	✓		
12. KNAPP	✓		
TOTAL	17	0	



Onondaga County Legislature

David H. Knapp

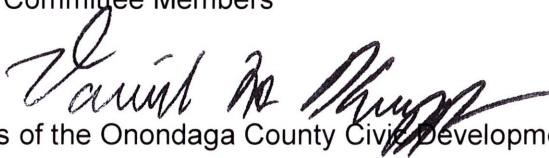
Chairman

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

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

February 20, 2020

TO: Kevin Holmquist, Chair
Planning & Economic Development Committee Members

FROM: David H. Knapp, Chairman 

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

Submitted for your consideration is the reappointment of Dr. Kimberly Townsend to the Board of Directors of the Onondaga County Civic Development Corporation.

A resume for Dr. Townsend is attached for your review. This reappointment requires confirmation by the full Legislature at the April 7, 2020 Session.

REAPPOINTMENT:

Kimberly Townsend
4408 Dolomite Drive
Syracuse, New York 13215

TERM EXPIRES:

10/6/22

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

20 FEB 20 AM 11:14

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

KIMBERLY TOWNSEND
MBA MPA JD EdD CPA GPHR FACHE
4408 Dolomite Dr. Syracuse, NY 13215
3804 Bayside Dr. Bradenton, FL 34210
315-481-1312 kmtownsend63@gmail.com

HEALTH CARE EXECUTIVE

- Health System Leadership
- Health Policy Strategist

BOARD CHAIR

- Board Governance
- Government Advocacy

STRATEGIST

- Author
- Speaker

EXPERIENCE

LORETTO MANAGEMENT CORPORATION (<http://www.loretto-cny.org>)

2004-Present

Founded in 1926 as the first Diocesan home for the aged in North America, Loretto is a non-profit post-acute care health system which employs 2,500 caregivers who serve 10,000 individuals at 19 sites. Loretto spans the continuum of care: skilled nursing, assisted living and affordable housing, home health, rehabilitation, PACE (dual eligible managed care) and specialized programs for complex medical care, specialized rehabilitation, behavioral and mental health, palliative care, and Alzheimer's disease and other dementias. An organization with \$200 million in gross revenue in 2018.

President and Chief Executive Officer

2014-Present

Responsible for providing overall organizational leadership and direction to ensure the achievement of Loretto's mission, vision, and strategy. Represents the organization to the health care industry and is responsible for developing high value partnerships to enhance existing business unit service lines. Oversees the planning, development and execution of partnerships, programs and policies to achieve successful financial performance as set by the Board, while ensuring compliance with all legal and third party regulatory agencies.

- Expanded skilled nursing beds by 25 percent over a 15 month timeframe, while expanding housing and service footprints, creating greater access to needed housing and services in the community.
- Led efforts to reactivate an abandoned \$14.4 million HEAL grant to close an aged, urban skilled nursing facility and to replace it with a person-centered, small homes care model which will serve the frailest elders in a community-like setting.
- At the request of New York State, led efforts to execute a \$19.9 million HEAL grant to merge two failing facilities, renovate a 240 bed skilled nursing tower, and build a new 60 bed rehabilitation wing.
- Grew revenue by 33 percent over 4 years, while improving the cash position and profitability.

Chair, Board of Trustees

2011-2014

Leading the organization through a time of great change by focused attention on operational excellence, expansion of the organization's care portfolio, and development of collaborations across the continuum of care, thus enabling financial and strategic sustainability well into the future.

- Led efforts to engage Healthcare Management Partners to provide restructuring assistance, resulting in \$14 million cash on hand at the end of 2012, versus a \$7 million loss in 2011.
- Facilitated a community-wide health care, housing and service dialogue with St. Joseph's Hospital Health Center, Catholic Charities and Christopher Communities regarding the creation of an integrated, comprehensive system of care for frail individuals and elders in the Central New York region.

WELCH ALLYN, Skaneateles, NY (<http://www.welchallyn.com/>)

2000-2013

A privately-held, leading global provider of medical diagnostic devices, software and systems solutions used by caregivers in doctors' offices, hospitals, and emergency response settings. A \$700 million in sales company in 2014 with sales in over 100 countries.

Associate General Counsel and Senior Director, Government Affairs

Progression of responsibility from Attorney to Associate General Counsel and Senior Director. Responsible for all legal matters for a \$90 million subsidiary operating in the highly regulated defense and nuclear industries until its sale to General Electric in 2005. Then led global legal affairs, advising on all facets of the international commercial business, which included closing two of the most successful acquisitions in the company's history. Currently responsible for driving global policy and strategy through market identification, sales facilitation, and customer and partner development. Appointee to the CEO's Program Management Office as one of seven global leads who will guide and direct global corporate restructuring activities through 2013.

- Identified and facilitated growth of Community Health Center market, achieving 40% sales growth over nine month period and creating company's fastest growing US emerging market segment.
- Negotiated multi-agency agreements with a state government resulting in 25% grant support of a multimillion dollar company project.
- Coordinated large sales opportunities with public and private buyers in Mexico (Seguro Popular, Instituto de Carlos Slim); India (Nova Health Systems); China (Sichuan and Shenzhen Provincial and District Health Authorities); South Africa (Momentum Group); Nigeria (Ministry of Health); the United States; and the United Kingdom (Anchor Trust).
- Brokered collaborations with industry, foundation and academic partners to develop advanced technologies, including Cisco (China); Qualcomm; Instituto de Carlos Slim; State University of New York; West Wireless; Soliton, Intellimed and Oregon State University.

SYRACUSE UNIVERSITY, Syracuse, NY Adjunct Professor**2001-2011**

Taught international business and law courses at both undergraduate and graduate levels in university's Whitman School of Management and College of Law.

- | | | |
|--|---------------------------|---|
| ➤ SOM 354 Managing in a Global Setting | ➤ LAW 811 General Counsel | ➤ INB 769 International Business Management |
|--|---------------------------|---|

ERNST & YOUNG LLP, Syracuse, NY Tax Consultant**1999-2000**

Analyzed state and federal taxation issues affecting private and publicly traded business clients.

PRICEWATERHOUSECOOPERS LLP, Syracuse, NY Scheduling Administrator**1998**

Managed the engagements of 70 staff in Business Assurance Services, and coordinated post-merger integration training for Northeast region.

EDUCATION

Doctor of Education in Executive Leadership, St. John Fisher College, Rochester, NY

Executive Masters of Public Administration, Syracuse University, Syracuse, NY

Juris Doctor, Magna Cum Laude, Syracuse University College of Law, Syracuse, NY

Masters of Business Administration, Summa Cum Laude, Syracuse University, Syracuse, NY

B.S. Business Administration, Summa Cum Laude, Syracuse University, Syracuse, NY

PROFESSIONAL DEVELOPMENT, CERTIFICATIONS & ACCREDITATIONS

Admitted to New York, New Jersey and Washington D.C. Bars
Fellow of the American College of Healthcare Executives
Certified Public Accountant
SHRM Certified: Global Professional Human Resources
2019 Women Who Make America Award
2018 WellCare Champion
2018 Nonprofit Career Achievement Award
2010 President's Award-Customer First, Welch Allyn, Inc.
Harvard School of Public Health, Measurement, Design and Analysis Methods for Health Outcomes Research
Harvard School of Public Health, Leadership Strategies for Evolving Health Care Executives

PROFESSIONAL & BOARD AFFILIATIONS

Governor's Appointee, New York State Workforce Investment Board
Trustee, 1199SEIU League TUF, JSF, LMI and Grant Corp Fund Board
Board Member and Executive Committee Member, H-CAP
Board Member and Chair Emeritus, Central New York Care Collaborative
Board Member, LeadingAge NY
Board Member, Business Council of New York State
Board of Trustees and Chair, PACE CNY
Member, Syracuse Diocese Finance Council
Board Member, Manlius Pebble Hill School
Board Member, HealtheConnections
Board Member and Member of the Compensation and Benefits Committee, CenterState CEO
Member, Advisory Board, WISE
Member, Council of Advisors, St. Joseph's Hospital Health Center, Syracuse, New York
Go Red Campaign Executive Leadership Team Member 2012-2018, American Heart Association
Go Red Campaign Chair 2015-2016, American Heart Association
Former Member, Women Presidents Organization, Local and Platinum V Chapters
Former Board Member and Investment Committee Chair, United Way of Central New York
Former Board Member, School Based Health Alliance
Former Member, Advisory Board of Onondaga/Madison Area Health Education Center
Former Board Member and Ad Hoc Committee Chair, Cayuga Community College Foundation
Former Member, Steering Committee of MACNY Political Action Committee
Former Member, Steering Committee of Health Care Products Coalition
Former Board Ethics Officer and Grants and Strategic Initiatives Chair, United Way of New York State
Former Chair, Governance and Government and Public Affairs Committees, MedTech
Former Director, Women's Bar Association, Central New York
Former Director, Greater Syracuse Chamber of Commerce
Member, American Bar Association
Member, American College of Health Care Executives
Member, American Corporate Counsel Association
Member, New York State Bar Association
Member, Society for Human Resource Professionals
Member, Beta Gamma Sigma Honor Society
Member, Delta Kappa Pi Honor Society

LEGISLATURE CHAMBERS

ONONDAGA COUNTY, N.Y.

Presented By: Legislators Mary Kuhn, Brian May, James Rowley, Tim Burtis, Judith Tassone, Debra Cody, Julie Abbott-Kenan, Christopher Ryan, Peggy Chase, Kevin Holmquist, John McBride, David Knapp, Ken Bush, Jr., Casey Jordan, William Kinne, Vernon Williams, Linda Ervin

The above named members of the County Legislature of Onondaga County, New York, on the 7th day of April 2020, wishes to:

RECOGNIZE AND HONOR THE JEWISH FEDERATION OF CNY FOR THEIR WORK BUILDING A THRIVING JEWISH COMMUNITY AND HONORING AND REMEMBERING THE VICTIMS OF THE HOLOCAUST

WHEREAS, the Holocaust was the state-sponsored, systematic persecution and annihilation of European Jewry by Nazi Germany and its collaborators between 1933 and 1945; six million were murdered.

WHEREAS, Roma, people with disabilities, Catholics and Poles were also targeted for destruction or decimation for racial, ethnic, or national reasons; millions more, including homosexuals, Jehovah's Witnesses, Soviet prisoners of war, and political dissidents, also suffered grievous oppression and death under Nazi tyranny; and

WHEREAS, the history of the Holocaust offers an opportunity to reflect on the moral responsibilities of individuals, societies, and governments; and

WHEREAS, the people of the County of Onondaga should always remember the terrible events of the Holocaust and remain vigilant against hatred, persecution, and tyranny; and

WHEREAS, we the people of the County of Onondaga should actively rededicate ourselves to the principles of individual freedom in a just society; and

WHEREAS, the Days of Remembrance have been set aside for the people of the County of Onondaga to remember the victims of the Holocaust as well as to reflect on the need for respect of all peoples; and

WHEREAS, the United States Holocaust Memorial Museum designates the Days of Remembrance of the Victims of the Holocaust to be Sunday, April 19, 2020, through Sunday, April 26, 2020, including the Day of Remembrance known as Yom Hashoah on April 21, 2020; now, therefore be it

RESOLVED, that Legislator Mary Kuhn, and all members of the Onondaga County Legislature, do hereby recognize the Jewish Federation of CNY for their work building a thriving Jewish community and honoring and remembering the victims of the Holocaust.

I hereby certify that the foregoing was duly noted by the County Legislature of Onondaga County, New York. Witness my hand and seal of said Legislature.



Clerk, County Legislature
Onondaga County, N.Y.

April 7, 2020

040

Motion Made By Ms. Cody

RESOLUTION NO. _____

AMENDING THE 2020 COUNTY BUDGET TO MAKE FUNDS AVAILABLE IN CONNECTION
WITH THE CENTRAL LIBRARY RECONFIGURATION PROJECT

WHEREAS, the Central Library undertook a series of renovations to change the layout and division of space within The Galleries, a building with a Library Unit held by the County of Onondaga and Commercial Unit held by Onondaga Galleries Limited Liability Company under a condominium plan; and

WHEREAS, the County's improved space has allowed the library to gain efficiencies and condense its operations to occupy fewer floors in the building, creating the opportunity to generate income from leasing approximately 60,000 square feet of the Library Unit to SUNY Upstate Medical University through a long-term lease (Local Law No. 12-2014); and

WHEREAS, the lease generated rental income, supporting the reconfiguration project costs, including the cost of the additional space purchased by the County from The Onondaga Galleries Limited Liability Company, creating new access at street-level and enhancing visibility of the library for patrons and visitors to the Salina Street corridor (Local Law No. 13-2014); and

WHEREAS, going forward, the rent to be collected from SUNY Upstate Medical University or other tenants of the Library Unit's fourth and fifth floor will be used to keep the spaces in use and to pay for services and maintenance typically provided by a landlord to its tenants; now, therefore be it

RESOLVED, that the 2020 County Budget be amended as follows:

REVENUES:

In Admin Unit 6500000000

Onondaga County Public Library

Speed Type #390062

In Project 767351 - OCPL Galleries Leases

In Account 590051 - Rental Income

\$2,370,612

APPROPRIATIONS:

In Admin Unit 6500000000

Onondaga County Public Library

Speed Type #390062

In Project 767351 - OCPL Galleries Leases

\$2,370,612

OCPL Galleries Leases

mmd

yv

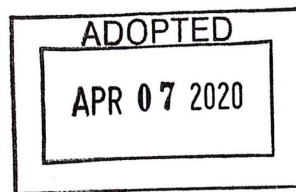
dak

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

7th DAY OF April, 2020.

Deborah A. Maturco

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK



20 FEB 25 PM 2:27

ONONDAGA COUNTY
LEGISLATURE

				APRIL 7, 2020 SESSION
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH		✓		
14. JORDAN		✓		
15. KINNE		✓		
16. WILLIAMS	✓			
2. ROWLEY		✓		
3. BURTIS	✓			
12. KNAPP	✓			
TOTAL	13	4		

2,

April 7, 2020

041

Motion Made By Ms. Cody

RESOLUTION NO. _____

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH OSWEGO COUNTY FOR BRIDGE REPAIRS ASSOCIATED WITH THE CAUGHDENROY ROAD BRIDGE OVER THE ONEIDA RIVER

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

WHEREAS, the County of Onondaga and the County of Oswego have plans to perform repairs to the Caughdenroy Road Bridge over the Oneida River, and

WHEREAS, the cost of the repairs, estimated to be \$1,300,000, is to be shared equally between both Counties; now, therefore be it

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

RESOLVED, that the agreement shall provide for continued joint maintenance of the bridge by Onondaga County and Oswego County; and, be it further

RESOLVED, that the County Executive is hereby authorized to execute documents reasonably necessary to implement the intent of this Resolution; and, be it further

RESOLVED, that the 2020 County budget is amended as follows:

REVENUES:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

In Project 535337

Caughdenroy Road Bridge, C-18, Project

In Account 590044

Other Transportation Charges – Other Governments

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

7th DAY OF April, 2020.

Deborah A. Maturo

\$650,000

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

APPROPRIATIONS:

In Administrative Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535337

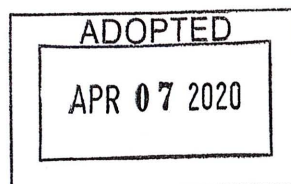
Caughdenroy Road Bridge, C-18, Project

\$650,000

Caughdenroy
yv/mmd
dak

20 MAR -5 PM 3:35

LEGISLATURE
ONONDAGA COUNTY
RECEIVED



AGREEMENT:

THIS AGREEMENT made the ____ day of _____, 2020, by and between the County of Oswego, a municipal corporation organized and existing under the laws of the State of New York with its principal office at 46 East Bridge Street, Oswego, New York, hereafter referred to as Oswego County, and the County of Onondaga, a municipal corporation organized and existing under the laws of the State of New York with its principal office at John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York, hereafter referred to as Onondaga County.

WITNESSETH;

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

WHEREAS, the County of Onondaga and the County of Oswego have plans to perform repairs to the Caughdenoy Road Bridge over the Oneida River; and

WHEREAS, the cost of the repairs, estimated to be \$1,300,000, is to be shared equally between both Counties; with each County paying up to \$650,000, which is 50% of the estimated cost for repairs to the Caughdenoy Road Bridge over the Oneida River, BIN 3360460; and

WHEREAS, the County of Onondaga has agreed to act as primary agency for the project, and advance contracts necessary to complete the work and bill the County of Oswego;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. COST SHARING: County of Onondaga shall be responsible for up to 50% of the estimated costs of repair [\$650,000] to the Caughdenoy Road Bridge over the Oneida River.
2. County of Oswego shall be responsible for up to 50% of the estimated costs of repair [\$650,000] to the Caughdenoy Road Bridge over the Oneida River.
3. Joint payment shall be made hereunder in accordance with established Oswego County claims procedures and Onondaga County claims procedures.

4. ASSIGNMENT: The County of Oswego agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Onondaga.

The County of Onondaga agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its rights, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Oswego.

5. HOLD HARMLESS: Regarding the operations and responsibilities concerning this Agreement, each party hereto further covenants and agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the other party, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the County of Oswego and the County of Onondaga, their officers, agents or employees in connection with the execution of this Agreement.

6. STATUTORY COMPLIANCE: In acceptance of this Agreement, the County of Oswego and the County of Onondaga mutually agree, covenant and certify that they will comply in all respects with all federal, state and county laws which pertain hereto regarding services for municipal corporations including, but not limited to, Workmen's Compensation and Employer's Liability Insurance, hours or employment, wages and human rights.

7. CONFLICT OF INTEREST: The County of Oswego hereby covenants and agrees that there is no member of the Oswego County Legislature or other County officer or

employee forbidden by law to be interested in this contract directly or indirectly who will benefit therefrom.

The County of Onondaga hereby covenants and agrees that there is no member of the Onondaga County Legislature or other County officer or employee forbidden by law to be interested in this contract directly or indirectly who will benefit therefrom.

8. SEVERABILITY: If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

9. CLAUSES REQUIRED BY LAW: The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

COUNTY OF ONONDAGA

BY: _____
J. Ryan McMahon, II, County Executive
County of Onondaga

COUNTY OF OSWEGO

By: _____
James Weatherup, Chairman of the Legislature
County of Oswego

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

On this ____ day of _____, 2020, before me personally appeared J. Ryan McMahon, II, to me personally known and known to me to be the County Executive of the County of Onondaga, New York, the municipal corporation described in and which executed the foregoing instrument, and that he duly acknowledged to me that he executed the said instrument as County Executive of the County of Onondaga pursuant to authority in him vested.

Notary Public

STATE OF NEW YORK)
COUNTY OF OSWEGO)
CITY OF OSWEGO)

On this ____ day of _____, 2020, before me personally appeared James Weatherup, to me personally known and who acknowledged that he resides in _____ and that he is the Chairman of the Legislature of the County of Oswego, New York, the municipal corporation described in and which executed the foregoing instrument, and the he duly acknowledged to me that the instrument as executed pursuant to authority in him vested.

Notary Public

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

20 MAR -2 AM 10:52

2

APRIL 7, 2020
SESSION

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

3.

April 7, 2020

042

Motion Made By Mrs. Abbott-Kenan

RESOLUTION NO. _____

CONFIRMING REAPPOINTMENTS TO THE ONONDAGA COUNTY COMMUNITY SERVICES
ADVISORY BOARD

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly reappointed and designated pursuant to Article XV, Section 15.03, of the Onondaga County Administrative Code, and Section 41.11 of the NYS Mental Health Hygiene Law, subject to confirmation of the County Legislature, the following individuals to serve as members of the Onondaga County Community Services Advisory Board:

REAPPOINTMENTS:

Indu Gupta M.D., M.P.H., M.A.P.A., FACP
6807 Morehouse Flats Road
Jamesville, New York 13078

TERM EXPIRES:

December 31, 2023

Jennifer Redmond
520 Hixson Ave
Syracuse, New York 13206

December 31, 2023

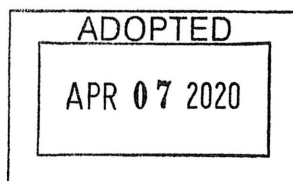
Monika Taylor
22 Fir Tree Lane
Jamesville, New York 13078

December 31, 2023

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

RESOLVED, that the Onondaga County Legislature does hereby confirm the reappointments of the above named individuals as members of the Onondaga County Community Services Advisory Board for the term specified above or until subsequent action by the County Executive.

Appt – OC Comm Serv Advrsy Bd
yv
dak



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

7th DAY OF April, 20 20.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 FEB 13 PM 3:23

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

3

APRIL 7, 2020
SESSION

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

4.

April 7, 2020

043

Motion Made By Mrs. Abbott-Kenan , Mrs. Ervin

RESOLUTION NO. _____

PROVIDING FOR VARIOUS PERSONNEL CHANGES RELATED TO THE REORGANIZATION
OF ADULT SERVICES AND AMENDING THE 2020 COUNTY BUDGET

WHEREAS, by Local Law adopted on April 7, 2020, amendments were made to the Onondaga County Charter and Administrative Code, regarding the reorganization of the Adult Services, and to effect such amendments, it is necessary to amend the budget and provide for various changes in personnel and transfers among departments of functions, positions, and employees; and

WHEREAS, the personnel changes authorized herein have been approved by the Commissioner of Personnel, Chief Fiscal Officer, County Executive and the Ways & Means Committee of the County Legislature; now, therefore be it

RESOLVED, that the 2020 County Budget be amended and that the personnel changes be made to the roster of authorized regular positions, as stated herein below; and, be it further

RESOLVED, that this Onondaga County Legislature hereby authorizes the transfer of the functions, positions, and employees, as provided herein below, and such transfers are made pursuant to Section 70.2 of New York State Civil Service Law; and, be it further

RESOLVED, that from within the Department of Adult and Long Term Care (Admin. Unit 82), the several functions, positions, and employees, including any temporary positions, are to be transferred to the Veterans' Service Agency (Admin. Unit 95), effective upon adoption of the local law, 2020:

L103744, Veterans Service Director, Grade 34 @ \$70,505 - \$93,466
L101888, Assistant Director Veterans Service Agency, Grade 33 @ \$64,324 - \$85,272
L103750, Veterans Service Officer, Grade 9 @ \$50,261 - \$55,595
L103746, Veterans Service Officer, Grade 9 @ \$50,261 - \$55,595
L102606, Information Aide, Grade 2 @ \$31,035 - \$34,233

and, be it further

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

The 2020 County Budget amendments are as follows:

APPROPRIATIONS:

\$0

In Admin Unit 8200000000

Department of Adult and Long Term Care Services

Speed Type #435001

In Account 641010-Regular Salaries (\$266,069)

In Account 693000-Supplies and Materials (\$800)

In Account 695700-Contractual Expenses (\$190,000)

In Account 694130-Maintenance, Utilities & Rents (\$2,921)

In Account 694100-All Other Expenses (\$154,390)

In Account 694010-Travel and Training (\$3,000)

In Account 691200-Employee Benefits-Intrdptl	(\$88,591)
In Account 694950-Interdepartmental Charges	(\$66,615)

In Admin Unit 9500000000

Veterans Service Agency

Speed Type #460006

In Account 641010-Regular Salaries	\$266,069
------------------------------------	-----------

In Account 693000-Supplies and Materials	\$800
--	-------

In Account 695700-Contractual Expenses	\$190,000
--	-----------

In Account 694130-Maintenance, Utilities & Rents	\$2,921
--	---------

In Account 694100-All Other Expenses	\$154,390
--------------------------------------	-----------

In Account 694010-Travel and Training	\$3,000
---------------------------------------	---------

In Account 691200-Employee Benefits-Intrdptl	\$88,591
--	----------

In Account 694950-Interdepartmental Charges	\$66,615
---	----------

REVENUES:

\$0

In Admin Unit 8200000000

Department of Adult and Long Term Care Services

Speed Type #435001

In Account 590025-State Aid – Social Services	(\$15,660)
---	------------

In Account 590026-State Aid – Other Econ Assistance	(\$65,000)
---	------------

In Admin Unit 9500000000

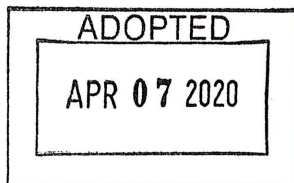
Veterans Service Agency

Speed Type #460006

In Account 590025-State Aid – Social Services	\$15,660
---	----------

In Account 590026-State Aid – Other Econ Assistance	\$65,000
---	----------

ALTC Vet
LHT
mmd
dak



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

7th DAY OF April, 2020.

Deborah A. Maturo

20 FEB 25 PM 2:30

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

4

APRIL 7, 2020
SESSION

LEGISLATOR

AYES:

NOES:

ABSENT:

1. MAY

17. ERVIN

4. TASSONE

5. CODY

6. ABBOTT-KENAN

7. KUHN

8. RYAN

9. CHASE

10. HOLMQUIST

11. McBRIDE

13. BUSH

14. JORDAN

15. KINNE

16. WILLIAMS

2. ROWLEY

3. BURTIS

12. KNAPP

TOTAL

17 0

5.

April 7, 2020

Motion Made By Mr. Ryan

RESOLUTION NO. 044

AMENDING THE 2020 COUNTY BUDGET TO MAKE FUNDS AVAILABLE FOR USE BY THE
SHERIFF'S OFFICE WITHIN ITS STOP VIOLENCE ACCOUNT

WHEREAS, it is necessary to amend the budget and appropriate funds within the STOP Violence Account for use by the Sheriff's Office, where such funds are from the U.S. Department of Justice, Bureau of Justice Assistance, and Office of Justice Programs; now, therefore be it

RESOLVED, that the 2020 County budget be amended as follows:

REVENUES:

In Admin Unit 7900000000

Sheriff's Office

In Speed Type #410020

In Project 782215-Sheriff's STOP Violence

In Account 590012-Federal Aid Public Safety \$249,989

APPROPRIATIONS:

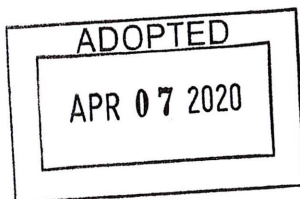
In Admin Unit 7900000000

Sheriff's Office

In Speed Type #410020

In Project 782215-Sheriff's STOP Violence \$249,989

STOP Prog
yv
mmd
dak



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

7th DAY OF April, 2020.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 FEB 25 PM 2:30

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

5				APRIL 7, 2020 SESSION
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. KINNE				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
12. KNAPP				
TOTAL	17	0		

6.

April 7, 2020

045

Motion Made By Mr. Holmquist , Mrs. Ervin

RESOLUTION NO. _____

CONFIRMING APPOINTMENT TO THE ONONDAGA COUNTY CULTURAL RESOURCES TRUST

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly appointed and designated pursuant to Section 22.05 of the New York State Arts and Cultural Affairs Law, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County Cultural Resources Trust:

APPOINTMENT:

Regina McArthur
215 Hazelwood Avenue
Syracuse, New York 13224

TERM EXPIRES:

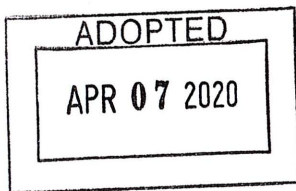
August 3, 2020

and

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

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointment of the above named individual as a member of the Onondaga County Cultural Resource Trust for the term specified above or until subsequent action by the County Executive.

Appt – Cultural Resource Trust
yv
dak



FILED WITH CLERK
ONON. CO. LEG.
Feb 13, 2020
KMF

20 MAR -5 PM 3:32

ONONDAGA COUNTY
LEGISLATURE
RECEIVED

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

7th DAY OF April, 2020.

Deborah A. Matus

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

6

APRIL 7, 2020
SESSION

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

7.

April 7, 2020

046

Motion Made By Mr. Holmquist

RESOLUTION NO. _____

CONFIRMING APPOINTMENTS TO THE SYRACUSE/ONONDAGA COUNTY PLANNING BOARD

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, pursuant to Article XII, Section 12.01 of the Onondaga County Administrative Code, appoints the following individuals, subject to confirmation of the County Legislature, to the Syracuse/Onondaga County Planning Board:

APPOINTMENTS:

Marty Masterpole
344 Coleridge Avenue
Syracuse, New York 13204

TERM EXPIRES:

December 31, 2023

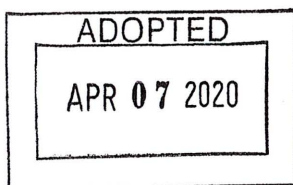
Michael LaFlair
221 Horan Road
Solvay, New York 13209

December 31, 2022

now, therefore be it

RESOLVED, that the Onondaga County Legislature does confirm the appointments of the above individuals to serve as members of the Syracuse/Onondaga County Planning Board for the term specified above or until subsequent action by the County Executive.

Appt – Syr OC Planning Board
yv
dak



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

7th DAY OF April, 2020

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 FEB 28 PM 3:30

ONONDAGA COUNTY
LEGISLATURE

7

APRIL 7, 2020
SESSION

LEGISLATOR

AYES:

NOES:

ABSENT:

1. MAY

17. ERVIN

4. TASSONE

5. CODY

6. ABBOTT-KENAN

7. KUHN

8. RYAN

9. CHASE

10. HOLMQUIST

11. McBRIDE

13. BUSH

14. JORDAN

15. KINNE

16. WILLIAMS

2. ROWLEY

3. BURTIS

12. KNAPP

TOTAL

17 0

8.

April 7, 2020

047

Motion Made By Mr. Knapp, Ms. Kuhn

RESOLUTION NO. _____

CONFIRMING REAPPOINTMENT BY THE CHAIRMAN OF THE ONONDAGA COUNTY
LEGISLATURE TO THE BOARD OF DIRECTORS OF THE ONONDAGA CIVIC DEVELOPMENT
CORPORATION

WHEREAS, the Chairman of the Onondaga County Legislature has duly reappointed and designated, subject to confirmation by the Onondaga County Legislature, the following individual to serve as the Chairman's appointee to the Board of Directors of the Onondaga Civic Development Corporation:

REAPPOINTMENT:

Kimberly Townsend
4408 Dolomite Drive
Syracuse, New York 13215

TERM EXPIRES:

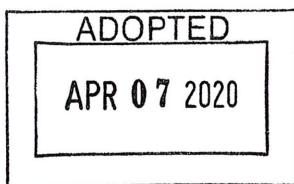
October 6, 2022

and

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

RESOLVED, that the Onondaga County Legislature does hereby confirm the reappointment of the above individual to serve as the Chairman's appointee to the Board of Directors to the Onondaga Civic Development Corporation.

OCDC Townsend 2020
DLL
Lht
dak



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

7th DAY OF April, 2020

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 FEB 20 PM 2:06

ONONDAGA COUNTY
LEGISLATURE
RECEIVED

8

APRIL 7, 2020
SESSION

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

April 7, 2020

9.
048

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

RESOLUTION NO. _____

**NAMING THE CRIMINAL COURTS BUILDING AT 505 SOUTH STATE STREET IN HONOR OF
THE HONORABLE JAMES C. TORMEY, III, FORMER JUSTICE OF THE NEW YORK STATE
SUPREME COURT**

WHEREAS, the Honorable James C. Tormey, III, a native of Onondaga County, dedicated his lengthy and accomplished career to public service and enhancing our community; and

WHEREAS, the Honorable James C. Tormey, III, first served as an Onondaga County Legislator in 1977, then was re-elected to serve a total of five terms through 1987, where his tenure included rising to serve as Chairman of the Legislature's Health Committee; and

WHEREAS, the Honorable James C. Tormey, III, a Syracuse native, served as the Administrative Judge for the Fifth Judicial District of the New York State Courts from 2000 through 2019, having been appointed to serve in that position by the Chief Administrative Judge; and

WHEREAS, the Honorable James C. Tormey, III, also served as Justice of the New York State Supreme Court, first appointed in 1995 and shortly thereafter elected to serve a fourteen-year term, and served as Syracuse City Court Judge, elected to that position in 1987 and serving through 1995; and

WHEREAS, during the tenure of the Honorable James C. Tormey, III, as Administrative Judge for the Fifth Judicial District, Judge Tormey oversaw 300 judges and 600 court employees for nearly two decades within Herkimer, Jefferson, Lewis, Oneida, Onondaga and Oswego Counties; and

WHEREAS, as Administrative Judge for the Fifth Judicial District, the Honorable James C. Tormey, III, was a dedicated administrator who successfully improved the operation of the courts, instituted centralized arraignments in Onondaga and Oneida Counties, organized peer review and mentoring programs for judges, and spearheaded access-to-justice initiatives; and

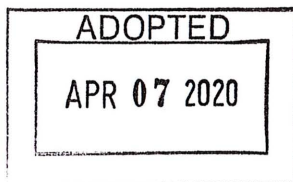
WHEREAS, in addition to his numerous accomplishments, the Honorable James C. Tormey, III, proudly coached local youth in the sports of lacrosse, little league and hockey, founded the Valley Lacrosse League in 1992, and was instrumental in the planning of a new turf lacrosse and football field in the Valley area of the City of Syracuse; and

WHEREAS, it is the desire of this Onondaga County Legislature to recognize the outstanding history of dedicated public service by the Honorable James C. Tormey, III, and to name the Onondaga County Criminal Courts Building at 505 South State Street, Syracuse New York as the "Honorable James C. Tormey, III, Criminal Courts Building"; now, therefore be it

RESOLVED, that for purposes of this naming resolution, this Legislature hereby waives the provision of paragraph 5 of Resolution No. 398-2000 regarding naming of courthouses, given the many years of dedicated public service by the Honorable James C. Tormey, III, and his unerring dedication to bettering Central New York; and, be it further

RESOLVED, in recognition of this outstanding career and commitment to public service, this Onondaga County Legislature hereby names the building at 505 South State Street as the "Honorable James C. Tormey, III, Criminal Courts Building".

Naming Ct Hs
LHT
mmd
dak/kmf



FILED WITH CLERK
ONON. CO. LEG.
Feb 25, 2020
Kmf

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

7th DAY OF April, 2020.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 APR - 2 AM 10:22

ONONDAGA COUNTY
LEGISLATURE

9

APRIL 7, 2020
SESSION

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

Replacement

10.

April 7, 2020

Motion Made By Mr. Knapp

RESOLUTION NO. 049

AMENDING THE HEALTH BENEFIT PLAN FOR CERTAIN RETIREES, SPOUSES AND
DEPENDENTS

WHEREAS, the COVID-19 pandemic is resulting in an economic slowdown, reducing potential revenues that will result in state and local governments in financial stress; and

WHEREAS, the County is taking various initial measures in response to the fiscal outlook, including without limitation imposing a hiring freeze, implementing an austerity budget, reducing 103 employees, and pausing or delaying various capital projects, as well as offering the 2020 Voluntary Retirement Incentive Program; and

WHEREAS, eligible retirees of Onondaga County and Onondaga Community College, including eligible surviving spouses and dependents, may currently participate in the Onondaga County Health Benefit Plan with contributions derived from a fixed percentage of the annual premium equivalent rate based on Onondaga County's costs to administer such group plan; and

WHEREAS, the 2020 Voluntary Retirement Incentive Program provides for the benefit of eligible individuals who choose to separate from the County's workforce, with the right to pay only 15% of the annual premium equivalent for Retiree Health Care plans offered, subject to ongoing eligibility rules, with such benefit provided by the County for the life of the retiree and eligible survivors; and

WHEREAS, to further address fiscal stresses, with the exception of individuals who have already retired and with the exception of those opting into the 2020 Voluntary Retirement Incentive Program, it is necessary to make further changes to the Onondaga County Health Benefit Plan to increase the percent contribution to the annual premium equivalent rate for certain retirees, eligible surviving spouses and eligible dependents, as provided for herein; now, therefore be it

RESOLVED, that excluding those who have already retired and those who opt into the 2020 Voluntary Retirement Incentive Program, all retirees shall contribute twenty-two percent (22%) of the total cost of the annual premium equivalent rate (PER); except that for those who will retire under bargaining unit agreements currently in effect and whose provisions continue to remain in effect as provided for in Article 14 of the NYS Civil Service Law, the 22% annual premium equivalent rate shall take effect upon the expiration of the current applicable agreement, or the expiration of the successor agreement to a currently expired agreement; and, be it further

RESOLVED, eligible surviving spouses and eligible dependents who become newly eligible to maintain coverage after the death of the retiree shall pay 22% of the annual premium equivalent rate, in accordance with County Health Benefit Plan Rules; and, be it further

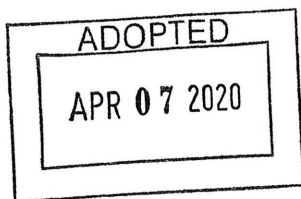
RESOLVED, that this increase in percent contribution toward the annual premium equivalent rate for retiree health benefit coverage applies to all those who participate in the Onondaga County Health Benefit Plan, Medicare Advantage, or a participating HMO, and are covered by the following bargaining agreements: Onondaga County unrepresented employees, including county elected officials; the Onondaga Local 834, CSEA, Inc.; the Onondaga Local 834, CSEA-Correction Unit; the Deputy Sheriffs Benevolent Association of Onondaga County, Inc.; the Onondaga Correction Captains Association; the

International Union of Operating Engineers Local 832-S AFL-CIO; the Central and Northern New York Basic Building Trades Council, and the New York State Nurses Association; and, be it further

RESOLVED, an increase in percent contribution toward the annual premium equivalent rate for the collectively bargained annual premium equivalent rate for retiree health benefit coverage shall apply to those covered by the Onondaga County Sheriff Police Association, and the Onondaga Sheriffs Captains Association collective bargaining agreements only as negotiated by the County and the Unions; and, be it further

RESOLVED, that any prior resolution relating to health benefits for retirees and eligible surviving spouses and dependents hereby is amended to be consistent with this resolution, including without limitation Resolutions Nos. 335-1992, 66-1993, 110-1993, 133-1993, 156-1998, and 53-2013 and are each deemed amended to the extent necessary so as to be consistent with this resolution, and such provisions contained herein are to be construed in a manner so as to be consistent with and are not intended to alter rights, duties or obligations, if any, arising from any collective bargaining agreement still in effect or any applicable provisions of the Taylor law.

Retiree Health Care. 4.2.20
LHT
kmf



FILED WITH CLERK
ONON. CO. LEG.
March 25, 2020
HMF

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

7th DAY OF April, 2020.

Deborah A. Matus

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 APR -3 PM 1:03

LEGISLATURE
ONONDAGA COUNTY
RECEIVED

103

APRIL 7, 2020
SESSION

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

Waiver

10a.

April 7, 2020

050

Motion Made By Mr. Knapp

RESOLUTION NO. _____

ESTABLISHING A VOLUNTARY RETIREMENT INCENTIVE PROGRAM

WHEREAS, Onondaga County has a history of establishing priorities and allocating resources for use in service delivery, construction, and maintenance of infrastructure and facilities, as well as creating additional opportunities for growth and development; and

WHEREAS, an integral component of budget management is accurately forecasting the shape of the workforce and the distribution of functions and duties across the authorized roster of positions, with such forecast being necessary to establish and manage appropriations for salaries, benefits, and other personnel expenses; and

WHEREAS, offering certain employees an incentive to voluntarily separate from the workforce before the start of the next fiscal year provides a management tool for implementing the financial plan for the current and future fiscal years, including reshaping the County's workforce and continuing reorganization of departments and administrative units; now, therefore be it

RESOLVED, that the County hereby establishes a voluntary retirement incentive program ("VRIP") for the benefit of eligible individuals who choose to separate from the County's workforce, where such eligibility criteria are defined herein; and, be it further

RESOLVED, that eligible individuals opting into the VRIP will receive: (1) a one-time payment in the amount of Five Thousand Dollars (\$5,000.00), to be paid in a lump sum as soon as practicable following their completion of all required paperwork and their actual separation from the County workforce; (2) the right to pay only fifteen percent (15%) of the annual premium equivalent rate of the retiree health insurance benefit, with such benefit provided by the County for the life of the retiree and life of eligible survivors; and (3) normal terminal leave (i.e. vacation leave, personal leave, and compensatory time) payouts consistent with the Collective Bargaining Agreement and County custom and practice; and, be it further

RESOLVED, regarding the immediately preceding Resolved Clause, paragraph (2) does not apply to those unions where the retiree contribution rate is included in the collective bargaining agreement; and, be it further

RESOLVED, that individuals separating from the County workforce beginning with the date February 10, 2020 may participate, provided that the individual meets all of the eligibility criteria herein; and, be it further

RESOLVED, that in order to be eligible to participate in the VRIP, an individual must: (1) be employed by the County in a full-time regular line item budget position (excludes 103 positions) on February 9, 2020; (2) be at least 55 years old and have at least 5 years of service with the County on the date of separation; (3) voluntarily elect to participate in the VRIP no later than May 29, 2020 by irrevocably tendering resignation from employment within the County's workforce using an executed form provided by the County Department of Personnel; and (4) actually separate from the County's workforce between February 10, 2020 and not later than the close of business on the respective separation date (defined herein); and, be it further

RESOLVED, that individuals choosing to participate in the VRIP are required to leave the County's workforce no later than the following "respective separation date":

- any otherwise eligible individual who reaches 55 years of age and 5 years of service on or before June 30, 2020 must leave the County's workforce no later than June 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from July 1, 2020 through July 31, 2020 must leave the County's workforce no later than July 31, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from August 1, 2020 through August 31, 2020 must leave the County's workforce no later than August 31, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from September 1, 2020 through September 30, 2020 must leave the County's workforce no later than September 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from October 1, 2020 through October 31, 2020 must leave the County's workforce no later than October 31, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from November 1, 2020 through November 30, 2020 must leave the County's workforce no later than November 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from December 1, 2020 through December 31, 2020 must leave the County's workforce no later than December 31, 2020;

and; be it further

RESOLVED, that May 29, 2020 is the final day to elect to participate in the VRIP, regardless of the individual's respective separation date; and, be it further

RESOLVED, that the VRIP ends December 31, 2020; and, be it further

RESOLVED, for represented positions, individuals may participate provided that the union has authorized that the incentive be offered to covered unit members; and, be it further

RESOLVED, that individuals opting into the VRIP will waive the one-time lump payment of Five Thousand Dollars (\$5,000.0), if the individual accepts a retirement incentive pursuant to the NYS Retirement System; and, be it further

RESOLVED, that elected officials are ineligible to participate in the VRIP; and, be it further

RESOLVED, that individuals who retired from the County prior to February 10, 2020 are ineligible to participate in the this VRIP; and, be it further

RESOLVED, that the participation form provided by the County Department of Personnel shall contain, among other things, language affirming that the individual's participation is voluntary, that the individual shall not seek regular, full-time employment with the County after accepting the incentive, and

that the individual waives and otherwise releases the County from liability from claims of liability associated with the program or employment with the County; and, be it further

RESOLVED, that the participating individual receiving the incentive shall be responsible for taxes attributable to the receipt of such lump sum amount and shall report such amount as required by applicable law and regulations, including, but not limited to, the code and regulations of the United States Internal Revenue Service and the New York State Department of Taxation and Finance; and, be it further

RESOLVED, any individual electing to participate in the VRIP is not required to apply for the retirement benefits; said another way, a person choosing to leave the County's workforce does not need to begin to draw upon the pension in order to receive the VRIP incentive described within this resolution; and, be it further

RESOLVED, that all eligible individuals are encouraged to seek counsel and advice from legal and financial professionals about the benefits and risks associated with participation in this program and to avail themselves of consultation through resources provided by the Office of the New York State Comptroller and the New York State & Local Retirement System; and, be it further

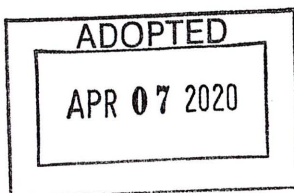
RESOLVED, that the program shall not be construed in a manner so as to alter or otherwise conflict with applicable law and regulations, including, but not limited to, provisions of New York State Civil Service Law or the provisions of New York State Retirement and Social Security Law, including such provisions relating to public employment retirement benefits and eligibility therefor; and, be it further

RESOLVED, that if any provision of this resolution shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable; and, be it further

RESOLVED, that this resolution shall be automatically repealed, without further action of this Legislature, unless the Resolution Authorizing the Health Benefit Plan for Certain Retirees regarding the 22% contribution rate is adopted and in effect; and, be it further

RESOLVED, that the Chief Fiscal Officer, or his designee, is requested to provide information regarding this VRIP upon conclusion of the election period.

Retirement Incentive 4.2.2020
LHT
kmf



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

7th DAY OF April, 2020.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 APR -3 PM 1:03

ONONDAGA COUNTY
LEGISLATURE

10a.

APRIL 7, 2020
SESSION

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			Mr. May requested a waiver to present the resolution. No objection; waiver allowed.
17. ERVIN	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. JORDAN	✓			
15. KINNE	✓			
16. WILLIAMS	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
12. KNAPP	✓			
TOTAL	17	0		

//

April 7, 2020

051

Motion Made By Mr. Knapp

RESOLUTION NO. _____

AMENDING THE 2020 COUNTY BUDGET TO ACCEPT FUNDS RELATED TO AMENDMENTS
TO THE 2004 STIPULATED JUDGMENT BETWEEN HONEYWELL INTERNATIONAL INC. AND
THE COUNTY

WHEREAS, it is the desire of the County and Honeywell to amend the 2004 Stipulated Judgment to, inter alia, provide for a payment by Honeywell of six hundred and twenty five thousand dollars (\$625,000); now, therefore be it

RESOLVED, that the 2020 County Budget be amended as follows:

REVENUES:

In Admin Unit 6900000000

Parks & Recreation Department

Speed Type #510040

In Project 522741 Loop the Lake Trails

In Account 590057 – Other Miscellaneous Revenues \$625,000

APPROPRIATIONS:

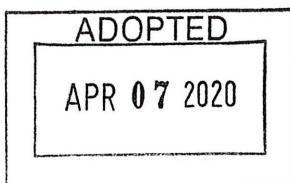
In Admin Unit 6900000000

Parks & Recreation Department

Speed Type #510040

In Project 522741 Loop the Lake Trails \$625,000

HW Approp Reso
by
dak/kmf



FILED WITH CLERK
ONONDAGA CO. LEG.
March 6, 2020
KMF

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

7th DAY OF April, 2020.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 APR -2 AM 10:32

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

<div>11</div> <div>Motion to table</div>				APRIL 7, 2020 SESSION
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY		✓		Mr. Kerne made a motion to table; seconded by Dr. Chase
17. ERVIN		✓		
4. TASSONE		✓		
5. CODY		✓		
6. ABBOTT-KENAN		✓		
7. KUHN	✓			
8. RYAN		✓		
9. CHASE	✓			
10. HOLMQUIST		✓		
11. McBRIDE		✓		
13. BUSH	✓			
14. JORDAN	✓			
15. KINNE	✓			
16. WILLIAMS		✓		
2. ROWLEY	✓			
3. BURTIS		✓		
12. KNAPP		✓		Motion to table Defeated.
TOTAL	6	11		

//				APRIL 7, 2020 SESSION
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN		✓		
8. RYAN	✓			
9. CHASE		✓		
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH		✓		
14. JORDAN		✓		
15. KINNE		✓		
16. WILLIAMS	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
12. KNAPP	✓			
TOTAL	12	5		

12.

April 7, 2020

052

Motion Made By Mr. Knapp

RESOLUTION NO. _____

APPROVING THE CLASSIFICATION OF A TYPE I ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT; ACCEPTING THE ENVIRONMENTAL ASSESSMENT FORM; AND ACCEPTING AND ADOPTING THE NEGATIVE DECLARATION FOR PROPOSED AMENDMENTS TO THE 2004 STIPULATED JUDGMENT BETWEEN THE COUNTY AND HONEYWELL INTERNATIONAL INC.

WHEREAS, Pursuant to a 2004 Stipulated Judgment, Honeywell International Inc. (Honeywell) is obligated to pay Remedial Use fees to the County on certain tax parcels it owns, which fees are in addition to real property taxes paid by Honeywell and fees paid to the County for the treatment of effluent resulting from remedial activity on those parcels; and

WHEREAS, in 2015, the County and Honeywell amended the 2004 Stipulation to provide for payment by Honeywell to the County and to suspend Remedial Use fees through 2020 to further promote and encourage prompt remediation and make available or return such remedial properties to productive qualifying uses; and

WHEREAS, considering the significant progress made to date and the longstanding policy of Onondaga County to own the property surrounding Onondaga Lake to enhance public access to an important remediated waterbody, it is the desire of the County and Honeywell to enter into a second amendment to the 2004 Stipulated Judgment to further suspend Remedial Use fees, provide for a payment by Honeywell, transfer five Honeywell-owned tax parcels adjacent to Onondaga Lake in the Town of Geddes and City of Syracuse to the County, and enter into two leases with Honeywell for the use of adjacent parking areas located on tax parcel number 028.-1-9.1 in the Town of Geddes; and

WHEREAS, an analysis of the potential environmental impacts of the proposed 2004 Stipulated Judgment amendments, if any, has been undertaken pursuant to the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the County has classified the proposed action as a Type I action pursuant to SEQRA, and based on the anticipated environmental impacts of the project as determined by the completed Environmental Assessment Form (EAF), the County has made a preliminary determination that the proposed action will have no significant environmental impacts; now, therefore be it

RESOLVED, that this Onondaga County Legislature, for the purposes of SEQRA, determines that the proposed action is a Type I Action; and, be it further

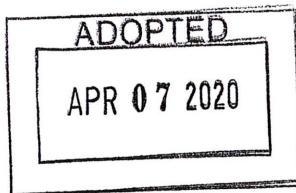
RESOLVED, that the EAF for this project has been prepared and reviewed and is on file with the Clerk of the Legislature; and, be it further

RESOLVED, that the EAF is satisfactory with respect to scope and content and adequacy in compliance with SEQRA and is accepted by this Onondaga County Legislature; and, be it further

RESOLVED, that this Onondaga County Legislature does accept and adopt the Negative Declaration for the 2004 Stipulated Judgment amendments proposed herein, including the property transfers and leases, and has determined that the proposed action will not have a significant adverse effect on the environment; and, be it further

RESOLVED, that the Onondaga County Executive, or his designee, is authorized to take such actions to comply with the requirements of SEQRA, including without limitation, identification and circulation of the proposed findings to other involved agencies, if any, the execution of documents and filing and publishing of same and any other actions to implement the intent of this resolution.

SEQRA - RUF
BMY
dak/kmf



FILED WITH CLERK
ONON. CO. LEG.
Feb. 25, 2020
KMF

20 APR -2 AM 10:32

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

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

7th DAY OF April, 2020

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

Full Environmental Assessment Form
Part 1 - Project and Setting

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

20 MAR -5 PM 2:19

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: AMENDING 2004 STIPULATED JUDGMENT BETWEEN HONEYWELL INTERNATIONAL INC. AND THE COUNTY		
Project Location (describe, and attach a general location map): Westshore of Onondaga Lake and adjacent property		
Brief Description of Proposed Action (include purpose or need): Onondaga County seeks to amend a Stipulated Judgement with Honeywell International Inc. to, inter alia, provide for Honeywell's transfer of ownership of tax parcel numbers 029.-1-3.1 (Town of Geddes), 114.-2-42 (City of Syracuse), 114.-2-43 (City of Syracuse), 114.-2-44 (City of Syracuse), and 114.-2-45 (City of Syracuse) to the County and the leasing to the County of approximately 1,800 parking spots on the Willis Ave Parking Area (west) located on tax parcel number 028.-1-9.1 (Town of Geddes) for 10 years in addition to approximately 1,800 parking spots on the Willis Ave Parking Area (east), also located on tax parcel number 028.-1-9.1, for 1 year, with the option for 10 automatic one-year renewal terms.		
Name of Applicant/Sponsor: Onondaga County	Telephone: 315-435-2747	
	E-Mail: travisglazier@ongov.net	
Address: 421 Montgomery Street		
City/PO: Syracuse	State: NY	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Travis Glazier, Director of the Office of Environment for Onondaga County	Telephone: 315-435-2647	
	E-Mail: travisglazier@ongov.net	
Address: 421 Montgomery Street		
City/PO: Syracuse	State: NY 13202	Zip Code:
Property Owner (if not same as sponsor): Honeywell International Inc.	Telephone: 315-552-9713	
	E-Mail:	
Address: 310 Plainfield Rd, Suite 330		
City/PO: Syracuse	State: NY	Zip Code: 13212

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Onondaga County Legislature	February 2020
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Court approval (NDNY)	April 2020
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, identify the plan(s): _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☒ No

If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No
If Yes

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District and Solvay Union Free District

Syracuse City Police Department, Geddes Police, Onondaga County Sheriff, New York State Troopers

Solvay Fire Department, Syracuse Fire Department

Onondaga Lake Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial / Public / Recreational

b. Total acreage to be physically disturbed? 0 acres

or controlled by the applicant or project sponsor? _____ 102 acres

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

If Yes,

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may

- _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ 	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

- proposed method of plant removal: _____

- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="margin-left: 40px;"> _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) </p> <p>ii. Describe types of new point sources. _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ dawn until dusk • Saturday: _____ dawn until dusk • Sunday: _____ dawn until dusk • Holidays: _____ dawn until dusk </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ dawn until dusk • Saturday: _____ dawn until dusk • Sunday: _____ dawn until dusk • Holidays: _____ dawn until dusk
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ dawn until dusk • Saturday: _____ dawn until dusk • Sunday: _____ dawn until dusk • Holidays: _____ dawn until dusk 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p> <p>Not contemplated, but any use on County property would be in accordance with County pesticide policies and state standards or requirements. _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:
There will be no production of hazardous waste.

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses.			
i. Check all uses that occur on, adjoining and near the project site.			
<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm)
<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Aquatic	<input checked="" type="checkbox"/> Other (specify): Park
ii. If mix of uses, generally describe: _____			
b. Land uses and covertypes on the project site.			
Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	20%	20%	0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	70%	70%	0
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	10%	10%	0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☒ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☒ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☒ Yes – Environmental Site Remediation database Provide DEC ID number(s): 734075, 734026, 734078, 734008, 734030
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): 734072, 734126, 734083, 734075, C734083, 734026, 734081, 734078, 734008, 734030, C734119
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
no further action/closed, subject to engineering and institutional controls, active,

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No													
<ul style="list-style-type: none"> • If yes, DEC site ID number: <u>Wastebed B, Semet</u> • Describe the type of institutional control (e.g., deed restriction or easement): <u>Deed restriction / notice (forthcoming)</u> • Describe any use limitations: <u>no groundwater, limited disturbance, change of use, non-residential/agriculture</u> • Describe any engineering controls: <u>site controls, covers</u> • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No • Explain: _____ 													
No changes to existing conditions are proposed as part of this action _____ _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ <u>unkown</u> feet													
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><u>unkown</u></td> <td style="width: 5%;"></td> <td style="width: 35%; text-align: right;">%</td> </tr> <tr> <td>_____</td> <td></td> <td style="text-align: right;">%</td> </tr> <tr> <td>_____</td> <td></td> <td style="text-align: right;">%</td> </tr> </table>		<u>unkown</u>		%	_____		%	_____		%			
<u>unkown</u>		%											
_____		%											
_____		%											
d. What is the average depth to the water table on the project site? Average: <u>unknown</u> feet													
e. Drainage status of project site soils: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"><input type="checkbox"/> Well Drained:</td> <td style="width: 30%;"></td> <td style="width: 40%; text-align: right;">% of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Moderately Well Drained:</td> <td></td> <td style="text-align: right;">% of site</td> </tr> <tr> <td><input type="checkbox"/> Poorly Drained</td> <td></td> <td style="text-align: right;">% of site</td> </tr> </table>		<input type="checkbox"/> Well Drained:		% of site	<input checked="" type="checkbox"/> Moderately Well Drained:		% of site	<input type="checkbox"/> Poorly Drained		% of site			
<input type="checkbox"/> Well Drained:		% of site											
<input checked="" type="checkbox"/> Moderately Well Drained:		% of site											
<input type="checkbox"/> Poorly Drained		% of site											
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><input type="checkbox"/> 0-10%:</td> <td style="width: 30%;"></td> <td style="width: 30%; text-align: right;">% of site</td> </tr> <tr> <td><input type="checkbox"/> 10-15%:</td> <td></td> <td style="text-align: right;">% of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td></td> <td style="text-align: right;">% of site</td> </tr> </table>		<input type="checkbox"/> 0-10%:		% of site	<input type="checkbox"/> 10-15%:		% of site	<input type="checkbox"/> 15% or greater:		% of site			
<input type="checkbox"/> 0-10%:		% of site											
<input type="checkbox"/> 10-15%:		% of site											
<input type="checkbox"/> 15% or greater:		% of site											
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____ _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
ii. Do any wetlands or other waterbodies adjoin the project site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name <u>895-70</u></td> <td style="width: 50%;">Classification <u>C</u></td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name <u>Federal Waters, NYS Wetland</u></td> <td>Approximate Size <u>NYS Wetland (in acres):25</u></td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2"><u>SYW-19</u></td> </tr> </table>		• Streams:	Name <u>895-70</u>	Classification <u>C</u>	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name <u>Federal Waters, NYS Wetland</u>	Approximate Size <u>NYS Wetland (in acres):25</u>	• Wetland No. (if regulated by DEC)	<u>SYW-19</u>	
• Streams:	Name <u>895-70</u>	Classification <u>C</u>											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name <u>Federal Waters, NYS Wetland</u>	Approximate Size <u>NYS Wetland (in acres):25</u>											
• Wetland No. (if regulated by DEC)	<u>SYW-19</u>												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
If yes, name of impaired water body/bodies and basis for listing as impaired: _____ Name - Pollutants - Uses: <u>Onondaga Lake, southern end – Pathogens; Nutrients; Priority Organics; Metals – Recreation; Fish Consumption; Aquatic Life</u>													
i. Is the project site in a designated Floodway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
j. Is the project site in the 100-year Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
k. Is the project site in the 500-year Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													
If Yes: <ul style="list-style-type: none"> i. Name of aquifer: <u>Principal Aquifer, Primary Aquifer</u> 													

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Species and listing (endangered or threatened): <u>Indiana Bat, Straight-leaved Pondweed, Lake Sturgeon, Bald Eagle</u>
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing: _____
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: <u>limited duck/bird hunting on lake, no access from site</u>
E.3. Designated Public Resources On or Near Project Site
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____

e. 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____ 	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): _____ ii. Basis for identification: _____ 	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles. 	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No 	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

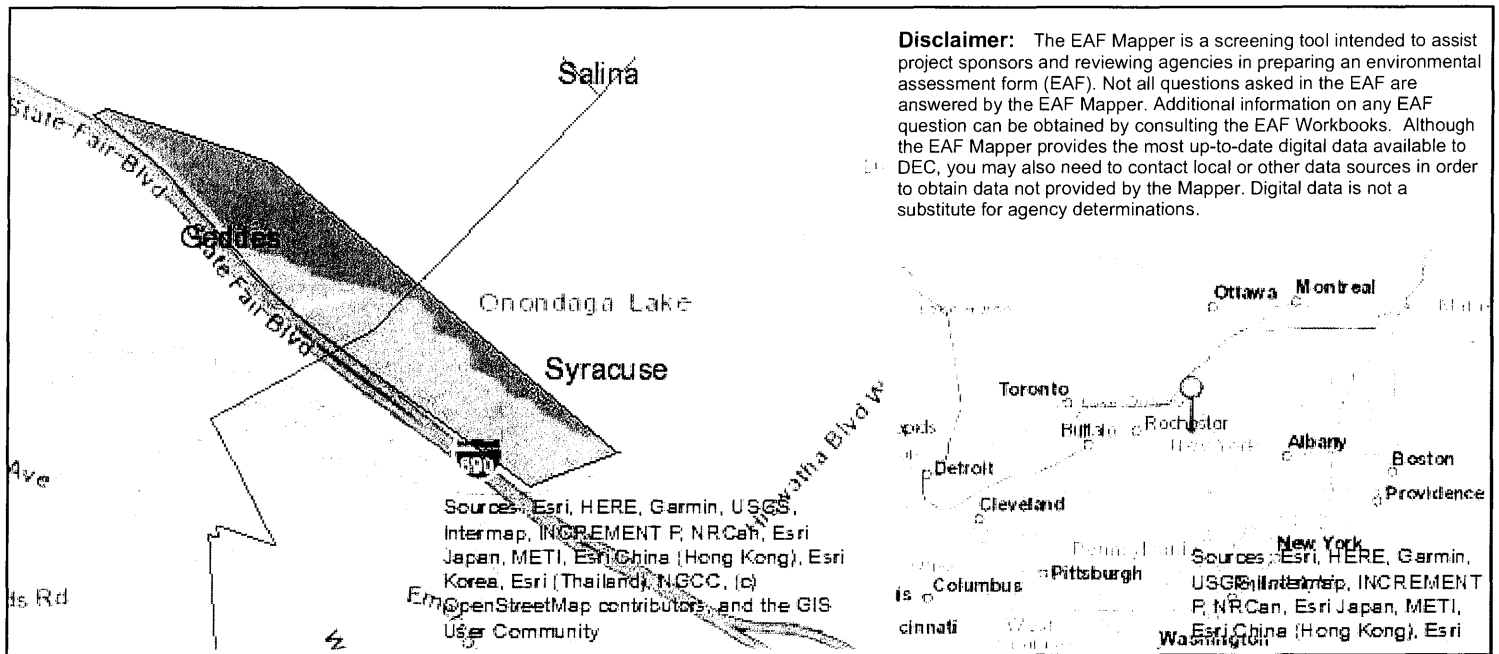
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

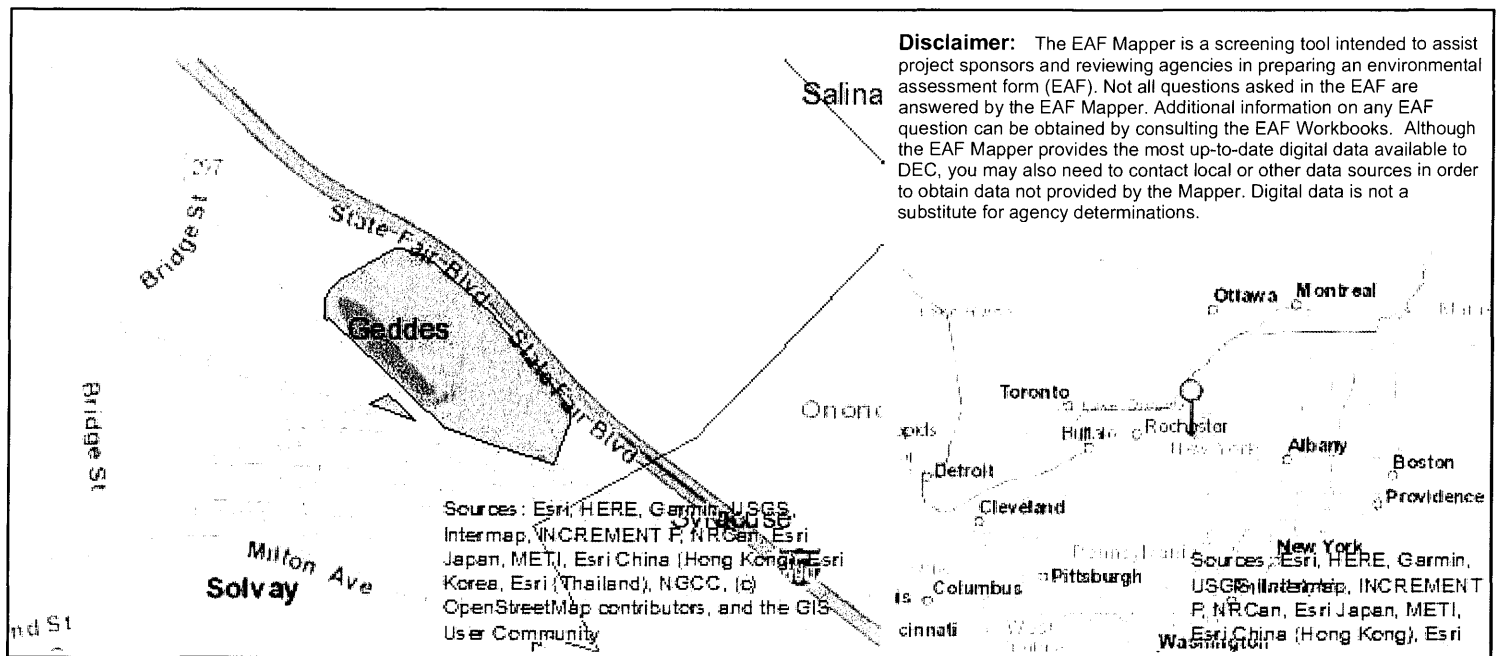
Applicant/Sponsor Name Travis Glazier - Office of the Environment Date 2/21/20

Signature  Title Director



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites:734075, Remediation Sites:734026, Remediation Sites:734078, Remediation Sites:734008, Remediation Sites:734030
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	734075, 734026, 734078, 734008, 734030
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	734072, 734126, 734083, 734075, C734083, 734026, 734081, 734078, 734008, 734030
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	895-70
E.2.h.iv [Surface Water Features - Stream Classification]	C

Name]	Surface Water Features - Wetlands - Federal Waters, NYC Wetlands
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):25.3
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	SYW-19
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Onondaga Lake, southern end – Pathogens;Nutrients;Priority Organics;Metals – Recreation;Fish Consumption;Aquatic Life, Name - Pollutants - Uses:Harbor Brook, Lower, and tribs – Pathogens;Nutrients;Other Pollutants;Ammonia – Recreation;Public Bathing;Habitat/Hydrology;Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat, Straight-leaved Pondweed, Lake Sturgeon, Bald Eagle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites:734026, Remediation Sites:734008
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	734026, 734008
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	734072, C734119, 734126, 734075, 734026, 734081, 734078, 734008, 734030
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No

E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat, Straight-leaved Pondweed, Lake Sturgeon, Bald Eagle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project : Stipulated Judgment Amendment
 Date : 2/21/20

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>		

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☐ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air

The proposed action may include a state regulated air emission source.

(See Part 1. D.2.f., D.2.h, D.2.g)

If "Yes", answer questions a - f. If "No", move on to Section 7.

☒ NO

☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)

If "Yes", answer questions a - j. If "No", move on to Section 8.

☒ NO

☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☒ NO☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☒ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.

(See Part 1. C.1, C.2. and C.3.)

If "Yes", answer questions a - h. If "No", go to Section 18.

☒ NO

☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.

(See Part 1. C.2, C.3, D.2, E.3)

If "Yes", answer questions a - g. If "No", proceed to Part 3.

☒ NO

☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The proposed action consists of the transfer of approximately 60 acres along the western shoreline of Onondaga Lake from Honeywell to the County for use by the public. Pursuant to a Natural Resource Damages project performed by Honeywell, the parcel will contain a public trail and lake access areas. Further, the County will be leasing a portion of a tax parcel from Honeywell for use of two constructed parking lots. No construction activities are included as part of this proposed action to enter into an amendment to a federal court settlement agreement; it solely involves property rights and transactions. The sites will be used and managed in accordance with all applicable environmental regulations and standards and remedial programs. The sites are overseen by the DEC and all required approvals will be sought, including any needed change of use authorization, no engineering or institutional controls will be affected, and use is supported by health risk assessments. Therefore, in accordance with Article 8 of the Environmental Conservation Law, the County hereby determines that this action will not have any significant adverse impacts on the environment and issues a negative declaration.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Onondaga County _____ as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Stipulated Judgment Amendment

Name of Lead Agency: Onondaga County - Office of the Environment

Name of Responsible Officer in Lead Agency: Travis Glazier

Title of Responsible Officer: Director

Signature of Responsible Officer in Lead Agency:  Date: 2/21/20

Signature of Preparer (if different from Responsible Officer) _____ Date: _____

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

12

APRIL 7, 2020
SESSION

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

13.

April 7, 2020

053

Motion Made By Mr. Knapp

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PROPOSED LEASING OF SEWER SYSTEMS FROM CERTAIN MUNICIPALITIES WITHIN THE ONONDAGA COUNTY CONSOLIDATED SANITARY DISTRICT

WHEREAS, pursuant to Article 11-A of the Onondaga County Administrative Code, the Commissioner of the Department of Water Environment Protection (the "Commissioner") has prepared and submitted to this Onondaga County Legislature a Report dated January 6, 2020 (the "Report"), duly approved by the County Executive, recommending the acquisition via forty-year lease, with option to renew for four additional ten-year terms and at a cost of one dollar per year, of the sanitary sewer infrastructure within the Onondaga County Consolidated Sanitary District (the "CSD") owned by the Town of Manlius, Town of DeWitt, Town of Pompey, Village of Manlius, and Village of Fayetteville, as well as the sanitary sewer infrastructure owned by the City of Syracuse and located within the Meadowbrook-Limestone Service Area of the CSD, all as more fully set forth in the Report; and

WHEREAS, this County Legislature duly adopted a resolution on February 4, 2020, calling a public hearing on the foregoing matter to be held in the Legislative Chambers in the County Court House, in Syracuse, New York on March 3, 2020, at 12:45 o'clock P.M., prevailing Eastern Time; and

WHEREAS, said public hearing was duly held at the time and place aforesaid, at which all persons interested were heard; and

WHEREAS, this County Legislature has given due consideration to the aforesaid Report and the evidence given at said public hearing; now, therefore be it

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

Section 1. Based upon the proceedings heretofore had and taken, it is hereby found and determined that it is necessary and in the public interest to approve the acquisition via forty-year lease, with option to renew for four additional ten-year terms and at a cost of one dollar per year, of the sanitary sewer infrastructure within the CSD owned by the Towns of Manlius, DeWitt, and Pompey, Villages of Manlius and Fayetteville, as well as the sanitary sewer infrastructure owned by the City of Syracuse and located within the Meadowbrook-Limestone Service Area of the CSD, and that said acquisitions will be of special benefit to all of the real property included within the limits of the CSD.

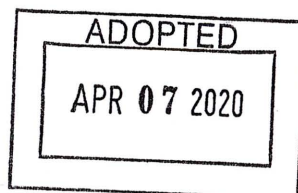
Section 2. A certified copy of this resolution shall be recorded in the office of the County Clerk and when so recorded shall be presumptive evidence of the regularity of the determinations herein contained. The Clerk of the County Legislature is hereby authorized and directed to cause a notice of such recording to be published once in the official newspaper of said County in the manner provided by law.

Section 3. This resolution shall take effect immediately.

FILED WITH CLERK
ONONDAGA CO. LEG.
March 5, 2020
BMC

11A MBL
BMY/mmd
dak/km

LEGISLATURE
ONONDAGA COUNTY
APR 07 2020



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

7th DAY OF April, 2020.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE

COMMISSIONER'S REPORT

January 6, 2020

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

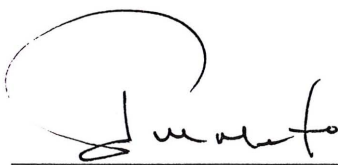
On January 6, 2020, the undersigned held a Commissioner's Hearing, open to the public, pursuant to subdivision (a) of Section 11.54 of the Onondaga County Administrative Code. The purpose of the hearing was to hear public comment on:

Authorizing the Leasing of Sewer Systems from Certain Municipalities
Within the Onondaga County Consolidated Sanitary District.

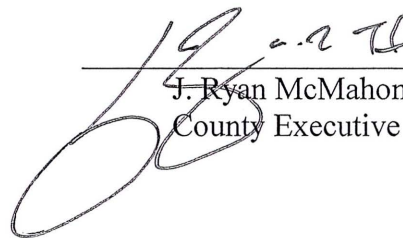
This hearing was properly posted and advertised. No one spoke in opposition to the proposal. It is recommended, based upon the undersigned review of the matter, that:

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

Respectfully submitted,



Frank M. Mento, P.E.
Commissioner



J. Ryan McMahon, II
County Executive

20 FEB 18 AM 9:57

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

In the Matter of:

AUTHORIZING THE LEASING OF SEWER SYSTEMS FROM
CERTAIN MUNICIPALITIES WITHIN THE ONONDAGA COUNTY
CONSOLIDATED SNAITARY DISTRICT.

A PUBLIC HEARING on the above-matter was conducted at the Onondaga County Department of Water Environment Protection, 3rd floor of the Administration Building, 650 Hiawatha Boulevard West, Syracuse, NY on Monday, January 6, 2020 at 4:00 p.m.

PRESENT: sign-in sheet attached

HEARING OFFICER: Frank M. Mento, P.E.
Commissioner
Department of Water Environment Protection

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

Reported By: Mary Gates
Administrative Assistant

Date: 1/6/2020

Mary Gates
Mary Gates
Administrative Assistant

PUBLIC HEARING
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT
PROTECTION
MONDAY, January 6, 2020

The following occurred at 4:12 p.m.:

Commissioner Mento: This is a Commissioner's Hearing to hear public comment on authorizing long term leases of sanitary sewer systems from certain municipalities located within the Onondaga County Consolidated Sanitary District ; therefore,

It is 4:12 p.m., and I declare the hearing open. If there are no objections, I would first like to present a prepared statement for the record and will hear comments and answer questions immediately following.

(No answer)

Commissioner Mento: I present the following statement for the record:

The acquisitions, via 40 year lease, with the option to renew for four (4) additional 10-year terms, and at a cost of \$1 per year, are to obtain access to the sanitary sewer infrastructure within the Onondaga Consolidated Sanitary District and owned by the Town of Manlius, Town of Dewitt, Town of Pompey, Village of Manlius, and Village of Fayetteville, as well as sanitary sewer infrastructure owned by the City of Syracuse and located in the Meadowbrook-Limestone service area.

The leases will provide Onondaga County and the Consolidated Sanitary District the necessary ownership rights to access the assets, perform maintenance and capital renewal work, and apply for preferred financing and select grant opportunities.

Final versions of the leases will be presented to the Onondaga County Legislature to assist with review of the Local Law. Upon adoption of the Local Law, the County Executive will execute the agreements.

The action has been designated a Type 1 under SEQRA and WEP has secured lead agency status.

Further public hearings and comment sessions, as required by the legislative process, will be held to allow for additional public comment.

This concludes my statement. Does anyone have any comments or questions?

C. Fadden: I am here representing the Village of Liverpool. Is this only for the municipalities in the Meadowbrook-Limestone service area?

Comm. Mento: Yes, in whole or in part.

C. Fadden: We received the County's Lead Agency letter. How are sections of sewer being evaluated for purchase? What terms were used? Did you consider the current debt service on the sewer infrastructure?

Comm. Mento: The leases are still a work in progress. I can tell you that they are blanket leases, meaning the leases cover all sewer assets without bias, regardless of age or condition. The County will be acting as "tenant" and the municipality as "landlord".

C. Fadden: Why were leases chosen (as the vehicle)?

Comm. Mento: Leases are the preferred mechanism. It is cleaner, it is easier and allows for the districts to be kept in place. The leases will give the County the ownership status that is required for financings. A 40-year lease with four 10-year renewals is as close to ownership as it gets, based upon the duration.

If any municipalities have a net surplus, it will be applied to the district assets. If there is any debt, the County will assume the debt. The County is better able to manage debt, given its good credit rating. Another advantage is that there will only be one sewer unit charge.

G. Sgromo: If the village has a surplus, they keep it. If a town or village has existing debt, then the other municipalities will have to pay for that debt.

Comm. Mento: The debt service for the municipality will be zero. The unit charge rate will increase, but it will spread out among more users. This is not an equity transfer. There are multiple inequities, but over the long term, there will be fairness and cost savings down the road.

G. Sgromo: There was concern over how the debt burden will be spread. Why lease? Will the assets be returned after 40 years?

Comm. Mento: A 40-year lease with renewals is the same as ownership. Actually, a municipality that has taken care of its assets will be rewarded – they will be relieved of their debt service.

G. Sgromo: When will the rest be done?

Comm. Mento: That will be up to the County Executive and the County Legislature. They will look at many factors: I&I, economic development, etc. Phase 2 could be 1 municipality, several municipalities or the rest of them.

C. Fadden: Once done, will the County be responsible for all emergencies? Things that are usually done by our DPW?

Comm. Mento: Yes.

C. Fadden: It makes sense. We need to stop cleaning clean water. We need to make room for more connections, more capacity.

Comm. Mento: Agreed. If there are no more comments, then I declare this hearing closed. Thank you all for coming.

(End of hearing at 4:30 p.m.)

* * * * *

Commissioner's Hearing

Date: January 6, 2020

Purpose: Lease of Sanitary Sewer Systems within Onondaga County CSD

Name	Address	e-mail address
1. SHANNON HARRY	OCDWGP	SHANNONHARRY@ONCOV.NET
2. Christina Fadden	Village of Liverpool	christinafitch1@gmail.com
3. Rich Andino	CCF	rgacccf-law.com
4. Melanie Vilardi	OCDWEP	melanievilardi@twcny.rr.com
5. Frank Mento	OCDWEP	Frank.Mento@ofcor.net
6. Greg Sgrove	5800 Heritage Landing Dr	gsgrame@diamondsgrove.com
7. Mary Gates	WEP	marygates@ongov.net
8.		
9.		
10.		
11.		

20 MAR -6 PM 12: 58

SEWAGE DISPOSAL SYSTEM LEASE

THIS SEWAGE DISPOSAL SYSTEM LEASE entered into on _____, 2020, by and between the _____ (the "Landlord"), _____ under the laws of the State of New York, and the COUNTY OF ONONDAGA (the "Tenant"), a municipal corporation under the laws of the State of New York.

WITNESSETH:

WHEREAS, the Landlord owns and operates a Sewage Disposal System, as hereinafter defined; and

WHEREAS, the Tenant is the owner and operator of the Onondaga County Consolidated Sanitary District (CSD) inclusive of six wastewater treatment plants and other collection system conveyance infrastructure within the CSD to which the Landlord's Sewage Disposal System conveys sewage (the "CSD Infrastructure"); and

WHEREAS, excessive amounts of water within the CSD through either Inflow or Infiltration ("I&I") create an undue burden on the CSD Infrastructure operation and impact both regulatory compliance and operational expenses; and

WHEREAS, for the assurance of future asset renewal, regulatory compliance, management of Sewage Disposal System and treatment plant capacity, and consistent Performance Standards, as hereinafter defined, throughout the CSD, the PARTIES hereto desire to enter into a Lease Agreement for the operation and maintenance of the Sewage Disposal System; and

WHEREAS, each municipality owning a Sewage Disposal System has varying degrees of asset inventory, age and condition, thereby requiring a wide spectrum of maintenance and repairs or operational capability. The City of Syracuse has certain combined Sanitary/Storm-water sewers ("Combined Sewers"), which in itself creates another set of regulations and challenges; and

WHEREAS, each municipality has varying degrees of financial capabilities and plans for maintenance and replacement of components of its Sewage Disposal System. Some have well established sewer funds with cash reserves and are able to prepare and act on projects regularly; however, because of financial limitations or different priorities for the application of current revenues, investment is often deferred; and

WHEREAS, emergency repairs of these "out of sight" assets have become the norm for municipalities and the reality is that emergency remedies are often significantly more expensive than proactive management – further reducing the financial capability to properly operate and maintain the Sewage Disposal System; and

WHEREAS, the CSD Infrastructure is monitored, measured, and strictly controlled by New York State Pollutant Discharge Elimination System (SPDES) permits, which are attached to

and part of the CSD administration. To that end, the Tenant is directly responsible to State and Federal regulators for the “end of pipe” treatment plant discharge. The Tenant is subject to fines and penalties when CSD Infrastructure malfunctions or fails to meet permit limits. The challenges are amplified in wet weather conditions where flows increase and become unpredictable both in quantity and quality as a direct result of the I&I; and

WHEREAS, there is a direct link between the state of our sewer infrastructure and the ability to promote and execute economic development opportunities. New builds, expansions and job creation should not be prolonged, stalled or limited by the inadequate capacity of CSD Infrastructure or Sewage Disposal System assets; and

WHEREAS, the local environment is enjoyed by the whole community. Clean, recreational and diverse water bodies enrich the quality and character of life in Central NY. To that end, the Tenant is both a key steward and leader in preserving, protecting, and promoting these vital waterbodies and undertakes this leasehold relationship in furtherance of that role; and

WHEREAS, the ability of all municipalities to support economic development of all types within their respective districts will be greatly enhanced through the reduction in I&I and the expanded capability of the CSD Infrastructure and Sewage Disposal System to process waste without the reduction in capacity caused by the I&I; and

WHEREAS, Tenant is the owner and operator of the sewage treatment plant(s) (the “Treatment Plant(s)”) within the service area(s) known as the _____ service area(s) to which the Landlord’s Sewage Disposal System conveys sewage; and

WHEREAS, the Tenant has determined that, in addition to undertaking the operation and maintenance of the Sewage Disposal System, it will design and implement various modifications of the Sewage Disposal System in order to reduce the I&I; and

WHEREAS, in connection with the operation and maintenance of the Sewage Disposal System, Landlord and Tenant desire to enter into this Lease to lease the Sewage Disposal System to Tenant, and to cause Tenant to improve, operate and maintain the Sewage Disposal System, to the extent and subject to the terms set forth herein.

ARTICLE I – DEFINITIONS

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease and the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning.

- a. “Applicable Laws” means all laws, rules, regulations, ordinances, permit and license requirements, and orders of courts, governmental officials and agencies of competent jurisdiction with respect to the Sewage Disposal System, including but not limited to, applicable DEC rules and regulations.
- b. “Capital Improvement Program” means the proposed program of capital improvements for the Sewage Disposal System, as the same may be modified from time to time by Tenant, including but not limited to the inflow and infiltration issues.

- c. "DEC" means the New York Department of Environmental Conservation.
- d. "Effective Date" means the date on which the conditions set forth in Section 3.2 have been satisfied, as determined by Tenant.
- e. "Environmental Laws" means all federal, state and local land use, zoning, health, chemical use, air quality, water quality, safety and sanitation Laws relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.
- f. "Hazardous Substance" means, without limitation, any substance or condition (including mold) that poses a reasonable threat to human health as established with reasonable medical certainty, and any flammable, explosives, radioactive materials, asbestos, formaldehyde foam insulation, polychlorinated biphenyls, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable Environmental Law and regulations promulgated thereunder.
- g. "Landlord's Address" means _____, or such other address or addresses set forth in a written notice from Landlord to Tenant.
- h. "Lease" means this Sewage Disposal System Lease, as it may be amended or supplemented as provided herein.
- i. "Lease Payment" means the annual payment required to be made by Tenant for the benefit of Landlord pursuant to Section 6.1.1, hereof.
- j. "Personal Property" means tangible personal property directly attached to or functioning as a part of the sanitary sewer system, not including items of personal property such as trucks, tools, moveable equipment and other items not directly attached to or functioning as a part of the sanitary sewer system.
- k. "Prudent Utility Practices" means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the regulated sewer utility industry in the United States or any of the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment in light of the facts known (or which a qualified and prudent operator could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, in each case related to the operation, maintenance and improvement of similar systems of the same or similar size and type as the Sewage Disposal System.
- l. "Sewer Customers" mean those individual customers that receive sewer service directly from Landlord.
- m. "Sewage Disposal System" means, collectively, all of Landlord's right, title and interest in and to that portion of the real and tangible Personal Property comprising a part of the sanitary sewer system and the Combined Sewers owned by Landlord, connected, directly or indirectly, through established conveyance infrastructure to the CSD Infrastructure and providing sewer service to Sewer Customers up to the point where a lateral to a serviced property crosses onto private property and/or exits the

Sewage Disposal System right-of-way/easement, including without limitation the land, buildings, basins, pump stations, outfalls, storage facility or mechanisms, other structures, fixtures (including screens, meters, control gates, interceptors and collection lines), and improvements, and real property interests such as easements, access rights, rights of way, permits, licenses and leases, all as more fully set forth in **Exhibit "A"** attached hereto (the "Real Property"). Sewage Disposal System includes all improvements and additions to and replacements of the foregoing described Real Property within the CSD during the term of this Lease or any renewal thereof, but does **not** include: septic systems of any kind, including without limitation municipal and/or community septic systems, unless otherwise agreed to in writing by the PARTIES; separate stormwater sewer systems, including dedicated stormwater sewers resulting from the separation of Combined Sewers, of Landlord; or the Current Surplus.

- n. "Sewer System Due Diligence Materials" means collectively, all existing reports, test, studies, maintenance service and repair records, copies of maps, diagrams, product specification sheets of all existing improvements related to the Sewage Disposal System all in possession of Landlord or its agents.
- o. "State" means the State of New York.
- p. "Tenant's Address" means 421 Montgomery Street, Syracuse, New York 13202, or such other address set forth in a written notice from Tenant to Landlord.

ARTICLE II – REPRESENTATIONS

Section 2.1 Representations of Landlord. Landlord, represents and warrants to Tenant to the best of its knowledge as follows:

- (a) Landlord is _____ under the laws of the State, is the sole owner of the Sewage Disposal System, including all of the Real Property and the Personal Property, and has the right, power and authority to enter into this Lease and perform its obligations hereunder.
- (b) Landlord has taken all necessary action to authorize its execution, delivery, and performance of this Lease and this Lease constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms.
- (c) Landlord has not mortgaged, pledged or subjected to any lien, charge or security interest the Sewage Disposal System, or any part thereof, except for the existing bond financing, which as of the Effective Date has an outstanding principal amount of \$ _____, with all accrued and outstanding interest paid through _____, 2020 (the "Existing Financing"). Landlord has not received notice of, nor is Landlord aware of any facts that would with the passage of time result in, a default under the Existing Financing.
- (d) Landlord has not entered into any lease or easement agreement or created any other encumbrance with respect to any of the Sewage Disposal System that in each case would adversely affect the ability of Tenant to operate the Sewage Disposal System as provided in Section 5.1, hereof.

- (e) Except as identified on **Exhibit “B”**, there presently exists no material casualty loss or damage to the Sewage Disposal System that would prevent Tenant from operating the Sewage Disposal System as provided in Section 5.1, hereof. Tenant is not responsible for any such loss or damage incurred prior to the Effective Date.
- (f) Except as identified on **Exhibit “B”**, there are no claims, actions, suits, proceedings, loss events or investigations pending or threatened against or affecting the Sewage Disposal System or the validity of this Lease, at law or in equity, or before or by any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined against Landlord, would have a material adverse effect on the Sewage Disposal System, the net revenues of the Sewage Disposal System or Landlord’s ability to enter into this Lease. Tenant is not responsible for any such claims, actions, suits, proceedings, loss events or investigations which were commenced, occurred, or relate to actions, omissions or events occurring, prior to the Effective Date.
- (g) In connection with the Sewage Disposal System, (i) there are no unresolved notices of violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings pending against Landlord which have been unresolved for a period of more than 30 days or which are not expected to be resolved within 30 days or such other period specified for cure which in each case could have a material adverse impact on the operation of the Sewage Disposal System if allowed to continue beyond that period, and (ii) there is no investigation or review pending or threatened against Landlord by any governmental entity or third party with respect to any alleged violation of any federal, state or local Environmental Law, regulation, ordinance, standard, permit or order relating to the operation of the Sewage Disposal System which could have a material adverse impact on the operation of the Sewage Disposal System.
- (h) Disposition of Current Surplus. “Current Surplus” shall mean Landlord’s segregated surplus balance of funds collected for the purpose of, or previously utilized for, the operation and/or maintenance of, or capital improvements, debt service, or anything else related to, the Sewage Disposal System. Landlord shall retain such Current Surplus and:
 - (i) If the Landlord has any debt associated with the Sewage Disposal System, Landlord shall first and forthwith apply the entire Current Surplus to retire Existing Financing or, if the entire Current Surplus is insufficient to completely retire Existing Financing, reduce such Existing Financing; or
 - (ii) If any Existing Financing associated with the Sewage Disposal System may not be retired or reduced in accordance with Section 2.1(h)(i) above due to the terms of such Existing Financing, Landlord shall retain the entire Current Surplus in reserve and apply such to the payment of Existing Financing until paid in full.

Section 2.2 Representations of Tenant. Tenant represents and warrants to Landlord to the best of its knowledge as follows:

- (a) Tenant is a municipal corporation, and has the right, power and authority to enter into this Lease and to perform its obligations hereunder.
- (b) Tenant has taken all necessary action to authorize its execution, delivery, and performance of this Lease and this Lease constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms.
- (c) There are no claims, actions, suits, proceedings or investigations pending against Tenant, or to the best of Tenant's knowledge, threatened, that would have a material adverse effect on the transactions contemplated or provided for in this Lease.

ARTICLE III – TERM OF LEASE

Section 3.1 Term of Lease.

Section 3.1.1 Initial Term. The term of this Lease (the "Initial Term" and during the Initial Term sometimes referred to as "Term") shall commence on the Effective Date and shall terminate on the fortieth (40th) anniversary of the Effective Date ("Initial Lease Termination Date").

Section 3.1.2 Renewal Term. Provided Tenant is not then in default of any monetary terms hereof, Tenant is hereby given the right to renew this Lease for four (4) additional consecutive periods of ten (10) years (each a "Renewal Term") upon the same terms and conditions as provided for herein for the Initial Term, except that there shall be no further renewal options. Upon expiration of the Initial Term, this Lease shall automatically renew for successive additional Renewal Terms until the expiration of the last Renewal Term identified in this Section. In the event Tenant declines to exercise its option for any Renewal Term, Tenant shall provide written notice to Landlord (the "Non-Renewal Notice") not later than one hundred and eighty (180) days prior to the Initial Term Expiration Date or the then current Renewal Term Expiration Date. Each Renewal Term shall commence on the date after the expiration of the Initial Term or the then applicable Renewal Term ("Renewal Term Effective Date"). Each Renewal Term, if exercised, shall during such Renewal Term, sometimes be referred to as "Term." Notwithstanding the automatic renewal of the term of this Lease set forth above, in the event that the remaining duration of the Initial Term or any Renewal Term is not deemed sufficient with regards to application, qualification for or amortization of any grant, debt or other financial relationship established by the Tenant to fund any improvement, repair, replacement, expansion or modification of the Sewage Disposal System as then defined, the Tenant may exercise its option to extend the Term through one or more of the four Renewal Terms created by this Section.

Section 3.1.3 Surrender of Sewage Disposal System. Upon the expiration of this Lease at the end of the Term, Tenant shall quit and surrender the Sewage Disposal System to Landlord,

together with any improvements, enlargements, replacements or extensions thereof made by Tenant during the Term, reasonable wear and tear, obsolescence and damage by act of God, fire or other causes beyond the control of Tenant excepted.

Section 3.2 Conditions Precedent to Effective Date. The Effective Date shall be deemed to have occurred when all of the following conditions have been satisfied, as evidenced by a certificate signed by Landlord and Tenant:

(a) This Lease shall have been duly authorized, executed and delivered by Landlord and Tenant.

(b) Upon receipt of the consent of the existing lender or trustee on the Existing Financing to Landlord and Tenant entering into this Lease and to Tenant assuming the obligations of Landlord for repair, maintenance and operation of the Sewage Disposal System, which shall have been duly executed and delivered to Landlord and Tenant and shall be in full force and effect, Tenant and Landlord shall enter into an agreement for Tenant to pay Landlord up to Two Hundred Thousand dollars (\$200,000.00) to be used exclusively for Landlord's payment of debt obligations under the Existing Financing which remain after the application of any Current Surplus to the outstanding indebtedness pursuant to Section 2.1(h)(i) or (ii). Alternatively, at Landlord's election and in conjunction with a village main street or a town center or hamlet development project commenced within five (5) years of the Effective Date, Tenant may perform up to Two Hundred Thousand dollars (\$200,000.00) worth of Onondaga County Department of Water Environment Protection (WEP) approved green infrastructure projects. Such agreement, when executed, shall be attached hereto as Exhibit "C" and incorporated herein.

(c) Landlord shall have delivered to Tenant all Sewage Disposal System Due Diligence Materials, all of which shall be subject to Tenant's review and approval.

(d) Tenant shall have secured all permits and other governmental approvals necessary to operate the Sewage Disposal System, which are set forth in **Exhibit "D"** attached hereto.

(e) Tenant and Landlord shall have received an opinion from bond counsel to the effect that the lease of the Sewage Disposal System to Tenant will not, in and of themselves, materially impair the tax-exempt status of the interest on the Existing Financing, if any.

ARTICLE IV – LEASE OF SEWAGE DISPOSAL SYSTEM

Section 4.1 Lease of Sewage Disposal System.

Section 4.1.1 In order to enable Tenant to improve, modify, upgrade, operate and maintain the Sewage Disposal System, Landlord leases the Sewage Disposal System to Tenant and Tenant leases the Sewage Disposal System from Landlord for the Term for operation as a Sewage Disposal System. By virtue of this Lease, Landlord intends to convey to Tenant by lease a leasehold interest in all of Landlord's right, title and interest in and to the Sewage Disposal System in order to enable Tenant to operate the Sewage Disposal System as provided herein.

Landlord and Tenant acknowledge that the description of the Sewage Disposal System set forth in **Exhibit "A"** has been compiled from the best available information, has been reviewed by their respective staff and consultants and is believed to be reasonably complete and accurate. Landlord and Tenant agree to cooperate in continuously reviewing the use and description of the Sewage Disposal System and in the event that it is determined that the description of the Sewage Disposal System needs to be amended to conform to the actual use of the Sewage Disposal System or to correct or update the description of the Sewage Disposal System to make it more accurate, Landlord and Tenant shall mutually agree to modify **Exhibit "A"** as necessary by executing an amendment thereto to accomplish any of the foregoing purposes and such amendment shall become a part of this Lease; provided that no such amendment shall be delivered if the effect of such amendment is to impair the ability of Tenant to operate the Sewage Disposal System as provided herein. Landlord shall provide Tenant with copies of such documents and records as may be reasonably necessary to effectuate the purpose of this Lease.

Section 4.1.2 By virtue of this Lease, Landlord designates to Tenant, and Tenant acquires, succeeds to and assumes the exclusive right, responsibility and authority to, inter alia, occupy, operate, control, maintain, inspect, plan and use the Sewage Disposal System, including all lands, buildings, improvements, structures, easements, rights of access, fixtures, equipment, materials, furnishings, all other Personal Property and all other privileges and appurtenances comprising or pertaining to the Sewage Disposal System. Tenant shall have all rights and privileges with respect to the Sewage Disposal System as it has or may have with respect to the CSD Infrastructure.

Section 4.1.3 Notwithstanding anything else contained in this Lease, Landlord may continue or establish a Landlord first responder program for sanitary sewer system issues/emergencies within Landlord's capabilities for Sewer Customers, provided Landlord notifies WEP immediately upon Landlord's receipt of such a request or notification from a Sewer Customer and all Sewage Disposal System corrective, restorative and/or investigatory actions shall be undertaken solely by Tenant. By definition, the Sewage Disposal System leased herein terminates at, and does not include, the point where a lateral to a serviced property crosses onto private property and/or exits the Sewage Disposal System right-of-way/easement. Tenant is not responsible for any actions taken by Landlord pursuant to its first responder program.

ARTICLE V – OPERATION OF SEWAGE DISPOSAL SYSTEM

Section.5.1 Operation and Maintenance of Sewage Disposal System.

Section 5.1.1 Tenant agrees to operate the Sewage Disposal System pursuant to applicable laws, codes, rules and regulations, for the purpose of furnishing sewer service to Landlord's customers in accordance with Applicable Laws and Prudent Utility Practices, all in a manner so as to provide sewer service to Sewer Customers in the same or an improved manner as was provided by Landlord immediately prior to the Effective Date (collectively, the "Performance Standards"). In connection therewith and in accordance with this Article V, Tenant shall pay all costs of operating, using, repairing, maintaining, replacing, enlarging, extending, and improving the Sewage Disposal System. Tenant shall not cause or permit any waste, damage or injury to the Sewage Disposal System and shall keep the Sewage Disposal

System in good condition and repair (reasonable wear and tear, obsolescence and damage by act of God, fire or other causes beyond the control of Tenant excepted).

Section 5.1.2 To the extent that it has the authority and jurisdiction, Landlord hereby grants the right and/or authorizes Tenant to apply, and designates Tenant as its agent for the purposes of applying, for sewer system construction permits, as needed, for repairs, replacements, modifications and improvements at the Sewage Disposal System, and authorizes Tenant to file plans and specifications with the DEC and any other applicable governmental agency for all such projects, as Tenant deems necessary; provided that no such modifications shall limit the utilization of the Sewage Disposal System by current Sewer Customers nor eliminate service to any portion of the Sewage Disposal System, except as is needed for repairs or maintenance. Upon execution of this Lease, Landlord shall furnish Tenant with a letter authorizing Tenant to file such plans and specifications with any required governmental agency, including the DEC, for all such projects.

Section 5.1.3 During the Term, Landlord shall be relieved from all further costs and responsibility arising from or associated with the control, operation and maintenance of the Sewage Disposal System, except as otherwise provided in this Lease.

Section 5.2 Improvements to Sewage Disposal System. During the Term, Tenant shall be solely responsible and hereby is granted the authority to make such rehabilitation of and replacements and improvements to the Sewage Disposal System as it determines, in its sole discretion, to be necessary in order to keep the Sewage Disposal System in compliance with the Performance Standards, and to make such capital improvements as Tenant deems necessary in Tenant's sole discretion or as may be set forth in the Capital Improvement Program. Landlord shall have no right or responsibility to make any repairs or otherwise maintain the Sewage Disposal System at any time during the Term. Proposals for the expansion of or additions to the Sewage Disposal System initiated by Landlord may be implemented only after Tenant determines that the Sewage Disposal System and/or CSD Infrastructure has the capacity to accommodate the proposed expansion or addition.

Section 5.3 Liability of the Landlord for Tenant Costs and Expenses. Consistent with this Article V, it is understood and agreed by the PARTIES that Landlord shall be under no obligation to pay any of the costs and expenses incurred by Tenant for the operation, maintenance, management, repair or improvement of the Sewage Disposal System.

Section 5.4 Miscellaneous Provisions Related to Operation, Maintenance and Improvement of Sewage Disposal System.

Section 5.4.1 Landlord hereby provides to Tenant without the requirement for any other application, permit request or any other action, unlimited permission to use streets, highways, alleys, and/or easements for the purpose of improving, modifying, operating and maintaining and constructing improvements to the Sewage Disposal System. In the event of such activities, Landlord shall assist Tenant in obtaining any other rights-of-way, easements, and permissions not provided by the Landlord to any streets, highways, and alleys as may be reasonably required by Tenant. Tenant shall inform Landlord and coordinate with Landlord's highway department

for any traffic pattern modifications or impairments required by any construction work. Tenant and Landlord shall meet to review such activities and their impact on respective operations. Tenant shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the activities took place. Such improvements shall become part of the Sewage Disposal System.

Section 5.4.2 Where possible, each party shall give the other party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in metering facilities. Access shall not be unreasonably denied by either party.

ARTICLE VI – PAYMENTS

Section 6.1 Lease Payment.

Section 6.1.1 Lease Payment. Tenant shall pay Landlord for the lease of the Sewage Disposal System during the Term, a Lease Payment in the annual amount of One Dollar (\$1.00), payable on or before January 15th of each year of the Term.

ARTICLE VII – ASSIGNMENT AND ASSUMPTION OF RIGHTS AND LIABILITIES

Section 7.1 Assignment by Tenant. Tenant may not assign this Lease, in whole or in part, or otherwise transfer or encumber Tenant's leasehold estate without consent of Landlord, which consent shall not be unreasonably withheld; provided however, that no Landlord consent shall be required if Tenant assigns this Lease to an authority or other legal entity duly constituted to take on the obligations set forth herein and such entity assumes all of the obligations under the Lease. Upon any permitted assignment and assumption, Tenant shall be released from any obligation or liability to Landlord for the performance of all of Tenant's covenants and obligations under this Lease arising from and after the date of such assignment.

Section 7.2 General Assumption by Tenant. Tenant hereby assumes, accepts, administers and becomes liable for all other lawful obligations, promises, covenants, commitments and other requirements of Landlord in respect of the Sewage Disposal System, whether known or unknown, contingent or matured, and shall perform all of the duties and obligations and shall be entitled to all of the rights of Landlord in respect of the Sewage Disposal System under any ordinances, agreements, offset programs, or other instruments and under law. Consistent with this Article VII, this assumption includes, and there shall be transferred to Tenant all licenses, fees (other than Landlord's sewer charges consistent with Section 10.1(h)), credits, permits, approvals or awards related to the Sewage Disposal System, all grant agreements, all grant pre-applications, the right to receive the balance of any funds payable by third parties under the agreements, the right to receive any amounts payable by third parties to Landlord on the Effective Date and amounts paid to Landlord after the Effective Date, as well as the benefit of contracts and agreements, and all of Landlord's duties, liabilities, responsibilities and obligations with respect to the Sewage Disposal System, except for any obligations or liabilities being contested in good faith by Tenant until such time as resolved.

ARTICLE VIII – INSURANCE

Section 8.1 Insurance. From and after the Effective Date, Tenant shall, at its own expense, obtain and maintain public liability insurance (covering bodily and personal injury, property damage and contractual liability), automobile liability insurance and worker's compensation insurance for the operation of the Sewage Disposal System and, to the extent if any that it deems it appropriate to, keep the Sewage Disposal System insured against any casualty loss, in commercially reasonable amounts, provided that Tenant shall not be required to carry a particular type of insurance coverage as set forth in this Section 8.1 during any period that such insurance is not available in the insurance market of the United States at commercially reasonable rates.

All such insurance shall name Landlord as an insured or an additional insured and as a certificate holder, as its interests may appear. Such coverage and policies shall not be materially modified or terminated without at least thirty (30) days' prior written notice to Landlord, unless comparable coverage is provided under the modified policy or in a replacement policy. Upon Landlord's request no more frequently than once a year, Tenant shall provide Landlord with copies of certificates of insurance showing the premiums fully paid and copies of the policies, including any endorsements.

The insurance required of Tenant by this Lease in the amounts, with the coverage and other features herein required, may be supplied by a self-insurance program of Tenant; provided that such self-insurance program will provide the coverage required herein.

Notwithstanding, the foregoing insurance requirements shall not be applicable for as long as Tenant elects to self-insure.

Section 8.2 Destruction or Taking of Sewage Disposal System.

(a) If during the Term, any portion of the Sewage Disposal System is damaged or destroyed by fire or other casualty, Tenant shall repair, restore, rebuild or replace the damaged or destroyed portion of the Sewage Disposal System and complete the same as soon as reasonably possible, to at least the condition they were in prior to such damage or destruction, except for obsolescent facilities/components or changes in design or materials as may then be necessary to achieve the Performance Standards.

(b) In the event of any taking of the Sewage Disposal System or any part thereof in or by condemnation or other eminent domain proceedings pursuant to any Applicable Laws, or by reason of the temporary requisition of the use or occupancy of the Sewage Disposal System or any part thereof by any governmental entity (each a "Taking"), Tenant shall promptly notify Landlord upon receiving notice of such Taking or commencement of proceedings therefor. Tenant shall then, if requested by Landlord, file or defend its claim thereunder and prosecute the same with due diligence to its final disposition. All proceeds or any award or payment in respect of any taking are hereby assigned and shall be paid to Tenant, and Tenant is permitted to take all steps reasonably necessary in its discretion to notify the condemnor of such assignment. Such award or payment shall be applied to the Sewage Disposal System as necessary to achieve the Performance Standards.

(c) If the Sewer Disposal System or any portion thereof shall be in whole or in part destroyed or damaged as a result of any cause whatsoever, or a Taking occurs with respect to the Sewage Disposal System or any portion thereof, there shall be no abatement, diminution or reduction in any Lease Payment payable hereunder.

(d) Landlord agrees that it shall not commence any proceedings against the Sewage Disposal System that would constitute a Taking of all or any part of the Sewage Disposal System if the effect of such Taking is to render it impracticable for the Sewage Disposal System to furnish sewer service to Tenant's customers in accordance with the Performance Standards.

ARTICLE IX – EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default. The term “Event of Default” means, whenever used in this Lease, the occurrence of any one of the following events on or after the Effective Date:

(a) Tenant's failure to pay any Lease Payment within thirty (30) days after receipt of written notice from Landlord.

(b) Landlord's or Tenant's failure to fully perform and comply with any of the terms, conditions or provisions of this Lease, other than as set forth in 9.1(a) above, within ninety (90) days after delivery to Tenant of a written notice from Landlord or a written notice to Landlord from Tenant specifying such failure, or, if such cure or correction cannot reasonably be accomplished during such 90-day period, failure to fully perform and comply within such longer period as is reasonably required to accomplish such cure or correction, provided the party receiving the notice has commenced such cure or correction within 90 days of said written notice and diligently prosecutes the same to completion.

Section 9.2 Remedies.

(a) If an Event of Default set forth in Section 9.1(a) or (b) occurs, Landlord shall have all rights and remedies available to Landlord at law or in equity, including specific performance.

(b) Landlord's or Tenant's failure to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy for breach of or Event of Default under this Lease shall not constitute a waiver of any such breach or Event of Default. No waiver of any breach or Event of Default shall affect or alter this Subsection and every term, covenant, condition and provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach or Event of Default.

(c) Each right and remedy provided in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or later existing at law or in equity either by statute or otherwise. Landlord's or Tenant's exercise of any one or more of its rights or remedies shall not preclude Landlord's or Tenant's simultaneous or later exercise of any or all of its other rights or remedies hereunder.

ARTICLE X – COVENANTS OF LANDLORD AND TENANT

Section 10.1 Covenants of Landlord. Throughout the Term, Landlord covenants and agrees as follows:

- (a) Landlord shall not create, assume or suffer to exist, directly or indirectly, any lien, encumbrance or security interest of any kind on the Sewage Disposal System.
- (b) Landlord shall take all action reasonably necessary to cure any defects in title to the Sewage Disposal System, and at the request of Tenant, shall grant any license, easement or right-of-way in connection with the Sewage Disposal System to the extent Tenant has not been empowered to take these actions. *The expense of curing any such title defects shall be borne by Landlord.*
- (c) Landlord shall, to the extent reasonably requested by Tenant, cooperate with and assist Tenant in assigning, transferring or obtaining, as the case may be, any permits that are necessary for the operation by Tenant of the Sewage Disposal System.
- (d) Landlord shall, to the extent reasonably requested by Tenant, grant Tenant the right to receive any grant proceeds to which Landlord would otherwise be entitled in respect of the Sewage Disposal System, and to cooperate in all reasonable respects with Tenant in making application for such proceeds.
- (e) If, as of the Effective Date, Landlord has commenced planning or construction of and repairs or capital improvements to any part of the Sewage Disposal System, Landlord shall, with Tenant's review and approval of all plans, be obligated to complete such repairs or improvements and shall not withhold, condition or delay any action necessary to complete the repairs or capital improvements in accordance with its obligations under Applicable Laws.
- (f) Landlord shall immediately deliver to Tenant any notices received by Landlord from any governmental authority or agency or any third party related to the sewer system or the Sewage Disposal System.
- (g) Landlord shall immediately deliver to Tenant any notice, written or oral, received by Landlord related to any problems, issues or damage to the Sewage Disposal System.
- (h) It is the expectation of the Tenant that, upon the retirement of Existing Financing or sufficient Current Surplus to pay any Existing Financing obligations, it shall no longer be necessary for Landlord to charge Sewer Customers for sewer service.
- (i) Landlord shall cooperate fully with Tenant in obtaining any permits necessary for the operating of the Sewage Disposal System and for any improvements under the Capital Improvement Program.
- (j) Throughout the Term, Landlord covenants and agrees that it shall not take any action to impair the rights or remedies of the holders of, or interfere

with, any bonds issued by or grants received by Tenant pertaining to the Sewage Disposal System, if applicable.

Section 10.2 Covenants of Tenant. Throughout the Term, Tenant covenants and agrees that it shall not take any action to impair the rights or remedies of the holders of the Existing Financing, if applicable.

ARTICLE XI – COMPLIANCE WITH ENVIRONMENTAL LAWS

Section 11.01 Representation and Warranty.

Landlord represents and warrants to the best of Landlord's knowledge and except as disclosed by Landlord to Tenant that no Hazardous Substances are located at the Real Property. Tenant acknowledges receipt of the environmental reports regarding the condition of the Real Property, as set forth on **Exhibit "E"**.

Landlord agrees that if any Hazardous Substances are released, discharged or disposed of by any party, other than Tenant or Tenant's agents, contractors, employees or invitees on or about the Real Property in violation of the foregoing provision, Landlord shall immediately, properly and in accordance with applicable laws, clean up and remove the Hazardous Substances from the Real Property at Landlord's sole expense

Section 11.02 Tenant Compliance.

Tenant agrees to conduct Tenant's business and operations in compliance with all Environmental Laws and, to the extent that it uses any Hazardous Substances in connection with such business and operations, to use them in full compliance with the Environmental Laws. Tenant agrees to give Landlord written notice of all Hazardous Substances used by Tenant in its business and operations. Tenant agrees to give Landlord immediate telephone notice and written notice within twenty-four (24) hours if Tenant causes or becomes aware of the use or presence of Hazardous Materials not in compliance with Environmental Laws at the Real Property. Tenant agrees that if any Hazardous Substances are released, discharged or disposed of by Tenant or its employees, agents, contractors or invitees on or about the Real Property in violation of the foregoing provision, Tenant shall immediately, properly and in accordance with Applicable Laws, clean up and remove the Hazardous Substances from the Real Property at Tenant's sole expense. Tenant agrees to protect, defend, indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability, and expense which arise out of the use, discharge, handling, transportation, disposal, treatment, generation, storage, or sale of Hazardous Substances by Tenant or Tenant's agents, contractors, employees or invitees.

Section 11.03 Landlord Compliance.

Landlord agrees to conduct Landlord's business and operations in compliance with all Environmental Laws and, to the extent that it uses any Hazardous Substances in connection with such business and operations, to use them in full compliance with the Environmental Laws. Landlord agrees to use best efforts to give Tenant written notice of all Hazardous Substances used by Landlord in its business and operations that may directly or indirectly

impact the Tenant's operation of the Sewage Disposal System. Landlord agrees to give Tenant immediate telephone notice and written notice within twenty-four (24) hours if Landlord causes or becomes aware of the use or presence of Hazardous Materials not in compliance with Environmental Laws at the Real Property. Landlord agrees to protect, defend, indemnify and hold harmless Tenant from and against any and all claims, actions, damages, liability, and expense which arise out of the use, discharge, handling, transportation, disposal, treatment, generation, storage, or sale of hazardous materials by Landlord or Landlord's agents, contractors, employees or invitees.

ARTICLE XII – INDEMNIFICATION

Section 12.01 By Tenant.

Except for negligent or willful acts or omissions of Landlord and Landlord's agents, employees and invitees, Tenant agrees to (i) indemnify and save Landlord harmless from and against any and all liabilities, losses, damages, costs, expenses, suits, judgments and claims by or on behalf of any person, firm, corporation or governmental authority, for injury or damage to person or property, of any nature and howsoever caused, arising during the Term and out of the use, occupation, operation, possession or control by Tenant of the Real Property; and (ii) indemnify and save Landlord harmless from any and all liability arising from any failure by Tenant to perform any of the terms, covenants or conditions of this Lease on Tenant's part to be performed. Tenant's obligations to indemnify and hold harmless under this Article XII or elsewhere in this Lease shall survive the termination of this Lease.

Section 12.02 By Landlord.

Except for negligent or willful acts or omissions of Tenant and Tenant's agents, employees and invitees, Landlord agrees to (i) indemnify and save Tenant harmless from and against any and all liabilities, losses, damages, costs, expenses, suits, judgments and claims by or on behalf of any person, firm, corporation or governmental authority, for injury or damage to person or property, of any nature and howsoever caused, arising during the Term and out of the use, occupation, operation, possession or control by Landlord of the Real Property; and (ii) indemnify and save Tenant harmless from any and all liability arising from any failure by Landlord to perform any of the terms, covenants or conditions of this Lease on Landlord's part to be performed. Landlord's obligations to indemnify and hold harmless under this Article XII or elsewhere in this Lease shall survive the termination of this Lease.

ARTICLE XIII – MISCELLANEOUS

Section 13.1 Amendment to Lease. This Lease may be amended from time to time by agreement of Landlord and Tenant. Any such amendment shall not be effective unless the amendment is in writing and is duly executed by Landlord and Tenant.

Section 13.2 No Personal Liability. The covenants and obligations made, assumed by or imposed upon Landlord and Tenant in this Lease are those of Landlord or Tenant and not of any agent, officer or employee of Landlord or any trustee, agent, officer or employee of Tenant in his or her individual capacity and no recourse shall be had for the payment of the Lease

Payment or any other moneys required to be paid by this Lease or for the performance of any other obligation required of Landlord or Tenant under this Lease against any agent, officer or employee of Landlord or any trustee, agent, officer or employee of Tenant or any person executing or attesting to this Lease.

Section 13.3 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given when mailed by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized courier for next day delivery, addressed to Landlord and Tenant, as the case may be, at Landlord's Address and Tenant's Address, respectively. Landlord and Tenant may by written notice designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

Section 13.4 Entire Agreement. This Lease contains all agreements between the PARTIES with respect to the Sewage Disposal System, and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the PARTIES, unless reference is made thereto herein.

Section 13.5 Severability. If any clause, provision or section of this Lease shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

Section 13.6 No Assignment. Neither party may assign this Lease or any of its rights hereunder, except as otherwise set forth herein.

Section 13.7 Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure event. For purposes of this Lease, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, tornado, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of the claiming party or its suppliers, that prevent the claiming party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Lease.

Section 13.8 Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 13.9 Waiver. The waiver by Landlord of any breach by Tenant of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The waiver by Tenant of any breach by

Landlord of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 13.10 Estoppel Certificates. Tenant agrees that, at any time and from time to time upon thirty (30) days prior written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a statement in writing stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that this Lease as so modified is in full force and effect), the dates to which the Lease Payments have been paid, and whether Landlord has defaulted in the performance of any of its obligations under the terms of this Lease.

Section 13.11 Captions. The captions or headings in this Lease are for convenience only and in no way define, limit the scope or intent of any provision of this Lease.

Section 13.12 Applicable Law. This Lease shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of New York. Venue shall be in the federal and/or state courts of Onondaga County, New York.

Section 13.13 Quiet Enjoyment. Landlord covenants that Tenant, upon compliance with the terms of this Lease, shall peacefully and quietly have and hold and enjoy the Sewage Disposal System for the Term herein provided, subject to any and all rights of Landlord under this Lease.

Section 13.14 Binding Effect. This Lease shall inure to the benefit of and be binding upon the respective PARTIES hereto and their successors and assigns.

Section 13.15 Interpretation. Ambiguities, inconsistencies, or conflicts in this Lease shall not be strictly construed against the drafter of the language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the PARTIES' intentions at the time this Lease is entered into, *to wit*, providing Tenant with all Landlord's right, title and interest in and to Landlord's Sewage Disposal System during the Term so that Tenant may improve, operate and maintain the Sewage Disposal System. Each PARTY hereto agrees that it has consulted with, or had ample opportunity to consult with, counsel of its own choosing.

IN WITNESS WHEREOF, Landlord and the Tenant have executed this Lease by its duly authorized officers as of the day and year first above written.

LANDLORD:

By: _____

Title: _____

TENANT:

COUNTY OF ONONDAGA

By: _____

Title: _____

EXHIBIT “A”

Real Property

EXHIBIT “B”

Section 2.1(e) & (f) Disclosures

EXHIBIT “C”

Debt Agreement

EXHIBIT “D”

All permits and other governmental approvals necessary to operate the Sewage Disposal System

EXHIBIT “E”

Environmental Reports

13

APRIL 7, 2020
SESSION

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

April 7, 2020

Motion Made By Mr. Knapp

Waiver

13a.
054

RESOLUTION NO. _____

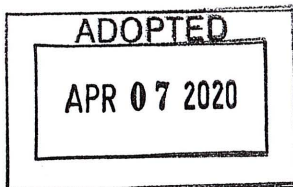
PROVIDING FOR ADDITIONAL COMPENSATION FOR HEALTH DEPARTMENT SERVICES
RELATED TO THE COVID-19 EMERGENCY RESPONSE

WHEREAS, due to the COVID-19 pandemic, it is necessary for the Director of Operation, Clinical (Health Department) to be on-call and available to respond to immediate disaster related needs; now, therefore be it

RESOLVED, that compensation for such services shall be paid a base rate of \$653 for each seven day period assigned to be on-call (prorated, per day), plus the straight-time hourly rate for that position for response time; and, be it further

RESOLVED, that the authority for this compensation shall terminate on September 8, 2020, unless renewed by subsequent resolution of this Legislature.

Personnel Resolution_Health Flat Rate
LHT
dlm



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

7th DAY OF April, 2020

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 APR -6 PM 12:07

LEGISLATURE
ONONDAGA COUNTY
CLERK

13a.

APRIL 7, 2020
SESSION

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

14,

April 7, 2020

055

Motion Made By Mr. Jordan, Mr. Bush

RESOLUTION NO. _____

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

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly reappointed 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 individuals as members of the Onondaga County Soil and Water Conservation District Board:

REAPPOINTMENTS:

Craig S. Dennis
3109 Gulf Road
Manlius, NY 13104

TERM EXPIRES:

December 31, 2022

John Lemondes
3390 Eager Road
Jamesville, NY 13078

December 31, 2022

David Coburn
88 Bayberry Circle
Liverpool, NY 13090

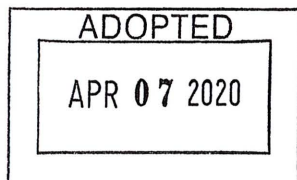
December 31, 2022

and

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

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

Appts – Soil and Water
yv
dak



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

7th DAY OF April, 2020

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK
ONONDAGA CO. LEG.
March 5, 2020
KMF

20 MAR 11 PM 3:50

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

14.

APRIL 7, 2020
SESSION

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

15.

April 7, 2020

056

Motion Made By Mr. Jordan

RESOLUTION NO. _____

CONFIRMING REAPPOINTMENT TO THE ONONDAGA COUNTY RESOURCE RECOVERY
AGENCY

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly reappointed pursuant to Title 13B, as amended, of the New York State Public Authorities Law, subject to confirmation by the Onondaga County Legislature, the following individual as a member of the Onondaga County Resource Recovery Agency:

REAPPOINTMENT:

Alberto Bianchetti

19 Lee Ridge

Baldwinsville, New York 13027

TERM EXPIRES:

December 31, 2022

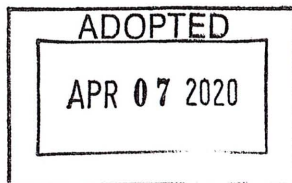
and

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

RESOLVED, that the Onondaga County Legislature does hereby confirm the reappointment of the above individual as a member of the Onondaga County Resource Recovery Agency for the term specified above or until subsequent action by the County Executive.

OCRRA - Bianchetti

yv
dak



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

7th DAY OF April, 2020.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 MAR -5 PM 3:37

ONONDAGA COUNTY
LEGISLATURE
RECEIVED

15

APRIL 7, 2020
SESSION

LEGISLATOR

AYES:

NOES:

ABSENT:

1. MAY

17. ERVIN

4. TASSONE

5. CODY

6. ABBOTT-KENAN

7. KUHN

8. RYAN

9. CHASE

10. HOLMQUIST

11. McBRIDE

13. BUSH

14. JORDAN

15. KINNE

16. WILLIAMS

2. ROWLEY

3. BURTIS

12. KNAPP

TOTAL

17 0

16.

April 7, 2020

057

Motion Made By Mr. Burtis, Mr. Bush, Mrs. Ervin

RESOLUTION NO. _____

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

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

APPOINTMENT:

Rev. Roosevelt Baums
436 Ostrander Avenue
Syracuse, New York 13205

TERM EXPIRES:

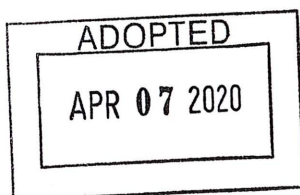
December 31, 2022

and

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

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

Appt – Human Rights Commission 2020
yv
dak/kmf



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

7th DAY OF April, 2020.

Deborah A. Matus

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK
ONON. CO. LEG.
February 13, 2020
DM

20 MAR 30 PM 12:28

LEGISLATURE
ONONDAGA COUNTY
RECEIVED

16

APRIL 7, 2020
SESSION

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

17

April 7, 2020

058

Motion Made By Mr. Burtis

RESOLUTION NO. _____

PERSONNEL RESOLUTION

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

RESOLVED, that the following personnel changes be and hereby are authorized, effective the first full pay period after April 7, 2020:

Health Department Admin Unit 43-00

Create L108055, Medical Assistant at Grade 5 at \$36,479 - \$40,281

Create L108056, Medical Assistant at Grade 5 at \$36,479 - \$40,281

Create L108057, Medical Assistant at Grade 5 at \$36,479 - \$40,281

Abolish L102572, Typist II at Grade 5 at \$36,479 - \$40,281

Abolish L102178, Typist II at Grade 5 at \$36,479 - \$40,281

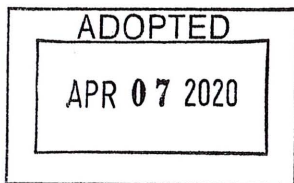
Abolish L107257, Typist II at Grade 5 at \$36,479 - \$40,281

and, be it further

RESOLVED, that the Onondaga County Salary Plan be amended to add the title of Medical Assistant at Grade 5; 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.

Personnel Resolution_Health
yv
dak



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

24th DAY OF April, 2020.

Deborah A. Matus

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 MAR 12 PM 3:17

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

17

APRIL 7, 2020
SESSION

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

APRIL 7, 2020 SESSION

LOCAL LAWS

- A. A LOCAL LAW AMENDING THE ONONDAGA COUNTY CHARTER AND ADMINISTRATIVE CODE REGARDING VETERANS' SERVICES**
(Sponsored by Mr. Knapp, Mr. Bush)
- B. A LOCAL LAW AMENDING THE 2004 STIPULATED JUDGMENT BETWEEN HONEYWELL INTERNATIONAL INC. (HONEYWELL) AND THE COUNTY, AUTHORIZING THE ACQUISITION OF PROPERTY AND LEASE OF TWO PARKING AREAS FROM HONEYWELL, AND AUTHORIZING THE EXECUTION OF AGREEMENTS** (Sponsored by Mr. Knapp)
- C. A LOCAL LAW AUTHORIZING THE LEASE OF SEWAGE DISPOSAL SYSTEMS FROM CERTAIN MUNICIPALITIES WITHIN THE ONONDAGA COUNTY CONSOLIDATED SANITARY DISTRICT FOR COUNTY PURPOSES** (Sponsored by Mr. Knapp)

20 MAR 26 PM 5:28

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

A.

LOCAL LAW NO. ____ - 2020

A LOCAL LAW AMENDING THE ONONDAGA COUNTY CHARTER AND ADMINISTRATIVE CODE REGARDING VETERANS' SERVICES

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

Section 1. Findings. It is the desire and intent of this Onondaga County Legislature to amend the Onondaga County Charter and Administrative Code to effect the following reorganization to enhance the planning, coordination and delivery of certain adult services.

Section 2. The Onondaga County Administrative Code, being Local Law No. 1-1975, as previously amended, hereinafter referred to as "Administrative Code," hereby is amended as follows:

a. Regarding Veterans' Services, within the Administrative Code Article XXV, Section 25.04 shall be added and read, as follows:

Section 25.04. VETERANS' SERVICE AGENCY. There shall be a Veterans' Service Agency under the direction of a Director of Veterans' Services, who shall be appointed by the County Executive, subject to the approval of the County Legislature. The Director shall be a veteran of the armed forces of the United States. The Director shall have all the powers and perform all the duties now or hereafter conferred or imposed by law, together with such other and related duties as may be required by the County Executive. The Director shall report directly to and be directly responsible to the County Executive, and unless otherwise required by law, serve at the pleasure of, the County Executive.

b. Section 11.03(3) of the Administrative Code hereby is stricken.

c. Section 11.04 of the Administrative Code hereby is amended to strike the words "Veterans and".

Section 3. The Onondaga County Charter, being Local Law No. 1-1961, as previously amended, hereinafter referred to as "Charter," hereby is further amended as follows:

a. Section 2402(b) of the Charter hereby is amended to strike the words "Veterans' services".

b. Section 2402(c) and (e) of the Charter hereby are amended to strike the words "Veterans and".

Section 4. Effective Date.

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

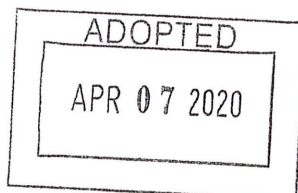
LL - Vet Serv
LHT
mmd
dak

FILED WITH CLERK
ONONDAGA CO. LEG.

Feb. 25, 2020
KMF

20 MAR 26 PM 5:28

ONONDAGA COUNTY
LEGISLATURE



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

7th DAY OF April, 2020.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

LOCAL LAW A

APRIL 7, 2020
SESSION

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

B.

LOCAL LAW NO. ____ - 2020

A LOCAL LAW AMENDING THE 2004 STIPULATED JUDGMENT BETWEEN HONEYWELL INTERNATIONAL INC. (HONEYWELL) AND THE COUNTY, AUTHORIZING THE ACQUISITION OF PROPERTY AND LEASE OF TWO PARKING AREAS FROM HONEYWELL, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

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

Section 1. Purpose.

Pursuant to a 2004 Stipulated Judgment, Honeywell International Inc. (Honeywell) is obligated to pay Remedial Use fees to the County on certain tax parcels it owns, which fees are in addition to real property taxes paid by Honeywell and fees paid to the County for the treatment of effluent resulting from remedial activity on those parcels. By Resolution No. 79-2015, the parties modified the 2004 Stipulation to provide for payment by Honeywell to the County and to suspend Remedial Use fees through 2020 to further promote and encourage prompt remediation and make available or return such properties to productive qualifying uses.

Section 2. Findings.

It has been the longstanding policy of Onondaga County to own the property surrounding Onondaga Lake to enhance public access and public control of a remediated Lake. To that end, it is the desire of the County and Honeywell to further amend the 2004 Stipulated Judgment to further suspend Remedial Use fees, transfer land adjacent to Onondaga Lake to the County, provide for a payment by Honeywell, and lease to the County two parcels.

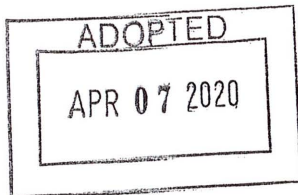
Section 3. Leases and Amendments Authorized.

Amendments to the 2004 Stipulated Judgment consisting of, inter alia: the suspension of Remedial Use fees through December 31, 2030, with such suspended fees to be paid retroactively for subject parcels not made available for qualifying uses by the end of the suspension period; Honeywell's payment of \$625,000 in lieu of Remedial Use Fees for years 2014 through 2020; Honeywell's transfer to the County for one dollar, payment waived, tax parcel numbers 029.-1-3.1 (Town of Geddes), 114.-2-42 (City of Syracuse), 114.-2-43 (City of Syracuse), 114.-2-44 (City of Syracuse), and 114.-2-45 (City of Syracuse); the leasing from Honeywell, for county purposes, of approximately 1,800 parking spots on the Willis Ave Parking Area (west) located on tax parcel number 028.-1-9.1 (Town of Geddes) for 10 years, with the option for two additional three-year renewal terms, for a base payment of one dollar (\$1) per year; and the leasing from Honeywell approximately 1,800 parking spots on the Willis Ave Parking Area (east), also located on tax parcel number 028.-1-9.1, for one year, with the option for 10 automatic one-year renewal terms until such time as Honeywell transfers or develops the property, for one dollar (\$1) per year; which annual payment is subject to increase in the event of and in proportion to any increase in Honeywell insurance premiums and/or real property taxes attributable to the County's lease(s), hereby are authorized. The County Executive is authorized to enter into said leases and such other documents and agreements reasonably necessary to effectuate the leases and Stipulation amendments and implement the intent of this local law.

Section 4. Effective Date.

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

RUF LL
LHT
mmd
dak



FILED WITH CLERK
ONONDAGA CO. LEG.
Feb. 25, 2020
KmF

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

7th DAY OF April, 2020

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 MAR 26 PM 5:28

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

LOCAL LAW B

APRIL 7, 2020
SESSION

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

C

LOCAL LAW NO. _____ - 2020

A LOCAL LAW AUTHORIZING THE LEASE OF SEWAGE DISPOSAL SYSTEMS FROM
CERTAIN MUNICIPALITIES WITHIN THE ONONDAGA COUNTY CONSOLIDATED SANITARY
DISTRICT FOR COUNTY PURPOSES

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

Section 1. Purpose. A well maintained public sewer system is a valuable community asset. The purpose of this local law is to lease, for county purposes, public sewage disposal systems owned by certain municipalities, thereby enhancing opportunities for economic development and regional prosperity.

Section 2. Findings. The Meadowbrook-Limestone service area is located within the Onondaga County Consolidated Sanitary District. The City of Syracuse, Towns of Manlius, DeWitt and Pompey, and Villages of Manlius and Fayetteville, or portions thereof, are located within the Meadowbrook-Limestone service area ("Participating Municipalities"). The Participating Municipalities own and operate sewage disposal systems, in varying degrees of age and condition, which ultimately convey sewage to the County-owned Meadowbrook-Limestone wastewater treatment plant.

Leasing the Participating Municipalities' sewage disposal systems to the County allows for increased economies and efficiencies. Properly maintained sewers prevent inflow and infiltration from entering the sewer system, thereby protecting the County from expending limited financial resources to treat clean water and preventing the County and its ratepayers from incurring unnecessary and costly facility expansion expenses. In addition, the County is responsible to state and federal regulators for the "end of pipe" treatment plant discharges, with the County; as well as the Participating Municipalities, subject to fines and penalties for system malfunctions and/or permit exceedances. Challenges amplify during wet weather conditions, where increased flows become unpredictable in quantity and quality. Leasing the Participating Municipalities' sewage disposal systems to the County allows for enhanced capacity management and improved compliance, in addition to promoting stewardship of the natural resources enjoyed by the community as a whole.

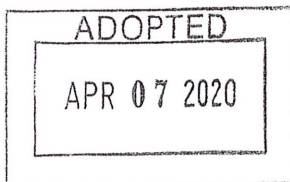
Section 3. Leases and Agreements Authorized. The leasing, for county purposes, of the sewage disposal systems within the Onondaga County Consolidated Sanitary District (CSD) owned by the Town of Manlius, Town of DeWitt, Town of Pompey, Village of Manlius, and Village of Fayetteville, as well as that portion of the sewage disposal system owned by the City of Syracuse and located within the Meadowbrook-Limestone Service Area of the CSD, is hereby authorized. The leased sewage disposal systems include sanitary sewers and exclude stormwater conveyances, with the exception of public combined sanitary/stormwater conveyances existing at the time of the effective date of the lease with the respective municipality and until any such public combined sanitary/stormwater conveyance is separated, at which time the separated sanitary sewer conveyance is included within the respective lease and the separated stormwater conveyance excluded from said lease. The leases further include the real and personal property comprising or related to such leased sewage disposal systems and consist of, inter alia, all land, buildings, basins, pump stations, outfalls, storage facilities or mechanisms, structures, fixtures (including interceptors and collection lines), improvements, and real property interests such as easements, access rights, rights of way, permits, licenses and leases. The leases are for a period not to exceed forty (40) years, with four (4) possible consecutive renewals of ten (10) years each. The leases authorize the County, if and as may be agreed to by the County Executive, to pay each Participating Municipality an amount not to exceed \$200,000 to be used towards sewage disposal system debt obligations remaining after the use of each Participating Municipality's existing surplus sewer funds to reduce or retire such outstanding debt. Alternatively, at each Participating Municipality's election and in conjunction with a village main street or

a town center or hamlet development project, the County may perform up to Two Hundred Thousand dollars (\$200,000.00) worth of WEP-approved green infrastructure projects. The consideration for the leases shall be one dollar per year and the continued benefit to the public of a long-term, strong and sustainable sewer system and the anticipated efficiencies and cost savings to be gained from consolidated administration and operation of the sewer assets. The County Executive is authorized to enter in said leases and such other documents and agreements reasonably necessary to effectuate the leases and implement the intent of this local law.

Section 4. Effective Date.

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

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

7th DAY OF April, 2020.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

20 FEB 26 AM 10:16

LEGISLATURE
ONONDAGA COUNTY
NEW YORK

LOCAL LAW C

APRIL 7, 2020
SESSION

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN			✓	
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH		✓		
14. JORDAN		✓		
15. KINNE		✓		
16. WILLIAMS	✓			
2. ROWLEY		✓		
3. BURTIS	✓			Adjourned at 2:50 p.m.
12. KNAPP	✓			
TOTAL	12	4	1	