



Onondaga County Legislature

JAMIE McNAMARA
Clerk

DAVID H. KNAPP
Chairman

MELANIE VILARDI
Deputy Clerk

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

OFFICE OF THE CLERK

RESOLUTION NOS. 45-64
May 4, 2021

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

Listed below are the resolutions to be presented to the County Legislature at the May Session. The meeting was held at **1:00 p.m. on Tuesday, May 4, 2021.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mrs. Ervin**
- D. SALUTE TO THE FLAG – **Mr. May**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 - 1. **Correspondence:**
 - a. 4-8-21 Letter from County Executive McMahon reappointing Christina Ondrako to the Onondaga County Public Library Board of Trustees
 - b. 4-8-21 Letter from County Executive McMahon appointing Timothy Mulvey to the Onondaga County Public Library Board of Trustees
 - c. 4-12-21 Letter from County Executive McMahon appointing William Murphy, III and James Perrin to the Onondaga County Fire Advisory Board
 - d. 4-12-21 Letter from County Executive McMahon reappointing Paul Hildreth, Michael Becallo, James Buehler, Amy Speech, Richard Nemier, and Gregory VanDyke to the Onondaga County Fire Advisory Board
 - e. 4-13-21 Letter from County Executive McMahon reappointing Timothy Chrysler and Warren Virgil to the Onondaga County Fire Advisory Board
 - 2. **Public Comment:** Due to the current circumstances, written statements will be accepted via email to jamiemcnamara@ongov.net or via USPS mail to the above address. Statements will be accepted through 12:00 p.m. on May 4, 2021 and will become part of the permanent record
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 17)

3rd DISTRICT – MR. BURTIS – WAYS AND MEANS

- 1. **NO. 45** Confirming Appointments and Reappointments to the Onondaga County Fire Advisory Board (William Murphy III, James Perrin, Paul Hildreth, Michael Becallo, James Buehler, Amy Speech, Richard Nemier, Gregory VanDyke, Timothy Chrysler, Warren Virgil) (16-0-1 Ervin)
- 2. **NO.46** Calling for a Public Hearing on the Tentative 2021-2022 Budget of the Onondaga Community College (16-0-1 Ervin)

3. **NO. 47** Personnel Resolution and Amending the County Budget (12 May, Williams, Burtis, Cody, Abbott-Kenan, Kuhn, Ryan, Chase, Holmquist, McBride, Kelly, Knapp - 4 Rowley, Tassone, Bush, Kinne -1 Ervin)
4. **NO. 48** Accepting and Approving Contract Between the County of Onondaga and the Central and Northern New York Building and Construction Trades Council (“BTC”) (16-0-1 Ervin)
5. **NO. 49** Accepting and Approving Contract Between the County of Onondaga and International Union of Operating Engineers Local 832S (“IUOE”) (16-0-1 Ervin)

5TH DISTRICT – MS. CODY – COUNTY FACILITIES

6. **NO. 50** Confirming Appointment by the County Executive to the Onondaga County Public Library Board of Trustees (Timothy Mulvey) (16-0-1 Ervin)
7. **NO. 51** Confirming Reappointment by the County Executive to the Onondaga County Public Library Board of Trustees (Christina Ondrako) (16-0-1 Ervin)
8. **NO. 52** Amending the 2021 County Budget to Provide Additional Funds for the Purchase of Gasoline and Diesel Fuel to be Sold to the Howlett Hill Fire District and Authorizing the County Executive to Enter into Contracts (\$4,319) (16-0-1 Ervin)
9. **NO. 53** Amending the 2021 County Budget to Fund in the First Instance 100 Percent of the Federal Aid Eligible Costs at a Maximum Amount of \$360,000 for the Design (Scoping I-VI) and Right-of-Way Incidentals Phase of the Buckley Road (CR 48) Paving Project, PIN 3756.70, and Authorizing the Execution of Agreements (\$360,000) (16-0-1 Ervin)
10. **NO. 54** Amending the 2021 County Budget to Pay in the First Instance 100 Percent of the Federal and State Aid Eligible Costs at a Maximum Amount of \$1,140,000 for the Construction and Construction Inspection Phase of the Tuttle Road Bridge Project, PIN 3755.76, and Authorizing Execution of Agreement (\$1,140,000) (16-0-1 Ervin)
11. **NO. 55** Amending the 2021 County Budget to Pay in the First Instance 100 Percent of the Federal and State Aid Eligible Costs at a Maximum Amount of \$2,660,000 for the Construction and Construction Inspection Phase of the East Taft Road Paving Project, PIN 3756.23, and Authorizing Execution of Agreements (\$2,660,000) (16-0-1 Ervin)
12. **NO. 56** Amending the Design (Scoping I-VI) And Right-Of-Way Incidentals Phase of the Old Liverpool Road Paving Project, PIN 3756.27 by \$700,000, and Increasing the Authorization to Pay in the First Instance 100% of the Federal Aid Eligible Costs by \$560,000, Amending RES NO. 112-2016, and Authorizing the Execution of Agreements (\$560,000) (16-0-1 Ervin)
13. **NO. 57** A Resolution Authorizing the Reconstruction of County Roads in and for the County of Onondaga, New York, at a Maximum Estimated Cost of \$9,375,000, and Authorizing the Issuance of \$9,375,000 Bonds of said County to Pay Costs Thereof (\$9,375,000) (15 -1 Rowley -1 Ervin)
14. **NO. 58** A Resolution Authorizing Various Bridge Improvement Projects in and for the County of Onondaga, New York, at a Maximum Estimated Cost of \$1,200,000, and Authorizing the Issuance of \$1,200,000 Bonds of said County to Pay Costs Thereof (\$1,200,000) (15 -1 Rowley -1 Ervin)

15. **NO. 59** Authorizing the Acquisition of a Permanent Easement for Highway Purposes Along West Genesee Street in the Town of Camillus, County of Onondaga (16-0-1 Ervin)

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

16. **NO. 60** Resolution Adopting the Onondaga County Veteran Services Agency Logo (16-0-1 Ervin)
17. **NO. 61 WAIVER** Designating Support for the Finger Lakes Tourism Region of New York State to be Named a National Heritage Area by the National Parks Service (16-0-1 Ervin)

8TH DISTRICT – MR. RYAN – PUBLIC SAFETY

18. **NO. 62** Amending the County Policy for Reimbursement of Employees' Personal Property Lost or Damaged, While Working (16-0-1 Ervin)

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

19. **NO. 63** 2021 Transfer Resolution – County Legislature (\$200,000) (16-0-1 Ervin)

12TH DISTRICT – MR. KNAPP

20. **NO. 64 (WAIVER)** Amending the 2021 County Budget to Make Funds Available to Provide Body Worn Cameras for the Onondaga County Sheriff's Office Police Division (11-5-1 Ervin)

LOCAL LAWS

- a. **PASSED** A Local Law Authorizing the Sale of County Property Located Off West Dead Creek Road and Elderberry Street in the Town of Van Buren (\$3,400) (Sponsored by Mr. Bush) (15-1 Williams-1 Ervin)
- b. **PULLED** A Local Law to establish a Sustainable Energy Loan Program (Open C-Pace) in the County of Onondaga (Sponsored by Ms. Kuhn)
- c. **PASSED** A Local Law Amending Article VI of the Onondaga County Charter and Further Amending Article VI of the Onondaga County Administrative Code with Respect to the 2022 County Budget Cycle (Sponsored by Mr. Burtis) (14 May, Williams, Rowley, Burtis, Tassone, Cody, Abbott-Kenan, Ryan, Chase, Holmquist, McBride, Bush, Kelly, Knapp – 2 Kuhn, Kinne -1 Ervin)

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

Respectfully submitted,



JAMIE McNAMARA, Clerk
Onondaga County Legislature

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

May 4, 2021 Session
Public Comment

PLEASE PRINT

	Name	Street Address	City/Zip	Organization	Topic
1					
2					
3					
4	Gary Dunlap	Box 372	Liverpool		COVID VACCINE
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County of Onondaga
Office of the County Executive

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J. Ryan McMahon II

County Executive

Ann Rooney

Deputy County Executive, Human Services

Brian J. Donnelly

Deputy County Executive

Mary Beth Primo

Deputy County Executive, Physical Services

April 8, 2021

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

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

REAPPOINTMENT:

Christina Ondrako
8339 Vassar Drive
Manlius, New York 13104

TERM EXPIRES:

December 31, 2024

Your confirmation of this reappointment would be greatly appreciated.

Sincerely,

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

J. Ryan McMahon, II
County Executive

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

Education: Case Western Reserve University, Cleveland, OH
Accounting Major; Bachelor of Science May 2001

Professional Licenses and Memberships:

- Licensed as a CPA in New York State (May 2004)
- Member of New York State Society of Certified Public Accountants
- Member of American Institute of Certified Public Accountants

Work Experience:

2010- Present

Senior Manager, Grossman St. Amour Certified Public Accountants PLLC (formerly Green & Seifter CPAs) (Syracuse, NY)

- Develop strong relationships and assist clients with implementation of technical pronouncements and review of internal control environments
- Supervise engagement progress and engagement teams with a particular focus on employee training; engagements include municipalities, school districts, not-for-profit organizations and private companies
- Present financial statements and reports to client management and those charged with governance
- Lead CPE programs for training of staff on single audits and various GASB topics
- Establishment and oversight of firm-wide mentoring program
- Perform evaluations and work with staff on career development programs through mentoring relationships
- Involvement in recruiting of potential employees
- Involvement in firm events committee and in the planning of volunteer opportunities

2004-2010

Audit Manager, Testone, Marshall & Discenza, LLP (Syracuse, NY)

- Supervise engagement progress and engagement teams; engagements include municipal, manufacturing and non-profit entities
- Develop audit approach and programs, considering engagement nature and risk for new and existing clients
- Assist clients with implementation of accounting changes and the preparation of financial statements
- Identify and recommend improvements in client internal control environments
- Present financial statements and reports to client management and governing bodies
- Technical review and oversight of audit files and financial statements
- Co-manage firm-wide branding initiative and employee recognition program
- Established and co-administer firm-wide mentoring program
- Involvement in recruiting of potential employees
- Chair of the firm's Community Involvement Committee

2002-2004

Accountant, Gustafson & Co., CPAs (Canastota, NY)

2001-2002

Staff Accountant, PricewaterhouseCoopers, LLP (Syracuse, NY)

Community Involvement:

- Food Bank of Central New York- Treasurer, Board of Directors, Finance Committee & Strategic Planning Committee
- Leadership Greater Syracuse- Finance Committee and Class of 2009
- United Way- Volunteer & Cook-off Team Captain
- NYSSCPA's COAP (Career Opportunities in the Accounting Profession)- Past Presenter and Volunteer



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J. Ryan McMahon II

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Brian J. Donnelly

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Mary Beth Primo

Deputy County Executive, Physical Services

April 8, 2021

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

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

APPOINTMENT:

Timothy Mulvey
5139 Hoag Lane
Fayetteville, New York 13066

TERM EXPIRES:

December 31, 2021

Your confirmation of this appointment would be greatly appreciated.

Sincerely,

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

J. Ryan McMahon, II
County Executive

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



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

TIMOTHY P. MULVEY

Timothy P. Mulvey is a graduate of SUNY Potsdam and Syracuse Law School. He was in private practice with Grass, Balanoff and Whitelaw in Syracuse (1985-1990) and also served as a Special Assistant to U.S. Senator Daniel Patrick Moynihan in Syracuse. From 1990 to 1999 Tim was the Executive Director of the federally chartered Onondaga Lake Management Conference.

Tim joined the Attorney General's Syracuse Office in 1999. He has represented the State of New York, state agencies and individual state employees in all state and federal courts including Supreme Court, Family Court, Surrogates Court, County Court, Federal District Court and the Court of Claims. His trial and litigation experience include: defending individual federal civil rights claims and federal employment discrimination cases; defense of personal injury and appropriation claims in state court; defending wrongful death and medical malpractice cases; representing the state in civil and criminal mental health proceedings, Article 78 and Declaratory Judgment proceeding practice, and defense of a myriad of state inmate claims.

Since 2018, Tim has been the regional AAG assigned to Charities Bureau matters in the Syracuse region.



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J. Ryan McMahon II
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Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

April 12, 2021

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Section 1903 of the Onondaga County Charter, and Article III, Section 3.13 of the County Administrative Code, I have appointed, subject to confirmation of the County Legislature, the following individuals to serve as members of the Onondaga County Fire Advisory Board.

APPOINTMENTS:

William Murphy, III
2700 East Lake Road
Skaneateles, New York 13152

James Perrin
5971 Arentine Way
Cicero, New York 13039

TERMS EXPIRE:

December 31, 2023

December 31, 2023

*William Murphy will replace Ronald Foote's expired term.
James Perrin will replace Kevin Purdy's expired term.*

Your confirmation of these appointments would be greatly appreciated.

Sincerely,

J. Ryan McMahon, II
County Executive

cc: Chris Ryan, Chair, Public Safety Committee
Yvette Velasco, Esq., Law Department
Jamie McNamara, County Legislature

2700 EAST LAKE ROAD SKANEATELES, NY 13152 315-952-1592 cell
WMURPHY159@VERIZON.NET

WILLIAM P, MURPHY III

OBJECTIVE

A position on the Onondaga County Fire Advisory Board

EMPLOYMENT

April 1991 - present Town of Tully Highway Department Tully, NY
Motorized Equipment Operator / Heavy Equipment Operator

- Coordinate daily job activities and schedules for all seasons •
- Perform mechanical maintenance on full spectrum of construction vehicles
- Perform supervisory duties on an as needed basis
- Teamsters Union Member Local 317

September 1990 - present Tully Central School District Tully, NY
Substitute School Bus Driver

- Transport students to and from school
- Perform safety checks/inspections prior to student pick up
- Attend mandatory safety training, physical agility and driver performance testing

April 2005 - present B&B Lumber Company Jamesville, NY
Over-road Tractor Trailer Driver

- Prepare product for transport
- Transport product to various locations throughout New York
- Record management

April 1998 - Nov 2004 TLC Emergency Medical Services Cortland, NY
Emergency Medical Technician

- Mechanical maintenance and medical inventory
 - Transport of patient from call location to medical facility .
- Record management

Aug 1990 - Feb 1991

July 1987 - March 1989 Upstate Electrical Corporation Manlius, NY
Electrical Assistant

- Perform all aspects of Commercial/Industrial electrical installation .
- Inventory control

March 1990 - August 1990 Barrett Paving Company Jamesville, NY
Heavy Equipment Operator

- Mechanical maintenance
- Transport material within stone quarry
- Perform work duties with the stone crushing equipment in the quarry

April 1989 - March 1990 J Bishop Builders Tully, NY
Electrical Assistant/Carpenter Assistant

- Perform electrical installation • Perform carpentry duties

EDUCATION

Sept 1973 - June 1987 Tully Central School District Tully, NY High
School Diploma

- BOCES specializing in residential electrical /electronics

OTHER PROFESSIONAL EXPERIENCE

Member of Skaneateles Volunteer Fire Department since April 2006
Member of SAVES Ambulance since October 2006

Driver Trainer Tully Fire Department Sept 2019 - present
Life Member Tully Fire Department April 2006 – present (still run calls on a mutual aid agreement while working in the Town of Tully)
Tully Fire Department active member December 1986 - March 2006
Line officer up through Assistant Fire Chief and Chief of Fire in Tully
Onondaga County Fire Advisory Board April 1999 - April 2006 (appointed by Nicholas J Pirro)
New York State Association of Fire Chiefs, area representative September 2003 – 2006
New York State EMT Certified (currently expired)
Emergency Vehicle Operator Certified
New York State CDL-A with passenger & towing endorsements
Onondaga County Volunteer Firemen's Association member
Onondaga County Fire Chiefs Association, Radio Communication Committee (Fire Users Group)

REFERENCES

Richard McCarron – Retired Sergeant Onondaga County Sheriff's Office, Syracuse, NY 13201 phone 315-283-3104

Jeffrey Griswold - Highway Superintendent Town of Preble, NY 13141 phone 607-749-2506

Robert Pitman – Chief of Police Homer, NY 13077 phone 315-696-7327

Dale Sweetland - Former Chairman Onondaga County Legislature -8035 Route 80, Fabius, NY 13063 phone 315-683-5828

JAMES C. PERRIN JR.

5971 Arentine Way, Cicero, NY 13039 • (315) 699-6711 •

RELEVANT EXPERIENCE

Cicero Volunteer Fire Department
8377 Brewerton Rd
Cicero NY 13039

Active Member Since 2007

2008 – 2009 Served as Department Vice President

2009 – 2011 Served as Department President

2011 – 2012 Served as Department Lieutenant

2013 – 2016 Served as Department Captain

2017 – 2018 Served as Department 2nd Assistant Chief

2019 – Current Serving as Department 1st Assistant Chief

Fire Department Committees:

Served on two Apparatus Committees that were responsible for the design and build of 2 Squads and 2 Engines.

Served on the New Station Committee that was responsible for the design and build of the new Cicero Fire Station.

Cicero Fire District
8377 Brewerton Rd
Cicero NY 13039

2009 – 2016 Served as an elected official on the Board of Fire Commissioners

2011 – 2016 Board Chairman

2011 Served as Vice President of the Central NY Region of Fire Districts

2012 – 2013 Served as President of Central NY Region of Fire Districts

EMPLOYMENT

JMA WIRELESS
7645 HENRY CLAY BLVD
LIVERPOOL NY 13088

2013 – CURRENT
PRODUCTION MANAGER

- Supervise and Manage multiple production lines required to meet daily, weekly, and monthly production builds and deadlines.

EDUCATION

Associates Degree in Data Processing
Onondaga Community College, 1987

High School Diploma 1984
C.W Baker High School, Baldwinsville, NY



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Mary Beth Primo

Deputy County Executive, Physical Services

April 12, 2021

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Section 1903 of the Onondaga County Charter, and Article III, Section 3.13 of the County Administrative Code, I have reappointed, subject to confirmation of the County Legislature, the following individuals to serve as members of the Onondaga County Fire Advisory Board.

REAPPOINTMENTS:

Paul Hildreth
114 Cashin Drive
Fayetteville, New York 13066

Michael Becallo
6161 Diffin Road
Cicero, New York 13039

James Buehler
74 Fennell Street
Skaneateles, New York 13152

Amy Speach
7796 Vicki Lane
Baldwinsville, New York 13027

Richard Nemier
102 Meredith Avenue
Nedrow, New York 13120

Gregory VanDyke
8351 Cazenovia Road
Manlius, New York 13104

TERMS EXPIRE:

December 31, 2022

December 31, 2023

December 31, 2023

December 31, 2023

December 31, 2023

December 31, 2023

Your confirmation of these reappointments would be greatly appreciated.

Sincerely,

J. Ryan McMahon, II

County Executive

cc: Chris Ryan, Chair, Public Safety Committee
Yvette Velasco, Esq., Law Department
Jamie McNamara, County Legislature

Paul Hildreth
114 Cashin Dr
Fayetteville, NY 13066

EDUCATION Onondaga Community College
Fire Science

WORK EXPERIENCE:

- | | |
|--|---------------|
| ▪ Village of Fayetteville
Fire Chief | 2015- Present |
| ▪ Dival Safety
Sales - Personal Protection Equipment / Fire Apparatus | 2011 – 2015 |
| ▪ Tyler Fire Equipment
Sales - Personal Protection Equipment / Fire Apparatus | 2005 - 2011 |
| ▪ Syracuse Glass Company
Shift Supervisor | 1992 - 2005 |
| ▪ Jerome Fire Equipment
Sales | 1994 - 1997 |
| ▪ Village of Manlius
Labor / Equipment Operator | 1986 - 1992 |

VILLAGE OF FAYETTEVILLE / FAYETTEVILLE FIRE DEPARTMENT:

(note: The Fayetteville Fire Department responds to over 3,200 calls, annually)

Chief	2006 – present
Deputy Chief	2003 – 2006
Assistant Chief	1996 – 2003
Line Officer	1989 – 1996
Fire Fighter	1981 – 1989

CERTIFICATIONS:

Numerous fire related classes

All NIMS/ PERMA Classes

Management seminars by Emergency Management Systems, Inc.

HONORS:

Numerous Fire Department Awards

County Fire Chief's President	2019
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Manlius Chamber Public Servant Award	2012
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Manlius Fire Department Life Saving Award	1994
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Onondaga County Heroism Award	1986
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EXECUTIVE SUMMARY:

- Experienced strategic leader who is passionate about building effective relationships and delivering results
- Champions and supports community leaders by providing innovative solutions towards experiential leadership development
- Recognized by leaders and peers as empowering, tenacious, trustworthy, passionate and committed

AREAS OF EXPERTISE:

Leadership	Community Engagement	Account Management
Training	Board & Committee Collaboration	Marketing
Organizational Development	Strategic Planning	Corporate Communication

PROFESSIONAL EXPERIENCE:

PROFESSIONAL EXPERIENCE:

Customer Engagement Manager, HealtheConnections, Syracuse, NY

2020 – Present

- Create training materials for all authorized users
- Mentor to Account Management staff
- Develop reports for recruitment and retention tracking
- Design new hire training programs
- Focus on instructional design and facilitation
- Serve as the HealtheConnections main connection with hospitals and physician practices in Central New York
- Build strategic relationships by networking with physicians and staff across 26 county region of New York State
- Identify and execute comprehensive strategies for achieving targeted objectives for participation and retention
- Work directly with physicians and staff on grant achievement

Provider Engagement Specialist, HealtheConnections, Syracuse, NY

2013 – 2020

- Provide functional leadership and engagement in all areas of healthcare information technology, training, coaching and mentoring, project management, workflow development, facilitation, instructional design, event planning, account management, presentations, analytics, and performance-based solutions
- Act as primary liaison for network of over 1,400 diverse healthcare leaders in the Central New York Region
- Advocate for growth and development for HealtheConnections through building and maintaining referral relationships with physicians in the community
- Effectively train and educate physicians across New York State on the health information exchange
- Develop and deliver formal health information exchange curriculum for physicians and staff
- Establish and solidify critical relationships with participants, vendors, internal staff and stakeholders.
- Constructed multi departmental committees' ranging from data contribution to recruitment and retention
- Manage many projects ranging from new merger training rollout, customer outreach sprints, to new data contribution
- Key note speaker at marketing events such as CNY MGMA, FDRHPO, CNY Care Corroborative, Onondaga County Medical Society, and CNY Care transitions meetings
- Recruited over 60% of all new participating organization 2016-2019

Elected Town Councilor, Town of Cicero, NY

2014 – 2018, Present

- Granted and exercised the authority to adopt local laws, establish town policies, authorize expenditures, approve the town budget and appoint personnel to the town's departments and various boards, such as the planning board and zoning Board of Appeals
- Created and approved a \$16 million budget
- Instituted employee achievement program that promoted employee development
- Responded to the needs of the community
- Established four community committees' promoting town growth, business, roads, zoning and public safety

Electronic Health Record Consultant, MedConsult LLC, Syracuse, NY

2009 – PRESENT

- Responsible for defining business requirements and recommending a technical approach to meet those needs
- Oversee the configuration, testing and implementations of Electronic Health Record (EHR) and Clinical Information System (CIS) solutions for healthcare clients
- Develop technical solutions requiring collaboration with internal experts, deep analyses and understanding of impact on end-product/solution
- Deliver solutions to workflow problems and issues that are unclear and require deep workflow knowledge
- Works independently to achieve day-to-day objectives with significant impact on operational results or project deliverables
- Manage entire projects or processes within a technical area
- Responsible for coaching and reviewing the work of lower level staff
- Work to influence team members regarding design, process and positive outcomes
- Contribute to the strategy for achieving objectives, identifying the steps necessary to successfully achieve project milestones

EDUCATION:

Master of Science: Sports Administration, Canisius College, Buffalo, NY **2009**

Bachelor of Arts: Communication Sciences, University of Alabama, Tuscaloosa, AL **2007**

CERTIFICATIONS:

Health Information Technology, Weill Cornell Medical College, Ithaca, NY **2012**

BOARD POSITIONS & AFFILIATIONS:

- Advisory Board Member, Onondaga County Office of Aging
- Advisory Board Member, Onondaga County Fire Board
- Board Member, Elected Cicero Town Councilor
- Volunteer Firefighter, Cicero Fire Department
- Mentor, Big Brother Big Sister

PROFESSIONAL RECOGNITION:

- 2019 Dale Carnegie Program, Class Coach
- 2015 CNY Business Journal 40 Under 40 Award
- 2009 Big East Athletic Conference Academic Achievement Award

JAMES P. BUEHLER
74 FENNEL STREET
SKANEATELES, NY 13152
(315) 246-6912

EDUCATIONAL BACKGROUND:

Corning Community College
Corning, NY 14830

AOS Degree
Occupational Studies –
Fire Protection Technology 1995

1 Year Certificate
Fire Protection Technology 1991

Buffalo State College
Buffalo, NY 14201

Bachelor's Degree
Criminal Justice 1980-1982

Cayuga Community College
Franklin Street
Auburn, NY 13021

AAS Degree
Criminal Justice 1978-1980

Skaneateles Central School
Skaneateles, NY 13152

Graduated 1978

WORK EXPERIENCE:

1992 – 2002 – State Fire Instructor – Onondaga County

1978 to present

Skaneateles Fire Department – Fire Chief

Held position of Chief, Assistant Fire Chief, Captain, Lieutenant and Recording Secretary

Emergency Medical Technician – EMT – 2015-2022

Town of Skaneateles Fire Marshal, Position Abolished – 1983 to 2001

New York State Department of Corrections – Auburn Correctional Facility – Corrections Officer

Responsibilities: Responsible for the safety and security of inmates

2001-2007 NYSDOCCS-Auburn Correctional Facility – Fire and Safety Officer

Responsibilities: Responsible for implementation and enforcement of all fire and safety
Operations and procedures as specified in the Departmental Directives

1993 - Appointed Accreditation Manager

1992 - Appointed Assistant Accreditation Manager

2007 – 2014 New York State Department of Corrections – Central Office – Assistant Fire and Safety Coordinator

- Assist in the coordination of the Fire and Safety programs at all New York State Correctional Facilities
- Reviewed all procedures related to Fire and Safety Programs
- Scheduled all Fire and Safety Code Inspections at each facility
- Helped implement the Fire Fighter 1 and Fire Brigade Program throughout the State
- I was a part of SEMO as the NYSDOCCS representative in the command Center in Albany
- I was a member of TSU (Technical Service Unit) that worked with our CERT (Correctional Emergency response Team) in case of hostage or escape of inmates at our facilities

1991 Appointed Municipal Training Officer-Auburn Correctional Facility

1986 to 1990 Fire and Safety Officer

1980 to 1983 Community General Hospital – Security Guard

Responsibilities:

Patrolling, assisting and crime prevention

CERTIFICATIONS:

State of New York

January 2009	Disaster LAN Training
August 1991	Certified Instructor Level #2
August 1991	Certified Instructor Level #1
July 1991	Educational Methodology
June 1991	Training Officer Workshop II
April 1991	Fire Investigator Level #2
April 1991	Fire Officer Level I
November 1990	Hazardous Material Seminar
August 1990	Training Officer Workshop – I
June 1990	Fire/Arson Investigation
January 1990	Emergency Command and Management – Hazardous Materials
July 1989	Academy of Fire Science – Scott Breathing Apparatus Maintenance
June 1989	Hazardous Substance Bulk Storage
March 1989	Fire Training – fire Investigator Level #1
January 1989	Ladder Company Operations
November 1988	Annual Fire/Safety Officers Training

November 1988	Fire Reporting Workshop
September 1988	Basic Code Enforcement Training Program
August 1988	Cause and Origin Determination
August 1988	Fire Behavior and Arson Awareness
June 1988	Preparing for Command Course
May 1988	General Building Construction
April 1988	Low-Rise Residential Construction
March 1988	Inspection of Existing Structures
February 1988	Introduction to Code Enforcement Practices
December 1987	Administration and Enforcement
March 1987	Emergency Control of Hazardous Materials Incidents I Course
July 1984	Initial Fire Attack Course
February 1984	Accident Victim Extrication Training Course
February 1983	Fire Police Course
October 1979	Fire Behavior and Arson Awareness Course
June 1977	Essentials of Firemanship Course - County of Onondaga
April 1989 –	National Fire Protection Association – Town Fire Marshal
July 1985 –	Rescue Officers Training Course (Skaneateles Fire Department)

REFERENCES:

Available upon request

Amy Speech
7796 Vicki Ln. Baldwinsville, NY 13027

aspeech@bcsfd.org
(315) 374-1331

QUALIFICATIONS SUMMARY

- Organizing and handling the day to day operations of the Fire District office on behalf of the Chief and the Board of Fire Commissioners; including purchasing, human resources, record keeping and various other duties. Assist with the planning for the annual budget, elections and audits.
- Goal oriented, self-motivated leader who strives to overcome obstacles to reach desired goals and results, doing so by creating a team atmosphere where each member has an important role that allows every team member to focus on their strengths and improve weaknesses.
- **Management Professional** with 5+ years of experience in developing and implementing corporate, merchandising, and operations strategies; interviewing, training, motivating, and evaluating personnel to attain goals and increase productivity; building customer relations; and achieving financial goals.

ACCOMPLISHMENTS

- Gained experience by serving at various positions within the volunteer fire service from department support member to firefighter to fire district secretary to fire district association officer. This has allowed me to establish relationships within various fire service organizations and gain an understanding of the fire service from different perspectives.
- Assisted in developing and presenting Secretary Training for the Association of Fire Districts for the State of NY.
- Work with area fire district officials to troubleshoot issues that may arise in their day to day operations, answer questions regarding procedures and if necessary refer them to other professionals or agencies for assistance.
- Built relationships with accounts to grow the business and increase referrals. Worked with management to provide world class customer service to our accounts. Continuously observed and reviewed office work flow and procedures to optimize productivity and customer service.

PROFESSIONAL EXPERIENCE

Fire District Secretary & Office Manager	Belgium Cold Springs Fire District	2013-present
Quality Control Specialist/Medical Bill Auditor	S. A. F. E. LLC, Syracuse, NY	2004-2012
Management Trainee	Enterprise Rent A Car, N.Syr., NY	2002-2004
Customer Sales & Service Specialist	AT&T, Syracuse, NY	2001-2002
Store Manager	Lady Foot Locker/Kids Foot Locker	1998-2001
	Saratoga Springs/Rotterdam/Albany/Syracuse, NY	
Assistant Manager	Lady Foot Locker, Syracuse, NY	1997-1998

EDUCATION

BS [Business Administration] State University of New York College at Brockport, Brockport, NY 1997

VOLUNTEER WORK

Belgium Cold Springs Fire Department

2004-2005 – Department Support Member

2005-present - Firefighter

2007- 2009 - Vice President of the Executive Board

2010-2012 - President of the Executive Board

2008-present - ASHI Certified Instructor First Aid and CPR

Central Region Fire District Association

2015-present – Vice President for a two year term, President for two year term and currently serving as Vice President

2018 – Fire District representative on the Onondaga County Fire Advisory Board

Association of Fire District of the State of NY (AFDSNY)

2018 – Secretary Training presenter at statewide conferences and regional training.

Fire Districts of NY Mutual Insurance Company, Inc.

2020 – Director

RICHARD NEMIER

102 MEREDITH AVE. • NEDROW, NY 13120 • PHONE (315) 469-8060

E-Mail: chief2be@twcny.rr.com

LOCAL TRAINING

- National Incident Management System (NIMS)
 - NIMS 100
 - NIMS 200
 - NIMS 700

FIRE EXPERIENCE

- 1991 to present -- stand-by at New York State Fair Fire Prevention booth
- 1992 to present - presentation to morning program for fire prevention at Rockwell elementary school
- 1992 to present - Fire prevention presentation to BOCES at Rockwell Elementary School
- Been in the fire service since 1990
 - 3 years as lieutenant - in charge of vehicle maintenance and training
 - 1 year as captain - in charge of training
 - 5 years as 2nd Asst. Chief
 - 7 years as 1st Asst. Chief
 - 2 1/2 years as Junior Firefighter Advisor and Trainer
- 2000 – present Public Education Conference at New York State Fire Academy in Montour Falls
 - 17 years on Public Education Committee NYSAFC
 - 3 years Chairman of the Public Education Committee NYSAFC
- 5 yrs assisting with after-school program, fire house school, at Rockwell Elementary School
- Have taken the following at the National Fire Academy in Emmetsburg, MD
 - Leadership 1, 2 and 3
 - Incident Command
 - Incident Training Officer

- Incident Commander - 2014 mass casualty incident on Rt. 81
Trailways bus collided with a tractor trailer. 52 passengers on board
26 treated for minor injuries, driver was extricated in 2 hours
3 minutes. Driver lost right leg below the knee.
- 2014 – present – contracted instructor for VFIS Insurance
Teach Train the Trainer
Emergency Vehicle Driver Training
UTV/ATV Emergency Service Response
Traffic Incident Management
Emergency Service Trailer Operations
T.I.P.S. Instruction for bartenders and servers

Retired in March 2014 as a Highway Shift Supervisor

I was previously employed for 32 years with the Onondaga County Department of Transportation. During that time, I have done the following:

- Supervised and assisted the guard rail crew replacing, repairing guard rail
- Supervised the paint crew (striping roads)
- 4 years' experience full time and 3 years' experience part-time as a night rider
- 6 years' experience weekend rider during the summer
- 8 years as a Defensive Driving Instructor
- 6 years on Countywide Labor Management Committee
- 3 years as chairman on Countywide Labor Management Committee
- Have been a truck driver (CDL license) and a heavy equipment operator.
During my employment I have run and operated the following:
 - the low bed trailer
 - dump truck
 - roller
 - grader
 - paint truck
 - payloader
 - snowplow (both 2 man and one person)
- Been involved with 2-3 incidents involving FEMA
Ice storm of 2004 – I was the night rider
2005 flooding at DeRuyter Lake (I was the foreman on the crew)
Hurricane Ike clean up - I was the night rider
And have also taken photographs to assist in their evaluation.

Gregory VanDyke

8351 Cazenovia Rd

Manlius, NY 13104

(315) 374-6548 | gregvandyke@ongov.net

Profile Summary: It has been my goal since a young age to have a career in Emergency Communications. 13 years ago I started that dream career and I have since made it my goal to learn as much about this job as possible and be as valuable as I can to my employer. I have been a training liaison, assigned to the training office, a CTO, am certified to teach many topics, have assisted with many tech projects while assigned to the training office including the installation and set up of the new multi-function monitors in the training room, conference room and role call room and in development and implementation of the Shotspotter software. There were several times while assigned to training that I assisted tech services running cables, setting up the training room with computers for different initiatives, going out to fire departments to do MDT updates and was often involved in developing the training programs for new software that usually meant being involved in the development from the beginning. When the COVID-19 pandemic started I offered to assist tech services once again with response plan updates and have enjoying again learning a new side of the 911 center while assigned to the Operations floor.

Work Experience:

Onondaga County Emergency Communications

Public Safety Dispatcher

09/2007 - Present

- Hired as a Public Safety Dispatcher in September of 2007, started as a call taker and Fire/EMS dispatcher.
- In 2009 I was cross-trained to work County Police Dispatch
- In 2011 I started working with the training division as an adjunct academy instructor and Communications training officer. While doing these I assisted training new employees in Geography and Highways and assisted with on the job training.
- 2013 I was assigned as a Training liaison where I conducted refresher and remedial training for employees assigned to my shift. This included remedial training for employees who had been out on extended sick leave, employees who were found to be deficient through the Quality Assurance program and putting out training material for refresher training for our employees.
- January 2016 I was assigned to the training division as a staff instructor. Myself along with my partner were responsible for new hire training, dispatch classes, our annual

required training material, putting together remedial training material and many other topics. The two of us together were responsible for about 23,000 hours of training material each year.

- July 2019 I transitioned back to the operations floor. Since being assigned back to the operations floor I have continued to assist the Training division by returning to the training office as the lead instructor for a Fire/EMS dispatch class and as a CTO for multiple trainees. I also assisted with the delivery of the Call taker refresher class for 2020.
- Since the onset of the COVID-19 pandemic, I have been assisting with entering special situations and updating fire department response plans using CADDDBM.

Syracuse University Department of Public Safety

Communications Specialist

02/2020-present

- In February 2020 I started working part time at Syracuse University as a Dispatcher for the Department of Public Safety. This job while similar to Onondaga County Emergency Communications is also very different. While at Syracuse University we take phone calls for all sorts of different things, not just emergencies. The level of customer service is much different and the amount of knowledge you must have to know where to refer callers to that don't necessarily need DPS is extensive.
- Syracuse University is coming online with Onondaga County's Hexagon CAD system, this was something I was part of getting started when I was assigned to the training office. I am currently working on a training plan and training materials to bring our personnel up to date with how the new CAD system works, how it will interact with the Onondaga County System and the differences between the current CAD and the new Hexagon CAD.
- The turnover rate at Syracuse University is very high and there have been several times even in the short time I have been here that I have found myself in a position where I am "training" someone. The experience that I have from the 911 center has helped me be able to provide these trainees with some valuable training time even though I am new here too.

Manlius Fire Department

Deputy Fire Chief

02/2018-present

Assistant Chief

12/2017-02/2018

Fire Captain

02/2017-12/2017

Fire Lieutenant

02/2015-02/2017

Firefighter

06/2013-02/2015

Junior firefighter

05/2000-01/2004

- Responding to and managing incident scenes including, fire, rescue and EMS incidents. Halfway through the 2018 calendar year the 3 Manlius Chiefs and the Fayetteville chiefs started a "duty chief" program, while on duty I was responsible to respond to all Fire/Rescue scenes in either district and manage them, often with no other chiefs on the

incident. There were many nights while I was not the duty chief I would put myself on the schedule for Fire and EMS to ensure that our vehicles got out to every call whether it was Fire or EMS.

- From 2016 to 2019 I was the head of the Fire Training division; I oversaw all aspects of fire training. In this position it was my responsibility to put together a training schedule for the year for our volunteers on Tuesday nights as well as put out training for our career firefighters to complete during the day (workload dependent), as well as manage the fire training budget, distribute outside training for our personnel to broaden their experience.
- Supporting the local and County Police with several initiatives and training on new types of threats such as Active shooter training. I have lead our department to two of the County's active shooter drills as well as working with our members to develop our policy on how we're going to handle these situations and researching and purchasing new and different items to make our tasks in these situations easier.
- Throughout my years in Manlius I have never stopped training to better myself. I have taught almost every Tuesday night training for the past 3 years, as well as countless hours on other days of the week helping members complete annual required skills, helping members with driver training so they can drive our vehicles, helping new members get cleared to be interior and exterior firefighters as well taking classes myself and assisting with teaching Firefighter 1 classes.

Fayetteville Fire Department

Fire Lieutenant

04/2010-06/2013

Firefighter

08/2005-04/2010

- When I left Fayetteville I was the Officer on the Tuesday night shift. When I was in charge of a shift I was responsible for the events of the night, including shift training, calls, and any administrative responsibilities that arose.
- I was in charge of Recruitment and retention for a period of time where I was in charge of onboarding new members as well as ensuring that they got through all of their orientation sessions and completed all the necessary paperwork. I created the "binder program" in Fayetteville where there were binders made up for each new member that outlined everything the new recruit needed to know and do.
- While in Fayetteville I obtained my New York State Instructor certification and began to teach Firefighter 1 courses. While I never ran a Firefighter 1 class I have spent hundreds of hours training new firefighters as a Municipal Fire Instructor.
- I was an EMT for a couple years, I did transport BLS patients to the hospital.
- As soon as I turned 21 I was a cleared ambulance operator and driver trainer, as well as a fire apparatus operator and trainer. Only myself and one other volunteer at the time went through the requirements to drive and operate the Ladder truck.

Education:

Fayetteville-Manlius High School

Graduated June 2004

Certification:

All Certifications below are from New York State unless otherwise specified.

Firefighter 1
Firefighter 2
Hazardous Materials Operations
Weapons of Mass Destruction Awareness
Confined Space: Awareness and Safety
Firefighter Survival
Firefighter Assist & Search Team
Truck Company Operations
Apparatus Operator - Emergency Vehicle
Apparatus Operator - Pump
Apparatus Operator - Aerial Device
Principles of Building Construction Combustible & Non-Combustible
Rescue Technician Basic
Fire Behavior & Arson Awareness
Principles of Fire Investigation
Introduction to Fire Officer
Fire Officer 1
Leadership, Accountability, Culture and Knowledge
Live Fire Training Policy
Basic Wildland Suppression
Hazardous Materials Incident Command
Fireground Strategy and Tactics for First Arriving Companies
Strategy and Tactics for Initial Company Operations
Incident Safety Officer
Introduction to Code Enforcement Practices Parts 1 & 2
Fire Service Instructor 1 with authorization to instruct BEFO/IFO, Confined Space Safety and Awareness, Hazardous Materials First Responder Operations, Conducting Live Fire, Live Fire Safety and Training, Domestic Preparedness: Weapons of Mass Destruction - Awareness and Strategy and Tactics for Initial Company Operations
National Fire Academy -- Health and Safety Officer
State of New York Division of Criminal Justice Services General Topics Instructor
Onondaga County Public Safety Critical Incident Management
International Critical Incident Stress Foundation: Individual Crisis Intervention and Peer Support and Group Crisis Intervention.
FEMA - ICS 100, 200, 300, 700 & 800

Professional Affiliations:

Member, New York State Association of Fire Chiefs

Chairperson, Onondaga County Fire Advisory Board

Member, Syracuse City School District Fire/EMS Curriculum Review Committee

Awards & Honors:

Most training hours for the year, Fayetteville Fire Department, 2005 & 2006

Chief's Award, Fayetteville Fire Department, 2011

Fire/EMS Dispatcher of the year, Onondaga County Emergency Communications, 2013

Chief's Award, Manlius Fire Department, 2015

President's award, Manlius Fire Department, 2017 & 2019

Multiple Unit Citations from the Manlius Fire Department in the past 7 years

Commissioner's administrative award, Onondaga County Emergency Communications, 2019

Professional References: Available upon request



County of Onondaga
Office of the County Executive

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

Phone: 315.435.3516 Fax: 315.435.8582

www.ongov.net

J. Ryan McMahon II
County Executive

Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

April 13, 2021

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Section 1903 of the Onondaga County Charter, and Article III, Section 3.13 of the County Administrative Code, I have reappointed, subject to confirmation of the County Legislature, the following individuals to serve as members of the Onondaga County Fire Advisory Board.

REAPPOINTMENTS:

Timothy Chrysler
2432 Ridge Road
Manlius, New York 13104

Warren Virgil
8380 Virgil Road
Fabius, New York 13063

TERMS EXPIRE:

December 31, 2023

December 31, 2023

Your confirmation of these reappointments would be greatly appreciated.

Sincerely,

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

J. Ryan McMahon, II
County Executive

cc: Chris Ryan, Chair, Public Safety Committee
Yvette Velasco, Esq., Law Department
Jamie McNamara, County Legislature

Timothy Chrysler
2432 Ridge Road.
Manlius, New York 13104
1-315-289-5704
Timchrysler79@gmail.com

Employment

July 2013 - October 2017.

Firefighter/EMT-paramedic

DeWitt Fire District
4500 East Genesee Street
DeWitt, New York 13214

Perform EMS/Firefighting duties that include: answering emergency alarms for fire and medical situations, public education, fire prevention/code safety inspections, Advanced Life Support (Paramedic Level) medical care and assuring all equipment is in service ready for use.

September 2011 - October 2012

Paramedic

Village of Sherburne Fire Department
Sherburne, New York 13460

Provide emergency medical care (Paramedic Level), continue medical education and inspect all equipment.

March, 2009 - Present

Firefighter/EMT-Paramedic

Village of Fayetteville Fire Department
Fayetteville, New York 13066

Perform EMS/Firefighting duties that include: answering emergency alarms for fire and medical situations, public education, fire prevention/code safety inspections, Advanced Life Support (Paramedic Level) medical care and assuring all equipment is in service ready for use.

- NFPA 1983 Operations Level, Rope Rescue certified
- Central New York Emergency Medical Services CME Evaluator
- National Incident Management System compliant 100/200/300/700/800
- Professional Qualifications for Firefighter
- AEMT Paramedic
- Critical Incident Stress Management associate
- Fire service Instructor
- Shift commander

March 2006 July 2013

Paramedic

Rural Metro Medical Services

488 west Onondaga St.

Syracuse, New York 13202

Perform emergency medical care (Paramedic Level), continue medical education and ensure all equipment is in service ready for use.

- EMT Basic to EMT Paramedic
- Field Training officer

May 2004 - Present

Firefighter/EMT-paramedic (Volunteer)

Pompey Hill Volunteer Fire Department

Pompey, New York 13138

Perform EMS/Firefighting duties that include: answering emergency alarms for fire and medical situations, public education, fire prevention/code safety inspections, Advanced Life Support (Paramedic Level) medical care and assuring all equipment is in service ready for use. Coordinate training and policy.

- Explorer
- Firefighter
- EMT
- Paramedic
- Lieutenant
- Captain
- Deputy Chief of Fire
- Training Division
- Safety Officer
- Chief of Fire

Education

March 2009 - June 2009

Utica Fire Academy

Utica, New York

State/National professional qualifications for firefighter

14 week training program/academy that provides the minimum requirements for professional firefighting requirements and more.

- Firefighter 1 & 2
- Apparatus Operator Pump
- Rescue Tech Basic
- Truck Company Operations
- Courage to Be Safe
- Codes Complaint Technician
- Haz Mat Awareness/Operations/Technician
- Firefighter Assist and Search Team
- Firefighter Survival
- Emergency Vehicle Operation Course
- Fire Prevention and Arson Awareness
- Confined Space Awareness
- Weapons of Mass Destruction
- SCBA Confidence
- Aerial Device Operations

May 2007 - June 2008

Faxton – St Lukes Health Care

Utica, New York

Paramedic Certification

An accredited New York State Paramedic Training Program. ACLS, PALS, PHTLS AND CPR

1998- Graduate of Fabius – Pompey High School

References

Chief Randall Griffin
City of Oswego Fire Department
35 East Cayuga Street
Oswego, NY 13126
(315)343-2161

Scott Nicholas
7384 Cherry Street
Pompey, NY 13138
(315)289-8511

Wendell Pfohl
Oran Gulf Rd
Manlius, NY 13104
(315)391-3939

Darryl Mawson
70 Third St
Camden, NY 13316
(315)430-6863

**WARREN J. VIRGIL
8380 VIRGIL ROAD
FABIUS, NEW YORK 13063
315-683-5243**

OBJECTIVE: TO PROMOTE AND ADVANCE THE VOLUNTEER FIRE SERVICE, SO TO PROVIDE THE BEST SERVICE POSSIBLE TO THE COMMUNITY. KEEPING A FOCUS ON THE TRAINING AND SAFETY OF ALL EMERGENCY RESPONSE PERSONNEL

EMERGENCY SERVICE EXPERIENCE

AUGUST 1974 – AUGUST 1984 – POMPEY HILL VOLUNTEER FIRE DEPARTMENT

- **DUTIES AND ACCOMPLISHMENTS**
 - **DRIVER, PUMP OPERATOR, INTERIOR FIREFIGHTER, EMERGENCY MEDICAL TECHNICIAN, CARDIAC CARE TECHNICIAN, ADVANCED TO THE RANKS OF LIEUTENANT, CAPTAIN, AND ASSISTANT CHIEF.**
 - SERVED AS AN EXECUTIVE OFFICER – PRESIDENT**

SEPTEMBER 1985 – PRESENT – FABIUS VOLUNTEER FIRE DEPARTMENT

- **DUTIES, ACCOMPLISHMENTS, SKILLS AND TRAINING**
 - **DRIVER, PUMP OPERATOR, INTERIOR FIREFIGHTER, EMERGENCY MEDICAL TECHNICIAN, FIRE POLICE**
 - **FIRST ASSISTANT CHIEF – 2006 – 2014**
 - **FIRST ASSISTANT CHIEF – 2018 – PRESENT**
 - **FIRE CHIEF – 2015-2017**
 - **CHAIRMAN OF FUND RAISING AND BUILDING COMMITTEE**
 - **MEMBER BOARD OF FIRE COMMISSIONS – FABIUS FIRE DISTRICT – 1985-1994**
 - **BOARD OF DIRECTORS - 2020**

EMPLOYMENT EXPERIENCE

- **JANUARY 2008 – PRESENT – TOWN OF FABIUS HIGHWAY DEPARTMENT**
 - **HIGHWAY SUPERINTENDENT**
 - **MANAGE AND SUPERVISE THE DEPARTMENT – 365 DAYS 24/7**
 - **SOLE CONTROL OF YEARLY BUDGET**
 - **DEVELOPED SAFETY AND TRAINING PROGRAMS**
 - **DEVELOPED HARASSMENT POLICY**
 - **DEVELOPED NEW PROCUREMENT PROGRAM FOR PURCHASE OF NEW EQUIPMENT**

- **SEPTEMBER 1986 – DECEMBER 2008 – BEAM MACK SALES AND SERVICE, EAST MALLOY ROAD, EAST SYRACUSE**
 - **PARTS MANAGER 1986 – 2002**
 - **RESPONSIBLE FOR INVENTORY CONTROL AND ORDER MANAGEMENT OF \$500,000 INVENTORY**
 - **OUTSIDE PARTS SALES – 2002-2008**
 - **RESPONSIBLE FOR MAINTAINING AND EXPANDING CUSTOMER SALES BASE**
 - **DEVELOPING AND EXPANDING NEW CUSTOMER BASE**
 - **DEVELOPED CUSTOMER/VENDER TRAINING PROGRAM**

EDUCATION

FABIUS-POMPEY HIGH SCHOOL – 1970 GRADUATE
ATTENDED MORRISVILLE COLLEGE – 1971

FIREMEN TRAINING AND SKILLS

BASIC FIREFIGHTING	1975
INITIAL FIRE ATTACK	1977
HAZ MAT I	1977
PUMP OPERATOR	1979
FIRE POLICE	2002
EMERGENCY LIGHTING AND VEHICLE ACCIDENT	2002
ACCIDENT VICTIM EXTRICATION	2003
EVOC	2003
I-100 INTRODUCTION INCIDENT COMMAND	2004
PUBLIC SAFETY CRITICAL INCIDENT MANAGEMENT	2004
EMERGENCY RESPONSE TO TERRORISM	2004
NIMS IS-100	2006
NIMS IS -700	2006
NIMS IS-800	2006
HAZ MAT OPERATION	2006
NIMS IS 200	2008
ORIENTATION AND CAREER DEVELOPMENT	2009
NFA TRAINING AND OPERATIONS SMALL DEPT	2009
EXTINGUISHING THE FLAMES OF LIABILITY	2009
NFA FIRE BEHAVIOR IN A SINGLE FAMILY OCC	2010
NFA FIRE MODELING	2010
WATER SUPPLY OPS	2010
INTRODUCTION TO FIRE OFFICER	2010
NFA POLITICS AND THE WHITE HELMET	2013
ELECTRIC HAZARD AWARENESS	2014
HAZARD COMMUNICATION	2014
PUBLIC INFORMATION OFFICER WORKSHOP	2015
TERRORISM INDICATORS AND SUSPICIOUS ACTIVITY REPORTING	2018

EMS EXPERIENCE AND TRAINING

EMT

1975 — PRESENT

CARDIAC CRITICAL CARE

1978-1981

May 4, 2021

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

RESOLUTION NO. 45

CONFIRMING APPOINTMENTS AND REAPPOINTMENTS TO THE ONONDAGA COUNTY FIRE
ADVISORY BOARD

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly appointed, reappointed, and designated, pursuant to Section 1903 of the Onondaga County Charter, and Article III, Section 3.13 of the Onondaga County Administrative Code, subject to confirmation of the County Legislature, the following individuals to serve as members of the Onondaga County Fire Advisory Board:

APPOINTMENTS:

William Murphy, III
2700 East Lake Road
Skaneateles, New York 13152

TERM EXPIRES:

December 31, 2023

James Perrin
5971 Arentine Way
Cicero, New York 13039

December 31, 2023

REAPPOINTMENTS:

Paul Hildreth
114 Cashin Drive
Fayetteville, New York 13066

TERM EXPIRES:

December 31, 2022

Michael Becallo
6161 Diffin Road
Cicero, New York 13039

December 31, 2023

James Buehler
74 Fennell Street
Skaneateles, New York 13152

December 31, 2023

Amy Speech
7796 Vicki Lane
Baldwinsville, New York 13027

December 31, 2023

Richard Nemier
102 Meredith Ave
Nedrow, New York 13120

December 31, 2023

Gregory VanDyke
8351 Cazenovia Road
Manlius, New York 13104

December 31, 2023

Timothy Chrysler
2432 Ridge Road
Manlius, New York 13104

December 31, 2023

Warren Virgil
8380 Virgil Road
Fabius, New York 13063

December 31, 2023

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

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

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

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

MAY 4, 2021 SESSION				1
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				<i>Mr. May & Mrs. Abbott-Kenan requested to be added as cosponsors.</i>
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Mr. Burtis

RESOLUTION NO. 46

CALLING FOR A PUBLIC HEARING ON THE TENTATIVE 2021-2022 BUDGET OF THE
ONONDAGA COMMUNITY COLLEGE

RESOLVED, pursuant to Section 6304 of the Education Law, this County Legislature hereby determines that a public hearing on the tentative budget of the Onondaga Community College for the fiscal year commencing on the 1st day of September, 2021, and ending on the 31st day of August, 2022, shall be held at the Legislature Chambers by the Ways & Means Committee of said County Legislature, at the Court House, Syracuse, New York, which committee is hereby designated to hold such public hearing on May 25, 2021, at 9:15 a.m.

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

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

Clerk, County Legislature

MAY 4, 2021 SESSION				2
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Mr. Burtis

RESOLUTION NO. 47

PERSONNEL RESOLUTION AND AMENDING THE COUNTY BUDGET

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

RESOLVED, that the following changes are authorized, effective the first full pay period after May 4, 2021:

Comptroller (Admin Unit 1300)

Create (1) Chief Governmental Accountant at Grade 35, \$78,060 – \$103,482

Create (1) Systems Accounting Manager, at Grade 13, \$68,784 - \$76,174

Create (1) Account Clerk 3, at Grade 8, \$46,731 - \$51,670

Create (1) Administrative Officer, at Grade 31, \$54,092 - \$71,708

County Executive (Admin Unit 2100)

Create (1) Administrative Officer at Grade 31, \$54,092 - \$71,708

Create (1) Director of Strategic Initiatives, at Grade 37, \$93,824 - \$124,379

Create (2) Deputy Director of Strategic Initiatives, at Grade 35, \$78,060 - \$103,482

Department of Transportation (Admin Unit 9300)

Create (4) MEO 1 (Trainee) at Grade 4, \$34,330 - \$37,891

Water Environment Protection (WEP) (Admin Unit 3330)

Create (3) Laborer 2 (Trainee) at Grade 3, \$32,633 - \$36,006

Department of Parks and Recreation (Admin Unit 6900)

Create (3) Maintenance Worker 1 (Trainee) at Grade 4, \$34,330 - \$37,891

Department of Children and Family Services (DCFS) (Admin Unit 8300)

Create (1) Program Coordinator (DCFS) at Grade 35, \$78,060 - \$103,482

Create (1) Special Assistant Commissioner/Quality Assurance (DCFS) at Grade 33, \$64,967 - \$86,125

Economic Development (Admin Unit 3510)

Create (1) Executive Secretary at Grade 26, \$41,146 - \$54,546

Emergency Management (Admin Unit 3800)

Create (1) Program Coordinator (Emer Mgt) at Grade 10, \$54,552 - \$60,360

Information Technology (IT) (Admin Unit 2700)

Create (1) Graphics Technician 2 at Grade 11, \$58,315 - \$64,541

and, be it further

RESOLVED, that the following position be abolish effective the first full pay period after May 4, 2021:

<u>Admin Unit:</u>	<u>Line:</u>	<u>Title:</u>
D13-Comptroller's Office	L100148	JC01750-Executive Secretary
D13-Comptroller's Office	L107066	JC07110-Admin Assistant
D19-County Clerk	L100291	JC60050-Messenger
D27-Information Technology	L100798	JC03290-Telephone Tech
D27-Information Technology	L100761	JC03660-Console Operator
D3510-Economic Development	L103471	JC01760-Secretary
D39-Finance Department	L103673	JC30250-Accounting Supv Gr B
D47-Law Department	L106098	JC01000-Typist 1
D69-Parks & Recreation	L109066	JC02000-Account Clerk 1
D7120000000-CNY Works	L104977	JC04510-Emp Svs Specialist 1
D71-Personnel Department	L105960	JC01010-Typist 2
D71-Personnel Department	L102960	JC30460-Inc Mtce Wkr
D7320-Probation Department	L101367	JC01000-Typist 1

and, be it further

RESOLVED, that the Onondaga County Salary Plan be amended to add the titles of Administrative Officer at Grade 31, Director of Strategic Initiatives at Grade 37, Deputy Director of Strategic Initiatives at Grade 35, Graphics Technician 2 at Grade 11, Program Coordinator (DCFS) at Grade 35, and Special Assistant to Commissioner of Quality Assurance (DCFS) at Grade 33; and, be it further

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

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

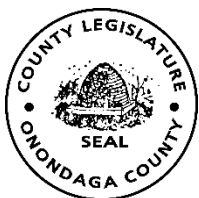
REVENUES:

In Admin Unit 1300000000
Comptroller's Office
Speed Type #102038
In Account 590083-Appropriated Fund Balance \$207,224

APPROPRIATIONS:

In Admin Unit 1300000000
Comptroller's Office
Speed Type #102038
In Account 641010-Regular Employee Salaries \$140,969
In Account 691200-Employee Benefits \$66,255

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

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

Clerk, County Legislature

MAY 4, 2021 SESSION				3
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN			✓	
16. WILLIAMS	✓			
2. ROWLEY		✓		
3. BURTIS	✓			
4. TASSONE		✓		
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH		✓		
14. KELLY	✓			
15. KINNE		✓		
12. KNAPP	✓			
TOTAL:	12	4	1	

May 4, 2021

Motion Made By Mr. Burtis

RESOLUTION NO. 48

ACCEPTING AND APPROVING CONTRACT BETWEEN THE COUNTY OF ONONDAGA AND
THE CENTRAL AND NORTHERN NEW YORK BUILDING AND CONSTRUCTION TRADES
COUNCIL ("BTC")

WHEREAS, collective negotiations have been conducted between the County of Onondaga and
The Central and Northern New York Building and Construction Trades Council, (hereinafter "BTC"); and

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

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

AGREEMENT
BETWEEN
THE COUNTY OF ONONDAGA
AND
THE CENTRAL AND NORTHERN NEW YORK BUILDING AND CONSTRUCTION
TRADES COUNCIL ("BTC")

JANUARY 1, 2019 - DECEMBER 31, 2022

and, be it further

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

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted
by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				4
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

AGREEMENT

BETWEEN

THE COUNTY OF ONONDAGA

AND

**THE CENTRAL AND NORTHERN NEW YORK
BASIC BUILDING TRADES COUNCIL**

2019 - 2022

The County of Onondaga hereby recognizes the Central and Northern New York Basic Building Trades Council as the collective bargaining representative for the respective memberships of union employees employed by the County as bricklayers, carpenters, carpenter crew leader, electricians, painters, painter crew leader, plumbers, steamfitters and tile setters. This recognition shall extend from January 1, 2019 through December 31, 2022.

The Basic Building Trades Council affirms that it does not assert the right to strike nor to assist nor to participate in any strike nor to impose an obligation to conduct, assist or participate in any strike, slowdown or work stoppage.

It is the policy of the County and the Building Trades Council that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age, disability or marital status.

Furthermore, as required by Section 204(a) of the Civil Service Law of the State of New York commonly referred to as the Taylor Law the following is included:

"It is agreed by and between the parties that any provisions of this agreement requiring legislative action to promote its implementation by amendment or law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval."

The Central and Northern New York Basic Building Trades Council agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the County and not covered by this agreement is in the province of the County.

The County Legislature on its own behalf and on behalf of the County hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of New York and/or the United States of America.

The exercise of any such right, power, authority, duty or responsibility by the County Legislature and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Association, shall be limited only by the specific and express terms of this Agreement.

The County shall upon 30 days notice and receipt of a written and signed direction from each employee deduct from the wages due such employee the regular union dues and fees fixed by the

Union and shall remit such amounts to the Union treasury on a regular monthly basis. Employees may revoke such payroll deduction authorization at any time upon written 30 day notice to the County Comptroller.

1. Except as expressly modified by this agreement employee fringe benefits, which are subject to collective negotiations, including retirement benefits, health and dental benefits, vacation, sick leave, personal leave, paid holidays and Workers Compensation benefits specified in the Onondaga County Employees Handbook (incorporated herein), and currently enjoyed by all other County employees, will be continued during the life of this agreement unless modified by mutual agreement between the parties.

- A. All employees shall earn sick leave, vacation leave and personal leave credits in accordance with the following schedule.

EMPLOYEE SCHEDULE	VACATION LEAVE	SICK LEAVE	PERSONAL LEAVE
------------------------------	-----------------------	-----------------------	---------------------------

(Per 2 week Period)	11 days	16 days	21 days	10 days	*9 days	3 days
	1st anniversary - 4th anniversary	5th anniversary - 14th anniversary	15th anniversary -- thereafter			
FULL TIME (80 hours)	3.39 88.00	4.93 128.00	6.47 168.00	3.08 80.00	2.77 72.00	.93 24.00
	hours hours per pay per period year	hours hours per pay per period year	hours hours per pay per period year	hours hours per pay per period year	hours hours per pay per period year	hours hours per pay per period year

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

B. Sick Leave

Sick leave credits are earned at the rate of one-half (1/2) day per payroll period of service up to a maximum of ten (10) days per calendar year for those employees hired prior to February 3, 1992 and to a maximum of nine (9) days per calendar year for those employees hired on or after February 3, 1992.

Sick leave shall not be used until an employee has completed six (6) payroll periods of continuous service.

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

Sick leave credits, not to exceed a total of ten (10) days in any calendar year, may be used for verified serious illness in the employee's immediate family requiring care and attendance by the employee. Immediate family shall include spouse,

parent, child, brother, sister, or any other relatives who are actual members of the employee's household.

A physician's statement verifying the employee's incapacity or inability to perform the job duties shall be required upon the request of the department head in case of unverified absence in excess of seven (7) days (or the equivalent in hours) in a calendar year except for employees who have one hundred and sixty-five (165) days of sick leave.

C. Holidays

The following days are observed as legal holidays by Onondaga County as days off with pay for employees on the permanent (101) payroll.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

D. Leave Transfer Program

Employees shall be permitted to participate in the Leave Transfer Program subject to the rules, regulations and standards promulgated by the Employer.

E. Vacation Leave Schedule

A vacation leave schedule shall be established annually by the Employer based upon employee seniority (defined as the length of continuous service with the Employer) provided that all factors are equal.

F. Extended Sick Leave

As of June 1, 1998 employees shall be limited to the then present amount of Extended Sick Leave for which they are eligible and shall not be eligible for any new or additional amounts. Employees hired on or after June 1, 1998 shall not be eligible for any extended sick leave.

G. Bereavement Leave

Regular full-time employees shall be granted leaves of absence with pay because of death in an employee's immediate family for up to four (4) working days. Immediate family is limited to spouse, parent, child, brother, sister, a person

occupying the position of parent or child, or close relative who is an actual member of the employee's household.

Regular full-time employees shall be granted leaves of absence with pay of two (2) working days in the event of death of the employee's grandparents, grandchildren or mother-in-law or father-in-law.

Leave with pay of one (1) working day may be granted to employees in the event of death of other near relatives such as the employee's aunts, uncles, and first cousins.

2. A. Hours of Work

The basic work week for employees is a 40 hours work week from 8:00 a.m. to 4:30 p.m. each business day Monday through Friday. Where a deviation from the stated work hours or days is required schedules are determined at the discretion of the department head. The Employer shall give three (3) calendar days notice prior to planned changes in work schedules.

Daily time records showing actual hours worked by each employee shall be maintained. In the absence of mechanized time recording equipment, each department will use designated daily sign-in sheets.

B. Lunch Period

Employees shall be granted a one half (1/2) hour unpaid lunch period each full working day. The lunch period is to be taken according to a schedule determined by the department head.

Lunch hours should not be taken before 11:00 a.m. nor after 2:00 p.m.

C. Emergency Condition

1. In the event that the County Executive suspends certain county operations, or portions thereof, because of weather or other emergency conditions, the following shall apply:

a. All county employees shall not report to work or shall be dismissed from work, depending on the timing of the emergency condition and as instructed by direct communication, media announcements, the Everbridge notification system, or other methods, or as particularly designated by their department to report to or remain at work during such emergency condition. Such designation shall be made by:

i. A standing departmental Emergency Condition Staffing list promulgated and regularly updated by each county

department. Such list shall be distributed to all department employees upon promulgation and with each update, and shall be posted in the usual and customary locations within each department for such notices; or,

- ii. By direct communication to departmental employee(s) not already on an Emergency Condition Staffing list via email, phone call, etc., when in the determination of department the circumstances of the emergency condition require that they report to or remain at work. Any such direct communication not made in writing at the time of the emergency condition (email, memo, etc.) shall be reduced to writing at the earliest convenience thereafter.

- b. Employees on a departmental Emergency Condition Staffing list, and those required to report to or remain at work via direct communication at the time of the emergency condition, and that do actually report or remain and work, shall receive additional compensation in the form of straight compensatory time from the beginning of the suspension of certain services or the beginning of their scheduled workday, whichever is later, until the end of the suspension of certain services or the end of their scheduled workday, whichever is earlier. Departments may elect, at their discretion, to provide such additional compensation as straight time pay instead of straight compensatory time.

3. Health and Dental Benefits

A. Health Benefits

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

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

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

B. Dental Benefits

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

Employees may enroll for individual coverage and shall contribute 35% of the premium or premium equivalent rate established by the Program for individual coverage.

Employees may enroll for family coverage (including eligible dependants as defined by the Program) and shall contribute 35% of the premium or premium equivalent rate established by the Program for family coverage.

C. Health Maintenance Organization

Employees shall be offered the option to participate in a qualified health maintenance organization (HMO). The County shall not be liable for costs of the HMO in excess of the premium equivalent rate of the Onondaga County Health Benefits Program and any and all excess premium shall be contributed by the individual participating employee.

D. Limitation

The County reserves the right to self-insure, alter benefit plans or change insurance carriers provided that any new plan or change shall be substantially the same as or improve the coverage and/or benefits as provided by the above stated plans.

No employee shall be eligible for health or dental benefits provided herein both as an employee or as a dependent or if enrolled as a dependent under any other health or dental program provided by or offered through the Employer.

4. Long Term Disability Benefits

- A. The Employer agrees to provide coverage under a group long term disability program to regular full-time employees who submit the requisite enrollment card.
- B. The Employer reserves the right to self-insure, alter benefit plans or change benefit carriers provided that any new plan or change shall be the same as or improve the coverage or benefits.

5. Wages

- A. Effective upon adoption of this Agreement by the Onondaga County Legislature, and retroactive to January 1, 2019 for those employee on the payroll on May 21, 2021, the following Salary Schedule shall apply to all employees covered by this agreement.

Effective first full payroll period after January 1, 2019		Effective first full payroll period after January 1, 2020		Effective first full payroll period after January 1, 2021		Effective first full payroll period after January 1, 2022	
Carpenter	32.893266	Carpenter	32.893266	Carpenter	33.551131	Carpenter	34.222154
Carpenter C.L.	34.211412	Carpenter C.L.	34.211412	Carpenter C.L.	34.895640	Carpenter C.L.	35.593553
Electrician	35.655834	Electrician	35.655834	Electrician	37.368951	Electrician	38.116330
Painter	30.214644	Painter	30.214644	Painter	30.818937	Painter	31.435316
Painter C.L.	31.519020	Painter C.L.	31.519020	Painter C.L.	32.149400	Painter C.L.	32.792388
Plumber	36.903600	Plumber	36.903600	Plumber	37.641672	Plumber	38.394505
Steamfitter	36.903600	Steamfitter	36.903600	Steamfitter	37.641672	Steamfitter	38.394505
Tile Setter	31.294518	Tile Setter	31.294518	Tile Setter	31.920408	Tile Setter	32.558816

- B. The County agrees to pay longevity premiums to those eligible employees hired on or before February 15, 1973 who have completed 10, 15, 20 or 25 years of service with the County a premium of \$125.00 at the conclusion of each such fifth year of service.

C. Call-In Pay

Any employee covered by this agreement who, having completed his/her regular work shift, is called back to work for emergency duty pursuant to orders issued by the Department Head or authorized designee shall be paid at least a minimum of four (4) hours of pay at the employee's regular rate of compensation. Employees may opt for four (4) hours straight compensatory time in lieu of cash payment. The Employer maintains the right to assign or retain any employee for the duration of the assignment. In instances where emergency duty under this section occurs contiguously to the employee's regular work shift, the provisions of this section shall not apply. The provisions of this section shall not be compounded or pyramided with any other forms of premium compensation set forth in this agreement. Approved compensatory time may be limited to a maximum accrual of 60 hours and be expended upon prior request by the employee and approval of the department head. At the discretion of the department head, when the maximum accrual has been reached, all time worked in excess of the normal work day or normal work period may be compensated as straight time cash.

D. Overtime Compensation

The following paid accruals shall be considered as time worked for the purpose of computing overtime when such time has been approved and scheduled with twenty-four (24) or more hours notice to the Employer: holidays, vacation, personal days compensatory time and sick leave days. The above accruals shall be counted separately and not be compounded as hours worked. The holiday accrual whether worked or not shall be counted only once. Unpaid absences shall not be considered as time worked.

E. Shift Differential

- i. A shift differential premium shall be paid to all employees covered by this Agreement when working a regularly scheduled full work shift. The work shift hours eligible for shift differential premium shall be from 4 p.m. through 8 a.m.
- ii. The shift differential premium shall be as follows:

Effective with the commencement of the first full pay period after adoption of this Agreement by the Onondaga County Legislature, the shift differential premium shall be \$1.00 per hour.
- iii. The Employer shall establish the hours of all work shifts. All work shifts established by the Employer shall be eight (8) hours in length. Assignments to work shifts shall be on a seniority rotation basis among the members of the respective trade(s) selected by the Employer to perform the work, except in the case of an emergency. Intervals for such rotation

shall be made upon mutual Agreement of the Employer and the respective trade(s). The Employer shall provide a minimum of five (5) business days advance notice to employees who are assigned by the Employer to work a work shift, except in the case of an emergency. Assignments to work shifts shall be for a minimum of five (5) days, except in the case of an emergency.

6. On-Call Duty

All employees covered by this agreement shall be required to perform on-call duty when designated by the Employer during non-working hours. Such on-call duty is intended to assure that employees are available to report for work and to provide service in the event of emergency work or repairs which the Employer requires to be performed during non-working hours. The following procedures shall apply:

- A. The Employer shall designate the trades required to participate in on-call duty. These may be modified by the Employer as it may deem necessary.
- B. The on-call tour length shall be seven (7) days, commencing on Friday at 4:30 p.m. through the following Friday at 8:30 a.m. Employees are permitted to switch on-call schedules, in whole or in part, but the total comp hours requested by a trade group for the seven (7) day period cannot exceed the six (6) hours specified in the agreement.
- C. The on-call tour compensation shall be straight compensatory time in the amount of ten (10) hours for each tour assigned. Approved compensatory time may be limited to a maximum accrual of 60 hours and be expended upon prior request by the employee and approval of the department head. At the discretion of the department head, when the maximum accrual has been reached, all time worked in excess of the normal workday or normal work period may be compensated as straight time cash.
- D. Assignment of tours shall be made by the Employer on a rotation basis among the employees designated to participate within each trade. Employees designated to participate shall be provided with an electronic message pager for use during the tour assigned. Employees cannot earn comp time for carrying the pager when they are out on leave, *i.e.* sick, vacation, personal and compensatory, bereavement, leave without pay, etc. for the scheduled workday. When an employee, who is scheduled as on-call for the pager, calls in to report an absence due to illness, or emergency leave, *i.e.* bereavement, he must indicate that he was

on-call. Employees who need to switch all or a portion of the on-call pager time for non-emergency reasons, i.e. other than illness or bereavement, are responsible for finding a qualified replacement. The name of the replacement must be submitted, in writing, to the appropriate supervisor, department head or his designee, with the request to use leave time form.

- E. Employees shall be required to report for duty in response to the "page." Compensation for time worked shall be as provided in call-in pay section of this agreement. Inability or unavailability to respond to on-call pager duty, for any reason, must be reported to the supervisor, department head or his designee immediately. Employees while carrying the pager, or any electronic device provided by the Employer, must be able to respond to the call and report to the job site within sixty (60) minutes of the initial call.

7. Protective Footwear

Where safety shoes and/or boots are required, the Employer may elect not to furnish such protective footwear but rather to reimburse employees to purchase their own protective footwear up to a maximum amount of \$150.00 annually. Employees must adhere to department and or county reimbursement policies to receive such a payment. Additionally, all protective footwear purchased by employees must meet any and all standards set by the County.

8. Discipline and Discharge Procedure

The following procedure shall be utilized for disciplinary and discharge matters for employees covered by this agreement who have been continuously employed for three (3) years.

It is the intent of this section to provide for a swift and judicious procedure for handling discipline and discharge matters. Disciplinary action shall include, but is not limited to oral and written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be deemed appropriate by the employer.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the employer's. Employees shall be given the opportunity to resolve the proposed discipline by settlement, to be represented by a Central and Northern New York Building Trades Council Business Agent and to waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing with the exception of oral reprimands, and shall be final and binding upon all parties subject to the approval of the Division of Employee Relations with a copy of the same to the President of the Central and Northern New York Building Trades Council.

Disciplinary action against an employee except oral reprimands may be appealed by filing a written grievance through the Council within five (5) work days after the receipt of notification by the employee if he/she disagrees with the disciplinary action taken.

Said grievance shall be processed by the Council as a Step 3 grievance and, if necessary, through the arbitration step. Failure to file a grievance within the time frame hereinabove specified, will constitute acceptance of the penalty as proposed by the employer, by the employee and settle the matter in its entirety.

Subject to a mutual written agreement between the Central and Northern New York Building Trades Council and the Division of Employee Relations, the time limits hereinabove specified may be waived.

The Disciplinary Arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement, or any amendments or supplement thereto or to add new provisions to this agreement or any amendment or supplement thereto. Rather, the Disciplinary Arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty.

If, in any case where an employee has been suspended or discharged pending the outcome of an arbitration proceeding, an Arbitrator finds such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the Arbitrator, less the amount of compensation which he/she may have received in other employment or in the form of any type of State or Federal benefits since his/her suspension or discharge from the public service.

The decision of the Arbitrator shall be final and binding upon all parties.

9. Layoff Procedure

- A. For purposes of this Article, layoff shall be defined as the abolition or reduction of positions resulting in the final and permanent separation of employees from service with the Employer.
- B. For purposes of this Article, seniority shall be defined as the date that an employee was first appointed to a regular line item position, on the regular payroll (101) and followed by a continuous full-time service thereafter with the County in a title recognized by this agreement.

Continuous service shall be broken by any one of the following actions:

- i. resignation or quitting not followed by reinstatement;
- ii. termination or suspension not followed by reinstatement;
- iii. discharge or retirement;
- iv. failure to return to work within 10 working days following a leave of absence with or without pay;

- v. failure to return to work following notice of recall from layoff within 10 working days;
 - vi. failure to be recalled from a layoff list within two (2) years from the date of layoff.
- C. Upon a layoff within this bargaining unit, the employee holding the same class title in a temporary or probationary status shall be first laid off, in that order before any permanent employees within the class title are removed.

Thereafter, permanent employees holding the same class title shall be laid off in the inverse order of their standing on the seniority list, that is - last in, first out.

- D. The laid off employee shall be on a recall list for a period not to exceed two (2) years from the date of layoff.

If, during the existence of a valid recall list, a vacancy which is to be filled occurs in a bargaining unit title then the laid off or displaced employee in the same title with the most seniority will be recalled if he/she has the ability to do the work without further training and if not, the next senior employee who has the ability to do the work without further training will be recalled and so on until the recall list is exhausted.

Notification of recall shall be sent to the employee by certified or registered mail to the employee's last address on file with the Department of Personnel. Failure of the employee to notify the County in writing delivered to the Department of Personnel, following notice of recall from layoff within twelve (12) working days from the date of notice shall be considered a refusal and the employee shall be processed as a quit and forfeit any and all recall rights.

Recall rights for employees on layoff will expire two (2) years from the date the employee was last laid off.

Temporary or probationary employees who have been laid off have no recall privileges.

10. Grievance and Arbitration Procedure

I. General

- A. It is the intent of this procedure to promote and provide for a mutually satisfactory procedure for the peaceful settlement of grievances arising out of the interpretation or application of the terms of this agreement.

- B. Every employee shall have the right to present his/her grievance to the County free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a Central and Northern New York Basic Building Trades Council Business Agent, provided however, that an employee may not be represented by any person(s) representing any other labor organizations.
- C. Probationary Employees - It is agreed by and between the parties that an employee covered by this agreement working in a probationary status may be discharged at the sole discretion of the County and shall not have the right to relief pursuant to the grievance procedure as contained herein.
- D. The time limits set forth in this procedure are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant to proceed with the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure, upon written notice to the employer representative at the next step of the grievance procedure.

II. As used herein, the following terms shall be defined as follows:

- A. County shall mean the County of Onondaga.
- B. Employee shall mean any person employed by the County of Onondaga and described in the bargaining unit.
- C. Immediate Supervisor shall be that person of the next higher level of authority, regardless of title, who normally assigns, supervises, evaluates and approves the employee's work. The County may designate the Immediate Supervisor in a particular department if so desires.
- D. Department Head means the person so designated pursuant to Charter, Local Law, Administrative Rule and/or Code or by resolution of the County Legislature as the head of a department.
- E. Authorized designee means the person so designated by the department head within his/her department, institution, division, bureau and/or other administrative units for the purpose of handling grievances.

- F. Work day means all days other than Saturday, Sunday, or Legal Holidays as celebrated by the County. Saturdays, Sundays and Legal Holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.
- G. Grievance means a claimed violation, misinterpretation or an inequitable application of a specific and express term of this agreement.
- H. Central and Northern New York Building Trades Council Business Agent means a person designated by the Central and Northern New York Building Trades Council President.

Step 1:

- A. Any grievance under this agreement between an employee or a group of employees and the County shall be initiated in the first instance by the employee involved and his Business Agent, if any, with the local or immediate supervisor.

A grievance submitted in writing shall be answered in writing within five (5) work days from the time the grievance was received by the supervisor.

- B. A grievance shall not be initiated later than ten (10) work days after the grievant becomes aware of the event constituting the alleged grievance. Such limitations can be raised at any step throughout the grievance procedure.

Step 2:

- A. In the event that the grievance is not adjusted under Step 1, the aggrieved employee may request in writing within five (5) working days from the date of the answer in Step 1 for a review of the alleged grievance with the department head or his authorized designee.
- B. The department head or his authorized designee shall, within five (5) working days following said request, schedule a review of the matter at which time the aggrieved may appear and present oral and written statements and thereafter the department head shall answer in writing within ten (10) working days from the date of the hearings.

Step 3:

In the event that the grievance is not adjusted under Step 2, the aggrieved employee shall notify the County through the Division of Employee Relations within ten (10) working days from the date of the Step 2 answer. Thereafter, the Director of Employee Relations shall schedule a meeting with the aggrieved employee, his representative and the Business Agent, if any, within ten (10) working days after the notification from Step 2. Within ten (10) working days after the conclusion of the Step 3 meeting, the Director of Employee Relations shall render his decision in writing to resolve this matter.

Step 4:

- A. In the event that the grievance is not adjusted at the conclusion of Step 3, the grievant through the Central and Northern New York Building Trades Council may request in writing the appointment of an Arbitrator from the American Arbitration Association, Public Employment Relations Board and/or Federal Mediation Conciliatory Services within ten (10) working days after receipt of the decision rendered at the conclusion of Step 3.
- B. It is understood by the parties that the cost of such arbitration shall be borne equally by the parties.
- C. The Arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of the agreement or any amendment or supplement thereto, or to add new provisions of this agreement or any amendment or supplement thereto.
- D. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision.
- E. The findings, conclusions and recommendations of the Arbitrator for resolution of the grievance shall be binding on all parties to the proceeding. Awards may not be retroactive beyond 30 calendar days prior to the initiation of the alleged grievance with the County.
- F. The Arbitrator's decision shall be rendered within fifteen (15) days from the hearing or within the fifteen (15) days from the conclusion of the hearing, whichever is later.

11. Attendance Premium

- A. As an incentive for employees of this unit to further improve attendance, to further reduce absentee rates and to continue to foster high standards of productivity and accountability among said employees, the County agrees to grant to all regularly scheduled full-time employees covered by this agreement an Attendance Premium according to the following schedule:

0 hours sick leave used in one year	- \$210
more than 0 through 8 hours sick leave used in one year	- \$171
more than 8 through 16 hours sick leave used in one year	- \$136

- B. Computation of eligibility and payment of said bonus shall occur as soon as practical in the fiscal year subsequent to the fiscal year in which said bonus is earned.
- C. Employees must be hired and on the payroll in the fiscal year prior to the fiscal year for which the Premium is to be earned.
- D. Any employee who fails to maintain active payroll status during the course of any fiscal year in which he/she is eligible for the Attendance Premium shall be deemed ineligible for said Premium for that year. Sick leave used in lieu of Workers' Compensation benefits shall not be considered in determining eligibility for the Attendance Premium.

12. Tardiness/Attendance Rule

Tardiness will not be tolerated and will result in loss of pay as determined by the following schedule:

<u>Tardy:</u>	<u>Loss of:</u>
0 minutes through 7* minutes accumulated/payroll period	= 0
8 minutes through 22* minutes accumulated/payroll period	= 15 minutes
23 minutes through 37* minutes accumulated/payroll period	= 30 minutes
38 minutes through 52* minutes accumulated/payroll period	= 45 minutes
53 minutes through 60* minutes accumulated/payroll period	= 60 minutes

The foregoing schedule shall also apply for purposes of pay deduction in instances of stopping work or leaving work area prior to the end of a work shift without authorization.

In addition to the loss of pay, employee tardiness and attendance will be subject to review for disciplinary action up to and including discharge. *Cumulative per/day/ payroll period.

13. Temporary Employees

In the event that the Employer hires employees on a temporary, part-time or seasonal basis and for a duration of 6 months or less, the Employer and respective local union shall execute a Participation Agreement (attached hereto as Appendix B). Such employees shall not be eligible for any fringe benefits set forth in this Agreement. The wage rates paid shall be the wage rates established by the local union and the Construction Employers Association of CNY, Inc. (*i.e.*, the "outside" rate). These rates and any changes therein shall be provided to the Employer by the local union.

14. This memorandum and its component provisions are subordinate to any present or future Federal or New York laws and regulations. If any Federal or New York law or regulation, or the final decisions of any Federal or New York Court or administrative agency, affects any provisions of the agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

15. Job Vacancies

In the event that the Employer decides to fill a vacant position in a title covered by this agreement, the Employer will notify the respective trade union of its intention to fill such vacancy. The Employer will provide such notice in advance of any action to consider candidates from other sources.

Upon such notification, the trade union so notified shall submit the names of up to three qualified skilled trades candidates to the Employer for consideration. Candidates so referred shall promptly make themselves available to be interviewed.

This section shall not limit the right of the Employer to consider candidates not referred by the trade union or to pursue other referral sources as a means of locating candidates for employment where the skilled trade union fails to submit names within a reasonable time following such notice or where the candidates referred by the skilled trade union are rejected by the Employer following their interviews. Furthermore, the Employer retains the right and authority to make the final determination in the selection and appointment of any candidate for employment in skilled trades positions whether referred or not referred under this section.

16. The terms of this Agreement shall be effective upon adoption by the Onondaga County Legislature and shall continue in full force and effect until December 31, 2022.

FOR THE CENTRAL AND NORTHERN
NEW YORK BASIC BUILDING
TRADES COUNCIL

FOR THE COUNTY OF ONONDAGA

DATED THIS ____ DAY OF
_____, 2021

SYRACUSE, NEW YORK

APPROVED AS TO FORM:



COUNTY ATTORNEY

APPENDIX B
PARTICIPATION AGREEMENT

between the
County of Onondaga
and
(Union Name)

The County of Onondaga hereby agrees to contribute to the (Union Name) Benefit Funds the following amounts for the period (date) through (date):

Health & Welfare\$ amount per hour

Pension \$ amount per hour

Annuity \$ amount per hour

These hourly rates shall be paid on a monthly basis on behalf of all members of (Union Name) who are hired on a temporary, part time or seasonal basis by the County of Onondaga during the aforementioned period.

It is agreed that the wage rate shall be \$ _____ per hour for the aforementioned period.

For the Union

For the Employer

_____/ /
Union Representative
Union Name

_____/ /
Department Head

_____/ /
Director of Employee Relations

APPENDIX C

MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRAL AND NORTHERN NEW YORK BASIC

BUILDING TRADES COUNCIL

AND

ONONDAGA COUNTY

The Employer and Union recognize that the present deterioration of economic conditions including but not limited to federal and state funding streams, local tax and other revenue sources and unemployment levels pose serious challenges for Onondaga County government going forward in 2009. The Employer and Union acknowledge the potential necessity to participate in addressing these challenges along with other employee organizations and management through adjustments in costs and expenses of labor and employment in 2009 and over the term of this agreement as part of a comprehensive initiative to maintain the Employer's structural fiscal integrity.

Signed by Employer and Union

COUNTY OF ONONDAGA

**CENTRAL AND NORTHERN NEW YORK
BASIC BUILDING TRADES COUNCIL**

By _____

By _____

Title _____

Title _____

Date _____

Date _____

May 4, 2021

Motion Made By Mr. Burtis

RESOLUTION NO. 49

ACCEPTING AND APPROVING CONTRACT BETWEEN THE COUNTY OF ONONDAGA AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 832S ("IUOE")

WHEREAS, collective negotiations have been conducted between the County of Onondaga and the International Union of Operating Engineers Local 832S, (hereinafter "IUOE"); and

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

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

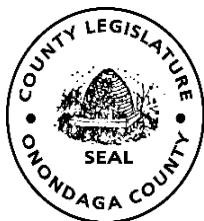
AGREEMENT
BETWEEN
THE COUNTY OF ONONDAGA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 832S, (hereinafter "IUOE")

JANUARY 1, 2019 - DECEMBER 31, 2022

and, be it further

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

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				5
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

**FINAL TENTATIVE AGREEMENT
BETWEEN
THE COUNTY OF ONONDAGA ("COUNTY")**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 832S, AFL-
CIO ("UNION")**

March 23, 2021

This final tentative agreement will set the terms for a new collective bargaining agreement, subject to ratification by the Union Membership and adoption by the County Legislature. Any and all terms of the most recently expired collective bargaining agreement not specifically addressed in the final tentative agreement shall remain unchanged. All proposals made by either party that are not addressed in this final tentative agreement are withdrawn.

The Union and its bargaining committee will recommend ratification of this final tentative agreement to the membership.

Article 15 – Employee Leave Benefits

Effective upon adoption by the Onondaga County Legislature, the Personal Leave section of the article shall read as follows:

Personal Leave

After one (1) full year of continuous service, and on each succeeding anniversary date, a regular full-time employee shall earn three (3) days of personal leave as set forth in the Accrual Table contained in this Article. Said leave must be ***submitted and*** approved at least twenty-four (24) hours in advance by the Department Head or his/her authorized designee. ***In the case of bona fide emergency, Personal Leave requests may be granted only with the approval of the department head, or their designee, and submitted in writing upon return to work. Such requests shall not be unreasonably denied.***

Written application for said leave shall be made to the Department Head or his/her authorized designee stating the time and date of such requested leave.

Personal leave shall be taken in units of one (1) hour or greater.

Personal leave credits shall not accumulate. Any credits remaining unused at the end of the calendar year, shall be converted into sick leave subject to the approval of the department head.

Personal leave shall not be earned during any payroll period where an employee is absent without pay more than 50% of the working days.

Article 15 – Employee Leave Benefits

Effective upon adoption by the Onondaga County Legislature, the Vacation Leave section of the article shall read as follows:

Vacation Leave

Vacation leave shall be earned by full-time employees in accordance with the Accrual Table contained in this Article.

Vacation leave shall be fully earned upon and may not be drawn until the employee's anniversary date. If desired, the employee may use five (5) days of the first year's entitlement upon completion of six (6) months of service. Requests for use of vacation leave including single day requests and annual vacation leave schedules must be made in accordance with regulation policy and procedure established by the Department Head. *The following procedure will apply:*

- 1. Vacation requests shall be submitted for approval by the County by February 28 of each calendar year for the vacation period starting March 15 of the current year through March 14 of the following year. All approvals or denials shall be completed by March 8 of the current year. All vacation requests submitted after February 28 of the current year will be based on a first come, first serve basis.*
- 2. Once approved, scheduled vacation(s) may not be cancelled or changed by the County unless: 1) the employee agrees to the cancellation or change; or 2) there is a bona fide, unforeseen emergency (ex. natural disaster, blackout, etc.) that necessitates a cancellation or change to a scheduled vacation(s) (not to be used by the employer for overtime avoidance).*

Vacation leave may be accumulated by an employee up to a maximum of thirty (30) days, subject to the approval of the Department Head. Any unused vacation leave exceeding said maximum accumulation, prior to his/her anniversary date shall convert to sick leave subject to the approval of the Department Head.

If an observed legal holiday falls within an employee's vacation period, such day will not be charged against accumulated vacation leave credits.

Vacation leave credits shall not be earned or accumulated during any payroll period where an employee is absent without pay more than 50% of the working days.

Article 15 – Employee Leave Benefits

Effective upon adoption by the Onondaga County Legislature, the Sick Leave section of the article shall read as follows:

Sick Leave

All regular full-time employees shall earn sick leave credits in accordance with the Accrual Table contained in this Article.

Sick leave credits shall not be used until an employee has completed six (6) payroll periods of continuous service.

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

Unused sick leave credits shall accumulate up to a maximum of one hundred sixty-five (165) days. Upon attaining the maximum accumulation, sick leave is no longer earned.

When an employee is absent on sick leave, the employee shall report the same to the Department Head or his/her authorized designee no later than one (1) hour prior to the normal starting time. In cases of failing to report, said absence shall be considered as time off without pay unless excused by the Department Head.

Sick leave credits may be used by the employee in units of days, half days, or hours.

Sick leave credits, not to exceed a total of five (5) days in any calendar year, may be used for verified, serious illness in the employee's immediate family requiring care and attendance by the employee. Immediate family shall include spouse, parent, child, brother, sister, or any other relatives who are actual members of the employee's household.

A physician's statement verifying the employee's incapacity to perform the job duties shall be required upon the request of the Department Head for absence under the following circumstances:

- a. absence of three (3) consecutive work days or more;
- b. absence occurring on the employee's last scheduled work day before or the employee's first scheduled work day after holidays, vacations or usage of personal leave or compensatory time;
- c. absence on more than one holiday on which the employee is scheduled to work;
and

- d. absence on days which have been previously requested and disapproved.
- e. *unverified absence in excess of seven (7) days (or equivalent in hours) in a calendar year, except for employees who have one hundred and sixty-five (165) days of sick leave and for employees scheduled on a twelve (12) hour shift schedule in which case shall be in excess of six (6) days or 72 hours.*

Further verification of illness may be requested at the Department Head's discretion if the attending physician's statement is considered incomplete. If the employee fails to submit sufficient proof of illness when required to do so, or in the Department's Head judgment the submitted proof does not justify the employee's absence, such absence shall be considered time off without pay.

Upon return from sick leave of thirty (30) days or more, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his or her assignment.

Whenever possible, such as for scheduled hospital or office visits, requests for sick leave are to be made in written form and approved by the Department Head or authorized designee in advance of the date leave is to be taken. When sick leave credits have been exhausted, use of annual leave or personal leave may be approved at the discretion of the department head or authorized designee. Otherwise, such absences shall be without pay.

Article 7 - Salaries

Effective the first full pay period after January 1, 2021, the following salary increases shall apply:

2019 – 2% (retroactive)

2020 – 1% non-compounded on base earnings

2021 – 2% (retroactive)

2022 – 2%

Article 10 – Overtime Compensation Premium

Effective upon adoption by the Onondaga County Legislature, new section "G" shall be added to the article:

G. Scheduled Overtime: Shift Rotation

When overtime is required to cover a scheduled vacancy of an 8-hour shift which is part of a 3-shift rotation, the overtime shall be equally divided between the preceding shift and the following shift such that the employee working the preceding shift will extend his shift an additional 4 hours, and the employee scheduled to work the following shift will report to work 4 hours early. *However, such scheduled employees may agree amongst themselves on an alternate rotation, subject to the approval of the Department Head or his designee. This paragraph shall not apply to members working at the Onondaga County Sheriff's Office Correction Division.*

Article 10 – Overtime Compensation Premium

Effective upon adoption by the Onondaga County Legislature, new section "H" shall be added to the article:

G. Unscheduled Overtime

When overtime is required to cover an unscheduled vacancy, the employee working the preceding shift shall remain to cover the vacant shift unless and until relieved by the employee scheduled to work the following shift who may report to work early. This does not apply to the 7:00am – 3:00pm RMO weekday (Monday – Friday) shift as the filling of any such vacancies is at the sole discretion of the employer.

Article 11- Holidays and Holiday Premium

Add Juneteenth as a paid holiday (June 19th)

Article 12 - Shift Differential Premium

Effective upon ratification by the Union, the article shall read as follows:

- A. Employees covered by this agreement who work a regularly scheduled full shift on either the second or third shift of the work day shall receive a shift differential premium. The shift differential premium shall be **\$1.25 per hour**.
- B. Weekend Shift Differential
 - 1. Employees working hours from 7:00 a.m. to 3:00 p.m. on Saturday and Sunday shall receive a differential premium of 30 cents per hour.

2. Effective with the commencement of the first full payroll period of 2017, employees working hours from 7:00 a.m. to 3:00 p.m. on Saturday and Sunday shall receive a differential premium of 35 cents per hour.
3. Effective with the commencement of the first full payroll period of 2018, employees working hours from 7:00 a.m. to 3:00 p.m. on Saturday and Sunday shall receive a differential premium of 45 cents per hour.

C. Applicability

Such shift differential shall be applicable to all regularly scheduled full-time shift employees covered by this agreement.

D. Limitations

Shift differential shall not be used in compounding overtime compensation premiums for regularly scheduled full-time employees.

Article 13 - Meal Allowance

Effective upon ratification by the Union, the article shall read as follows:

- A. Employees covered by this Agreement shall be entitled to be paid a meal allowance limited to the following circumstances:
 1. Where an employee has been called in to work on an overtime basis four (4) hours or more before start of a scheduled shift;
 2. Where an employee who is already on duty is required to work on an overtime basis four (4) hours or more beyond their scheduled shift and such overtime hours were not pre-scheduled or scheduled in advance.
- B. The amount of the meal allowance shall be **\$8.25** per event.
- C. It expressly agreed that no meal allowance shall be paid when any overtime assignment is prescheduled or scheduled in advance.

Article (TBD) – Special Allowances

Effective upon adoption by the Onondaga County Legislature, the following shall be added:

A. The County shall provide clothing and gear for inclement weather to be kept at the various work locations for use by IUOE members during work hours. The amounts, types, brands, etc. provided of such inclement weather clothing and gear shall be at the discretion of the County.

B. Safety shoes/boots that are required by the department to be worn by employees of the bargaining unit, and that meet required standards (ex. OSHA, PESH, etc.) shall be purchased (voucher) or reimbursed (receipt) in accordance with current departmental policies and procedures. The amount of the voucher or reimbursement shall not exceed \$150 per calendar year.

For the Union:

John Jarasuk 3/23/21

For the County:

Dawn Long 3/23/21
[Signature] 3/23/21

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 50

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

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

APPOINTMENT:

Timothy Mulvey
5139 Hoag Lane
Fayetteville, New York 13066

TERM EXPIRES:

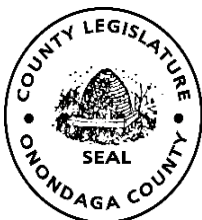
December 31, 2021

and

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

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

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				6
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 51

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

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

REAPPOINTMENT:

Christina Ondrako
8339 Vassar Drive
Manlius, New York 13104

TERM EXPIRES:

December 31, 2024

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 named individual to serve as a member of the Onondaga County Public Library Board of Trustees for the term specified above.

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				7
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 52

AMENDING THE 2021 COUNTY BUDGET TO PROVIDE ADDITIONAL FUNDS FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL TO BE SOLD TO THE HOWLETT HILL FIRE DISTRICT AND AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO CONTRACTS

WHEREAS, the Onondaga County Department of Transportation (OCDOT) operates fuel pumps located at its four Maintenance Facilities; and

WHEREAS, the Howlett Hill Fire District desires to purchase gasoline and diesel fuel at OCDOT facilities; and

WHEREAS, the Howlett Hill Fire District has agreed to purchase fuel at a price equal to the current cost to the County plus overhead; and

WHEREAS, the Howlett Hill Fire District may purchase fuel from Onondaga County because it is exempt from sales tax on the purchase of fuel; and

WHEREAS, this arrangement will benefit the Howlett Hill Fire District at no additional direct cost to OCDOT; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to enter into contracts to implement this resolution; and, be it further

RESOLVED, that the 2021 County Budget be amended by providing and making available the following:

APPROPRIATIONS:

In Administrative Unit 9320000000

Road Machinery Fund

Speed Type #533216

In Acct. 693000 Supplies & Materials

\$4,319

REVENUES:

In Administrative Unit 9320000000

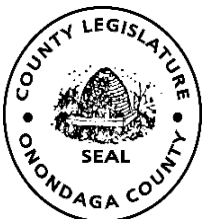
Road Machinery Fund

Speed Type #533216

In Acct. 590056 Sale of Motor Fuel

\$4,319

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

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

MAY 4, 2021 SESSION				8
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 53

AMENDING THE 2021 COUNTY BUDGET TO FUND IN THE FIRST INSTANCE 100 PERCENT OF THE FEDERAL AID ELIGIBLE COSTS AT A MAXIMUM AMOUNT OF \$360,000 FOR THE DESIGN (SCOPING I-VI) AND RIGHT-OF-WAY INCIDENTALS PHASE OF THE BUCKLEY ROAD (CR 48) PAVING PROJECT, PIN 3756.70, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, a project for the Buckley Road Paving Project, PIN 3756.70, funded for in Title 23 US Code, as amended, calls for the apportionment of the costs of such project to be allocated at the ratio of 80 percent federal funds (\$360,000) and 20 percent non-federal funds (\$90,000) for a total project cost of \$450,000; and

WHEREAS, the State of New York requires Onondaga County to commit to contributing up to 100 percent of the non-federal share of the Design (Scoping I-VI) and Right-of-Way Incidentals phase of this project, and to pay in the first instance the total federal share, filing afterwards for reimbursement of eligible costs; and

WHEREAS, the Onondaga County desires to advance the project and to pay in the first instance the federal share of the costs (\$360,000) for the above project, filing afterwards for reimbursement of eligible costs, and to fund the non-federal share (\$90,000) with DOT capital funds; and

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

RESOLVED, that the County Executive is hereby authorized to execute agreements to implement the intent of this resolution, providing for County participation in the cost of the local share of the project; and, be it further

RESOLVED, that the County Comptroller is hereby authorized to pay in the first instance up to \$360,000; and, be it further

RESOLVED, that the 2021 County Budget Capital Project Fund 40021 be amended as follows:

REVENUES:

In Admin. Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535203

Buckley Road Paving – Design

In Account 590014

Federal Aid Highway Capital Projects

\$360,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

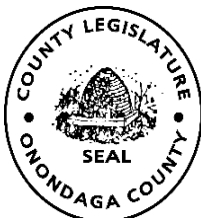
Speed Type #532309

Capital Project 535203

Buckley Road Paving – Design

\$360,000

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

A handwritten signature in blue ink, consisting of a stylized first letter followed by a long, horizontal, slightly wavy line.

MAY 4, 2021 SESSION				9
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Ms. Cody, Mr. Burtis

RESOLUTION NO. 54

AMENDING THE 2021 COUNTY BUDGET TO PAY IN THE FIRST INSTANCE 100 PERCENT OF THE FEDERAL AND STATE AID ELIGIBLE COSTS AT A MAXIMUM AMOUNT OF \$1,140,000 FOR THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASE OF THE TUTTLE ROAD BRIDGE PROJECT, PIN 3755.76, AND AUTHORIZING EXECUTION OF AGREEMENTS

WHEREAS, a project known as the Tuttle Road Bridge Project, PIN 3755.76, funded for in Title 23 US Code, as amended, calls for the apportionment of the costs of such project to be allocated at the ratio of 80 percent federal funds (\$960,000) and 20 percent non-federal funds (\$240,000) for a total Project cost of \$1,200,000; and

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

WHEREAS, State funds are available to cover 75 percent of the non-federal share of the project (\$180,000), which Onondaga County is required to pay in the first instance, and local dollars are available to cover the remaining non-federal share; and

WHEREAS, Onondaga County desires to advance the project and to pay in the first instance the federal and state share of the costs (\$1,140,000) for the above project, in addition to the local share, filing afterwards for reimbursement of eligible costs; now, therefore be it

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

RESOLVED, that the County Executive is hereby authorized to execute agreements and such other documents as may reasonably be needed to implement the intent of this resolution, and to provide for County participation in the cost of the local share of the project; and, be it further

RESOLVED, that the 2021 County Budget Capital Project Fund 40021 be amended as follows:

REVENUES:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

In Project 535187

Tuttle Road Bridge Project - Construction

In Account 590014

Federal Aid Highway Capital Projects

\$1,140,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535187

\$1,140,000

Tuttle Road Bridge Project – Construction

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

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

MAY 4, 2021 SESSION				10
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Ms. Cody, Mr. Burtis

RESOLUTION NO. 55

AMENDING THE 2021 COUNTY BUDGET TO PAY IN THE FIRST INSTANCE 100 PERCENT OF THE FEDERAL AND STATE AID ELIGIBLE COSTS AT A MAXIMUM AMOUNT OF \$2,660,000 FOR THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASE OF THE EAST TAFT ROAD PAVING PROJECT, PIN 3756.23, AND AUTHORIZING EXECUTION OF AGREEMENTS

WHEREAS, a project known as the East Taft Road Paving Project, PIN 3756.23, funded for in Title 23 US Code, as amended, calls for the apportionment of the costs of such project to be allocated at the ratio of 80 percent federal funds (\$2,240,000) and 20 percent non-federal funds (\$560,000) for a total Project cost of \$2,800,000; and

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

WHEREAS, State funds are available to cover 75 percent of the non-federal share of the project (\$420,000), which Onondaga County is required to pay in the first instance, and local dollars are available to cover the remaining non-federal share; and

WHEREAS, Onondaga County desires to advance the project and to pay in the first instance the federal and state share of the costs (\$2,660,000) for the above project, in addition to the local share, filing afterwards for reimbursement of eligible costs; now, therefore be it

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

RESOLVED, that the County Executive is hereby authorized to execute agreements and such other documents as may reasonably be needed to implement the intent of this resolution, and to provide for County participation in the cost of the local share of the project; and, be it further

RESOLVED, that the 2021 County Budget Capital Project Fund 40021 be amended as follows:

REVENUES:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

In Project 535190

East Taft Road Paving Project - Construction

In Account 590014

Federal Aid Highway Capital Projects

\$2,660,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535190

\$2,660,000

East Taft Road Paving Project – Construction

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

A handwritten signature in blue ink, consisting of a stylized first letter followed by a series of loops and a long horizontal stroke.

MAY 4, 2021 SESSION				11
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 56

AMENDING THE DESIGN (SCOPING I-VI) AND RIGHT-OF-WAY INCIDENTALS PHASE OF THE OLD LIVERPOOL ROAD PAVING PROJECT, PIN 3756.27 BY \$700,000, AND INCREASING THE AUTHORIZATION TO PAY IN THE FIRST INSTANCE 100% OF THE FEDERAL AID ELIGIBLE COSTS BY \$560,000, AMENDING RES NO. 112-2016, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, by Resolution No. 112-2016, the County Legislature approved the project for the Old Liverpool Road Paving Project; agreed to pay in the first instance the total federal share of the cost of the Design (Scoping I-VI) and Right-of-Way Incidentals phase; provided for County participation in the cost of the local share of the project; authorized the County Comptroller to pay in the first instance up to \$520,000 and to amend the Capital Project Fund 40021; and

WHEREAS, the total additional cost for the project is \$700,000 and the additional non-federal share of the costs of the Design (Scoping I-VI) and Right-of-Way Incidentals phase is estimated to be \$140,000, such amount being 20% of the total additional cost, and the additional federal share is estimated to be \$560,000, such amount being 80% of the total additional cost; and

WHEREAS, with the additional cost, the total cost for the project is now \$1,350,000, and the non-federal share of the costs of the Design (Scoping I-VI) and Right-of-Way Incidentals phase is estimated to now be \$270,000, such amount being 20% of the total cost, and the federal share is estimated to now be \$1,080,000, such amount being 80% of the total cost; and

WHEREAS, previously appropriated DOT capital funds are available to support such additional costs, including payment of the additional local dollars for the County share, now estimated to be \$140,000, are available; now, therefore be it

RESOLVED, that the Old Liverpool Road Paving Project authorized by Resolution No. 112-2016 is hereby amended to provide for the additional costs for the Design (Scoping I-VI) and Right-of-Way Incidentals phase, where such amount shall be not more than \$700,000; and, be it further

RESOLVED, that the County Legislature approves the project, as amended to include the additional costs, and agrees to pay in the first instance 100 percent of the total non-federal share of the project; and, be it further

RESOLVED, that the County Executive is authorized to execute agreements to implement the intent of this resolution and to provide for County participation in the cost of the local share of the project; and, be it further

RESOLVED, that Resolution No. 112-2016 hereby is amended to be consistent with this resolution, and the County is authorized to pay in the first instance the additional funds beyond those funds provided in Resolution No. 112-2016, subject to reimbursement; and, be it further

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

REVENUES:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

In Project 535186

Old Liverpool Road Paving Project – Amend Design

In Account 590014

Federal Aid Highway Capital Projects \$560,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535186

Old Liverpool Road Paving Project – Amend Design \$560,000

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				12
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 57

BOND RESOLUTION

A RESOLUTION AUTHORIZING THE RECONSTRUCTION OF COUNTY ROADS IN AND FOR THE COUNTY OF ONONDAGA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$9,375,000, AND AUTHORIZING THE ISSUANCE OF \$9,375,000 BONDS OF SAID COUNTY TO PAY COSTS THEREOF

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Onondaga, New York, as follows:

Section 1. The reconstruction of County roads, including sidewalks, gutters, drainage, landscaping, grading or improving rights-of-way and other improvements and costs incidental thereto, is hereby authorized in and for the County of Onondaga, New York, at a maximum estimated cost of \$9,375,000.

Section 2. The plan for the financing thereof is by the issuance of \$9,375,000 bonds of said County, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision 20 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Onondaga, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not available from other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Chief Fiscal Officer of such County. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Chief Fiscal Officer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Chief Fiscal Officer, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Chief Fiscal Officer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. The County Executive is authorized to enter into contracts to implement the intent of this resolution.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in the Syracuse Post Standard, the official newspaper of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

ADOPTED: AYES: 15 NAYS: 1 ABSENT: 1

Dated: 5/5/2021

Approved: [Signature]
County Executive, Onondaga County

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

[Signature]

MAY 4, 2021 SESSION				13
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN			✓	
16. WILLIAMS	✓			
2. ROWLEY		✓		
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. KELLY	✓			
15. KINNE	✓			
12. KNAPP	✓			
TOTAL:	15	1	1	

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 58

BOND RESOLUTION

A RESOLUTION AUTHORIZING VARIOUS BRIDGE IMPROVEMENT PROJECTS IN AND FOR THE COUNTY OF ONONDAGA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,200,000, AND AUTHORIZING THE ISSUANCE OF \$1,200,000 BONDS OF SAID COUNTY TO PAY COSTS THEREOF

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Onondaga, New York, as follows:

Section 1. Various bridge improvement projects, including retaining walls and approaches thereto, as well as incidental costs, are hereby authorized in and for the County of Onondaga, New York, at a maximum estimated cost of \$1,200,000.

Section 2. The plan for the financing thereof is by the issuance of \$1,200,000 bonds of said County, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years pursuant to subdivision 10 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Onondaga, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not available from other sources, there shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Chief Fiscal Officer of such County. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Chief Fiscal Officer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Chief Fiscal Officer, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Chief Fiscal Officer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:
1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

- 2) The provisions of law which should be complied with the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. The County Executive is authorized to enter into contracts to implement the intent of this resolution.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in the Syracuse Post Standard, the official newspaper of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

ADOPTED: AYES: 15 NAYS: 1 ABSENT: 1

Dated: 5/5/2021

Approved: [Signature]
County Executive, Onondaga County

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

[Signature]

MAY 4, 2021 SESSION				14
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN			✓	
16. WILLIAMS	✓			
2. ROWLEY		✓		
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. KELLY	✓			
15. KINNE	✓			
12. KNAPP	✓			
TOTAL:	15	1	1	

May 4, 2021

Motion Made By Ms. Cody

RESOLUTION NO. 59

AUTHORIZING THE ACQUISITION OF A PERMANENT EASEMENT FOR HIGHWAY
PURPOSES ALONG WEST GENESEE STREET IN THE TOWN OF CAMILLUS, COUNTY OF
ONONDAGA

WHEREAS, this Onondaga County Legislature has reviewed the permanent easement necessary for highway purposes on approximately .08 acres of land owned by 95 NYRPT, LLC and identified by tax map no. 048.-1-1.1 along the southerly shoulder of West Genesee Street, C.R. 98, in the Town of Camillus, a copy of which easement and acquisition map is on file with the Clerk of the Legislature; and

WHEREAS, 95 NYRPT, LLC has agreed to grant the County said easement for one dollar (\$1.00), payment waived; now, therefore be it

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

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

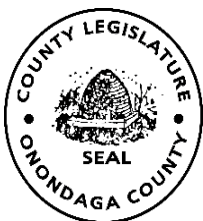
RESOLVED, that this Legislature hereby finds and declares a negative declaration under SEQRA, having determined that such action will not have a significant adverse effect on the environment; and, be it further

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

RESOLVED, that, in the event the County is not granted the aforesaid permanent easement, the County Attorney, on behalf of the County of Onondaga, is authorized and directed to commence condemnation proceedings to acquire the necessary property rights pursuant to the statutes in such cases made and provided, and the cost of said property rights be charged against the proper fund or funds; and, be it further

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

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				15
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Mrs. Abbott-Kenan

RESOLUTION NO. 60

RESOLUTION ADOPTING THE ONONDAGA COUNTY VETERAN SERVICES AGENCY LOGO

WHEREAS, the Onondaga County Veterans Service Agency strives to ensure that our county's veterans and their dependents are aware of all federal, state, and local benefits for which they may be eligible; and

WHEREAS, the Veterans Service Agency staff works in an atmosphere of teamwork in order to provide professional and confidential assistance to veterans, their dependents, and other authorized parties to obtain such benefits; and

WHEREAS, as an expression of our commitment to our County's veterans and their dependents, the Veterans Service Agency has created a new logo for its department, that demonstrates the department's dedication and inclusivity; and

WHEREAS, this logo represents all five branches of the military in order: Army, Marines, Navy, Air Force, and Coast Guard, going clockwise to include the POW/MIA Seal; the Gold Stars represent the Gold Star families in our community; and

WHEREAS, this logo also includes a Purple Heart emblem representing that Onondaga County is a Purple Heart County, since 2014, and is placed on the left side, over the heart; the yellow ribbon demonstrates that the County supports all troops who are deployed, and welcome them upon their return home; the blue and red writing, with the white background represent the colors of the flag of the United States; and

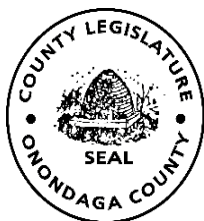
WHEREAS, this logo includes the county seal in the center, symbolizing that Onondaga County is the foundation of this agency; and

WHEREAS, based on Onondaga County Veteran Service Agency's efforts to present a unified effort in serving the needs of all of our County's veterans and dependents they propose the adoption of this logo to easily identify the importance of our resident veterans in our community; and

WHEREAS, the Onondaga County Legislature has read, reviewed, and agreed with the logo of the Onondaga County Veterans Service Agency; now, therefore be it

RESOLVED, by the Onondaga County Legislature, that the new logo for the Onondaga County Veterans Services Agency, a copy of which is attached hereto and made hereof, is hereby approved as the official logo for the department of the Onondaga County Veterans Service Agency.

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature



MAY 4, 2021 SESSION				16
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

WAIVER

Motion Made By Mrs. Abbott-Kenan, Mr. Bush, Dr. Chase,
Mr. Burtis, Dr. Kelly

RESOLUTION NO. 61

DESIGNATING SUPPORT FOR THE FINGER LAKES TOURISM REGION OF NEW YORK STATE
TO BE NAMED A NATIONAL HERITAGE AREA BY THE NATIONAL PARKS SERVICE

WHEREAS, the Finger Lakes and surrounding communities form a unique and diverse region in Upstate New York and encompass a patchwork of cultures and history, as well as spectacular natural, scenic and recreational resources that reflect a unique contribution to the collective American identity; and

WHEREAS, the Finger Lakes Region is distinguished by eleven pristine lakes formed over 19,000 years ago at the end of the "Ice Age" that have over the years been Native American hunting grounds and villages, rich agricultural lands that inspired settlement, villages, small towns, mid-sized cities, and a world-renowned wine industry, which have together formed a unique and distinctive landscape; and

WHEREAS, the United States Congress has the authority to designate National Heritage Areas that encompass a region where natural, cultural, historic and recreational resources combine to form a cohesive, nationally distinctive landscape shaped by geography and cultural traditions; and

WHEREAS, the Finger Lakes National Heritage Area Feasibility Study was authorized by the John D. Dingell, Jr. Conservation, Management and Recreation Act of 2019, which directed the Secretary of the Interior to evaluate the natural, historic, cultural, educational, and recreational resources of the Finger Lakes Region including the following counties: Cayuga, Chemung, Cortland, Livingston, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, and Yates; and

WHEREAS, Onondaga County is within the Finger Lakes Tourism region, as designated by New York State law and the National Heritage Area study area and has a plethora of natural, cultural, historic, agricultural, and recreational resources pertinent to the study; and

WHEREAS, the Finger Lakes Tourism Alliance has worked since 2014 with regional and area civic organizations, local jurisdictions and local governments, business communities and numerous other stakeholders and non-profit groups in submitting the original request to the National Park Service which resulted in the Feasibility Study in 2021, and continues to work with the National Park Service to gather input from the public regarding the creation of a national heritage area in the Finger Lakes; and

WHEREAS, Onondaga County legislature supports the Finger Lakes National Heritage Area designation and the inclusion of all fourteen counties including Cayuga, Chemung, Cortland, Livingston, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, and Yates counties in the National Heritage Area, and supports the Finger Lakes Tourism Alliance in their current and future leadership role in administering the National Heritage Area; now, therefore be it

RESOLVED, that this Onondaga County Legislature hereby designates support for the Finger Lakes Tourism Region, encompassing all fourteen counties of the Finger Lakes region, be named a National Heritage Area as determined by the National Parks Service.

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.
Clerk, County Legislature

MAY 4, 2021 SESSION				17
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				<i>Mrs. Abbott-Kenan requested a waiver to present the following resolution. There was no objection, and the waiver was allowed.</i>
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Mr. Ryan

RESOLUTION NO. 62

AMENDING THE COUNTY POLICY FOR REIMBURSEMENT OF EMPLOYEES' PERSONAL
PROPERTY LOST OR DAMAGED, WHILE WORKING

WHEREAS, the County of Onondaga has a policy for reimbursement of employees' personal property that has been lost or damaged, while working for the County; and

WHEREAS, pursuant to Resolution No. 620/1978, the Legislature established a uniform policy to handle employee reimbursement claims of lost or damaged personal property administratively; and

WHEREAS, on April 1, 2002, Resolution No. 81/2002, made permanent the provisions of Resolution No. 86-2001, that modified and improved the policy by creating a uniform policy for all departments and clarifying the standard to be used in authorizing reimbursement; and

WHEREAS, this Legislature seeks to amend resolution No. 81/2002 and increase the amount an individual department may authorize reimbursement, if it is determined that the conditions and standards are met; now, therefore be it

RESOLVED, that the Onondaga County Legislature hereby amends Resolution No. 81/2002 to continue the following standards and policies governing the payment for loss or damaged employee personal property:

1. An employee may be eligible for reimbursement for lost or damaged property if it is determined that the loss or damage:
 - a. occurred within the scope of the employees' regular duties or was directly related thereto;
 - b. the lost or damaged property was being used by the employee in the performance of the employees' duties at the time of loss or damage;
 - c. was caused by a person or instrumentality related to the County mission that the employee was engaged in at time the loss or damage occurred;
 - d. that the employee was not in whole or in part contributorily responsible for the loss or damage.
2. For claims of \$500 or less, the department head may authorize reimbursement if, after investigation, it is determined that conditions and standards set forth in paragraph (1) are met.
3. For claims greater than \$500, but less than \$1,000, the Law Department may authorize reimbursement if, after investigation, it is determined that the conditions and standards set forth in paragraph (1) are met.
4. For claims between \$1,000 and \$5,000, the Legislature may authorize reimbursement if, after review of the department and/or the Law Department investigation results, it is determined that the conditions and standards set forth in paragraph (1) are met.

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				18
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

Motion Made By Mr. Holmquist

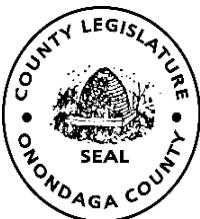
RESOLUTION NO. 63

2021 TRANSFER RESOLUTION

RESOLVED, that the following transfer be made:

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
Admin Unit 2500000000	Admin Unit 2365150000	
County Legislature	County General Other Items	
Speed Type #150029	Speed Type #40061	
Acct. 666500	Acct. 668720	
Contingent Account	Transfer to Grant Expenditures	\$200,000

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

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

MAY 4, 2021 SESSION				19
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:	16	0	1	

May 4, 2021

WAIVER

Motion Made By Mr. Knapp, Dr. Kelly

RESOLUTION NO. 64

AMENDING THE 2021 COUNTY BUDGET TO MAKE FUNDS AVAILABLE TO PROVIDE BODY
WORN CAMERAS FOR THE ONONDAGA COUNTY SHERIFF'S OFFICE POLICE DIVISION

WHEREAS, Onondaga County recognizes that to have a strong community and strong neighborhoods, there must be an unwavering partnership with law enforcement; and in order to do so, there must be transparency, gained through mutual trust and respect, between law enforcement and the communities they serve; and

WHEREAS, to help foster transparency, the video and audio recordings from body worn cameras has been used to illustrate the realities of law enforcement practices and enabled the documentation of statements, observations, behaviors and other evidence, as well as, deter unprofessional, illegal, and inappropriate behaviors by both law enforcement and the public; and

WHEREAS, in order to strengthen community awareness and confidence in Onondaga County's law enforcement practices, the County Executive, with the support of the Onondaga County Legislature, will fund the purchase of body worn cameras and personnel necessary to administer the program for the Onondaga County Sheriff's Office Police Division; now, therefore be it

RESOLVED, that the 2021 budget be amended as follows:

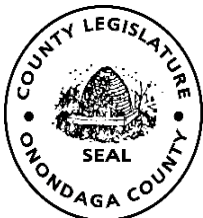
REVENUES:

Admin Unit 2365150000	
County General	
Speed Type# 140061	
In Account 590083-Appropriated Fund Balance	\$606,650

APPROPRIATIONS:

Admin Unit 2365150000	
County General	
Speed Type# 140061	
In Account 668720-Transfer to Grant Expenditures	\$606,650

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				20
LEGISLATOR	AYES:	NOES:	ABSENT:	Vote on Motion to Table
1. MAY		✓		<i>Mr. Ryan made a motion, seconded by Mr. Kinne, to table the resolution to the Public Safety Committee on May 11th. A vote was taken on the motion to table.</i>
17. ERVIN			✓	
16. WILLIAMS	✓			
2. ROWLEY		✓		
3. BURTIS		✓		
4. TASSONE		✓		
5. CODY		✓		
6. ABBOTT-KENAN		✓		
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST		✓		
11. McBRIDE		✓		
13. BUSH		✓		
14. KELLY		✓		
15. KINNE	✓			
12. KNAPP		✓		
TOTAL:	5	11	1	

MAY 4, 2021 SESSION				20
LEGISLATOR	AYES:	NOES:	ABSENT:	Vote on Waiver
1. MAY	✓			<i>Mr. May requested a waiver to present the following resolution.</i> <i>Mr. Ryan objected to the waiver.</i> <i>A vote was taken on allowing the waiver to be granted.</i>
17. ERVIN			✓	
16. WILLIAMS		✓		
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN		✓		
8. RYAN		✓		
9. CHASE		✓		
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. KELLY	✓			
15. KINNE		✓		
12. KNAPP	✓			
TOTAL:	11	5	1	

MAY 4, 2021 SESSION				20
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			<i>Mr. Holmquist assumed the chair, so Chairman Knapp could debate.</i> <i>After debate, Chairman Knapp re-assumed the chair.</i>
17. ERVIN			✓	
16. WILLIAMS		✓		
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN		✓		
8. RYAN		✓		
9. CHASE		✓		
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. KELLY	✓			
15. KINNE		✓		
12. KNAPP	✓			
TOTAL:	11	5	1	

LOCAL LAW NO. ____ - 2021

A LOCAL LAW AUTHORIZING THE SALE OF COUNTY PROPERTY LOCATED OFF WEST
DEAD CREEK ROAD AND ELDERBERRY STREET IN THE TOWN OF VAN BUREN

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

Section 1. Findings. The County of Onondaga is the owner of a 1.79 acre \pm parcel of vacant rural land located at the intersection of West Dead Creek Road and Elderberry Street in the Town of Van Buren and bearing tax map no. 046.-04-08.0 (Property). Adjoining property owner Mary Waterman has expressed an interest in purchasing said Property for a consideration of \$3,400.00. Appraisal of the Property has been obtained; and such consideration is equal to the assessed, and greater than the appraised, value. The Property is not needed for County purposes.

Section 2. Environmental Review. An analysis of the potential environmental impacts, if any, has been done under the State Environmental Quality Review Act (SEQRA) and, as lead agency, the County hereby determines that the proposed action is an Unlisted Action under SEQRA and a Short Environmental Assessment Form has been prepared. The Short Environmental Assessment Form filed with this Legislature is satisfactory with respect to scope and content and adequacy in compliance with SEQRA and is hereby accepted by the County. Onondaga County does hereby make and adopt a Negative Declaration for the project, and has determined that the proposed action will not have a significant effect on the environment. The Onondaga County Executive, or his designee, is authorized to take such action to comply with the requirements of SEQRA, including without limitation, the execution of documentation and filing of same and any other actions to implement the intent of this local law.

Section 3. Sale Authorized. The County Executive is hereby authorized to transfer to Mary Waterman said Property for a consideration of \$3,400.00. The County Executive is hereby authorized to execute agreements to further the intent of this local law.

Section 4. Effective Date. This local law shall be filed and take effect in accordance with provisions of the Municipal Home Rule Law and is subject to a permissive referendum.

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				LOCAL LAW A
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			
17. ERVIN			✓	
16. WILLIAMS		✓		
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. KELLY	✓			
15. KINNE	✓			
12. KNAPP	✓			
TOTAL:	15	1	1	

Short Environmental Assessment Form

Part 1 - Project Information

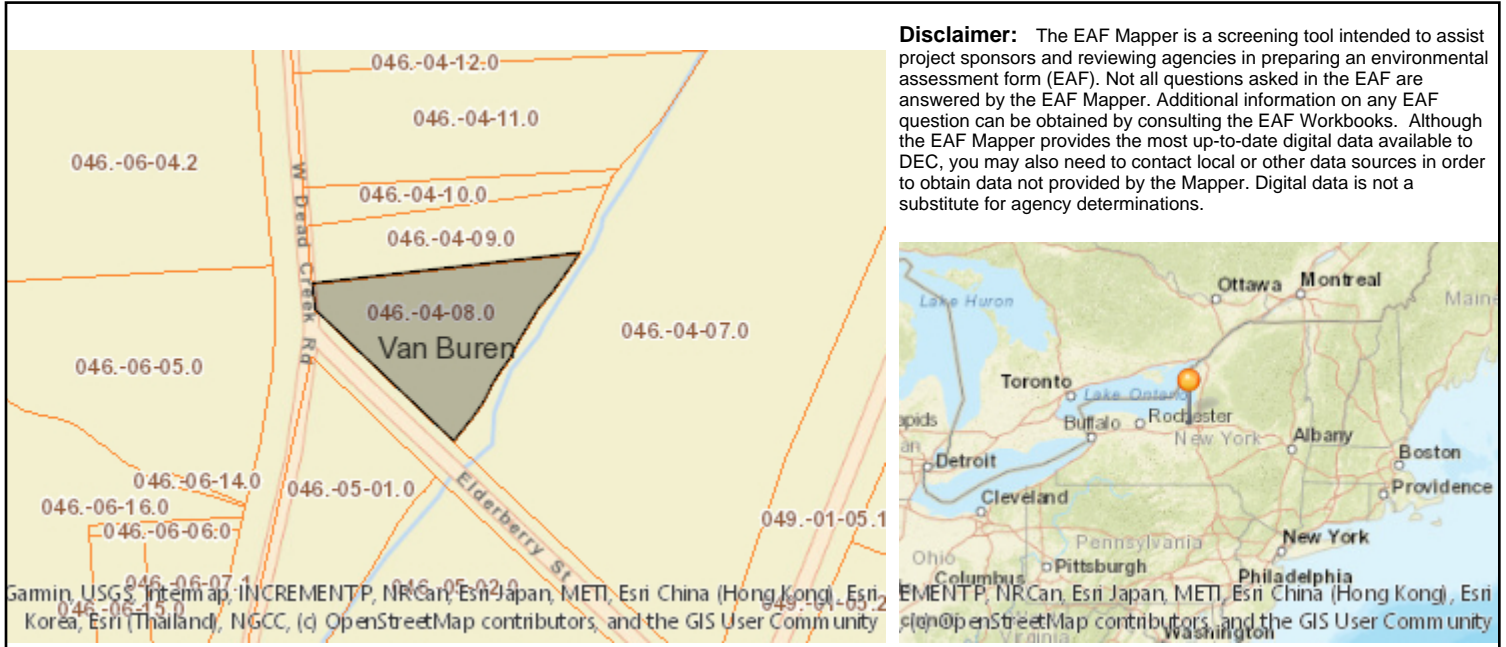
Instructions for Completing

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

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

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

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



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

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

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project: Surplus land sale

Date: 3/9/21

Short Environmental Assessment Form

Part 3 Determination of Significance

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

The County is considering selling 1.79 acres of surplus County property in Van Buren, which land is vacant rural land. The proposed action involves only the transfer of surplus County property to the adjoining residential property owner so as to enlarge such owner's parcel size. The adjacent owner has purportedly been maintaining the vacant land and expressed an interest in purchasing it for appraised/assessed value. As such, Onondaga County issues this negative declaration for purposes of Article 8 of the Environmental Conservation Law because the sale of the property is an Unlisted Action which will not result in any significant adverse environmental impacts.

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

Onondaga County

3/9/21

Name of Lead Agency

Date

Donald Weber

Director - Real Property Tax Services

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

LOCAL LAW NO.____-2021

A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE)
IN THE COUNTY OF ONONDAGA

BE IT ENACTED BY THE COUNTY OF ONONDAGA (THE “MUNICIPALITY”) AS
FOLLOWS:

Section 1. This local law shall be known as the “Energize NY Open C-PACE Financing Program” and shall read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

- A. It is the policy of both the Municipality and the State of New York (the “State”) to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The Municipality finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, “EIC”), a local development corporation, acting on behalf of the Municipality pursuant to the municipal agreement (the “Municipal Agreement”) to be entered into between the Municipality and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the “Enabling Act”).
- B. The Municipality is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.
- C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the “Energize NY Open C-PACE Local Law”.

§2. Definitions

- A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.
- B. For purposes of this local law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

Annual Installment Amount – shall have the meaning assigned in Section 8, paragraph B.

Annual Installment Lien – shall have the meaning assigned in Section 8 paragraph B.

Authority – the New York State Energy Research and Development Authority.

Benefit Assessment Lien – shall have the meaning assigned in Section 3, paragraph A.

Benefited Property – Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

Benefited Property Owner – the owner of record of a Benefited Property.

EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of the State, authorized hereby on behalf of the Municipality to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from money collected by or on behalf of the Municipality as a charge to be levied on the real property.

Eligible Costs – costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals' fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement.

Enabling Act – Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

Finance Agreement – the finance agreement described in Section 6A of this local law.

Financing Charges – all charges, fees and expenses related to the loan under the Finance Agreement including accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

Financing Parties – Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the Municipality.

Municipality – the County of Onondaga, a municipality of the State constituting a tax district as defined in Section 1102 of the RPTL of the State.

Municipal Lien – a lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

Non-Municipal Lien – a lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

Program – the Energize NY Open C-PACE Financing Program authorized hereby.

Qualified Project – the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy

System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

Qualified Property – Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this local law and the Enabling Act and has become the site of a Qualified Project.

Qualified Property Owner – the owner of record of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Property.

RPTL – the Real Property Tax Law of the State, as amended from time to time.

Secured Amount – as of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 8, paragraph C.

State – the State of New York.

§3. Establishment of an Energize NY Open C-PACE Financing Program

- A. An Energize NY Open C-PACE Financing Program is hereby established by the Municipality, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the Municipality, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the “Benefit Assessment Lien”) on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality.
- B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§4. Procedures for eligibility

- A. Any property owner in the Municipality may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the Municipality’s offices.

- B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the Municipality, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and §5 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC, acting on behalf of the Municipality, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with § 6 of this local law.

§5. Application criteria

Upon the submission of an application, EIC, acting on behalf of the Municipality, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

- A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;
- B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;
- C. Sufficient funds are available from Financing Parties to provide financing to the property owner;
- D. The property owner is current in payments on any existing mortgage on the Qualified Property;
- E. The property owner is current in payments on any real property taxes on the Qualified Property; and
- F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the Municipality, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§6. Energize NY Finance Agreement

- A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the Municipality, shall be a third-party beneficiary (the “Finance Agreement”). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”).
- B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this local law have been met.

- C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.
- D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§7. Terms and conditions of repayment

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the Municipality. The special benefit assessment shall constitute a “charge” within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the Municipality, and shall be paid to the Financing Party as provided in the Finance Agreement.
- B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the Municipality.
- C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the Municipality, as provided in the Finance Agreement.

§8. Levy of Annual Installment Amount and Creation of Annual Installment Lien

- A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the Municipality. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the Municipality, in the land records for properties in the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the Municipality.
- B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the “Annual Installment Amount”). The Annual Installment Amount shall be levied by EIC, on behalf of the Municipality, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. Payment to the Financing Party shall be considered payment

for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

- C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the Municipality, EIC, or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
- D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the Municipality, or the Financing Party, as may be provided in the Finance Agreement.
- E. EIC shall act as the Municipality's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.
- F. EIC, on behalf of the Municipality, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the Municipality would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§9. Verification and report

EIC, on behalf of the Municipality, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

- §10. Separability. If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect,

impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof involved in the controversy in which such judgment shall have been rendered.

Section 2. This local law shall take effect upon filing with the Secretary of State.

Received MV 02.18.21

MAY 4, 2021 SESSION				LOCAL LAW B
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				<i>Pulled by the sponsor.</i>
17. ERVIN			✓	
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. KUHN				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. KELLY				
15. KINNE				
12. KNAPP				
TOTAL:				

LOCAL LAW NO. ____ - 2021

A LOCAL LAW AMENDING ARTICLE VI OF THE ONONDAGA COUNTY CHARTER AND
FURTHER AMENDING ARTICLE VI OF THE ONONDAGA COUNTY ADMINISTRATIVE CODE
WITH RESPECT TO THE 2022 COUNTY BUDGET CYCLE

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

Section 1. The annual county budget process, including presentation, review, consideration, adoption and implementation, is governed by the procedures found within the Onondaga County Charter (Local Law No. 1 - 1961, as previously amended, hereinafter referred to as “Charter”) and the Onondaga County Administrative Code (being Local Law No. 1 - 1975, as previously amended, hereinafter referred to as “Administrative Code”). Solely with respect to the 2022 annual county budget, it is desired to change certain prescribed dates within such annual budget cycle as provided herein.

a. The Charter is hereby amended regarding the 2022 annual county budget, as follows:

i. With respect to the submission of the tentative budget to the Legislature, Section 603 is amended in the first sentence of the first paragraph to strike the words “fifteenth day of September” and to substitute “fifth day of October” therefor.

ii. With respect to the report filed by the Ways and Means Committee, Section 603 is further amended in the first sentence of the final paragraph to strike the words “the first day of October” and to substitute “the fifteenth of October” therefor.

iii. With respect to the publication of the public hearing notice, Section 604 is amended in the first sentence to strike the words “the first day of October” and to substitute “the sixteenth day of October” therefor.

iv. With respect to the date by which the public hearing must be held, Section 604 is further amended in the first sentence to strike the words “not later than the tenth day of October” and to substitute “not later than the twenty-first day of October” therefor.

v. With respect to the adoption of the budget by the Legislature with additions or increases, Section 605(b) is amended to strike the words “the fifteenth day of October” and to substitute “the twenty-sixth day of October” therefor.

vi. With respect to the County Executive’s objections to such additions or increases, Section 605(c) is amended to strike the words “the twentieth day of October” and to substitute “five days after the adoption of the budget with additions or increases, but in any event not later than the thirty-first day of October” therefor, and Section 605(d) is amended to strike the words “on or before the twentieth day of October” and to substitute “on the date provided in Section 605(c) for the return of such budget by the County Executive” therefor.

vii. With respect to the Legislature’s special meeting to reconsider such objections, Section 605(c) is amended to strike the words “the twenty-fifth day of October” and to substitute “five days after the return of the budget with additions or increases, but in any event not later than the fifth day of November” therefor.

viii. With respect to the final date in the budget adoption process, Section 605(e) is amended to strike the words “the first Monday of November” and to substitute “the twelfth day of November” therefor.

b. The Administrative Code is hereby amended regarding the 2022 annual county budget, as follows:

i. With respect to the submission of Capital Project Requests, Section 6.02(a) is amended to strike the words “or before the first day of June of each year, or on such earlier date” and to substitute “on or before the first of July” therefor.

ii. With respect to the submission of the estimates and appropriation requests to the Chief Fiscal Officer, Section 6.03B is amended to strike the words “or before this first day of August of each year, or on such earlier date” and to substitute “on or before the first day of September” therefor.

iii. With respect to the submission of the Executive’s budget to the Legislature, Section 6.05(b) is amended to strike the words “the fifteenth day of September” and to substitute “the fifth day of October” therefor.

iv. With respect to the report filed by the Ways and Means Committee, Section 6.07 is amended to strike the word “the first day of October” and to substitute “the fifteenth day of October” therefor.

v. With respect to the public hearing, Section 6.08 is stricken in its entirety and the following language is to be substituted therefor “The public hearing shall be noticed and held in the manner prescribed by Section 604 of the Charter.”

Section 2. Additional Amendments; Construction.

Any previously enacted resolutions or local laws relating to the annual budget cycle and financial procedures in Onondaga County are hereby amended to be consistent with this local law. Except as specifically amended herein, the Onondaga County Charter and Administrative Code remain in full force and effect.

This local law is to be construed in such a way so as not to diminish or curtail any powers held by any elected official within County government.

Section 3. Severability.

In the event that any provision contained herein should be found by a judge to be improper, illegal, and/or void, it is the intent of this Legislature to sever such provisions from this local law and to revive and restore the relevant provisions of the Charter and Administrative Code to the status quo ante.

Section 4. Applicability to 2022 Annual County Budget.

The amendments herein to the prescribed dates in the Charter and Administrative Code shall be effective regarding only the 2022 annual county budget. Upon adoption of the 2022 budget, the amendments herein shall expire automatically, and the Charter and Administrative Code shall be restored to the prescribed dates in effect immediately prior to the adoption of this local law, without need for further legislative action, and shall read as though the prescribed dates were not amended.

Section 5. Effective Date.

This local law shall take effect upon filing in accordance with the Municipal Home Rule Law.

ADOPTED 5/4/21



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 4th day of May 2021.

Clerk, County Legislature

MAY 4, 2021 SESSION				LOCAL LAW C
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			<i>The meeting was adjourned at 2:30 p.m.</i>
17. ERVIN			✓	
16. WILLIAMS	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. KUHN		✓		
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. KELLY	✓			
15. KINNE		✓		
12. KNAPP	✓			
TOTAL:	14	2	1	