



Onondaga County Legislature

DEBORAH L. MATURO
Clerk

DAVID H. KNAPP
Chairman

KATHERINE M. FRENCH
Deputy Clerk

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

Phone: 315.435.2070 Fax: 315.435.8434

www.ongov.net

RESOLUTION NOS. 91 -111

OFFICE OF THE CLERK

July 2, 2019

Listed below are the resolutions to be presented to the County Legislature at the July Session. The meeting will be held at **1:00 p.m. on Tuesday, July 2, 2019.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mr. Rowley**
- D. SALUTE TO FLAG – **Mr. Burtis**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 - 1. **Correspondence:**
 - a. 06-05-19 Letter from County Executive McMahon – RE: Appointment to the Onondaga County Board of Ethics (George Dooher, Jr.)
 - b. 06-06-19 Letter from County Executive McMahon – RE: Appointment to the Onondaga County Community Services Advisory Board (Michael Raab)
 - c. 06-07-19 Letter from County Executive McMahon – RE: Appointment to the Syracuse/Onondaga County Planning Board (James Stelter)
 - 2. **Public Comment:**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 2)

4TH DISTRICT – MRS. TASSONE – COUNTY FACILITIES

- 1. **NO. 92** Confirming Appointment to the Onondaga County Public Library Board of Trustees (Sam Edelstein) (17-0-0)
- 2. **NO. 93** Authorizing the Department of Parks and Recreation to Accept Donated Items (\$36,000) (17-0-0)
- 3. **NO. 94** Amending the 2019 Onondaga County Budget to Make Funds Available for use in Connection with the New York State Pave-NY Program, and Authorizing the Execution of Agreements (\$1,281,137) (17-0-0)
- 4. **NO. 95** Amending the 2019 County Budget to Pay in the First Instance 100 Percent of the Federal and State Aid Eligible Costs at a Maximum Amount of \$2,375,000 for the Construction and Construction Inspection Phases of the West Taft Road Paving Project, PIN 3755.80, and Authorizing Execution of Agreements (\$2,375,000) (17-0-0)
- 5. **NO. 96** Amending the Design (Scoping I-VI) and Right-of-Way Incidentals Phase of the Canalways Trail Extension Project, PIN 3756.29 by \$75,000, and Increasing the Authorization to Pay in the First Instance 100% of the Federal Aid Eligible Costs by \$60,000, Amending Res No. 75-2017, and Authorizing the Execution of Agreements (\$60,000) (17-0-0)

6. **NO. 97** Amending the 2019 County Budget to Fund in the First Instance 100 Percent of the Federal Aid Eligible Costs at a Maximum Amount of \$240,000 for the Design (Scoping I-VI) and Right-of-Way Incidentals Phase of the Platt Road Bridge Over Nine Mile Creek, Pin 3756.90, and Authorizing the Execution of Agreements (\$240,000) (17-0-0)
7. **NO. 98** Amending the 2019 County Budget to Fund in the First Instance 100 Percent of the Federal Aid Eligible Costs at a Maximum Amount of \$320,000 for the Design (Scoping I-VI) and Right-of-Way Incidentals Phase of the North Manlius Road Bridge Over Limestone Creek, PIN 3756.91, and Authorizing the Execution of Agreements (\$320,000) (17-0-0)
8. **NO. 99** Making Funds Available for use in Connection with Maintenance, Repairs, and Replacements at the NBT Bank Stadium (\$16,100,000) (16-1 Buckel -0)
9. **NO. 100 BOND RESOLUTION:** A Resolution Authorizing Various Renovations to the NBT Bank Stadium in and for the County of Onondaga, New York, at a Maximum Estimated Cost of \$25,000,000, and Authorizing the Issuance of \$8,500,000 Bonds of said County to Pay Costs Thereof (\$25,000,000) (16-1 Buckel -0)

5TH DISTRICT – MS. CODY – WAYS AND MEANS

10. **NO. 101** Standard Work Day and Reporting Resolution (17-0-0)
11. **NO. 102** Amending the Retiree Health Plan Regarding Eligible Spouse and Dependents (16-1 Rowley -0)
12. **NO. 103** Providing for Various Personnel Changes (Comptroller) (17-0-0)
13. **NO. 104** Authorizing the Sale of Tax Delinquent Property to Honeywell International Inc. (17-0-0)

8TH DISTRICT – MR. RYAN – PUBLIC SAFETY

14. **NO. 105 BOND RESOLUTION:** A Resolution Authorizing Computer Aided Dispatch (CAD) System Refresh Improvements in and for the County of Onondaga, New York, at a Maximum Estimated Cost of \$903,000, and Authorizing the Issuance of \$903,000 Bonds of said County to Pay Costs Thereof (\$903,000) (17-0-0)

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

15. **NO. 106** Confirming Appointment to the Syracuse/Onondaga County Planning Board (James Stelter) (17-0-0)
16. **NO. 107** Confirming Appointment to the Trust for Cultural Resources of the County of Onondaga (Robert Petrovich) (17-0-0)
17. **NO. 108** Confirming Reappointment by the County Executive to the Board of Directors of the Onondaga Civic Development Corporation (Alison Miller) (17-0-0)
18. **NO. 109** Confirming Appointment of Robert Petrovich as Director of Economic Development (17-0-0)
19. **NO. 110** Authorizing the Onondaga County Executive to File the 2019 Action Plan for the Community Development Block Grant, Home Grant and Emergency Solutions Grant Programs (\$3,142,673) (17-0-0)

12TH DISTRICT – MR. KNAPP

20. **TABLED (WAIVER)** Authorizing the Transfer of Tax Delinquent Properties to the Onondaga County Accountability & Reinvestment Corporation (16-1 Bottrill-0)

14TH DISTRICT – MR. JORDAN – ENVIRONMENTAL PROTECTION21

21. **NO. 91 (WAIVER)** In Memoriam – Charles A. Durham (Adopted by rising tribute)
22. **NO. 111** Confirming Appointment and Reappointment to the Onondaga County Resource Recovery Agency (Alberto Bianchetti, Travis Glazier) (17-0-0)

LOCAL LAWS:

- A. **PASSED** - A Local Law Authorizing a Lease Agreement for the use of NBT Bank Stadium (Sponsored by Mrs. Tassone) (16-1 Buckel -0)

- B. **PASSED** - A Local Law Amending Local Law No. 9-2009 to Extend the Sixty-Five Cent Surcharge on Certain Telephone Access Lines for an Additional Ten Years (Sponsored by Mr. Ryan) (17-0-0)

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

Respectfully submitted,



DEBORAH L. MATURO, Clerk
ONONDAGA COUNTY LEGISLATURE

ROLL CALL			June 4, 2019 SESSION
LEGISLATOR	PRESENT	ABSENT	
1. MAY	✓		<i>The meeting was called to order at 1:20 p.m.</i>
2. ROWLEY	✓		
3. BURTIS	✓		
4. TASSONE	✓		
5. CODY	✓		
6. ABBOTT-KENAN	✓		
7. BUCKEL	✓		
8. RYAN	✓		
9. CHASE	✓		
10. HOLMQUIST	✓		
11. McBRIDE	✓		
13. BUSH	✓		
14. JORDAN	✓		
15. BOTTRILL	✓		
16. WILLIAMS	✓		
17. ERVIN	✓		
12. KNAPP	✓		
TOTAL	17	0	



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

June 5, 2019

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Local Law No. 13, 1990, I hereby appoint, subject to confirmation of the County Legislature, the following individual to the Onondaga County Board of Ethics.

APPOINTMENT:

George Dooher, Jr.
209 Dixon Drive
Syracuse, New York 13219

TERM EXPIRES:

June 5, 2022

Mr. Dooher will replace Dennis DuVal

Your confirmation would be greatly appreciated.

Sincerely,

J. Ryan McMahon, II
County Executive

cc: Lori Tarolli, Esq., Law Department
Deborah Maturo, County Legislature
Hon. Debra Cody, Chair, Ways & Means

19 JUN -5- NOO 61

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

George B. Doohar Jr.
209 Dixon Dr.
Syracuse NY 13219
315-657-3665
geordooh@aol.com

Education: Onondaga Community College
A.S. Civil and Public Service
High Honors

Onondaga County Government Certificate of Leadership

Experience: Onondaga County Department of Social Services
January 1972 - Retired May 2014
Special Assistant to the Commissioner – Medicaid Director
Administered the NYS Public Health Insurance Programs within Onondaga County. Managed a Program with 120 staff and annual expenditures exceeding \$100 million.
Director of Child Support Services
Administered the NYS Child Support Services Program within Onondaga County. Managed a Program with 90 staff and collections exceeding \$50 million annually.

Town of Camillus Zoning Board of Appeals – Board Member
January 1, 2015 – December 31, 2017

Town of Camillus Planning Board Member
January 1, 2018 - Current

Community: Open House Incorporated, Executive Board President
Provides a safe and secure facility for 12 step programs of recovery.
Serving those with addictions and their families.
St Patrick's Day Hunger Project – Past Onondaga County Government Coordinator - Collection of 10+tons of food for local food pantries.
United Way – Past Onondaga County Government Coordinator



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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

June 6, 2019

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Article XI, Section 11.03, of the Onondaga County Administrative Code, and Section 41.11 of the NYS Mental Health Hygiene Law, I have appointed, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County Community Services Advisory Board:

APPOINTMENT:

Michael Raab
220 San Marino Path
Baldwinsville, New York 13027

TERM EXPIRES:

December 31, 2020

Mr. Raab will replace Rev. Dr. Regina Reese-Young.

Your confirmation of this appointment would be greatly appreciated.

Sincerely,

J. Ryan McMahon, II
County Executive

cc: Hon. Thomas Buckel, Jr., Chair, Human Services Committee
Lori Tarolli, Esq., Law Department
Deborah Maturo, County Legislature

19 JUN -6 PM 1:59

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ONONDAGA COUNTY
LEGISLATURE

Michael J Raab
220 San Marino Path
Baldwinsville, NY 13027
Phone: (315)378-2966
Email: raabmj@gmail.com

EDUCATION

American School of Professional Psychology at Argosy University, Washington, DC
Graduated May 2008

- Master in Clinical Psychology

American University, Washington, DC
Graduated May 2004

- Bachelor of Arts in Psychology

CLINICALLY RELEVANT EMPLOYMENT

October 2016-Present, Office of Child and Family Services at Taberg Residential Center for Girls,
10011 Taberg Florence Road, Taberg, NY 13471

PSYCHOLOGIST II

I function as an advanced clinician in providing a full range of psychological services. These include individual, family and group therapies utilizing an integrative variety of modalities including but not limited to DBT, CBT, REBT, Self-Psychology, Trauma/Attachment Informed and Interpersonal therapies. As a clinician, I am responsible for assessment, treatment planning, consultations, support to collaterals, and coaching of YDA's. I conduct intelligence testing and can provide other assessment measures as needed. Furthermore, I also provide the mental health psychoeducation for our facility which is a required yearly training.

June 2014-October 2016, Oswego County Opportunities, Crisis & Development Services, 75 E. 1st Street, Oswego, NY 13126

SOCIAL WORKER

I functioned as a clinical supervisor to 15+ case specialists within a variety of programs, namely Adult Homeless, Transition-Age Youth, School-Based Runaway and Homeless Youth, Options Maternal Health Program, Adolescent Transitional Living Program, Family Case Management and the Supervised Visitation Program. I created and provided trainings for these programs as well. In addition, I provided either mediations or short-term, solution-focused therapy to adolescents and families as needed. I additionally provided some in-home therapy services for families working with family case management. I participated in treatment team meetings regularly and consult with schools, social services, justice and other agencies. Furthermore, I utilized industrial/organizational strategies and communication strategy trainings to maximize performance and collaboration within inter-department teams. I performed psychological assessments for inclusion into a Transitional Living Program, as well as ACCES- VR vocational assessments.

August 2013-March 2014, Liberty Resources, Placement Diversion Services, 218 Liberty St, Oneida, NY 13421

THERAPIST

I worked as an in-home therapist, providing assessment, treatment planning and interventions to families with youth at risk of placement. I provided family and group therapies, as well as case

management to these families. Therapeutic interventions included cognitive behavioral and supportive therapies, as well as implementation of behavioral modification programs. Furthermore, I provided skills training such as parenting skills, social skills, conflict resolution, academic motivation, coping skills, self-esteem building, activities of daily living, and anger management training to individuals and families. I assisted with medication management by providing referrals, helping to schedule appointments, and providing psychoeducation. I also provided educational and vocational assistance, regularly participating in treatment team meetings with schools, social services, justice, and other agencies. I maintained timely documentation of services and was on a regular on-call rotation for crisis counseling.

January 2013-June 2013, Oswego County Opportunities, Crisis & Development Services, 75 E. 1st Street, Oswego, NY 13126

SOCIAL WORKER

I functioned as a clinical supervisor to 15+ case specialists within a variety of programs, namely Adult Homeless, Transition-Age Youth, School-Based Runaway and Homeless Youth, Options Maternal Health Program, Adolescent Transitional Living Program, Family Case Management and the Supervised Visitation Program. In addition, I provided either mediations or short-term, solution-focused therapy to adolescents and families as needed. I participated in treatment team meetings regularly and consulted with schools, social services, justice and other agencies. Furthermore, I utilized industrial/organizational strategies and communication strategy trainings to maximize performance and collaboration within inter-department teams. I performed psychological assessments for inclusion into a Transitional Living Program. Finally, I facilitated and expanded a weekly accountability program for court-ordered domestic violence offenders.

June 2009-July 2011, Hoffmann & Lebeda, Child and Family Services, 161 Fort Evans, Leesburg, VA 20176

IN-HOME THERAPIST

I worked as an in-home therapist, providing assessment, treatment planning and interventions to families with youth at risk of placement. I provided family and group therapies, as well as case management to these families. Therapeutic interventions included cognitive behavioral and supportive therapies, as well as implementation of behavioral modification programs. Furthermore, I provided skills training such as parenting skills, social skills, conflict resolution, academic motivation, coping skills, self-esteem building, activities of daily living, and anger management training to individuals and families. I assisted with medication management by providing referrals, helping to schedule appointments, and providing psychoeducation. I also provided educational and vocational assistance, regularly participating in treatment team meetings with schools, social services, justice, and other agencies. I maintained timely documentation of services and was on-call for my caseload for crisis counseling.

August 2007-June 2009, Community Connections, 801 Pennsylvania Ave Se, Washington, DC 20003

MENTAL HEALTH COMMUNITY SUPPORT SPECIALIST I & II

I functioned as a case manager to inner city children and adolescents, providing assessment, treatment planning and interventions. Therapeutic interventions included cognitive behavioral and supportive therapies, as well as implementation of behavioral modification programs. Furthermore, I provided skills training such as parenting skills, social skills, conflict resolution, academic motivation, coping skills, self-esteem building, activities of daily living, and anger management training to individuals and families. Throughout my time in this position, I developed many unique interventions that were strength-based and client focused. I assisted with medication management by providing referrals, helping to schedule appointments, and providing

psychoeducation. I also provided educational and vocational assistance, regularly participating in treatment team meetings with schools, social services, justice, and other agencies. I maintained timely documentation of services and was on a regular on-call rotation for crisis counseling. Finally, I was a member of the CSS advisory board.

Nov 2004 - August 2007, Special Education Vendor to District of Columbia Public Schools, Washington, DC 20002

APPLIED BEHAVIORAL ANALYST (ABA) THERAPIST

I provided individualized attention to an autistic child in an attempt to develop appropriate language, skills and behavior. Many behavioral techniques were used, such as modeling, reinforcement principles, application of reinforcement principles, extinction of negative behaviors and rituals, in order to shape appropriate behavior. I maintained thorough and timely documentation of client progress and sessions. Additionally, I was responsible for billing and scheduling of services, as well as for recruiting, interviewing, and hiring new employees.

SUPERVISED CLINICAL EXPERIENCE

Aug 2006 - July 2007, Options Public Charter School, Washington, DC 20002

EXTERN

I provided cognitive behavioral therapy to children and adolescents with emotional disturbances and learning disabilities. I was responsible for performing clinical interviews for initial evaluations, administering, scoring, and interpreting a variety of assessment measures including cognitive abilities, achievement tests, projective and personality measures, and creating and implementing treatment plans. I provided crisis counseling, suicide risk assessment and abuse assessment. I reported to appropriate outside agencies when necessary, such as Child Protective Services. I maintained adequate and timely documentation of services.

Aug 2008- July 2009, Washington Foundation for Family Life, 1030 Kearny St. NE, Washington, DC 20018

EXTERN

I worked as a therapist for a diversified client population, providing individual, group, and family therapies. I was responsible for treatment planning and implementation. I performed clinical interviews for initial evaluations, as well as annual assessments, adaptive functioning, and psychiatric consultation. I delivered crisis counseling, suicide risk assessment, and abuse assessment. I also performed parenting assessment. I developed a cognitive-behavioral therapy based boys' anger management curriculum. I maintained timely documentation of services.

August 2011- September 2012, Basics Group Practice, 7610 Pennsylvania Ave, Forestville, MD 20747

INTERN

I was responsible for clinical assessment, treatment planning, and interventions. I delivered psychoeducation and performed psychological assessments using standardized measures. Interventions utilized in-home, outpatient, family, and group therapy formats. Furthermore, I provided skills training such as parenting skills, social skills, conflict resolution, academic motivation, coping skills, self-esteem building, activities of daily living, and anger management training to individuals and families. I assisted with medication management by providing referrals, helping to schedule appointments, and providing psychoeducation. I also provided educational and vocational assistance, regularly participating in treatment team meetings with schools, social services, justice, and other agencies. I maintained timely documentation of services and was on a regular on-call rotation for crisis counseling.



County of Onondaga
Office of the County Executive

J. Ryan McMahon II
County Executive

Ann Rooney
Deputy County Executive, Human Services

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Phone: 315.435.3516 Fax: 315.435.8582

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Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

June 7, 2019

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Article XII, Section 12.01 of the Onondaga County Administrative Code, I have appointed the following individual, subject to confirmation of the County Legislature, to the Syracuse/Onondaga County Planning Board:

APPOINTMENT:

James Stelter
207 Edna Road
Syracuse, New York 13205

TERM EXPIRES:

December 31, 2021

James Stelter will replace William Fisher.

Your confirmation of this appointment would be greatly appreciated.

Sincerely,

J. Ryan McMahon, II
County Executive

cc: Hon. John McBride, Chair, Planning and Economic Development Committee
Lori Tarolli, Esq., Law Department
Debbie Maturo, County Legislature

19 JUN -7 PM 2:46

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

207 Edna Road
Syracuse, NY 13205

315-345-5920
jstelter36@aol.com

James E. Stelter

Objective

To identify and promote projects that will have a sustainable influence on the growth of the City of Syracuse.

Summary of Qualifications

From 1968 to 2010 I worked for the Onondaga County Department of Transportation Division of Engineering. I retired after 42 years as a Civil Engineer with my last seventeen years reviewing and issuing permits for all commercial and residential project proposals on County highways. This review included traffic and drainage studies with determinations made of the impacts on the highway system and how they are to be mitigated. Also during this time I was a member of the staff for the Onondaga County Planning Board.

Education

Onondaga County Planning Federation for seventeen years
Many seminars relating to urban and rural development including "Pedsafe" a Pedestrian Safety Guide and Countermeasure Selection System
Cornell Local Roads Program, Central Technical Institute-Survey I & II, passed all three Civil Service test for Civil Engineer.

Professional

August 2005 ITE seminar on Pedestrian Safety
March 29th thru May 24th, Onondaga Citizens League on Urban Design and City Image.
Operate "Jim Stelter Consulting" dealing with property

21.

July 2, 2019

091

Motion Made By Mr. Jordan, Mr. Bush

RESOLUTION NO. _____

IN MEMORIAM

WHEREAS, it has pleased Almighty God to remove from this Earth, Charles A. Durham; and

WHEREAS, Charles A. Durham served as a County Legislator from January 1978–December 1989, proudly serving the 14th district; and

WHEREAS, during Charles A. Durham's tenure on the Legislature, he served on several standing committees; as Chairman of Legislative, Public Safety, and a Sub-Committee for Veterans' Affairs, Vice Chairman of Conservation & Recreation, and as a member of Health, Personnel, Social Services, Mental Health, Public Works, Environmental Conservation & Parks, Transportation, and Planning, Research & Development; and

WHEREAS, Charles A. Durham served in the Office of Congressman George Wortley from 1981-1989, where he proudly worked on immigration and veterans affairs; and

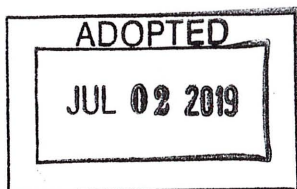
WHEREAS, Charles A. Durham proudly served in the United States Army, serving with the 213th Field Artillery in the Korean War and dedicated many years at General Electric; and

WHEREAS, Charles A. Durham leaves behind his son, Daniel, his daughter, Susan, three grandchildren, two brothers and four sisters, and it is the desire of this Legislature to express sympathy to Charles A. Durham's grieving family on the sad occasion of his passing; now, therefore be it

RESOLVED, that the members of the Onondaga County Legislature do hereby express sincere and heartfelt sympathy to Charles A. Durham's family and friends; and, be it further

RESOLVED, that this resolution be spread among the minutes of the Legislature and a copy be prepared and given to the family of Charles A. Durham.

Memoriam_Durham(2)
DLL
dak



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

2nd DAY OF July, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUL 1 - 706 61
RECEIVED
ONONDAGA COUNTY
LEGISLATURE

21

JULY 2, 2019
SESSION

LEGISLATOR

AYES:

NOES:

ABSENT:

1. MAY

17. ERVIN

2. ROWLEY

3. BURTIS

4. TASSONE

5. CODY

6. ABBOTT-KENAN

7. BUCKEL

8. RYAN

9. CHASE

10. HOLMQUIST

11. McBRIDE

13. BUSH

14. JORDAN

15. BOTTRILL

16. WILLIAMS

12. KNAPP

TOTAL

Mr. Jordan
requested a
waiver; no
objection. Waiver
allowed.

Adopted by
unanimous
vote cast.

17 0

July 2, 2019

092

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

CONFIRMING APPOINTMENT 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, has duly appointed the following individual to serve as a member of the Onondaga County Public Library Board of Trustees, subject to confirmation by the Onondaga County Legislature:

APPOINTMENT:

Sam Edelstein
1326 Cumberland Avenue
Syracuse, New York 13210

TERM EXPIRES:

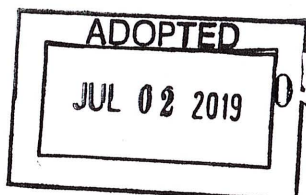
December 31, 2023

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 or until subsequent action by the County Executive.

Library Board
LHT
dak



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

2nd DAY OF July, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 16 AM 11:27

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

2.

July 2, 2019

093

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO ACCEPT DONATED
ITEMS

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

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

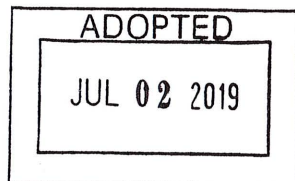
WHEREAS, these groups have been an integral part of ensuring the successful operation of the Onondaga County Department of Parks and Recreation; and

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

WHEREAS, the Friends of the Rosamond Gifford Zoo have offered to donate three light poles, along with installation fees, as part of the Zoo Boardwalk project, currently underway at Rosamond Gifford Zoo; now, therefore be it

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

2019 Friends of RGZ Donation Resolution
LHT
mmd
dak



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

2nd DAY OF July, 2019.

Deborah A. Maturro

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 17 AM 11:36

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

3.

July 2, 2019

094

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AMENDING THE 2019 ONONDAGA COUNTY BUDGET TO MAKE FUNDS AVAILABLE FOR
USE IN CONNECTION WITH THE NEW YORK STATE PAVE-NY PROGRAM, AND
AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, New York State's adopted 2019-2020 budget included for the PAVE-NY program to fund projects that improve the physical condition of local roads and help foster regional economic growth, and, Onondaga County's portion of PAVE NY funding has been determined to be \$1,281,137.27; and

WHEREAS, it is necessary to amend the budget to include such funds in the Onondaga County Department of Transportation's 2019 budget to repair and maintain County roads; now, therefore be it

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

RESOLVED that the 2019 County budget be amended as follows:

REVENUES:

In Admin. Unit 9310000000

County Road Fund

Speed Type #534030

In Acct. 590024 St Aid H-Way Cap Project

\$1,281,137

APPROPRIATIONS:

In Admin. Unit 9310000000

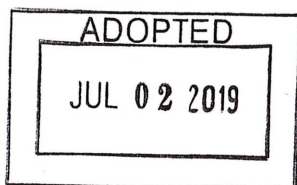
County Road Fund

Speed Type #534030

In Acct. 674600 Provision for Capital Projects

\$1,281,137

Pave NY
LHT
mmd
dak



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

2nd DAY OF July, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 17 AM 11:35

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

3

JULY 2, 2019
SESSION

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

4/

July 2, 2019

095

Motion Made By Mrs. Tassone, Mr. Jordan

RESOLUTION NO. _____

AMENDING THE 2019 COUNTY BUDGET TO PAY IN THE FIRST INSTANCE 100 PERCENT OF THE FEDERAL AND STATE AID ELIGIBLE COSTS AT A MAXIMUM AMOUNT OF \$2,375,000 FOR THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASES OF THE WEST TAFT ROAD PAVING PROJECT, PIN 3755.80, AND AUTHORIZING EXECUTION OF AGREEMENTS

WHEREAS, a project known as the West Taft Road 1R Paving Project, PIN 3755.80, 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 (\$2,000,000) and 20 percent non-federal funds (\$500,000) for a total Project cost of \$2,500,000; and

WHEREAS, the State of New York requires Onondaga County to contribute 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; and

WHEREAS, State funds are available to cover 75 percent of the non-federal share of the project (\$375,000), and local dollars are available in previously appropriated DOT capital funds to cover the remaining 25 percent of the non-federal share (\$125,000); and

WHEREAS, the County of Onondaga desires to advance the project and to pay in the first instance the federal share of the costs for the above project, in addition to the non-federal share of the project costs, filing afterward for reimbursement of eligible costs; now, therefore be it

RESOLVED, that the County Legislature hereby approves the project, agrees to participate in the project, 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 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 to pay in the first instance of the remaining share of the costs; and, be it further

RESOLVED, that the 2019 County Budget Capital Project Fund 40021 be amended as follows:

REVENUES:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

In Project 535184

West Taft 1R Road Paving Project,

Phase 3 - Construction

In Account 590014

Federal Aid Highway Capital Projects

\$2,375,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535184

West Taft Road 1R Paving Project,

Phase 3 – Construction

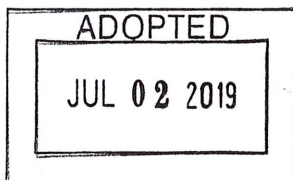
\$2,375,000

Taft Road 1R Paving Construction

LHT

mmd

dak



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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 17 PM 2:37

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

5.

July 2, 2019

096

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AMENDING THE DESIGN (SCOPING I-VI) AND RIGHT-OF-WAY INCIDENTALS PHASE OF THE CANALWAYS TRAIL EXTENSION PROJECT, PIN 3756.29 BY \$75,000, AND INCREASING THE AUTHORIZATION TO PAY IN THE FIRST INSTANCE 100% OF THE FEDERAL AID ELIGIBLE COSTS BY \$60,000, AMENDING RES NO. 75-2017, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, by Resolution No. 75-2017, the County Legislature approved the project for the Canalways Trail Extension 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 \$75,000 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 \$15,000, such amount being 20% of the total additional cost, and the additional federal share is estimated to be \$60,000, such amount being 80% of the total additional cost; and

WHEREAS, with the additional cost, the total cost for the project is now \$725,000, 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 \$145,000, such amount being 20% of the total cost, and the federal share is estimated to now be \$580,000, 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 \$15,000, are available; now, therefore be it

RESOLVED, that the Canalways Trail Extension Project authorized by Resolution No. 75-2017 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 \$75,000; 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. 75-2017 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. 75-2017, 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 535191

Canalways Trail Extension – Amend Design

In Account 590014

Federal Aid Highway Capital Projects

\$60,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535191

Canalways Trail Extension – Amend Design

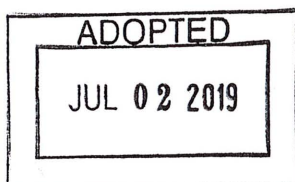
\$60,000

Canalways Trail Extension – Amend Design

LHT

mmd

dak



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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 17 PM 2:14

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

5

JULY 2, 2019
SESSION

LEGISLATOR

AYES:

NOES:

ABSENT:

1. MAY

17. ERVIN

2. ROWLEY

3. BURTIS

4. TASSONE

5. CODY

6. ABBOTT-KENAN

7. BUCKEL

8. RYAN

9. CHASE

10. HOLMQUIST

11. McBRIDE

13. BUSH

14. JORDAN

15. BOTTRILL

16. WILLIAMS

12. KNAPP

TOTAL

17 0

July 2, 2019

6.
097

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AMENDING THE 2019 COUNTY BUDGET TO FUND IN THE FIRST INSTANCE 100 PERCENT OF THE FEDERAL AID ELIGIBLE COSTS AT A MAXIMUM AMOUNT OF \$240,000 FOR THE DESIGN (SCOPING I-VI) AND RIGHT-OF-WAY INCIDENTALS PHASE OF THE PLATT ROAD BRIDGE OVER NINE MILE CREEK, PIN 3756.90, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, a project for the Platt Road Bridge (C-178) Project, PIN 3756.90, 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 (\$240,000) and 20 percent non-federal funds (\$60,000) for a total project cost of \$300,000; 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, previously appropriated DOT capital funds are available for the County share, now estimated to be \$60,000; and

WHEREAS, the County of Onondaga desires to advance the project and to pay in the first instance the federal share of the costs (\$240,000) for the above project, in addition to the non-federal share of the project costs, 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, 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 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 to pay in the first instance the federal share of the costs; and, be it further

RESOLVED, that the 2019 County Budget Capital Project Fund 40021 be amended as follows:

REVENUES:

In Admin. Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535197

Platt Road Bridge – Design

In Account 590014

Federal Aid Highway Capital Projects

\$240,000

APPROPRIATIONS:

In Admin Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535197

Platt Road Bridge – Design

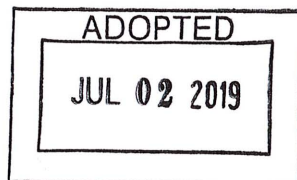
\$240,000

Platt Rd Bridge Design

LHT

mmd

dak



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

2nd DAY OF July, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 17 AM 11:36

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

July 2, 2019

7.
098

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AMENDING THE 2019 COUNTY BUDGET TO FUND IN THE FIRST INSTANCE 100 PERCENT OF THE FEDERAL AID ELIGIBLE COSTS AT A MAXIMUM AMOUNT OF \$320,000 FOR THE DESIGN (SCOPING I-VI) AND RIGHT-OF-WAY INCIDENTALS PHASE OF THE NORTH MANLIUS ROAD BRIDGE OVER LIMESTONE CREEK, PIN 3756.91, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, a project for the North Manlius Road Bridge (C-141) Project, PIN 3756.91, 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 (\$320,000) and 20 percent non-federal funds (\$80,000) for a total project cost of \$400,000; 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, previously appropriated DOT capital funds are available for the County share, now estimated to be \$80,000; and

WHEREAS, the County of Onondaga desires to advance the project and to pay in the first instance the federal share of the costs (\$320,000) for the above project, in addition to the non-federal share of the project costs, 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, 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 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 to pay in the first instance the federal share of the costs; and, be it further

RESOLVED, that the 2019 County Budget Capital Project Fund 40021 be amended as follows:

REVENUES:

In Admin. Unit 9310000000

Highway Division

Speed Type #532309

Capital Project 535198

North Manlius Bridge – Design

In Account 590014

Federal Aid Highway Capital Projects

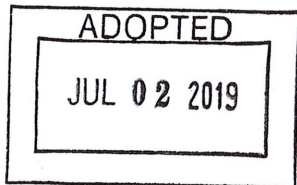
\$320,000

APPROPRIATIONS:

In Admin Unit 9310000000
Highway Division
Speed Type #532309
Capital Project 535198
North Manlius Bridge – Design

\$320,000

North Manlius Bridge Design
LHT
mmd
dak



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

2nd DAY OF July, 2019.

Deborah L. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 17 PM 2:16

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

8.

July 2, 2019

099

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

MAKING FUNDS AVAILABLE FOR USE IN CONNECTION WITH MAINTENANCE, REPAIRS,
AND REPLACEMENTS AT THE NBT BANK STADIUM

WHEREAS, the County is the owner of NBT Bank Stadium and ancillary facilities (Stadium), and the stadium has been used to host professional baseball teams; and

WHEREAS, the Stadium generates revenue from sponsorship programs, including naming rights, and the revenue is used in performing maintenance, repairs, and replacements; and

WHEREAS, the lease authorized with the newest tenant will be for a period of twenty-five years, it is reasonably anticipated that revenues will be generated at the Stadium throughout that period to support this appropriation, and, as such, it is necessary to amend the budget to make the funds available for use; and

WHEREAS, to incentivize the project's advancement, the Empire State Development Fund Program, through the Empire State Development Corporation (ESD) makes funding available for facility construction and rehabilitation, and the County anticipates an award of funding through such program; now, therefore be it

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

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

REVENUES:

In Admin. Unit: 6900000000

Parks and Recreation

In Speed Type #510040

In Project 522634

In Acct. 590057-Other Misc Revenues

\$3,600,000

In Acct. 590026-St Aid - Other Econ Assistance

\$12,500,000

APPROPRIATIONS:

In Admin. Unit: 6900000000

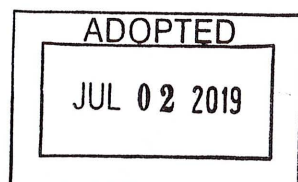
Parks and Recreation

In Speed Type #510040

In Project 522634

\$16,100,000

Stadium Revenue ESD
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Maturco

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUN -5 PM 1:51

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

8

JULY 2, 2019
SESSION

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

July 2, 2019

Motion Made By Mrs. Tassone

RESOLUTION NO. 100

BOND RESOLUTION

A RESOLUTION AUTHORIZING VARIOUS RENOVATIONS TO THE NBT BANK STADIUM IN AND FOR THE COUNTY OF ONONDAGA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$25,000,000, AND AUTHORIZING THE ISSUANCE OF \$8,500,000 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 renovations to the NBT Bank Stadium in and for the County of Onondaga, New York, including site improvements and incidental costs in connection therewith, are hereby authorized at an estimated maximum cost of \$25,000,000.

Section 2. The plan for the financing thereof is (i) by the issuance of \$8,500,000 bonds of said County herein authorized, (ii) by the appropriation of \$3,845,000 available funds, (iii) by the use of \$155,000 in-kind services, and (iv) by the application of \$12,500,000 State grants.

Section 3. It is hereby determined that the period of probable usefulness of the specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) 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. 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 County Executive is authorized to enter into contracts to implement the intent of this resolution.

Section 8. 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 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.

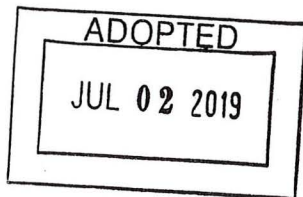
Section 10. This resolution, which takes effect immediately, shall be published in summary form in the Syracuse Post Standard, the official newspaper of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance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

ADOPTED: AYES: 16 NAYS: 1 ABSENT: 0

Dated: July 2, 2019

Approved: [Signature]
County Executive, Onondaga County

NBT Bank Stadium Bond Reso
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUN -5- NUG 61

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

9

JULY 2, 2019
SESSION

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

10.

July 2, 2019

101

Motion Made By Ms. Cody

RESOLUTION NO. _____

STANDARD WORK DAY AND REPORTING RESOLUTION

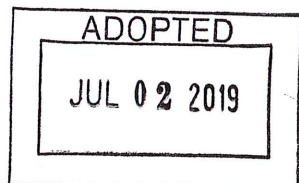
WHEREAS, the County of Onondaga hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this Legislature:

L Name	F Name	MI	Title	*Term Begins/Ends	Standard Work Day (hrs/day)	Days/Month (based on Record of Activities)	Tier 1	No record of activities completed
APPOINTED								
Harris	Isabelle	M	Econ Dev Spec	November 1, 2018 – December 31, 2019	7	23.45		

RESOLVED, that, pursuant to the requirements of 2 NYCRR 315.4, the Clerk of this Legislature is hereby directed to cause a copy of this resolution to be publicly posted for at least 30 days after adoption and, thereafter, to transmit this resolution and a supporting affidavit of posting to be filed with the New York State Office of the Comptroller within 15 days after the 30 day public posting period ends.

*Reflects the term of the Elected or Appointed Official making the appointment

RSWD July 2019
DLM
dak
LHT



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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

94:1144 8-NJC 61

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

July 2, 2019

102

Motion Made By Ms. Cody, Mr. May, Dr. Chase ,
Mrs. Ervin

RESOLUTION NO. _____

AMENDING THE RETIREE HEALTH PLAN REGARDING ELIGIBLE SPOUSES AND
DEPENDENTS

WHEREAS, the retiree health care plan allows eligible retirees to elect coverage for spouses and eligible dependents, provided the election is made prior to the date of retirement from County employment; and

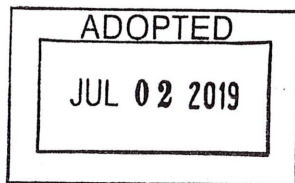
WHEREAS, it is desired to allow eligible retirees to elect health care benefits for spouses and/or eligible dependents after the date of retirement from County employment; now, therefore be it

RESOLVED, that the Retiree Health Plan hereby is amended to further allow retirees to elect health care benefits for any spouse and/or eligible dependent, after the date of retirement from Onondaga County employment, provided the retiree was eligible to receive retiree health care benefits at the time of retirement from County employment; and, be it further

RESOLVED, this Resolution shall take effect upon adoption for all current retirees and will also be in effect for any current employees once they retire after the date of this Resolution; and, be it further

RESOLVED, that Resolution No. 335-1992, as amended by Resolution No. 66-1993, as amended by Resolution No. 110-1993, and Resolution No. 156-1998, together with any other local legislation providing for retiree health benefits, are each deemed amended so as to be consistent with this Resolution, and such amendments contained herein do not alter rights, duties or obligations, if any, arising from any collective bargaining agreements still in effect.

Retiree - Spouse revised resolution (4816-7262-2481 1)
LHT
mmd
dak



FILED WITH CLERK
ONON. CO. LEG.

May 17, 2019
kmf

19 JUN 14 AM 10:35

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

2nd DAY OF July, 20 19.
Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

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

12.

July 2, 2019

103

Motion Made By Ms. Cody

RESOLUTION NO. _____

PROVIDING FOR VARIOUS PERSONNEL CHANGES

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

RESOLVED, that the following changes are authorized, effective the first full pay period after July 2, 2019:

Comptroller (Admin Unit 13-00)

Create L102257 Account Clerk 3 at Grade 8, \$46,269 – 51,159

Create L102258 Account Clerk 3 at Grade 8, \$46,269 – 51,159

Create L102260 Account Clerk 3 at Grade 8, \$46,269 – 51,159

Abolish L100158 Account Clerk 2 at Grade 7, \$42,543– 47,019

Abolish L100161 Account Clerk 2 at Grade 7, \$42,543 – 47,019

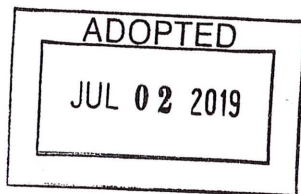
Abolish L100168 Account Clerk 2 at Grade 7, \$42,543 – 47,019

Abolish L100188 Account Clerk 2 at Grade 7, \$42,543 – 47,019

and, be it further

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

Personnel – Comptroller
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK

ONONDAGA CO. LEG.

May 20, 2019
KMF

20:6 AM 91 JUN 61

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

July 2, 2019

104

Motion Made By Ms. Cody

RESOLUTION NO. _____

AUTHORIZING THE SALE OF TAX DELINQUENT PROPERTY TO HONEYWELL
INTERNATIONAL INC.

WHEREAS, Lot Nos. 027.-01-09.2, 027.-03-10.1, 001.-02-01.3, 001.-02-04.0 in the Town of Geddes (Properties) have been abandoned by their record owner, Hanlin Group, Inc., a bankrupt and defunct entity, and are tax delinquent; and

WHEREAS, Hanlin Group, Inc. owes substantial back taxes, having not paid any taxes on the Properties for over twenty years; and

WHEREAS, the Properties, or parts thereof, are an Onondaga Lake Superfund Sub-Site known as the Linden Chemical and Plastics (LCP) Site which has been remediated by Honeywell International Inc. (Honeywell) pursuant to a consent order with the Department of Environmental Conservation (DEC); and

WHEREAS, monitoring and maintenance activities at the LCP Site as well as Honeywell's plan to construct the Erie Canal Trail extension across a portion of the Properties pursuant to its Natural Resource Damages Consent Decree obligations have resulted in Honeywell expressing a desire to purchase the Properties for remedial and public trail purposes; and

WHEREAS, the status of the Properties as a Superfund Sub-Site and accompanying use/site restrictions may negatively affect the market value and viability of the Properties for sale at public auction; and

WHEREAS, the County is the owner and holder of the tax sale certificates on the Properties, and it is the desire of this Legislature to authorize the sale of said Properties to Honeywell; now, therefore be it

RESOLVED, that the proposed action is a Type I action and this Legislature, as the sole involved agency, shall act as the Lead Agency for the purposes of the New York State Environmental Quality Review Act (SEQRA); and, be it further

RESOLVED, that the Full 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

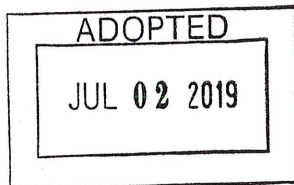
RESOLVED, that this Legislature hereby finds and declares, in accordance with Article 8 of the Environmental Conservation Law, a negative declaration under SEQRA because the proposed action will not have a significant adverse impact on the environment; and, be it further

RESOLVED, that the Onondaga County Executive, or his designee, is authorized to take such action(s) to comply with the requirements of SEQRA, including without limitation the execution of documents and the filing, distribution and publication of the EAF and Negative Declarations, and any other actions to implement the intent of this resolution; and, be it further

RESOLVED, that in consideration for payment of a purchase price of \$125,000, the County Executive, County Chief Fiscal Officer, and County Attorney be and hereby are authorized: to execute deeds to acquire the above mentioned Properties by tax deed, excluding therefrom the existing Cogeneration Facility situated on Lot No. 027.-03-10.1/3; to sell said Properties to Honeywell and to agree that the

Properties shall not be considered "Remedial Use" parcels under Section G of the parties' 2004 Stipulated Judgment (94-CV-390), as amended; to discharge any and all delinquent taxes owed to the County, together with any interest, penalties and administrative fees that may have accrued on such delinquent taxes; and, to execute agreements to further the intent of this Resolution.

LCP Site Tax Sale
BMY
dak



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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUN - 6 PM 2:04

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Tax Foreclosure and Sale		
Project Location (describe, and attach a general location map): LCP Bridge Street Site - Gerelock Rd. / Belle Isle Rd. in Town of Geddes		
Brief Description of Proposed Action (include purpose or need): County foreclosure on 4 tax delinquent parcels and subsequent sale to Honeywell International Inc.		
Name of Applicant/Sponsor: Onondaga County (Office of Real Property Tax Services)		Telephone: (315) 435-2426 E-Mail: donaldweber@ongov.net
Address: 421 Montgomery Street, 15th Floor		
City/PO: Syracuse	State: NY	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Donald Weber - Director - Real Property Tax Services		Telephone: (315) 435-2426 E-Mail: donaldweber@ongov.net
Address: 421 Montgomery Street, 15th Floor		
City/PO: Syracuse	State: NY	Zip Code: 13202
Property Owner (if not same as sponsor): Hanlin Group Inc.(defunct/bankrupt)		Telephone: n/a E-Mail: n/a
Address: 3100 Woodbridge Ave.		
City/PO: Edison	State: NJ	Zip Code: 08837

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

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

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Remediation Sites: 734049

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Industrial

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

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

If Yes,

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

C.4. Existing community services.

a. In what school district is the project site located? Solvay, Westhill, West Genesee

b. What police or other public protection forces serve the project site?

Geddes, NYS

c. Which fire protection and emergency medical services serve the project site?

Solvay Fire Department

d. What parks serve the project site?

Erie Canal Trail

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? sale of largely vacant former industrial land

b. a. Total acreage of the site of the proposed action? 101 acres

b. Total acreage to be physically disturbed? 0 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

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

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

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

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

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

ii. If Yes:

- Total number of phases anticipated _____

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

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

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

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____	

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

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

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☒ No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☒ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

c. Will the proposed action use, or create a new demand for water?

☐ Yes ☒ No

If Yes:

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

ii. Will the proposed action obtain water from an existing public water supply?

☐ Yes ☐ No

If Yes:

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

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☒ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☒ No

If Yes:

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

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

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

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

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

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

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☒ No

If Yes:

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

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

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

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?</p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>n. Will the proposed action have outdoor lighting?</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?</p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day?</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>ii. Will the proposed action use Integrated Pest Management Practices?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☒ Industrial ☒ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

remedial site with landfill, vacant, some grassland and marsh areas

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	8		0
• Forested			0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	70		0
• Agricultural (includes active orchards, field, greenhouse etc.)			0
• Surface water features (lakes, ponds, streams, rivers, etc.)			0
• Wetlands (freshwater or tidal)	2		0
• Non-vegetated (bare rock, earth or fill)			0
• Other Describe: landfill	+/- 20		0

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

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

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

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

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

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☒ Yes ☐ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
mercury, lead, PCBs, VOCs, SVOCs - 1950s to 1988 different chemical plants operated at site

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☒ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☒ Yes – Environmental Site Remediation database Provide DEC ID number(s): 734049
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): C734116, 734049, C734073, C734102, 734076, 7340...
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
Site has been remediated per 2000 ROD, ongoing monitoring and maintenance, engineering and institutional controls.

v. Is the project site subject to an institutional control limiting property uses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • If yes, DEC site ID number: <u>734049</u> • Describe the type of institutional control (e.g., deed restriction or easement): <u>Environmental Notice</u> • Describe any use limitations: <u>no disturbance or excavation, commercial/industrial use only</u> • Describe any engineering controls: <u>landfill cap, groundwater containments (barrier wall), groundwater collection and treatment</u> • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No • Explain: _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ %	
_____ %	
_____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site	
<input checked="" type="checkbox"/> Moderately Well Drained: _____ % of site	
<input type="checkbox"/> Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: <input checked="" type="checkbox"/> 0-10%: _____ % of site	
<input type="checkbox"/> 10-15%: _____ % of site	
<input type="checkbox"/> 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
ii. Do any wetlands or other waterbodies adjoin the project site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name <u>895-87</u>	Classification <u>C</u>
• Lakes or Ponds: Name _____	Classification _____
• Wetlands: Name <u>NYS Wetland, Federal Waters, Federal Waters, Fe...</u>	Approximate Size <u>NYS Wetland (in a...</u>
• Wetland No. (if regulated by DEC) <u>SYW-14</u>	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
Name - Pollutants - Uses: <u>Geddes Brook and tribs - Ammonia - Recreation; Aquatic Life</u>	
i. Is the project site in a designated Floodway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
j. Is the project site in the 100-year Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500-year Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. Name of aquifer: <u>Principal Aquifer, Primary Aquifer</u>	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p> <p>Indiana Bat</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: Eligible property: Enlarged Erie Canal Lock No. 50, Eligible property: STATE POLICE BLDG, Eligible property: SYRACUSE MO... iii. Brief description of attributes on which listing is based: _____ 	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): _____ ii. Basis for identification: _____ 	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles. 	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No 	

F. Additional Information

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


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

G. Verification

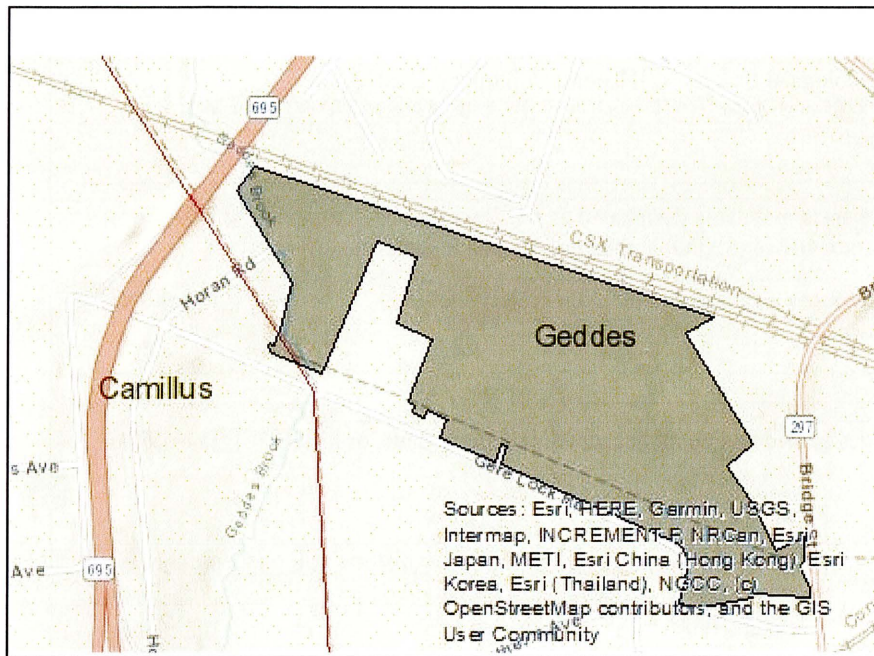
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Donald Weber

Date 5/30/19

Signature 

Title Director - Real Property Tax Services



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.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites:734049
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	734049
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C734116, 734049, C734073, C734102, 734076, 734066, C734119, 734008
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	895-87
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland, Federal Waters

Size]	
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	SYW-14
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Geddes Brook and tribs – Ammonia – Recreation;Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Enlarged Erie Canal Lock No. 50, Eligible property:STATE POLICE BLDG, Eligible property:SYRACUSE MOUNTED PATROL BLDG, Enlarged Lock No. 50, Olde Erie Canal
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Agency Use Only [If applicable]	
Project :	Tax Foreclosure & Sale
Date :	5/29/19

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features

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

☒ NO☐ YES

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

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

3. Impacts on Surface Water

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

☒ NO☐ YES

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

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

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

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

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

d. Other impacts: <u>None</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

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

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

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

☒ NO☐ YES

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

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

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

☒ NO☐ YES

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

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

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

☒ NO☐ YES

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

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

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

16. Impact on Human Health

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

☒ NO

☐ YES

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

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

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

☒ NO☐ YES

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

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

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

☒ NO☐ YES

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

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

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

The County is considering foreclosing on long tax delinquent property abandoned by the now defunct Hanlin Group Inc. and then selling the property to Honeywell International Inc.. Honeywell, in turn, may use the property for the Erie Canal Trail extension (consistent with historical uses and features) as part of their Natural Resource Damages Consent Decree obligations and pursuant to New York's Empire State Trail system plans. As such, any potential plans for development by Honeywell must be approved by the Federal and State NRD Trustees as well as the DEC because this is a Superfund sub-site with an Environmental Notice and site/use restrictions. Also, Honeywell will be responsible for ensuring any of its future plans for the site undergo SEQRA review by the agency(ies) with land use and/or site plan approval authority.

The proposed action under consideration is merely the sale of property for back taxes. The County will not take possession of the property; rather, it will foreclose and then immediately sell the property and transfer title to the buyer. The site has been effectively abandoned by the former owner and has over 20 years of back taxes. Honeywell's purchase of the property will allow it, as both the remedial party and owner, to better access, manage and maintain the site. This action would've been Unlisted except that it involves the sale of property comprising 101 acres (1 acre above the threshold) and would have been Type II if the property was sold at public auction. Considering the aforementioned, Onondaga County issues this negative declaration for purposes of Article 8 of the Environmental Conservation Law because the proposed foreclosure and sale will not result in any significant adverse environmental impacts.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

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

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

n/a

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

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

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

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

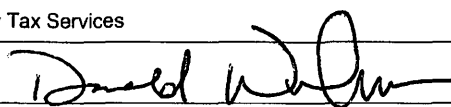
☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration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

Name of Action: Tax Foreclosure & Sale

Name of Lead Agency: Onondaga County

Name of Responsible Officer in Lead Agency: Donald Weber

Title of Responsible Officer: Director - Real Property Tax Services

Signature of Responsible Officer in Lead Agency: 

Date: 5/30/19

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Donald Weber

Address: 421 Montgomery Street, 15th Floor

Telephone Number: (315) 435-2426

E-mail: donaldweber@ongov.net

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

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

Other involved agencies (if any)

Applicant (if any)

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

13

JULY 2, 2019
SESSION

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

July 2, 2019

Motion Made By Mr. Ryan

RESOLUTION NO. _____

105

BOND RESOLUTION

A RESOLUTION AUTHORIZING COMPUTER AIDED DISPATCH (CAD) SYSTEM REFRESH IMPROVEMENTS IN AND FOR THE COUNTY OF ONONDAGA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$903,000, AND AUTHORIZING THE ISSUANCE OF \$903,000 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. Computer Aided Dispatch (CAD) system refresh improvements, including incidental costs in connection therewith, are hereby authorized at an estimated maximum cost of \$903,000.

Section 2. The plan for the financing thereof is by the issuance of \$903,000 bonds of said County hereby authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the class of objects or purposes is five years, pursuant to subdivision 32 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. 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 County Executive is authorized to enter into contracts to implement the intent of this resolution. In the event that the 2019 General Fund Operating Surplus Funds are available at the end of the 2019 fiscal year, and if the Chief Fiscal Officer of Onondaga County deems it fiscally advantageous to use surplus funds rather than borrowing, all or a portion of the cost of the improvements authorized herein shall be paid using such surplus funds. Further, in the event that 2019 General Fund Operating Surplus Funds are so utilized, then the authorization to issue bonds provided within this resolution is hereby rescinded accordingly, reduced by the amount of funds utilized.

Section 8. 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 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.

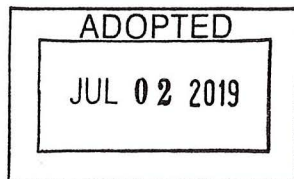
ADOPTED: AYES: 17 NAYS: 0 ABSENT: 0

Dated: July 2, 2019

Approved: [Signature]

County Executive, Onondaga County

E911 CIP CAD Refresh
LHT
mmd
dak



FILED WITH CLERK
ONON. CO. LEG.

May 17, 2019
KMF

19 JUN 13 PM 12:07

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

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

15.

July 2, 2019

106

Motion Made By Mr. McBride

RESOLUTION NO. _____

CONFIRMING APPOINTMENT TO THE SYRACUSE/ONONDAGA COUNTY PLANNING BOARD

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly appointed and designated pursuant to Article XII, Section 12.01 of the Onondaga County Administrative Code, subject to confirmation by the Onondaga County Legislature, the following individual to serve as a member of the Syracuse/Onondaga County Planning Board:

APPOINTMENT:

James Stelter
207 Edna Road
Syracuse, New York 13205

TERM EXPIRES:

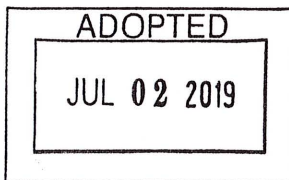
December 31, 2021

and

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

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

Planning - Stelter
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK
ONON. CO. LEG.

May 9, 2019
KMF

19 JUN 10 AM 10:26

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

15

JULY 2, 2019
SESSION

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

16.

July 2, 2019

107

Motion Made By Mr. McBride

RESOLUTION NO. _____

CONFIRMING APPOINTMENT TO THE TRUST FOR CULTURAL RESOURCES OF THE
COUNTY OF ONONDAGA

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly appointed and designated the following individual to serve as a member of the Trust for Cultural Resources of the County of Onondaga:

APPOINTMENT:

Robert Petrovich
2 Daybreak Lane
Syracuse, New York 13210

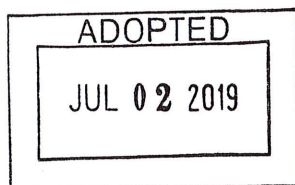
TERM EXPIRES:

August 3, 2021

WHEREAS, such appointment is made pursuant to Section 22.05 of the New York State Arts and Cultural Affairs Law, subject to confirmation by the Onondaga County Legislature; now, therefore be it

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

Cult Res Trust - Petrovich
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY -3 PM 3:03

ONONDAGA COUNTY
LEGISLATURE

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

17.

July 2, 2019

108

Motion Made By Mr. McBride

RESOLUTION NO. _____

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

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

REAPPOINTMENT:

Ms. Alison Miller
1416 Thornton Heights Road
Skaneateles, New York 13152

TERM EXPIRES:

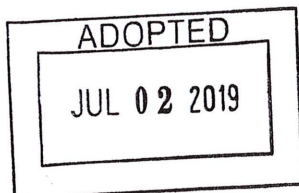
October 6, 2021

and

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

RESOLVED, that the Onondaga County Legislature does hereby confirm the reappointment of the above individual to serve on the Board of Directors for the Onondaga Civic Development Corporation for the term specified above.

OCDC - CE Appt
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY -9 PM 2:26

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

18.

July 2, 2019

109

Motion Made By Mr. McBride

RESOLUTION NO. _____

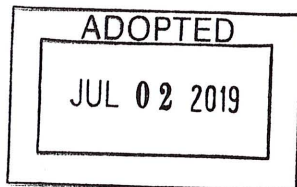
CONFIRMING APPOINTMENT OF ROBERT PETROVICH AS DIRECTOR OF ECONOMIC
DEVELOPMENT

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, has duly designated and appointed Robert Petrovich, 2 Daybreak Lane, Syracuse, New York 13210, to serve as the Director of the Onondaga County Department of Economic Development; and

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

RESOLVED, that the Onondaga County Legislature, does hereby confirm the appointment of Robert Petrovich to serve as Director of the Department of Economic Development, effective July 2, 2019.

Econ Dev - Director Petrovich
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 16 AM 8:55

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

July 2, 2019

110

Motion Made By Mr. McBride

RESOLUTION NO. _____

AUTHORIZING THE ONONDAGA COUNTY EXECUTIVE TO FILE THE 2019 ACTION PLAN
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME GRANT AND EMERGENCY
SOLUTIONS GRANT PROGRAMS

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to make grants to states and units of general local government to finance Community Development Block Grant Programs; and

WHEREAS, under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12721 et seq.), the Secretary of the U.S. Department of Housing and Urban Development is authorized to make grants to states and units of general local government which participate in the Community Development Block Grant Program to finance the Home Investment Partnership Grant (HOME) Program; and

WHEREAS, under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.), the U. S. Department of Housing and Urban Development is authorized to make grants to urban counties participating in the Community Development Block Grant Program under the Emergency Solutions Grant Program; and

WHEREAS, pursuant to the requirements of such Community Development Block Grant Program, the County has executed cooperation agreements with all the Towns and Villages within the County, which agreements specify that the County, the Towns and Villages will cooperate in undertaking or assisting in undertaking the Community Development Block Grant Program and, specifically urban renewal and publicly assisted housing; and

WHEREAS, pursuant to the requirements of such Community Development Block Grant Program, the Onondaga County Executive has appointed a Community Development Steering Committee to advise on the use of anticipated funds under such Community Development Block Grant Program; and

WHEREAS, such Community Development Steering Committee has solicited public input from all the cooperating Towns and Villages for the purpose of developing the Community Development Block Grant Program for Onondaga County; and

WHEREAS, the U.S. Department of Housing and Urban Development requires the submission of a single application, known as the Consolidated Plan, for the Community Development Block Grant, the Home Investment Partnership Grant, and the Emergency Solutions Grant; and

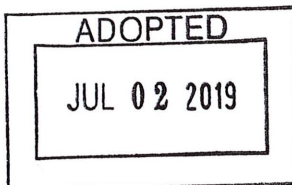
WHEREAS, such Community Development Steering Committee has agreed upon and made recommendations for the use of anticipated funds from the program through the development of the 2018 Action Plan; now, therefore be it

RESOLVED, that the Onondaga County Legislature does memorialize the Secretary of Housing and Urban Development to approve the 2019 Action Plan for a total grant application of \$3,142,673 including \$2,369,106 for the Community Development Block Grant (which includes the 2019 Community

Development Block Grant of \$2,269,106 and program income of \$100,000), \$607,529 for the HOME Grant, and \$166,038 for the Emergency Solutions Grant; and, be it further

RESOLVED, that the Onondaga County Executive is authorized to file the 2019 Action Plan with the Secretary of Housing and Urban Development for a total of \$3,142,673 and to execute all documents as may be required to implement the intent of this resolution.

CDBG 2019 Reso
LHT
mmd
dak



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

2nd DAY OF July, 20 19

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

RECEIVED
ONONDAGA COUNTY
LEGISLATURE
19 MAY 17 PM 2:14

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

July 2, 2019

Motion Made By Mr. Knapp

RESOLUTION NO. _____

Tabled
Replacement
Waiver 20.

AUTHORIZING THE TRANSFER OF TAX DELINQUENT PROPERTIES TO THE ONONDAGA COUNTY ACCOUNTABILITY & REINVESTMENT CORPORATION

WHEREAS, Onondaga County is the owner and holder of the tax sale certificates on the tax delinquent parcel listed below, and the Onondaga County Accountability & Reinvestment Corporation has need for said property for economic development purposes, consistent with its purposes under state law; and

WHEREAS, the parcel is intended to be ultimately sold to a subsequent buyer, and the interests of the County and of the wider public are served by this transfer, supported by consideration comprised of the Onondaga County Accountability & Reinvestment Corporation's effort and cost related to holding, marketing, and selling this parcel, with the goal of redevelopment and generation of greater revenues through real property taxes and sales taxes from such transfer; and

WHEREAS, the following tax delinquent parcel is to be transferred to the Onondaga County Accountability & Reinvestment Corporation:

028.-01-10.5 56 Industrial Drive (Town of Geddes)

now, therefore be it

RESOLVED, that the proposed action is an Unlisted action and this Legislature shall act as the Lead Agency for the purposes of the New York State Environmental Quality Review Act (SEQRA); and, be it further

RESOLVED, that the Short Environmental Assessment Form (SEAF) 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 has considered the proposed action, thoroughly analyzed the identified relevant areas of environmental concern, if any, and hereby finds and declares a negative declaration under SEQRA because the transfer of the property to the Onondaga County Accountability & Reinvestment Corporation will not result in any significant adverse environmental impacts; and, be it further

RESOLVED, that, contingent upon both parties having reached mutually agreeable terms and conditions for such transfer, for a consideration of \$1, waived, the County Executive and the Onondaga County Chief Fiscal Officer are authorized to execute deeds to acquire the above mentioned property by tax deed, to transfer said property to the Onondaga County Accountability & Reinvestment Corporation, and to discharge any and all unpaid interest and penalties thereon, excepting the year on which the tax deed is based, and it is further resolved that the County Executive is further authorized to execute agreements to further the intent of this Resolution.

56 Industrial - transfer tax delinquent
BMV
date

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

FILED WITH CLERK
ONONDAGA COUNTY LEGISLATURE
JUL 25, 2019
AM

20

JULY 2, 2019
SESSION

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				Mr. May requested a waiver. No objection; waiver allowed.
17. ERVIN				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				Mr. Rowley made a motion to table, seconded by Mr. Jordan.
6. ABBOTT-KENAN				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				Mr. Holmquist assumed the Chair so Chairman Knapp could debate at the podium.
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. BOTTRILL				
16. WILLIAMS				
12. KNAPP				
TOTAL				

<div>20</div> <div>Motion to table</div>				JULY 2, 2019 SESSION
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY	✓			Chairman Knapp ruled that a table for 30 days would be prudent, and the resolutions would be sent to the July committees.
17. ERVIN	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. ABBOTT-KENAN	✓			
7. BUCKEL	✓			
8. RYAN	✓			
9. CHASE	✓			
10. HOLMQUIST	✓			A vote was taken on the motion to table.
11. McBRIDE	✓			
13. BUSH	✓			
14. JORDAN	✓			
15. BOTTRILL		✓		
16. WILLIAMS	✓			
12. KNAPP	✓			
TOTAL	16	1		

22.

July 2, 2019

111

Motion Made By Mr. Jordan

RESOLUTION NO. _____

CONFIRMING APPOINTMENT AND REAPPOINTMENT TO THE ONONDAGA COUNTY
RESOURCE RECOVERY AGENCY

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

APPOINTMENT:

Alberto Bianchetti

19 Lee Ridge

Baldwinsville, New York 13027

TERM EXPIRES:

December 31, 2019

REAPPOINTMENT:

Travis Glazier

4938 Harvest Lane

Liverpool, New York 13088

TERM EXPIRES:

December 31, 2020

and

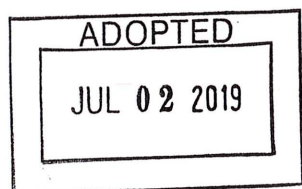
WHEREAS, it is the desire of this Legislature to confirm said appointments; now, therefore be it

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointment and reappointment of the above individuals as members of the Onondaga County Resource Recovery Agency for the terms specified above or until subsequent action by the County Executive.

OCRRA-Reapt and Appt 2019

LHT

dak



FILED WITH CLERK

ONON. CO. LEG.

May 9, 2019
KMF

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

2nd DAY OF July, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUN 11 AM 9:43

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

22

JULY 2, 2019
SESSION

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

JULY 2, 2019 SESSION

LOCAL LAWS

- A. A LOCAL LAW AUTHORIZING A LEASE AGREEMENT FOR THE USE OF NBT BANK STADIUM (Sponsored by Mrs. Tassone)**
- B. A LOCAL LAW AMENDING LOCAL LAW NO. 9-2009 TO EXTEND THE SIXTY-FIVE CENT SURCHARGE ON CERTAIN TELEPHONE ACCESS LINES FOR AN ADDITIONAL TEN YEARS (Sponsored by Mr. Ryan)**

RECEIVED
ONONDAGA COUNTY
LEGISLATURE
19 JUN 21 AM 10:20

A.

LOCAL LAW NO. _____ - 2019

A LOCAL LAW AUTHORIZING A LEASE AGREEMENT FOR THE USE OF NBT BANK
STADIUM

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

Section 1. Findings.

Onondaga County owns NBT Bank Stadium, and such stadium has been used to host professional baseball. The Community Baseball Club of Central New York, Inc. owns the right to operate a professional Triple-A minor league baseball team. To continue the stadium's use, it is necessary to authorize the execution of a lease and the lease hereby is authorized.

The term will be for an initial period, concluding on October 31, 2025, and an extended period, commencing on November 1, 2025, and concluding on October 31, 2043.

During each lease year of the initial term, the amount of the base rent is fixed at Two Hundred Thousand Dollars and 00/100 (\$200,000.00) for each such year, payable in seven (7) equal installments during the months of April, May, June, July, August, September, and October in the then current lease year.

During each Lease Year of the extended term, Lessee's base rent (per lease year) is set forth in the following schedule, payable in seven (7) equal installments during the months of April, May, June, July, August, September, and October during the lease year in question :

Lease Year Commences	Base Rent (Per Lease Year)
-------------------------	-------------------------------

November 1 in:	
2025	\$ 225,000
2026	\$ 225,000
2027	\$ 225,000
2028	\$ 225,000
2029	\$ 225,000
2030	\$ 250,000
2031	\$ 250,000
2032	\$ 250,000
2033	\$ 250,000
2034	\$ 275,000
2035	\$ 275,000
2036	\$ 275,000
2037	\$ 275,000
2038	\$ 275,000
2039	\$ 300,000
2040	\$ 300,000
2041	\$ 300,000
2042	\$ 300,000

The term concludes on October 31, 2043, unless earlier terminated pursuant to the lease agreement.

There shall be no additional rent beyond the Base Rent.

Section 2. Environmental Review.

The County of Onondaga accepts the determination that the proposed project is a Type II Action under the New York State Environmental Quality Review Act (SEQRA), with no further review of environmental impacts being required.

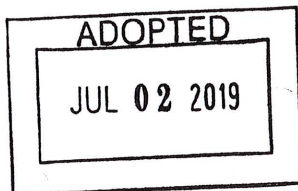
Section 3. Lease Authorized.

The County Executive is authorized to enter into any agreements and execute documents reasonably necessary to allow the Community Baseball Club of Central New York, Inc. to lease the NBT Bank Stadium for the proposed rent and terms described within Section 1 of this local law and the execution of documents hereby is ratified.

Section 4. Effective Date.

This local law shall take effect upon filing, consistent with the provisions of the Municipal Home Rule Law, subject to a permissive referendum.

LL – NBT Bank Stadium Lease
LHT
dak



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

2nd DAY OF July, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUN -5 PM 1:54

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Agreement"), dated as of [•] (the "Effective Date"), by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, hereinafter called the "Lessor", and the COMMUNITY BASEBALL CLUB OF CENTRAL NEW YORK, INC., hereinafter called the "Lessee";

WITNESSETH:

WHEREAS, the Lessor is the owner of a multipurpose stadium, currently referred to as NBT Bank Stadium, located within the City of Syracuse; and

WHEREAS, the Lessee, as an entity which owns the right to operate a professional Triple-A minor league baseball franchise in the International League (the "Franchise"), has agreed to lease the Stadium and its ancillary facilities for its operations;

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated as of February 21, 2012, (as amended, the "Original Agreement");

WHEREAS, Lessor and Lessee desire to amend and restate the Original Agreement by entering into this Agreement; and

WHEREAS, this Agreement shall amend, restate and supersede in its entirety the Original Agreement, subject to the terms and provisions contained herein;

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

ARTICLE I

TERM

1. Lessor, as landlord, shall lease to Lessee, as tenant, the property more particularly described in the legal description attached as Exhibit "A", including the stadium currently referred to as NBT Bank Stadium, the surrounding parking lots and other structures and improvements thereon contained in said attached legal description (the "Premises" or "Stadium"). As part of the compensation provided from Lessee to Lessor for the use of the Stadium under the terms and conditions of this Agreement, Lessee acknowledges that there is real and substantial value to Lessor in keeping a Triple-A baseball team in Onondaga County, using the Stadium as the Team's regular home field on a continuous and uninterrupted basis until October 31, 2043. In the event that Lessee ceases to have a team playing Triple-A baseball or its equivalent at the Stadium as its regular home field during the Term, and provided that the International League is a Minor League operating at the Triple-A level that permits a franchise to operate in Syracuse, New York, such action would constitute a material breach of this Agreement and Lessor, as its sole remedy therefor, would be entitled to terminate this Agreement and collect the Accelerated Rent and Relocation Assessment provided in Article XIV.

2. Lessee and Lessor mutually agree that, subject to the terms and conditions of this Agreement, including without limitation any rights to terminate this Agreement, Lessee shall utilize the Premises to provide for the play of amateur and professional Baseball Events and other Lessee Sponsored Events, which may include but are not limited to, professional Triple-A, high school, college and All-Star

baseball and other entertainment, recreational and promotional events, at the Stadium for an initial period commencing on the Effective Date, and ending on October 31, 2025 ("Initial Term"), with this Agreement to continue for a period commencing on November 1, 2025, and ending on October 31, 2043 ("Extended Term"). Unless otherwise specified within this Agreement, the Initial Term and the Extended Term together shall be referred to herein collectively as the "Term." Each "Lease Year" shall consist of the period commencing on November 1 of one calendar year and ending on October 31 of the next calendar year, except that the first Lease Year starts on the Effective Date and ends on October 31, 2019.

ARTICLE II

TENANCY

1. Lessee shall be a tenant of and operate the entire facility throughout the year. Lessee shall have the right to exclusively occupy seven thousand (7,000 ±) square feet of office space located within the Stadium ("Lessee Office Space"). Lessee, at its own cost and expense, may renovate the Lessee Office Space for its own needs and purposes. Any such renovations shall be subject to the requirements of Subparagraph 3 of Article V. Lessor shall vacate any and all portions of the Lessee's Office Space effective with the execution and delivery of this Agreement.

2. Lessee shall also have the right, to hold, schedule and conduct and permit third parties to conduct, amateur and professional Baseball Events, sports, entertainment, promotional, recreational or other events (collectively, "Lessee Sponsored Events"), including but not limited to, Triple-A, minor league, high school, college and All-Star baseball games, including the playoffs. Lessee shall bear all the costs for such events, including providing appropriate insurance with Lessor named as an additional insured and shall be entitled to all revenue directly generated from said events.

3. Lessee and Lessor shall reserve no less than thirty (30) dates between April 1st and September 30th for Community Use Events. The term "Community Use Events" is defined as events held by the County or its agents and by third-party local educational, charitable, or non-profit or philanthropic organizations with the consent of Lessee, which consent shall not be unreasonably denied or delayed, and without rental fees or other fees paid by the County, its agents, or such organizations for the usage of the Stadium to Lessee, provided, however, Lessee shall be entitled to recover reimbursement for its out-of-pocket expenses incurred in carrying out or permitting the particular Community Use Event. All dates scheduled by Lessee for ALS Tournament, SCSD Tournament, NYSPHSAA Section III Tournament, High School All-Star Game, Summer League Baseball, Challenger Baseball and Syracuse Golden Gloves Boxing shall be considered Community Use Events. All Lessor Sponsored Events are Community Use Events.

4. Not later than October 1st of each year, Lessee shall provide Lessor with a schedule of Lessee Sponsored Events, including field maintenance and recovery dates, at the Stadium for the following calendar year, as of the notice date. Whatever dates remain open shall be available to Lessor and Lessee for the conduct of other events as soon as Lessor or Lessee have a confirmed event to schedule, provided, however, that the following restrictions on Lessor's use shall apply: (i) Lessor shall not sponsor any professional Baseball Events at any time and Lessor shall not sponsor any football, soccer, lacrosse, equestrian or any similar field-damaging events at the Stadium unless the Lessor can demonstrate to the reasonable satisfaction of the Head Groundskeeper, or any other designee of the Lessee, that any damage to the field can be repaired, at Lessor's expense, so as to return the field to a condition where it is compliant with the MiLB Agreements and the Rules in time to permit the playing of the next scheduled Syracuse Mets baseball game, and (ii) Lessor shall not reserve more than half of the remaining dates. If

either party requests the use of the Stadium on any of the dates reserved by the other, either may allow such use, provided that the other supplies substitute dates for its use of the Stadium. No Lessor Sponsored Event shall unreasonably interfere with a Lessee Sponsored Event. Lessee shall make an updated schedule available to the Lessor on a weekly basis. The updated schedule shall include both Lessee and Lessor events. The schedule shall exclude events occurring within the Lessee Office Space. In addition, Lessor shall be able to reserve any and all dates in September after the conclusion of the baseball season, including the playoffs. During all Lessor Sponsored Events, Lessor agrees to honor Lessee's Concession Agreement.

5. Lessor shall reimburse Lessee for Lessee's actual cost of field maintenance, grounds keeping, and repair related to Lessor Sponsored Events, as verified solely by the grounds keeper. Field maintenance, grounds keeping and repair related to Lessor Sponsored amateur Baseball Events shall be performed by Lessee at Lessee's cost. Other than field maintenance, grounds keeping and repairs related to Lessor Sponsored Baseball Events, Lessee shall not be responsible to provide personnel or cleanup or perform any other service for any Lessor Sponsored Events. Provided, however, that for each year of the Initial Term and for each of the first four (4) years of the Extended Term, Lessor shall pay for field maintenance expenses up to Seventy-Five Thousand Dollars and 00/100 (\$75,000.00) per year. Notwithstanding the foregoing, Lessee will have full control over the personnel providing field maintenance/services and over the purchase of field maintenance supplies, equipment, and fuel.

6. Lessor and the Lessor's agents and other representatives shall have the right to enter into and upon the Stadium, or any part thereof, in the event of an emergency, and for the purpose of inspection, maintenance, repairs, Lessor Sponsored Events, or any other official County purpose. The right to enter shall include the Lessee Office Space and all non-emergency entry shall be upon reasonable notice to Lessee during normal business hours.

ARTICLE III **RENT**

1. During each Lease Year of the Initial Term, Lessee's base rent (per Lease Year) shall be fixed at Two Hundred Thousand Dollars and 00/100 (\$200,000.00) for each such year, payable in seven (7) equal installments during the months of April, May, June, July, August, September, and October in the then current Lease Year.

2. During each Lease Year of the Extended Term, Lessee's base rent (per Lease Year) shall be set forth in the following schedule, payable in seven (7) equal installments during the months of April, May, June, July, August, September, and October during the Lease Year in question:

Lease Year Commences November 1 in:	Base Rent (Per Lease Year)
2025	\$ 225,000
2026	\$ 225,000
2027	\$ 225,000
2028	\$ 225,000
2029	\$ 225,000
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2031	\$ 250,000
2032	\$ 250,000
2033	\$ 250,000

2034	\$ 275,000
2035	\$ 275,000
2036	\$ 275,000
2037	\$ 275,000
2038	\$ 275,000
2039	\$ 300,000
2040	\$ 300,000
2041	\$ 300,000
2042*	\$ 300,000

(*Note: The Term concludes on October 31, 2043, unless earlier terminated under this Agreement.)

3. There shall be no additional rent beyond the Base Rent.

ARTICLE IV

MAINTENANCE AND OPERATION OF THE STADIUM

1. Lessee's responsibilities

- a. Lessee shall be responsible, at its cost, for all normal, daily housekeeping, upkeep and operation of the Stadium, including but not be limited to grounds keeping and field maintenance, overseeing parking lot operation during Lessee Events, snowplowing (other than snow melt at the entrance and walk areas and plowing outside the Stadium, for emergency access, which shall be Lessor's responsibility as set forth in the attached Exhibit "B"), cleaning, security, and trash removal, including personnel and materials, supplies and equipment related thereto, as shown in the attached Exhibit "B".
- b. Lessor shall determine whether Lessee's daily housekeeping, upkeep and operation of the Stadium, meet minimum acceptable standards. If, in the estimation of the Lessor, these minimum standards have not been met, the Lessor shall provide Lessee with written notice of specific deficiencies. Lessee shall have thirty (30) days to correct such deficiencies. If Lessee fails to correct such deficiencies, Lessor may, at Lessee's expense, contract to have the specific deficiencies corrected.
- c. Lessee shall have the right to use, operate and store the field maintenance equipment described in Exhibit "E" attached hereto within the Stadium for the term of the Lease, and shall have exclusive use and access to the Field Maintenance Building and "Clay Room" in that regard.

2. Lessor's responsibilities

In addition to Lessor's grounds, facility and field maintenance responsibilities set forth in the attached Exhibit "B", Lessor shall also be responsible, at its cost, for maintenance and repairs to the Stadium, including, but not limited to, plumbing, lighting, electrical, heating, ventilation, air conditioning and painting, including materials, supplies and equipment related thereto. If Lessor shall fail to fulfill any of its maintenance, repair and/or replacement responsibilities under this Lease Agreement, including those maintenance, repair and/or replacement responsibilities set forth in Exhibit "B", Lessee shall provide Lessor with written notice of such maintenance, repair and/or replacement deficiency and Lessor shall have thirty (30) days to correct or commence correction (in the case where correction cannot be reasonably completed within such thirty (30)-day period) of the maintenance, repair and/or replacement deficiency except that if such maintenance, repair and/or replacement deficiency results in a condition

which (i) violates any federal, state, county and/or city rule, regulation, law, ordinance, code, order, directive or the like; or which (ii) places the health, safety and welfare of any person working at and/or attending a function at the Stadium in jeopardy and/or at risk; or which (iii) causes a condition which results in a cited violation of MiLB Agreements and/or the Rules (the items in (i), (ii) and (iii) being hereafter referred to as the "Emergency Deficiencies"), then Lessor shall without undue delay correct or commence correction of the Emergency Deficiencies and diligently work toward completion as soon as possible. Should Lessor elect not to correct any Emergency Deficiencies or not have funds available to correct any Emergency Deficiencies, then Lessee may, but shall not be obligated to, correct the Emergency Deficiencies for Lessor's cost and account and Lessee shall be entitled to a dollar-for-dollar credit against current and future Base Rent for all monies expended by Lessee to correct the Emergency Deficiencies which are the responsibility of Lessor. Lessee agrees to provide Lessor with copies of all supporting documentation evidencing the amount of expenditures made by Lessee and representing the credit taken against Base Rent.

Provided, however, that for each year of the Initial Term and for the first four (4) years of the Extended Term only, Lessor shall be responsible for the cost of field maintenance up to the limit set forth in Article II, section 5 as amended herein. Lessee will have full control over the personnel providing field maintenance/services. Further, Lessee shall make the final determination as to the supplies required for field maintenance each year. In the event that the cost of field supplies exceeds Seventy-Five Thousand Dollars and 00/100 (\$75,000.00), Lessee will be responsible for paying the amount of such excess cost. Lessor shall maintain the field in accordance with the professional standards of Minor League Baseball, the International League, and the Major League Baseball affiliate of Lessee. Lessee shall replace the field prior to either the 2020 or 2021 seasons (as determined by Lessee) at Lessee's sole cost and expense and Lessor shall be responsible for replacing the field at Lessor's sole cost and expense prior to each of the 2030 and 2038 seasons.

3. Limited Third-Party Management

Lessor agrees, during the term of this Lease, not to engage the services of any third party to manage any portion of the Stadium, except for Lessor Sponsored Events and then only if said third-party managers honor Lessee's existing Concession Agreement.

ARTICLE V **CAPITAL IMPROVEMENT PROJECTS**

1. Lessee may undertake capital improvements to the Stadium ("Lessee Capital Improvement Projects") upon submission of an improvement plan to Lessor, and with Lessor's consent, which consent shall not be unreasonably withheld
2. Lessee's Capital Improvement Projects shall be at Lessee's sole expense.
3. Lessee shall submit to Lessor for approval, all plans and specifications, including, but not limited to, stamped architectural drawings and engineering reports prior to commencement of any Lessee Capital Improvement Projects, such approval not to be unreasonably withheld, conditioned or delayed. Such plans and specifications shall be simultaneously submitted to the County Code Enforcement Officer for such officer's review. All plans and specifications must be in compliance with Onondaga County Codes. Lessor's approval must be in writing. Lessor's approval of such plans and specifications shall not constitute any assumption by the Lessor of any responsibility for their accuracy or sufficiency, which

shall be the sole responsibility of the Lessee.

4. Lessee Capital Improvement Projects reasonably constituting permanent fixtures or otherwise impacting the structural integrity of the Stadium shall be and become the property of Lessor, as owner of the Premises, at the expiration of the term of this Lease; provided that furniture and equipment included in a Lessee Capital Improvement Project shall not become the property of Lessor. Lessee shall be responsible for maintenance and repairs to Lessee Capital Improvement Projects during the term of this Lease except to the extent such maintenance and repair obligations are already included in Lessor's obligations set forth in this Agreement. For the purpose of clarity, the 2019 Improvements (as defined below) shall not constitute a Lessee Capital Improvement Projects.

5. Lessee's Capital Improvement Project work shall be performed in a workmanlike manner, and shall not cause damage to any part of the Stadium or adversely affect the structural integrity of the Stadium. Lessee agrees to cause all mechanics or other liens against the Stadium arising out of such alterations to be cancelled and discharged of record, by bond or otherwise at the election and expense of Lessee within thirty (30) days after filing thereof, with written notice to Lessee.

(a) Lessee shall require each party engaged by Lessee and any other party performing work or providing services in connection with the design and construction of any Lessee Capital Improvement Project to procure and maintain policies of insurance that relate to such work, with terms, limits, coverages and specifications at least as favorable for Lessor as those reflected in Lessee's insurance obligations under this Agreement (ARTICLE XVII), and Lessor shall be designated as Named Insured on all applicable policies.

(b) Lessee shall, and shall cause each party engaged by Lessee and any other party performing work or providing services in connection with the design and construction of any Lessee Capital Improvement Project, to indemnify, defend and hold harmless Lessor, Lessor's affiliates, and each of their respective officers, directors, shareholders, agents, employees, subsidiaries, successors and assigns from and all claims, losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the design and construction of a Lessee Capital Improvement Project.

6. Lessor shall provide \$25,000,000 (the "New Improvement Funds") for the design and construction of improvements to the Stadium, such improvements to be mutually agreed upon by Lessor and Lessee (the "2019 Improvements"), for the benefit of the Stadium and its operations. Lessor and Lessee shall cooperate in good faith to determine the 2019 Improvements, provided that the parties agree that the items listed within Exhibit "C" are hereby approved to be included in the 2019 Improvements, it being understood that the 2019 Improvements may not include all of the items listed. With respect to the maintenance and improvement items listed within Exhibit "D" (the "County Work"), the parties agree that no more than \$1,200,000 of the New Improvement Funds (the "County Allocation") may be used to pay for such County Work and Lessor shall be solely responsible for all costs incurred to complete the County Work in excess of the County Allocation. The parties agree that work listed on Exhibit "D" is subject to change as the project develops. Any substantial change of listed items is subject to approval of Lessor and Lessee. Lessor shall perform, or cause to be performed, the 2019 Improvements and shall pay all costs therefor from the New Improvement Funds. In addition, Lessor shall perform, or cause to be performed, the County Work and shall pay all costs therefor in excess of the County Allocation. Lessor shall prepare, or cause to be prepared, all plans and drawings required for the design and construction of the 2019 Improvements and Lessor shall pay all costs therefor from the New Improvement Funds. All such plans and drawings and any changes thereto shall be prepared by Lessor in consultation with Lessee and shall be subject to the mutual agreement of Lessor and Lessee, which shall not be unreasonably withheld by either party, and Lessor shall ensure that that the 2019 Improvements do not deviate from the

approved plans and drawings. Nothing in this Agreement shall obligate Lessor to provide funding for the 2019 Improvements in excess of the New Improvement Funds, and nothing herein shall obligate Lessee to provide any funding for the 2019 Improvements. Lessor and Lessee shall cooperate to determine the timeline for the performance of the 2019 Improvements and the County Work. The parties may agree to changes to the 2019 Improvements in writing. Lessor will procure all goods and services related to the performance of the 2019 Improvements and the County Work in a manner consistent with applicable law. In the event that the 2019 Improvements cost less than the amount of New Improvement Funds, the amount to be amortized as set forth in the Amortization Schedule attached hereto as Exhibit "F" shall be adjusted accordingly, with each such monthly amount reduced equally. If Lessor does not complete the 2019 Improvements by April 1, 2021, Lessee shall have the right to nullify and void this Agreement, by providing written notice to Lessor, provided that Lessor shall have thirty (30) days following its receipt of such notice from Lessee to complete the 2019 Improvements, and if the 2019 Improvements are completed by the end of such thirty (30) day period then the written notice provided shall be ineffective. Lessor shall not be liable for any performance failures, delays or work completion deadlines that are the result of circumstances beyond its control (Force Majeure). This includes, but is not limited to, acts of God, fire, flooding, natural disaster, war, terrorism, strikes or labor disturbance, previously unknown environmental issues or catastrophic event. In the occurrence of a Force Majeure event, the Lessor shall notify Lessee of said event and use all reasonable efforts to resume the improvement project as soon as possible. If this Agreement is nullified and voided as set forth in the immediately preceding sentence, the parties agree that the Original Agreement shall be reinstated and the terms and conditions of the Original Agreement shall govern the rights and obligations of Lessor and Lessee. Lessor shall ensure that the performance of the 2019 Improvements does not disrupt or interfere with the operations at the Stadium or any Lessee Sponsored Events. All work will be done in accordance with New York State Labor Law Articles 8 and 9 (prevailing wage).

7. (a) Lessor shall require each party engaged by Lessor and any other party performing work or providing services in connection with the design and construction of the 2019 Improvements to procure and maintain policies of insurance that relate to such work, with terms, limits, coverages and specifications at least as favorable for Lessee as those reflected in Exhibit "G", and Lessee shall be designated as Named Insured on all applicable policies.

(b) To the extent allowed by law, Lessor shall, and shall cause each party engaged by Lessor and any other party performing work or providing services in connection with the design and construction of the 2019 Improvements, to indemnify, defend and hold harmless Lessee, Lessee's affiliates and direct and indirect owners, and each of their respective officers, directors, shareholders, agents, employees, subsidiaries, successors and assigns from and all claims, losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the design and construction of the 2019 Improvements.

ARTICLE VI

CAPITAL REPAIR AND MAINTENANCE PROJECTS

1. Lessor shall be responsible for capital maintenance and repairs to all structural elements of the Stadium (but not with respect to any Lessee Capital Improvement Project). Lessor shall pay one hundred percent (100%) of said capital maintenance and repairs to the electrical, plumbing, HVAC, elevator systems and seating in the facility, unless such repairs are caused by a failure of Lessee to carry out its obligations under ARTICLES IV and V of this Agreement under which Lessee operates, manages and maintains the Stadium, in which case Lessor shall perform said maintenance or repair and Lessee shall pay Lessor's actual costs.

2. Lessor shall have the right to maintain, use, and operate its vehicles and equipment, and to store such vehicles and equipment in garages, offices, and other County-owned property at the Stadium in order to carry out its obligations pursuant to this Agreement. Lessor reserves exclusive use and access, without notice to Lessee, to the following areas identified on Exhibit "E":

- a) 1.A.04 Maintenance Garage
- b) 1.B.02 Women's/Personnel Lockers
- c) 1.B.03 Women's Toilet
- d) 1.B.04 Men's Toilet
- e) 1.B.05 Men's/Personnel Lockers
- f) 1.B.25 Maintenance Room
- g) 4.B.08 Storage

Lessee shall be entitled to access to the mechanical, electrical, HVAC and/or fire suppression systems located in the aforementioned areas and other areas of the Stadium.

3. Lessor shall retain Fifty Thousand Dollars (\$50,000.00) from Base Rent each year through 2038 and Sixty Thousand Dollars (\$60,000) from Base Rent from 2039 through 2042, to be deposited into an account to be known as the Stadium Improvement and Repair Project Account, where the funds within such capital project account shall be used for capital repairs, maintenance, and improvement projects in accordance with this Article VI. This account shall be under the exclusive control of the Lessor. Such expenditures shall be undertaken in the following manner:

- a) Any expenditure for approved infrastructure purposes that has a useful life greater than one year, the cost of which is less than or equal to Five Thousand Dollars (\$5,000.00) when considered as a single discrete project, may be made at the discretion of the Onondaga County Commissioner of Facilities Management.
- b) Any expenditure for approved infrastructure purposes, the cost of which is greater than Five Thousand Dollars (\$5,000.00) and not more than Twenty-Five Dollars (\$25,000.00) when considered as a single discrete project, shall be approved by the Office of the Onondaga County Executive in advance of incurring any obligation thereon.
- c) Any expenditure for approved infrastructure purposes, the cost of which is in excess of Twenty-Five Dollars (\$25,000.00) when considered as a single discrete project, shall be approved by both the Office of the Onondaga County Executive and the Onondaga County Legislature in advance of incurring any obligation thereon.

4. Lessor shall fund capital repairs and maintenance out of the designated Capital Repair and Maintenance account and other Lessor funding sources, in its sole discretion and subject to available appropriations. Such discretion shall not be limited by the terms of this Agreement.

5. Lessee shall submit to Lessor, on or before April 1st of each year, a list of recommended capital repairs and maintenance to the Lessor for consideration. On or before May 31st of each year, Lessor and Lessee shall meet and review said list. On or before October 31st, Lessor shall respond to Lessee's list of recommended capital repairs by providing Lessee with a list of any such recommended repairs that Lessor intends to undertake, including a tentative schedule for completing such repairs. Needed repairs that rise to the level of Emergency Deficiencies, as defined above, shall be undertaken without undue delay. Emergency Deficiencies may be subject to Legislative approval. Should Lessor not have funds available

to make and correct any Emergency Deficiencies, then Lessee may, but shall not be obligated to, correct the Emergency Deficiencies for Lessor's cost and account and Lessee shall be entitled to a dollar-for-dollar credit against current and future Base Rent for all monies expended by Lessee to correct the Emergency Deficiencies which are the responsibility of Lessor. Lessee agrees to provide Lessor with copies of all supporting documentation evidencing the amount of expenditures made by Lessee and representing the credit taken against Base Rent.

6. Capital repairs and maintenance projects shall be undertaken at the Lessor's sole discretion.

7. All work performed on such capital repairs and maintenance shall be performed by the Lessor or contractors retained by the Lessor.

8. Lessor agrees to provide a county maintenance worker to perform Lessor's maintenance work.

9. Lessor shall insure that all maintenance and service contracts with respect to the Stadium provide for service availability during scheduled Triple-A baseball games and other Lessee Sponsored Events. Lessor shall provide Lessee with copies of all applicable maintenance and service contracts and the telephone numbers of the County Control Room, the Facilities Management Commissioner, and the Facilities Deputy Commissioner, for assistance in handling service needs and emergencies when necessary. Lessee acknowledges and agrees to contact the County Control Room first among the telephone numbers set forth above.

ARTICLE VII **REVENUE**

1. For purposes of this Agreement, revenues directly generated at the facility shall be divided into to four tranches: operations related to Baseball Events, Lessee Sponsored Events (other than Baseball Events), Lessor Sponsored Events, and sponsorship activities. Lessee shall be entitled to retain all revenues from operations related to Baseball Events and Lessee Sponsored Events. Lessor shall be entitled to retain all revenues from Lessor Sponsored Events. Revenues generated from sponsorship activities shall be apportioned between the parties as follows below.

2. To determine how the revenues generated from sponsorship activities will be apportioned between the parties, sponsorship activities will be classified as falling into one of 4 relevant categories: Naming Rights, Advertising, Suite Sales, and all other types.

a. **Naming Rights:**

"Naming Rights" are defined as the right to designate the name of the Stadium and to grant one or more third parties the right to include such party's name, product name and/or logo and/or corporate identifiers in the name of the Stadium, and shall include the rights set forth in Exhibit "H" attached hereto and made part hereof.

Lessor reserves the right to grant the Naming Rights to one or more third parties and Lessor shall be responsible for all costs and expenses associated with the Naming Rights and shall collect and retain all revenues from Naming Rights, including without limitation with respect to Lessor's existing naming rights agreement with NBT Bank for the Stadium.

b. **Advertising:**

Advertising is defined as being a sponsorship activity in which compensation is given for the right to display the sponsor's name or logo on signage, tickets, and elements of the Stadium or to use the sponsor's name in marketing or promotional activities.

Subject to the terms of Section 2(a) of this Article VII with respect to Naming Rights, Lessor grants to Lessee the exclusive right to display or permit others to display advertising material at all locations in the Stadium at all times during the Term, and the exclusive right to grant event sponsorship and promotional rights at the Stadium during Baseball Events and Lessee Sponsored Events. Lessor shall not be entitled to receive any of the revenues generated by Lessee through the sale of such advertising, sponsorships and promotions. Lessee shall retain one hundred percent (100%) of all revenues from advertising described in this Section 2(b) during the Term and from all sponsorships and promotions during Baseball Events and Lessee Sponsored Events, and Lessee shall have control over the type and content of all such advertising, sponsorships and promotions. No such advertising shall be indecent or incompatible with the character and dignity of the Stadium and all proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Minor League Baseball facility.

Subject to exclusivities granted by Lessee to Stadium advertisers, Lessor shall have the rights to advertise during Lessor Sponsored Events and to collect and retain the revenues therefrom.

c. Suite Sales:

Suite Sales are defined as the right to use a suite within the Stadium, including the tickets or other documentation necessary to allow the sponsor's invited guests to access the suites during events and parking passes, as may be part of the specific sponsorship agreement.

Lessee shall retain the revenues from suite sales, except that Lessee shall not be entitled to any revenue for the suite provided by Lessor as part of the Naming Rights pursuant to the Existing or future Naming Agreement.

d. All other types:

Lessee shall retain the revenues from all other types of advertising and sponsorship activities other than the Naming Rights.

ARTICLE VIII **CONCESSIONS**

1. Lessee may enter into a concession agreement with a third party for the provision of food services, which shall mean all food and beverage services provided under a Concession Agreement, including dining, hospitality, suites, picnics, vending and concession services at, or through, fixed and portable concession stands, roving vendors, snack bars, liquor bars or other areas at the facility where food products are sold. The Lessee shall retain all revenues it receives from such Concession Agreement.

2. Lessor retains the right to review the non-proprietary provisions of such Concession Agreement,

which shall include a price schedule for concession services provided for non-concert Community Use Events at the Stadium and provision for fund raising by local charitable sporting and educational groups. Such Concession Agreement shall also include appropriate insurance requirements including a provision that the Lessor be named as an additional insured. Lessee agrees not to amend or modify the Concession Agreement submitted to Lessor for review in any way which materially conflicts with Lessee's obligations under this Lease without first obtaining the prior written approval of the Lessor.

3. Lessee shall have the right to grant sub-tenancy rights to a concessionaire of its choice during Baseball Season for food service premises, defined as all areas, improvements, fixtures and trade fixtures upon the Facility's premises which are, or may be in the future, used in connection with the operation of food services.

4. Lessee shall have the right to grant exclusive or non-exclusive concession rights to manage and operate food services at the Stadium for events sponsored by Lessor.

ARTICLE IX **PARKING**

1. Lessee shall retain all parking revenues for Triple-A baseball games and all other Lessee Sponsored Events at the Stadium. Lessor shall have the right to assure that parking revenues are safeguarded through proper development and monitoring of parking policies and procedures adopted and implemented by Lessee. In this respect, Lessor may periodically conduct an inspection of the revenue control policies and procedures in use by Lessee in the Stadium parking lot(s).

2. On an annual basis, Lessee shall advise and Lessor shall review, Lessee's gross parking revenues for the year and the per-park amount(s) charged in arriving at those gross parking revenues.

3. Lessor shall provide parking services and retain all parking revenue for Lessor Sponsored Events.

4. Lessor shall be entitled to unlimited parking access at the Stadium, while performing County functions.

ARTICLE X **UTILITIES**

1. During each year of the Initial Term and the Extended Term, Lessor shall be responsible for providing utilities at the Stadium, where the costs for such utilities are deemed to be included within the Base Rent for each such year and to be provided at Lessor's expense except as otherwise expressly provided herein. Utility costs shall include, but not be limited to, water, including water used for field maintenance, sewer, electric, including parking lot lights, propane and gas, and any demand charges imposed by National Grid or its successor, as well as any other utility imposed charges not related to actual utilities used and any rental or similar charges imposed by the utility for fixtures and/or equipment.

ARTICLE XI **TAXES**

1. Lessee shall be responsible for the payment, when due, of all assessments, special assessments, levies, charges, and other taxes imposed by any governmental authority, excluding Lessor, in connection with Lessee Sponsored Events and non-baseball activities at the Stadium and for any applicable sales and use taxes with respect to all of Lessee's activities at the Stadium. Lessee may contest the legal liability of any of the aforementioned impositions, and Lessor shall reasonably cooperate with any such contest.

ARTICLE XII **OPERATIONS**

1. Lessor's Commissioner of Parks and Recreation, or such officer's designee, along with Lessee's General Manager and/or other representative of Lessee shall meet regularly and in no event less than quarterly to review ongoing operations at the Stadium.

ARTICLE XIII **DEFAULT**

1. The occurrence of any of the following events shall constitute a default on the part of the Lessee hereunder entitling Lessor to terminate this Lease Agreement, whereupon Lessee shall vacate the property and remove its personal property and equipment forthwith (or failing to do so, Lessor may do so without liability to Lessee):

a. Lessee defaults in the payment of Base Rent when due and payable, and such default continues for ten (10) days after Lessee receives written notice of default by certified mail, return receipt requested; or

b. Lessee shall become insolvent or shall voluntarily suspend transaction of business or operations for thirty (30) days or more for no valid business reason; or Lessee shall file a voluntary petition in bankruptcy, reorganization, or shall enter into any arrangement with creditors under any present or future applicable federal, state or other bankruptcy or insolvency statute or law; or Lessee shall file an answer admitting (or shall fail to answer within thirty (30) days of filing) the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or Lessee shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors under any present or future applicable federal, state or other bankruptcy or insolvency statute or law, or shall apply for or consent to the appointment of any receiver or trustee of all or a part of its property; or Lessee shall institute dissolution or liquidation proceedings.

c. Lessee shall fail to comply with any material term (except the payment of Base Rent which is provided for in subparagraph (a) of this ARTICLE), or condition herein and such failure to comply continues for thirty (30) days after written notice of default by certified mail, return receipt requested.

ARTICLE XIV **NON-RELOCATION**

1. Lessee hereby acknowledges that Lessor shall be irreparably harmed by the transfer of the Franchise to a location other than the Stadium during the term of the Agreement. Further, Lessor has bargained for and expects the benefit of having a Triple-A team use the Stadium as its regular home field in Onondaga County on a continuous and uninterrupted basis until October 31, 2043 (excluding periods of time outside the season), provided that the International League is a Minor League operating at the Triple-A level that permits a franchise to operate in Syracuse, New York.

2. Accordingly, during the Initial Term and the Extended Term, Lessee hereby acknowledges and agrees that, except during the last eighteen (18) months of the Extended Term of this Agreement, if Lessee enters into any contract or agreement of any kind to either (a) transfer the Franchise to a location other than the Stadium without the prior written consent of Lessor, with such transfer to become effective during the Term of this Agreement, or (b) ceases to have a team playing Triple-A baseball at the Stadium as its home field, then if at the time either (a) or (b) occurs the International League is a Minor League operating at the Triple-A level that permits a franchise to operate in Syracuse, New York, Lessor shall be entitled to the following relief:

a. to collect the Accelerated Rent from Lessee, where the "Accelerated Rent" shall be the sum of the amounts of rent remaining under the Lease Agreement for the Initial Term and the Extended Term, as shown on the schedule in Article III ("RENT") and as measured from the date of Lessor's termination through the expiration of this Agreement on October 31, 2043; and

b. to collect the Relocation Assessment from Lessee, where the "Relocation Assessment" shall be equal to (i) the unamortized portion, as of the effective date of the termination of the Agreement, of the funds provided by Lessor, the City of Syracuse, and the State of New York for the 2019 Improvements, as set forth on the Amortization Schedule attached as Exhibit "F" hereto, minus (ii) the Accelerated Rent.

3. Lessee shall promptly pay the amounts of such relief upon written demand, without undue delay. All damages shall be calculated through the October 31, 2043 expiration date.

ARTICLE XV

ASSIGNMENT

1. The Lessee agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, nor the power to execute such contract to any other person, company or corporation, except to any future owner of the Franchise, without the prior express written consent of the Lessor.

2. Whenever the Lessee notifies Minor League Baseball and the International League of a proposed transfer of shares of the Lessee equal to 5% or more of the issued and outstanding shares of stock, the Lessee agrees to notify the Lessor of the notification to Minor League Baseball and the International League identifying the transferor(s) and transferee(s) by letters but specifying the total number of shares proposed to be transferred and the address of the transferee(s) as set forth in such notification to Minor League Baseball and the International League. If Minor League Baseball and the International League determines the proposed transfer to be a "control interest transfer" (as that phrase is defined in Rule 54, Regulation of Minor League Franchises, and approves the "control interest transfer", the Lessee agrees to

provide the Lessor with the name(s) of the transferee(s) and the number of shares that Minor League Baseball and the International League approved to be transferred. If Minor League Baseball and the International League determines that the proposed transfer does not constitute a "control interest transfer" or that the proposed transfer is a "control interest transfer" but declines to approve same, the Lessee shall not be obligated to provide the Lessor with any further information beyond that initially furnished. (Rule 54, attached hereto as Exhibit "I").

Any Minor League Baseball and International League "approved control interest transfer" shall be deemed an assignment for purposes of this Article XV and if said "control interest transfer" was not previously consented to in writing by the Lessor as required under Section 1 of this Article 15, then Lessor, within the thirty (30)-day period following the Lessee's required notification to the Lessor of the "approved control interest transfer", may declare this Lease to be in default and as its sole remedy may terminate this Lease upon no less than one (1) year prior written notice to the Lessee, or under circumstances where there is less than one (1) year left on the Term of this Lease, then no less a period of time than the remainder of the Term of the Lease.

ARTICLE XVI **INDEPENDENT CONTRACTOR**

For the purposes of this contract, the Lessee shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Lessee, the employees and agents of the Lessee shall neither hold themselves out as nor claim to be officers or employees of the Lessor, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the Lessor.

ARTICLE XVII **HOLD HARMLESS**

1. Regarding the operations and responsibilities concerning this Agreement, the Lessee and Lessor further covenant and agree to indemnify, defend and hold harmless each other, each other's affiliates and direct and indirect owners, and each of their respective officers, directors, agents, employees, subsidiaries, successors and assigns from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of it, its employees or agents.

2. Lessor covenants and agrees to, indemnify, defend, and hold harmless the Lessee, Lessee's affiliates and direct and indirect owners, and each of their respective officers, directors, shareholders, agents, employees, subsidiaries, successors and assigns for any loss or expense, action, liabilities, judgment, claims, and demands in law or at equity, incurred by Lessee directly or indirectly arising out of the environmental condition, including hazardous substances located on or under the site. Excepted therefrom, are any environmental conditions due to the acts, or lack thereof by the Lessee, and any hazardous substance used, generated, handled, managed, stored, treated or disposed of by the Lessee, its agents, successor, or assigns.

ARTICLE XVIII

INSURANCE

1. The Lessee agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) per occurrence with a Five Million Dollars (\$5,000,000.00) aggregate for Bodily Injury and Property Damage.
2. The Lessee also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.
3. In addition, the Lessee shall maintain Umbrella Excess Indemnity Insurance in the amount of Five Million Dollars (\$5,000,000.00).
4. The required insurance policies shall be endorsed to include the Lessor as an additional insured. Also, to include the provision that the issuing company (ies) shall endeavor to notify the Certificate of Insurance Holder, who shall be the County Attorney, located in the Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York 13202, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company (ies) shall endeavor to notify the County upon renewal of the policies.
5. Lessor agrees to insure the premises under a multi-peril all-risk policy insuring against physical damage of any nature to the Stadium resulting from all perils, including but not limited to fire, flood or other casualties in an amount not less than the greater of its appraised value or replacement cost.

ARTICLE XIX **CERTIFICATES OF INSURANCE**

Lessee agrees to show proof of compliance with its obligations to obtain insurance contracts, as described herein, and to provide copies of relevant policies and certifications as requested. Such certifications may include forms required by New York State, such as Workers' Compensation and Disability Insurance.

ARTICLE XX **STATUTORY COMPLIANCE**

Lessee covenants and agrees to comply in all respects with all federal, state and county laws which pertain hereto applicable to lessees of Lessor regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights. In addition, Lessee shall adhere to all necessary and required laws, statutes, and regulations put forth by local, state and federal authorities.

ARTICLE XXI
DAMAGE TO STADIUM FACILITY

1. Lessee shall at no cost to Lessor, repair any part of the Stadium that is damaged by the negligent or wrongful acts or omissions of Lessee, its agents, invitees, employees, contractors or subcontractors, or other visiting teams using the Stadium in connections with Baseball Events or Lessee Sponsored Events. If Lessee fails to promptly make such repairs, Lessor shall have the right, but not the obligation, to perform such repairs and charge Lessee for the cost thereof.

2. Lessor shall at no cost to Lessee repair any part of the Stadium that is damaged by the negligent or wrongful acts or omissions of Lessor, its agents, invitees, employees, contractors or subcontractors, or other visitors using the Stadium in connection with Lessor Sponsored Events. In the event that Lessor fails to repair said damage and that damage results in the creation of Emergency Deficiencies, then Lessee may, but shall not be obligated to, correct the Emergency Deficiencies for Lessor's cost and account and Lessee shall be entitled to a dollar-for-dollar credit against current and future Base Rent for all monies expended by Lessee to correct the Emergency Deficiencies which are the responsibility of Lessor. Lessee agrees to provide Lessor with copies of all supporting documentation evidencing the amount of expenditures made by Lessee and representing the credit taken against Base Rent.

3. In the event the Stadium is hereafter damaged or destroyed or rendered partially untenable for its intended use, by fire or other casualty insured under the coverage provided for herein, and provided the Facility is still deemed untenable by the Lessee, pursuant to the standards of tenantability for baseball teams in said league as detailed in Article XXVIII herein, then Lessor shall, within sixty (60) days after such casualty, commence repair of said Premises and expeditiously restore the same to substantially the condition in which it was immediately prior to the occurrence of the casualty, and, provided that Lessor shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage and that in no event shall Lessor be required to repair or replace Lessee's stock in trade, fixtures, equipment, furniture, furnishings, wall covering, carpeting and drapes. From the date of such casualty until the Stadium is so repaired and restored, provided that the damage was not due to omission or negligence of Lessee, rental payments and all other charges and items payable hereunder shall abate in such proportion as the part of the Stadium thus destroyed or rendered untenable bears to the total Stadium. In the event that Lessor fails to repair said damage and that damage results in the creation of Emergency Deficiencies, then Lessee may, but shall not be obligated to, correct the Emergency Deficiencies for Lessor's cost and account and Lessee shall be entitled to a dollar-for-dollar credit against current and future Base Rent for all monies expended by Lessee to correct the Emergency Deficiencies which are the responsibility of Lessor. Lessee agrees to provide Lessor with copies of all supporting documentation evidencing the amount of expenditures made by Lessee and representing the credit taken against Base Rent.

4. However, in the event that the Stadium is destroyed or rendered untenable (by fire or other casualty according to the standards herein) during the term of this Lease, then Lessor or Lessee shall have the right to terminate this Lease effective as of the date of the casualty, by giving one to the other within sixty (60) days of such casualty, if such casualty occurs within the baseball season, written notice of termination. If such casualty occurs outside the baseball season, the notice of termination shall be one hundred twenty (120) days. If said notice is given within the 60 or 120 -day period, as the case may be, the Lease shall terminate and all other charges shall abate as aforesaid from the date of such casualty, and Lessor shall promptly repay to Lessee any rent paid in advance which has not been earned as of the date of such casualty. If said notice is not given and Lessor is required or elects to repair or rebuild the Stadium as herein provided, then Lessee shall repair and replace its merchandise, trade fixtures, furnishings and equipment to at least their condition prior to the damage or destruction. Except as herein

expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other charges or items of additional rent as the result of a fire or other casualty.

ARTICLE XXII

DISPUTE RESOLUTION PROCEDURE

If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. An appointed mediator shall be given thirty (30) days in which to resolve the dispute as a condition precedent to either party commencing an action hereunder.

ARTICLE XXIII

APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by Lessor beyond monies appropriated and available for the purpose thereof. If Lessor shall fail to fulfill any of its maintenance, repair and/or replacement responsibilities under this Lease Agreement, including those maintenance, repair and/or replacement responsibilities set forth in Exhibit "B", Lessee shall provide Lessor with written notice of such maintenance, repair and/or replacement deficiency and Lessor shall have thirty (30) days to correct or commence correction (in the case where correction cannot be reasonably completed within such thirty (30)-day period) of the maintenance, repair and/or replacement deficiency except that if such maintenance, repair and/or replacement deficiency results in the creation of Emergency Deficiencies, then Lessor shall without undue delay correct or commence correction of the Emergency Deficiency and diligently work toward completion as soon as possible. Should Lessor not have funds available to correct any Emergency Deficiencies, then Lessee may, but shall not be obligated to, correct the Emergency Deficiencies for Lessor's cost and account and Lessee shall be entitled to a dollar-for-dollar credit against current and future Base Rent for all monies expended by Lessee to correct the Emergency Deficiencies which are the responsibility of Lessor. Lessee agrees to provide Lessor with copies of all supporting documentation evidencing the amount of expenditures made by Lessee and representing the credit taken against Base Rent.

ARTICLE XXIV

LICENSES AND PERMITS

The Lessee hereby agrees that it shall obtain at its own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

ARTICLE XXV

CONTRACT MODIFICATIONS

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

ARTICLE XXVI
SEVERABILITY

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

ARTICLE XXVII
CLAUSES REQUIRED BY LAW

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

ARTICLE XXVIII
**SUBSERVIENT TO BASEBALL RULES;
PROFESSIONAL BASEBALL STANDARDS; APPROVALS**

1. Subservient to Baseball Rules

a. Lessor acknowledges that Lessee and its operation and activities are subject in all respects to Lessee's various agreements related to its Minor League affiliation, including, without limitation, the Professional Baseball Agreement, the National Association Agreement, the Major League rules, the government documents for Lessee's league, each agency agreement and operating guidelines among the Baseball Teams and Minor League Baseball or Major League Baseball, copies of all of which are incorporated herein by reference and made a part hereof (the "MiLB Agreements"); and any rules issued or adopted by the Commissioner of Baseball, the President of Minor League Baseball or its Board of Trustees, Lessee's League, or otherwise, pursuant to applicable baseball rules (the "Rules"). Lessee shall comply with, and Lessor acknowledges Lessee's obligation to comply with, the MiLB Agreements and the Rules.

b. Lessee represents that as of the effective date of this Lease Agreement, the terms of this Lease Agreement comply with the requirements of the MiLB Agreements and the Rules. Lessee shall notify Lessor as soon as reasonably possible of any changes in the terms of the MiLB Agreements and/or the Rules which would or could affect Lessor's rights hereunder.

2. Professional Baseball Standards

The Stadium has a natural grass Professional Baseball field and playing surface (the "Playing Field") and it shall be maintained to meet or exceed Professional Baseball Standards for Professional Baseball Clubs. Upon executing this Lease, Lessee accepts the Playing Field "as is". Lessee, in cooperation and consultation with Lessor, shall be responsible for ensuring that the Stadium and the Playing Field continue to meet Professional Baseball Standards.

ARTICLE XXIX

LIST OF EXHIBITS

Exhibit A:	Legal Description of Premises to be Leased, including Stadium
Exhibit B:	Lessor's Grounds, Facility and Field Maintenance Responsibilities
Exhibit C:	2019 Improvements
Exhibit D:	County Work
Exhibit E:	Field Maintenance Equipment and Diagram with spaces reserved for exclusive use
Exhibit F:	Amortization Schedule
Exhibit G:	Required Insurance For Construction of 2019 Improvements
Exhibit H:	Naming Rights Signage Locations
Exhibit I:	MiLB Rule 54

ARTICLE XXX

NOTICES

Any notices required to be given pursuant to this Lease Agreement shall be in writing and shall be (i) hand delivered, effective upon receipt; (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt; or (iii) served by certified mail, postage prepaid, return receipt requested and addressed as follows:

To Lessor: Onondaga County Executive
 14th Floor
 421 Montgomery Street
 Syracuse, New York 13202

To Lessee: Community Baseball Club of Central New York, Inc.
 NBT Bank Stadium – One Tex Simone Drive
 Syracuse, New York 13208
 Attn: General Manager


With a Copy to: Community Baseball Club of Central New York, Inc.
 c/o New York Mets
 Citi Field
 120-01 Roosevelt Avenue
 Flushing, New York 11368
 Attn: General Counsel

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

COUNTY OF ONONDAGA

Dated: 5/23 2019


By:


J. Ryan McMahon, II
County Executive

COMMUNITY BASEBALL CLUB OF
CENTRAL NEW YORK, INC.

Dated: 5/20 2019

By:


PAUL Taglieri, VP
Printed name, title

\\adongov\Law\LW\DATA\MSODATA\Municipal\Chiefs-Mets, CBC & Stadium\Mets\NBT Stadium - Amend 5 - D R A F T - with Co Revisions 4-2-2019 (CBC Redline 4.10.18) & Co Revisions 5-1-2019.docx

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of Salina Marsh Lots #10, #12 and #13 and a portion of the abandoned Oswego Canal lands in said City and being more particularly described as follows:

BEGINNING at the intersection of the present southerly line of Second North Street with the former westerly line of the Oswego Canal, said line also being the westerly line of property now or formerly owned by the Muench-Kreuzer Candle Company, Inc.;

thence S. 28°-08'-05" W., along said westerly line of said Muench-Kreuzer Candle Company, Inc. property, a distance of 273.73 feet to a point in the northerly line of property now or formerly owned by the Central New York Regional Market Authority;

thence N. 43°-26'-20" W., along said northerly Central New York Regional Market Authority property line, a distance of 1620.09 feet to a point in the present easterly line of property now or formerly owned by the Penn-Central Railroad Company;

thence N. 39°-04'-05" E., along said Railroad Company easterly property line, a distance of 438.57 feet to the southwest corner of property now or formerly owned by the New York State Realty and Terminal Company;

thence northeasterly along the southerly line of said New York State Realty and Terminal Company property, on a curve to the right, said curve having a radius of 498.69 feet, a distance of 425.40 feet to a point of tangency in said line;

thence S. 69°-34'-25" E., along said southerly line of said New York State Realty and Terminal Company property, a distance of 95.17 feet to an angle point therein;

thence S. 58°-47'-10" E., along said southerly property line, a distance of 987.17 feet to a southeast corner of said New York State Realty and Terminal Company property;

thence N. 25°-12'-05" E., along an easterly line of said New York State Realty and Terminal Company property, a distance of 132.16 feet to the northeast corner thereof;

thence S. 58°-47'-10" E., along a southerly line of property now or formerly owned by the Penn-Central Railroad Company, a distance of 46.13 feet to an angle point therein;

thence N. 78°-33'-50" E., along said southerly property line, a distance of 63.85 feet to a point in the former easterly line of said Oswego Canal;

thence along said easterly line of said Oswego Canal, said line also being the westerly line of property now or formerly owned by Greyhound Lines, Inc., the following courses and distances to a point in the present northerly line of Grant Boulevard:

S. 28°-39'-05" W.,	64.28 feet
S. 30°-56'-05" W.,	132.16 feet
S. 30°-22'-05" W.,	132.11 feet
S. 26°-55'-05" W.,	100.76 feet

thence N. 62°-47'-20" W., along said northerly line of Grant Boulevard, a distance of 76.44 feet to a point in said former westerly line of said Oswego Canal;

thence along said westerly line of said Oswego Canal and said westerly line of said Muench-Kreuzer Candle Company, Inc. the following courses and distances to the place of beginning:

S. 28°-04'-15" W.,	228.62 feet
S. 25°-34'-05" W.,	373.56 feet

EXCEPTING and RESERVING from the hereinbefore described parcel of land a permanent easement to the City of Syracuse, said permanent easement being 25.0 feet in width lying westerly of and adjacent to said westerly line of said Oswego Canal, said permanent easement being between the northerly and southerly line of Second North Street, prolonged westerly for said distance of 25.0 feet. Purpose of said easement is for the operation, maintenance, construction and reconstruction of a water main within said easement area; together with ingress and egress over the streets as they now exist.

EXHIBIT "B"

MAINTENANCE, OPERATION AND MANAGEMENT

1. Personnel

- a. Lessor shall only be responsible for:
 - i. All wages and benefit expenses for Onondaga County Parks employees assigned to the Stadium.
 - ii. All wages and benefit expenses for Onondaga County Parks staff and compensation for all other personnel and contractors involved with Lessor sponsored events.
- b. Lessee shall be responsible for:
 - i. All wages, benefit, and other expenses relating to the EMS first responders, including fire panel observation personnel, and scoreboard operators at the Stadium except for County sponsored events.
 - ii. All wages benefit, and other expenses relating to the upkeep of the field. This includes, but is not limited to, the compensation of the head groundskeeper and the field maintenance crew.
 - iii. All wages, benefit, and other expenses relating to any personnel expenses not specified in this attachment that operate at the Stadium.

2. Grounds, Facility, and Field Maintenance

- a. Lessor shall only be responsible for:
 - i. Lawn mowing service outside the Stadium when needed.
 - ii. Snow melt at the entrance and walk areas and plowing outside the Stadium, for emergency access only.
 - iii. Repairs to the parking lots outside and around the stadium, including surface maintenance and striping.
 - iv. Maintaining the appearance of the flowerbeds in front of the Stadium.
 - v. Maintaining and replacing, when Lessor determines it necessary, the flats at the Stadium.
 - vi. Railroad crossing permit; maintain and keep in full force and effect.
 - vii. Infrastructure related repairs, replacements and work to the Stadium, when necessary including:
 - 1. The Electrical system and related equipment.
 - 2. The Field lighting, including keeping lighting system in compliance with MiLB Agreements and Rules and bulb replacement, except that aiming of lights shall be the responsibility of Lessee as set forth below in Section 2(b)(19).
 - 3. The Plumbing system and related equipment and fixtures.
 - 4. Glass repairs.
 - 5. Chain link fence repairs.
 - 6. Painting.
 - 7. The Heating, Ventilation, and Air Conditioning System and related equipment, including but not limited to, the energy management system and the replacement of filters.

8. The Doors, including all locks and other hardware.
9. Repairs to existing Scoreboard (This shall mean the Scoreboard which is in place as of January 1, 2012; any Scoreboard installed after January 1, 2012 shall be the responsibility of the Lessee.)
10. The Light Towers.
11. The Security System.
12. The Public Address System.
13. The Sound System, except for any sound system that is a component or components of any Scoreboard installed after January 1, 2012.
14. The Elevators.
15. The Fire Suppression System.
16. Replacement batteries for emergency exit lights.
17. Fire extinguishers, including regular charging, certification and replacement when necessary.
18. The Fire Alarm System.
19. The Stadium Seats.
20. The Stadium Roof(s).
21. The Structural Elements at the Stadium.
22. The field drainage system between the playing field and the drainage exit point.

b. Lessee will be responsible for:

- i. All grounds maintenance inside the Stadium including but not limited to:
 1. Fertilizers.
 2. Pesticides
 3. Field compounds.
 4. The Playing Field Infrastructure, including field sprinkler parts and repairs.
 5. Sod replacement, including but not limited to the sod farm.
 6. Tarps and nets including, but not limited to:
 - a. Field tarps including those that cover the pitcher's mound and home plate.
 - b. Home plate netting.
 - c. Batter's eye.
 7. Devices designed to repel birds.
 8. Athletic sports equipment, including but not limited to, replacing the portable pitching mound.
 9. Trash removal.
 10. Pest Control.
 11. Carpet Cleaning.
 12. Aeration of the field.
 13. Any professional membership concerning turf management.
 14. Analyzing the soil.
 15. Laser grading of the field.
 16. Annual Maintenance of field equipment including, but not limited to, replacing mower blades and repairs to the paint sprayer. [Lessor agrees to allow Lessee to utilize its field maintenance equipment utilized by the groundskeeper in maintaining the Playing Field. The fee for the usage of the County-owned equipment shall be included as part of Base Rent. Lessee agrees to maintain the equipment in good working condition for

the Term of the Lease or said equipment's useful life, at Lessee's expense.]

17. Any rental expenses regarding the maintenance of the field including, but not limited to, lifts, topdressers, or rollers/compactors.
18. Maintaining the cleanliness of the Stadium which includes, but is not limited to:
 - a. Degreasing the concourse after every home-stand.
 - b. Sweeping the concourse after every home game.
 - c. Cleaning the seating bowl after every home game.
 - d. Cleaning the restrooms after every game.
 - e. Cleaning the suites and press rooms after every game.
 - f. Cleaning other areas of the Stadium as use dictates.
19. Aiming of lights to baseball specifications.
20. Cleaning products for the entire Stadium.
21. Toilet paper for the entire Stadium.
22. Restroom supplies for the entire Stadium, including soap and paper towels.
23. Trashcan liners for the entire Stadium.
24. Safety and first aid supplies for every user, employee, and visitor of the Stadium.
25. Winterization of the Stadium including annual winterization of the irrigation system.
26. All maintenance, repair and replacement of any and all equipment for the use of concessions and related food and beverage services.

EXHIBIT C
2019 IMPROVEMENTS

Seats	Parking Lot repairs
Exterior paint	Exterior landscaping
Interior paint - offices, locker rooms, and other areas	Exterior repairs - repointing, spalled concrete, and caulking
Entrance Marquee digital board	MEPS tune-up HVAC and update systems
Clubhouse - upgrade	Elevator
Digital Outfield Signage	Upgrade & consolidation of concession stands
Batters Eye replacement scrim	Close up of upper deck seating - reducing quantity w/ scrim material
Distributed sound system, wiring, amps, and other related work	Press level upgrade
Left Field Club build or upgrade and expand Sauer Club	Kids Play area - rubber flooring and equipment
Bullpens - move to outfield	Weight room upgrade/enlargement & equipment
Lighting upgrade	Awnings - Suite level & part areas
Sports lighting upgrade	POS system for concession and merchandise (Bypass)
Team Store - Expansion and office entry area	IT - Upgrades WIFI, and other
Graphics - Way finding, Branding, Concessions	Ribbon Boards
Ticketing system equipment (Tickets.com)	Concession video board menus
Outfield wall padding/fence/and signage	Concourse Epoxy floors
FFE - Office upgrade	Restroom room fixture upgrade
360 boardwalk	Clubhouse plumbing fixture upgrades
Suites - Upgrade	Playing field resurface
Exterior suite party space upgrades	Upper deck gutter system
Stadium lighting	Concourse lighting
Main entry lighting	Batting cage lighting
Temporary and event power	Dugout electric heaters
Heat exchanger	Main concourse wash fountains

EXHIBIT D
COUNTY WORK

Hot water recirculation	Winterizing drain line
Water heating system	Sanitary piping
Suite and press level water coolers	Suite and press level kitchen sinks
Pipe hangers	
The following General interior lighting items: <ul style="list-style-type: none">- 2x4 LED Troffers- 2x1 LED Troffers- 1x4 LED Troffers	Stairwell lighting
Emergency and exit lighting	Parking lot lighting
Cooling tower	Heat pumps
Make Up air units	

Exhibit E

Field Maintenance Equipment and Diagram with spaces reserved for exclusive use

EXHIBIT "E"

FIELD MAINTENANCE EQUIPMENT

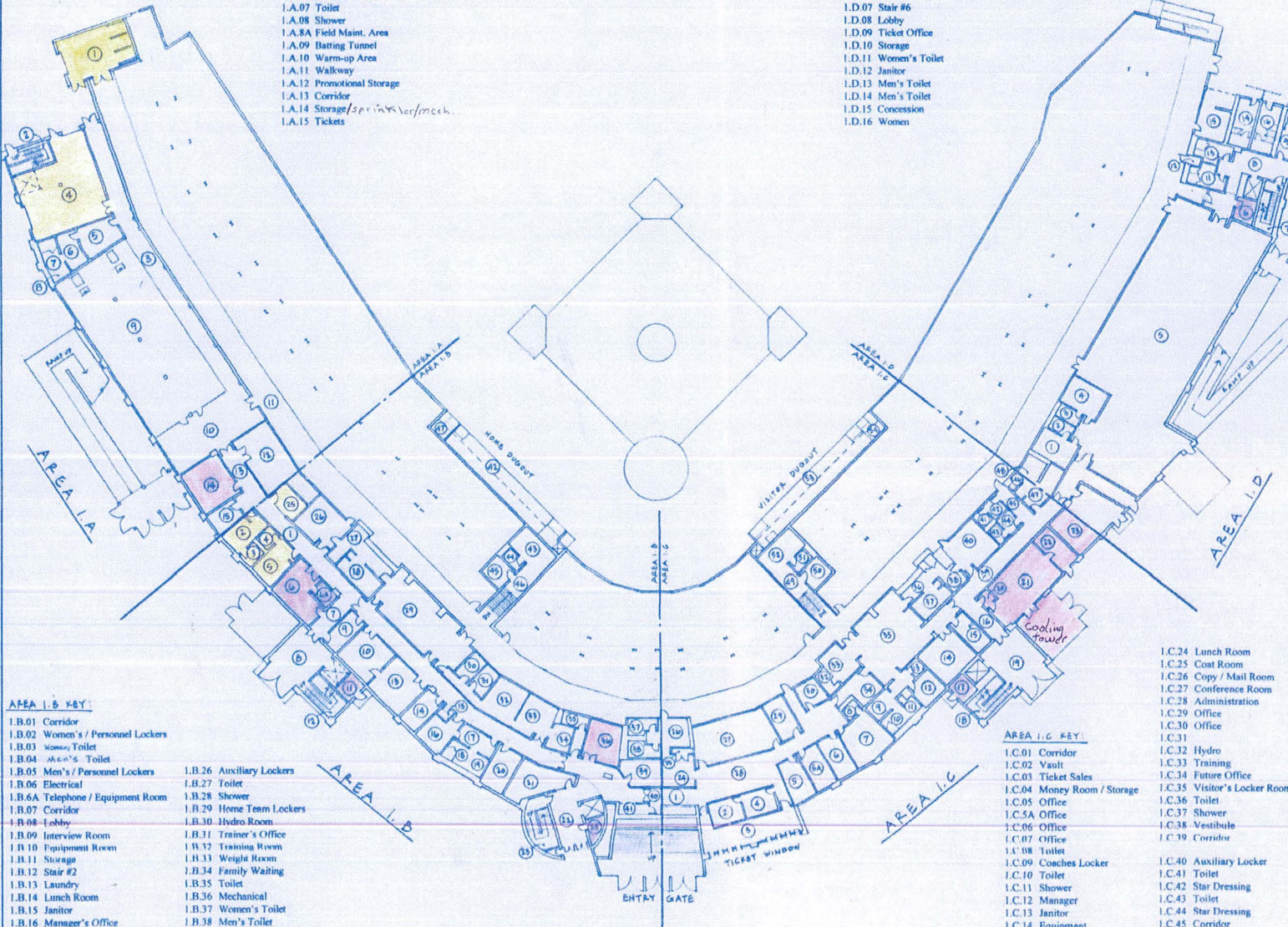
<u>Make</u>	<u>Model</u>	<u>Date of Purchase</u>	<u>Original Cost</u>
Toro	Groundsmaster 3505-D	3/17/2008	\$ 25,348.00
Toro	Sandpro 5020	3/17/2008	\$ 8,200.00
Toro	Workman 3200	4/1/2008	\$ 16,486.00
Cushman	DS 175	4/15/2008	\$ 24,727.00
Toro	Procore 648 Model 09200	4/1/2008	\$ 17,966.00
Toro	Pro Sweep 2500 Model 07065	4/1/2008	\$ 9,574.00
Little Wonder	Pro Edger Model 6032	4/1/2008	\$ 487.00
Toro	Greensmaster 1600	2001	\$ 4,000.00
Ryan	18" Sod Cutter	3/12/2008	\$ 3,244.00
Husqvarna	702 Mower	2008	\$ 340.00
Husqvarna	702 Mower	2008	\$ 340.00
Wacker	Plate Tamper		
Total			\$ 110,712.00

AREA 1.A KEY:

- 1.A.01 Field Maint. Storage
- 1.A.02 Stair No. 1
- 1.A.03 Corridor
- 1.A.04 ~~Runner Storage~~
- 1.A.05 Field / Maintenance Office
- 1.A.06 Field / Maintenance Office
- 1.A.07 Toilet
- 1.A.08 Shower
- 1.A.09 Field Maint. Area
- 1.A.10 Batting Tunnel
- 1.A.11 Warm-up Area
- 1.A.12 Walkway
- 1.A.13 Promotional Storage
- 1.A.14 Corridor
- 1.A.15 Storage / ~~sprinkler~~ ~~ceiling~~
- 1.A.15 Tickets

AREA 1.D KEY:

- 1.D.01 Locker
- 1.D.02 Toilet
- 1.D.03 Toilet
- 1.D.04 Lockers
- 1.D.05 Concession / Commission Kitchen
- 1.D.06 Elev. Mach. Room
- 1.D.07 Stair #6
- 1.D.08 Lobby
- 1.D.09 Ticket Office
- 1.D.10 Storage
- 1.D.11 Women's Toilet
- 1.D.12 Janitor
- 1.D.13 Men's Toilet
- 1.D.14 Men's Toilet
- 1.D.15 Concession
- 1.D.16 Women



AREA 1.B KEY:

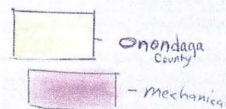
- 1.B.01 Corridor
- 1.B.02 Women's / Personnel Lockers
- 1.B.03 Women's Toilet
- 1.B.04 Men's Toilet
- 1.B.05 Men's / Personnel Lockers
- 1.B.06 Electrical
- 1.B.06A Telephone / Equipment Room
- 1.B.07 Corridor
- 1.B.08 Lobby
- 1.B.09 Interview Room
- 1.B.10 Equipment Room
- 1.B.11 Storage
- 1.B.12 Stair #2
- 1.B.13 Laundry
- 1.B.14 Lunch Room
- 1.B.15 Janitor
- 1.B.16 Manager's Office
- 1.B.17 Coaches Locker
- 1.B.18 Toilet
- 1.B.19 Shower
- 1.B.20 Conference Room
- 1.B.21 Novelty
- 1.B.22 Lobby
- 1.B.23 Stair #3
- 1.B.24 Elev. Mach. Room
- 1.B.25 Personnel A.M.T. Rm.
- 1.B.26 Auxiliary Lockers
- 1.B.27 Toilet
- 1.B.28 Shower
- 1.B.29 Home Team Lockers
- 1.B.30 Hydro Room
- 1.B.31 Trainer's Office
- 1.B.32 Training Room
- 1.B.33 Weight Room
- 1.B.34 Family Waiting
- 1.B.35 Toilet
- 1.B.36 Mechanical
- 1.B.37 Women's Toilet
- 1.B.38 Men's Toilet
- 1.B.39 Park / Rec. Office
- 1.B.40 Corridor
- 1.B.41 Reception
- 1.B.42 Dugout
- 1.B.43 Bat Swing Area
- 1.B.44 Toilet at dugout
- 1.B.45 Sump Pump Room
- 1.B.46 Dugout Tunnel
- 1.B.47 Camera Booth

AREA 1.C KEY:

- 1.C.01 Corridor
- 1.C.02 Vault
- 1.C.03 Ticket Sales
- 1.C.04 Money Room / Storage
- 1.C.05 Office
- 1.C.05A Office
- 1.C.06 Office
- 1.C.07 Office
- 1.C.08 Toilet
- 1.C.09 Coaches Locker
- 1.C.10 Toilet
- 1.C.11 Shower
- 1.C.12 Manager
- 1.C.13 Janitor
- 1.C.14 Equipment
- 1.C.15 Laundry
- 1.C.16 Corridor
- 1.C.17 Elevator Machine Room
- 1.C.18 Stair #5
- 1.C.19 Lobby
- 1.C.20 Mechanical / Foyer
- 1.C.21 Mech / Elec
- 1.C.22 Mechanical
- 1.C.23 Mechanical
- 1.C.24 Lunch Room
- 1.C.25 Coat Room
- 1.C.26 Copy / Mail Room
- 1.C.27 Conference Room
- 1.C.28 Administration
- 1.C.29 Office
- 1.C.30 Office
- 1.C.31
- 1.C.32 Hydro
- 1.C.33 Training
- 1.C.34 Future Office
- 1.C.35 Visitor's Locker Room
- 1.C.36 Toilet
- 1.C.37 Shower
- 1.C.38 Vestibule
- 1.C.39 Corridor
- 1.C.40 Auxiliary Locker
- 1.C.41 Toilet
- 1.C.42 Star Dressing
- 1.C.43 Toilet
- 1.C.44 Star Dressing
- 1.C.45 Corridor
- 1.C.46 Shower
- 1.C.47 Umpire Locker
- 1.C.48 Toilet
- 1.C.49 Tunnel
- 1.C.50 Sump Pump Room
- 1.C.51 Toilet
- 1.C.52 Bat Swing Area
- 1.C.53 Dugout
- 1.C.54 Camera Bay

1ST (SERVICE) LEVEL PLAN

SCALE: 1/32" = 1'-0"



SCALE: 1/32" = 1'-0"

DRAWN: AP

DATE: 4-5-01

JOB NO: 0001

DESIGNED BY: KALLQUIST & ASSOCIATES, ARCHITECTS L.L.P.

575 NORTH SALINA STREET • SYRACUSE, NY 13208 • FAX (315) 476-5420 • PH (315) 478-8371

1ST (SERVICE) LEVEL PLAN - KEY PLAN

ONONDAGA COUNTY PARKS

P&C STADIUM IMPROVEMENTS

SYRACUSE, NEW YORK

1ST (SERVICE) LEVEL PLAN - KEY PLAN

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SYRACUSE, NEW YORK

1ST (SERVICE) LEVEL PLAN - KEY PLAN

ONONDAGA COUNTY PARKS

P&C

- AREA 4-B KEY:**
- 4-B.01 Balcony
 - 4-B.02 Suite #2
 - 4-B.03 Storage
 - 4-B.04 Patio
 - 4-B.05 Corridor
 - 4-B.06 Men
 - 4-B.07 Women
 - 4-B.08 Stair #5
 - 4-B.09 Junior
 - 4-B.10 Men's
 - 4-B.11 Women's
 - 4-B.12 Sound Equip
 - 4-B.13 Meeting/Office
 - 4-B.14 Exterior Corridor
 - 4-B.15 Stair #3
 - 4-B.16 Lobby
 - 4-B.17 Suite #1
 - 4-B.18 Suite #1
 - 4-B.19 Suite #1
 - 4-B.20 Control Booth
 - 4-B.21 Radio Booth
 - 4-B.22 Radio Booth
 - 4-B.23 TV Booth
 - 4-B.24 TV Booth
 - 4-B.25 Cable Access Room
 - 4-B.26 Storage

4TH (PRESS) LEVEL PLAN
SCALE: 1/32" = 1'-0"

- AREA 4-C KEY:**
- 4-C.01 Balcony
 - 4-C.02 Press Entry
 - 4-C.03 Press Entry
 - 4-C.04 TV Booth
 - 4-C.05 PA Booth
 - 4-C.06 Writing Press
 - 4-C.07 Entry
 - 4-C.08 Women
 - 4-C.09 Corridor
 - 4-C.10 Men
 - 4-C.11 Patio
 - 4-C.12 Balcony
 - 4-C.13 Stair #5
 - 4-C.14 Storage
 - 4-C.15 Suite #1
 - 4-C.16 Suite #1
 - 4-C.17 Suite #1

KEY:
4-C.17 ROOF ACCESS PANEL



Sheet No.

4 of 4

ONONDAGA COUNTY PARKS
P & C STADIUM IMPROVEMENTS
SYRACUSE, NEW YORK

4TH (PRESS) LEVEL PLAN - KEY PLAN

SCALE:
1/32" = 1'-0"
DRAWN:
AP
DATE:
4.5.01
JOB NO:
0081

REVISED	DATE	BY

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THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE SITE AND PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES.

Exhibit F

Amortization Schedule

2019	\$25,000,000.00
2020	\$23,958,333.33
2021	\$22,916,666.67
2022	\$21,875,000.00
2023	\$20,833,333.33
2024	\$19,791,666.67
2025	\$18,750,000.00
2026	\$17,708,333.33
2027	\$16,666,666.67
2028	\$15,625,000.00
2029	\$14,583,333.33
2030	\$13,541,666.67
2031	\$12,500,000.00
2032	\$11,458,333.33
2033	\$10,416,666.67
2034	\$9,375,000.00
2035	\$8,333,333.33
2036	\$7,291,666.67
2037	\$6,250,000.00
2038	\$5,208,333.33
2039	\$4,166,666.67
2040	\$3,125,000.00
2041	\$2,083,333.33
2042	\$1,041,666.67
2043	\$0.00

EXHIBIT G

INSURANCE REQUIREMENTS FOR 2019 IMPROVEMENTS

a) **Commercial General Liability (CGL)**

i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGI- coverage must be a total of \$5 million per occurrence/\$5 million annual aggregate.

ii. The CGI- shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to, exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

iii. Products and Completed Operations in the minimum amount of \$5,000,000.

b) **Professional Liability (PL)**

i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5million annual aggregate.

c) **Automobile Liability (AL)**

i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.

ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) **Worker's Compensation/Employer's Liability (WC/EL)**

i. Coverage shall be maintained in accordance with New York State law.

e) **Notice of Cancellation (All Coverages) — 30 days**

EXHIBIT H
NAMING RIGHTS

1. **Signage.** [Sponsor] will receive prominent lighted display of its name and logo in no fewer than eight (8) locations on the building, including the most visible places from Route 81, the approach to the field, the scoreboard and the most photographed and prominent architectural elements. In addition, the County shall provide freestanding pennant-type flags in the parking areas bearing the [Sponsor] name and logo. The Stadium will be named and called "[Sponsor] Stadium". The County agrees that it will reference the [Sponsor] Stadium in any and all promotional and marketing materials produced by the County in connection with the use and promotion of the [Sponsor] Stadium including, without limitation, the County's website. All tickets to events at the Stadium shall bear the [Sponsor] logo and the name [Sponsor] Stadium. The County shall use its best efforts to cause anyone using the [Sponsor] Stadium facility to include the name [Sponsor] Stadium and logo in its promotional and marketing materials.

2. **Street Name.** The street now referred to as "Alliance Bank Parkway" shall be renamed "[Sponsor] Parkway".

3. **Use of Suite No. 301.** The County shall reserve the use of Suite No. 301 for [Sponsor]. The use of Suite No. 301 by [Sponsor] shall include twenty (20) tickets to all Triple A baseball games at the Stadium along with five (5) VIP parking passes.

4. **[Sponsor's] Own Events.** [Sponsor] shall have use of the [Sponsor] Stadium for its own events so long as it does not conflict with AAA baseball and other events scheduled for the facility. Said events will be coordinated with the Onondaga County Parks Department, and [Sponsor] will be responsible for all reasonable and customary use charges established by the Onondaga County Parks Department for community events held at the [Sponsor] Stadium.

5. The right to display [Sponsor] name and logo behind home plate on four (4) panels along the backstop wall, each panel measuring approximately forty-four inches by forty-two inches (44" x 42").

6. The right to display [Sponsor] name and logo on one (1) advertising sign on the outfield wall at the Stadium.

EXHIBIT "T"
MILB RULE 54

MAJOR LEAGUE RULES

MLR 54(a)

Rule 54

REGULATION OF MINOR LEAGUE FRANCHISES

(a) APPROVAL OF CONTROL INTEREST TRANSFERS.

(1) No Minor League franchise shall be leased or sublet to any operator other than the actual franchise holder unless approval is granted by its League, the President of its Minor League Association and the Commissioner. No Minor League Club may pledge its franchise (including its protected territorial rights) as security for any indebtedness unless it has first received the prior approval of its League, the President of the Minor League Association and the Commissioner.

(2) No sale, transfer, assignment, gift or bequest (including but not limited to the granting of a security interest) of any interest in a Minor League Club shall occur without the prior written approval of the President of the Minor League Association. The President of the Minor League Association shall determine whether a proposed transaction constitutes a Control Interest transfer subject to the enhanced review required by this Rule 54, and a determination of such issue by the President of the Minor League Association may not be appealed. The rules of Minor Leagues relating to ownership or Control Interest transfers, whether now existing or hereafter adopted, shall not be affected by this Rule 54 (so long as they are not inconsistent with this Rule 54) and any approval required from the League must be presented in writing to the President of the Minor League Association prior to his or her consideration. The term "Control Interest" is defined as the power or authority directly or indirectly to influence substantially the management policies of a Club. No approval under this Rule 54 is required for sales or transfers of Control Interests occurring pursuant to the terms of any written contract, option or right of first refusal executed on or before October 24, 1990.

(3) A Minor League Club must notify the Commissioner or the Commissioner's designee, the President of its Minor League Association and its League President, and provide to all three a detailed written description, of any Regulated Transaction in which the Minor League Club proposes to participate. Any written document memorializing the negotiations concerning the proposed Regulated Transaction (including a non-binding memorandum of understanding or a letter of intent) also must be disclosed as part of the required written description. If the President of the Minor League Association concludes that these documents do not contain adequate data, the President may require the submission of additional information in determining whether the proposed Regulated Transaction amounts to a "Control Interest" transfer. A "Regulated Transaction" is defined to include:

MAJOR LEAGUE RULES

MLR 54(a))

- (A)** sales or transfers of equity interests;
- (B)** loan agreements;
- (C)** stadium leases;
- (D)** television or radio rights sales;
- (E)** concession contracts having a potential duration of more than one year (including any options or renewals);
- (F)** naming rights agreements; and
- (G)** any contract having a potential duration (including any options or renewals) of five years or longer.

A material failure to make disclosures or furnish information required under this Rule 54 may, at the discretion of the President of the Minor League Association, result in the transaction being rendered null and void and will subject the Minor League Club or its owner to such fines or other penalties as the President of the Minor League Association may impose. The Commissioner and the Commissioner's designee, the President of the Minor League Association and the League Presidents shall treat the disclosures required by this Rule 54 as confidential information.

(4) If the President of the Minor League Association determines that a proposed Regulated Transaction may involve a Control Interest transfer, the President shall so notify the Minor League Club and its League, and the Minor League Club must provide the following information.

(A) In the case of a Control Interest transfer involving the transfer of an equity interest:

(i) A non-refundable processing fee of \$5,000 payable to the Minor League Association which may be waived if the President of the Minor League Association determines that the security investigation required by this Rule 54 has already been performed;

(ii) The proposed organizational structure of the entity that will own and operate the Club;

(iii) The names of all persons who will have an equity interest in the proposed ownership entity, the names of the individuals who will play active management roles, and the name of the individual who will have ultimate authority to act on all Club matters;

MAJOR LEAGUE RULES

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(iv) Biographical information on all persons who will have an equity interest in the proposed ownership entity and/or play an active management role on behalf of the Club, together with any release necessary to enable the Commissioner's Office (Security Division) and the President of the Minor League Association to conduct security investigations;

(v) A proposed three-year operating budget, and business plans and operating policies for the initial three years of new ownership;

(vi) As to each individual who will have a direct or indirect ownership interest of five percent or more, or who will have a Control Interest regardless of his or her ownership share, the most recent personal financial statement available or, if that is not available, his or her most recently filed personal federal income tax return and all attachments to the return;

(vii) If the acquiring entity is some enterprise other than a natural person, its audited (if available) or unaudited financial statements (including year-end balance sheets and statements of income) for the two most recent fiscal years, and the names of all partners, directors or principals in such entity;

(viii) Each potential owner (individual, corporate or otherwise) must identify any other enterprises or businesses in which he, she or it has an ownership interest of greater than five percent; in addition, all such potential owners must identify all professional sports, broadcasting, entertainment, cable or similar enterprises and any gambling-related businesses or enterprises in which such a person has any ownership or management interest, or is a trustee or director;

(ix) A detailed description of the sources of all financing that will be required to effect the proposed transaction, including the names of all lenders and underwriters and copies of commitment letters from the lenders and underwriters; and,

(x) Any additional information that the President of the Minor League Association may reasonably request.

(B) In the case of a Control Interest transfer other than a transfer of an equity interest, such information about the transaction or the parties as the President of the Minor League Association may reasonably request.

(5) After receiving the required information, and obtaining any required League approval, the President of the Minor League Association shall review the

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information and issue a decision as promptly as permitted by the circumstances. In determining whether to approve a proposed transfer, the President of the Minor League Association shall be guided by the following principles:

(A) **Responsibility and Accountability.** All proposed new owners must adopt business policies consistent with sound fiscal management. There also must be clearly designated persons within the ownership structure who are accountable to the Commissioner and the President of the Minor League Association for the operation of the Club and for compliance with all applicable Baseball rules. A single person must be identified as being able to exercise control of the franchise and being responsible for and able to make all Club decisions. That individual must represent that he or she will participate actively in the operation of the Club and will regularly attend Minor League and Minor League Association meetings.

(B) **Conflicts of Interest.** The President of the Minor League Association may disapprove any Control Interest transfers that involve actual or potential conflicts of interest. Among other things, the President of the Minor League Association may consider the following factors in determining whether a proposed transaction presents an actual or potential conflict of interest.

(i) **Forms of Organization.** The President of the Minor League Association may disapprove any form of ownership or business organization that may be subject to statutory or regulatory restrictions inconsistent with sound operation of a baseball franchise. (For example, some types of government ownership or non-profit ownership might have legal restraints that would prevent or impede sound operations.)

(ii) **Broadcasting Interests.** The President of the Minor League Association may disapprove a transaction involving a broadcasting interest if the President determines that the proposed transaction may threaten the ability of the Minor Leagues and their Clubs or the Major League Clubs to market their broadcasting rights in an orderly manner.

(iii) **Cross-Ownership and Agents.** The President of the Minor League Association may disapprove the transfer of a Control Interest in a Minor League Club to a Major League Club that has a PDC with another Minor League Club in the same League. Similarly, the President may disapprove the transfer of a Control Interest in a Minor League Club to any entity that has an ownership interest in another Club in the same League. Further, the President of the Minor League Association may disapprove a transfer of a Control Interest in a Minor

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League Club to an entity that owns other Minor League Club interests if the President of the Minor League Association concludes that the transfer may create conflicts within the Minor League Association or the Minor League Association Board of Trustees, or if assets of one franchise are pledged to secure indebtedness incurred to purchase an interest in another franchise. Finally, the President of the Minor League Association may disapprove the transfer of an ownership interest in a Minor League Club to persons having agency relationships with players, owners or other employees of Major or Minor League Clubs.

(C) Financial Viability. All proposed new owners of Minor League Clubs must demonstrate to the satisfaction of the President of the Minor League Association that the franchise:

(i) Has and can maintain an equity-to-liabilities ratio of at least 55 to 45.

(ii) Has a ratio of current assets to current liabilities of at least 1.0 after any injection of capital by the new owner.

(iii) Has prepared Cash Budgets, Pro Forma Sources and Uses of Funds Statements, Pro Forma Financial Statements, or a business plan based on reasonable assumptions that shows the franchise will be able to fund the three-year operating budget described in Rule 54(a)(4)(A)(v).

(iv) In determining equity-to-liabilities ratio, the following rules apply:

(aa) Non-current baseball assets are reflected in the calculations at the greater of the amount reported in the Club's financial statement or \$4,000,000 (AAA), \$2,500,000 (AA), \$1,000,000 (A) and \$750,000 (Short A/Rookie).

(bb) All deferred revenues are excluded from the ratio calculation. This is accomplished by reducing both assets and liabilities by the amount of deferred revenues reported.

(cc) For non-current, non-baseball assets, where appraisals are not available, historical cost is used as the basis of the asset.

(dd) Debt incurred for stadium acquisition or improvements (including video displays, scoreboards, etc.) is excluded from liabilities in the calculations.

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(ee) Loans or advances from stockholders, partners, etc. are considered to be equity and, therefore, are excluded from liabilities in the calculations.

(ff) Loans or advances to stockholders, partners, etc. are considered to be equity reductions and, therefore, excluded from assets in the calculations unless it can be demonstrated by the Club that the amounts will be repaid within a reasonable time period. In these instances, the loans or advances will be considered noncurrent, non-baseball assets for 55-to-45 purposes.

(D) **Subsidiary or Family Relationships.** In determining whether to approve a Control Interest transfer, the President of the Minor League Association may consider whether ownership of a Minor League Club by a corporate subsidiary or relative of another owner might create a conflict of interest or is otherwise not conducive to sound operations. The President of the Minor League Association also may disapprove the transfer of a Control Interest in a Minor League Club to a relative of a person who would be subject to disapproval under this Rule 54.

(E) **Local Ownership and/or Management.** A prospective new owner of a Minor League Club also must establish that the franchise would be owned and/or managed by individuals with strong ties to the local community. This local ownership and/or management is necessary to assure an adequate local playing facility, solid fan support and long-term local government support. Moreover, the local ties of the new owner must be such that he or she has a strong interest in maintaining the stability of the franchise in its existing location. Any intent to relocate the franchise also must be stated.

(F) **Gambling Interests.** The President of the Minor League Association shall disapprove any transfer of any interest in a Minor League Club to a person or entity that has any ownership interest whether direct or indirect, or as sole proprietor, shareholder, member, general or limited partner, trustee, trust beneficiary, or other beneficial owner, management ties to or relationships that create an appearance of ownership or control of (including, without limitation, landlord-tenant relationships) Legalized Gaming Enterprises (as defined in this Rule 54(a)(5)(F)). Notwithstanding the foregoing, such prohibition shall not be applicable to any investment interest in a Legalized Gaming Enterprise or Permitted Lottery (as defined in this Rule 54(a)(5)(F)) that does not represent in excess of 1% of any class of securities (or class of other ownership interests) of such entity. In addition, such prohibition shall not apply to the breeding and ownership of racehorses. The

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foregoing exceptions set forth in this Rule 54(a)(5)(F) shall not apply to any Legalized Gaming Enterprises that allow, or are seeking to allow, betting on professional or amateur sports or any other game that involves or refers to professional or amateur sports in any manner. As used in this Rule 54(a)(5)(F) and in Rule 54(a)(6):

(i) "Legalized Gaming Enterprises" shall include all entities that are engaged, directly or indirectly, in legalized gambling operations, including, without limitation, casinos, jai alai frontons, horse or dog race tracks, off-track betting organizations, gaming enterprises operating on riverboats and Indian reservations, and bingo parlors, as well as all entities or governmental authorities that own, operate, oversee or otherwise exercise any ownership or managerial control over any such entity (but shall not include "Permitted Lotteries," as defined in Rule 54(a)(5)(F)(ii)); and

(ii) "Permitted Lotteries" shall include any federal, state or provincial lottery that does not offer, promote or have any involvement, whether direct or indirect, in any form of sports betting.

(6) No Minor League Club, nor any owner (whether direct or indirect, or as sole proprietor, shareholder, member, general or limited partner, trustee, trust beneficiary, or other beneficial owner), officers, directors or employees (whether full-time, part-time or seasonal) of a Minor League Club shall acquire or maintain an ownership interest in, management ties to or relationships that create an appearance of ownership or control of (including, without limitation, landlord-tenant relationships) Legalized Gaming Enterprises. Notwithstanding the foregoing, such prohibition shall not be applicable to any investment interest in a Legalized Gaming Enterprise or Permitted Lottery that does not represent in excess of 1% of any class of securities (or class of other ownership interests) of such entity. In addition, such prohibition shall not apply to the breeding and ownership of racehorses. The foregoing exceptions set forth in this Rule 54(a)(6) shall not apply to any Legalized Gaming Enterprises that allow, or are seeking to allow, betting on professional or amateur sports or any other game that involves or refers to professional or amateur sports in any manner. "Legalized Gaming Enterprise" and "Permitted Lottery" are defined in Rule 54(a)(5)(F) (Gambling Interests).

(7) If the President of the Minor League Association determines that a proposed Regulated Transaction involves the transfer of an equity interest but is not a Control Interest transfer, the President of the Minor League Association shall require the Minor League Club to provide such information about the potential non-Control Interest owner or owners that the President of the Minor League Association shall

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reasonably request, which shall include, but not be limited to, the information described in Rules 54(a)(4)(A)(iii), (iv), (vi), (vii), (viii) and (x).

(8) Authority of the Commissioner. In recognition of the interest of Major League Baseball in the sound operations of Minor League Clubs, the President of the Minor League Association shall furnish the Commissioner or the Commissioner's designee all documents and other information related to a proposed Regulated Transaction requested by the Commissioner or the Commissioner's designee and shall consult with the Commissioner or the Commissioner's designee before making a decision on the question of approving such a transfer. The Commissioner and the Commissioner's designee shall treat such documents and other information as confidential except that they may be disclosed to the Major League Club party to a PDC with the Minor League Club involved in the proposed transfer. The Commissioner or the Commissioner's designee may disapprove a Regulated Transaction approved by the President of the Minor League Association if the Commissioner or the Commissioner's designee previously had recommended that the President of the Minor League Association disapprove the Regulated Transaction, or may reverse a decision by the President of the Minor League Association that a Regulated Transaction is not a Control Interest transfer, if in either case the Commissioner or the Commissioner's designee concludes that

(A) the President of the Minor League Association failed in some material respect to adhere to the review and approval procedures in this Rule 54;

(B) the President of the Minor League Association abused his or her discretion in applying the standards in this Rule 54 governing review and approval of Regulated Transactions or in determining that a Regulated Transaction is not a Control Interest transfer; or

(C) a failure to subject a Regulated Transaction to the Control Interest transfer disclosure and review procedures in this Rule 54 is not in the best interests of Baseball or the Regulated Transaction itself is not in the best interests of Baseball.

If the Commissioner or the Commissioner's designee disapproves a Regulated Transaction or reverses a decision that a Regulated Transaction is not a Control Interest transfer under this Rule 54, the Commissioner or the Commissioner's designee shall do so in writing as promptly as permitted by the circumstances and explaining the bases for such disapproval or reversal. The Commissioner or the Commissioner's designee shall be deemed to have approved the transaction if such disapproval or reversal, as the case may be, is not delivered, by facsimile or otherwise, to the Minor League Association within

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MLR 54(a) to 54(b)

(D) 30 days, in the case of a Regulated Transaction that is not a Control Interest transaction, or

(E) 60 days, in the case of a Control Interest transaction,

as measured from the time that the Commissioner or the Commissioner's designee receives complete information in regard to the proposed Regulated Transaction (including the approval of the Minor League Association, in the case of a Regulated Transaction that is not a Control Interest transaction, or written notice from the Minor League Association that it is prepared to approve the transaction, in the case of a Control Interest transaction), unless a request for an extension of time is granted. The Minor League Association shall grant requests for reasonable extensions of time when the Commissioner or the Commissioner's designee makes good faith requests (i.e., requests not made for purposes of delay) to the President of the National Association for extensions of time based upon the need for more information, the existence of unusual circumstances (which may or may not relate to the particular transaction being considered) or other good cause. In exercising authority under this Rule 54, the Commissioner and the Commissioner's designee shall act in good faith and shall endeavor to preserve the full value of Minor League franchises.

(b) MONITORING CONTINUED FINANCIAL VIABILITY OF MINOR LEAGUE CLUBS.

(1) Disclosures of "Control Interest" Transactions. Each Minor League Club must provide the President of the Minor League Association with copies of all loan agreements, stadium leases, television or radio rights contracts, concession contracts having a potential duration of more than one year (including any options or renewals) and all contracts having a potential duration of five years or longer (including any options or renewals). In addition, all Minor League Clubs must provide the President of the Minor League Association with copies of all contracts involving a potential sale of an equity interest.

(2) Disclosures of Ownership Interests. Each Minor League Club annually must provide the Commissioner and the President of its Minor League Association with completed forms prescribed by agreement of the Commissioner and the President of the Minor League Association for reporting business ownership interest information on all persons or entities having an ownership interest in the franchise. The information disclosed shall include the extent of ownership interests in all professional baseball franchises and all business activities outside professional baseball but would not require the disclosure of personal financial information beyond the extent of such ownership interests.

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(3) **Maintenance of Sound Equity-to-Liabilities Ratios.** Each Minor League Club annually must provide the Commissioner and the President of its Minor League Association with documentation establishing its equity-to-liabilities ratio. If the disclosed equity-to-liabilities ratio (as defined in Rule 54(a)(5)(C)(iv)) is less than 55 to 45, then the franchise is not in compliance with this Rule 54. The President of the Minor League Association shall calculate the level of the noncompliance and order a pro rata reduction of the level of noncompliance over a period which shall be no longer than three years. A failure at any point during this period to make a scheduled pro rata reduction in the equity-to-liabilities ratio shall subject the franchise to the penalties provided in this Rule 54 if compliance is not achieved within 60 days after notice of such failure.

(4) **Annual Financial Disclosures.** Within 90 days of the close of its fiscal year, each Minor League Club annually must disclose the financial information described in this Rule 54(b)(4) to the persons or entities specified in this Rule 54(b)(4) (except as the Commissioner may waive such disclosures if and to the extent the Commissioner determines that uniform and adequate disclosures may be achieved in some less onerous manner).

(A) **Audited Financial Statements.** At the Commissioner's request, a Minor League Club shall cooperate in the preparation (by a firm of Certified Public Accountants selected by the Commissioner) of an audited financial statement covering the Club's operations for the fiscal year that includes the most recent championship season. As part of its obligation to cooperate with the firm of Certified Public Accountants selected by the Commissioner, the Minor League Club shall prepare a financial statement and provide the firm with access to all of its financial books, records and other relevant documents, including but not limited to the following:

- general ledger
- payroll registers
- cash receipts and disbursements journals
- tax returns, for past three years
- leases
- debt agreements (including lines of credit, letters of credit, etc.)
- employment contracts
- payroll tax information
- television and radio broadcast contracts
- pension and profit sharing agreements
- advertising agreements
- fixed asset records including leaseholds
- barter arrangements

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MLR 54(b)**

- all insurance contracts
- concession agreements
- naming rights agreements
- bank statements
- accounts receivable registers
- support for real estate and property tax assessments
- agreements with municipality regarding stadium use
- travel and entertainment detail
- contracts and details regarding arrangements with owners and other related parties
- minutes of board of directors, stockholders and board committee meetings
- letter(s) from outside counsel regarding legal status
- purchase and sales commitments
- stadium suite contracts
- parking contracts
- details of Club ownership
- supporting documentation for expenditures made by Club
- results of year-end physical inventory, with documentation
- ticket manifests
- box office settlement sheets

Upon completion, the audited financial statement shall be submitted to the Commissioner, the President of the Club's Minor League Association and the Minor League Club and shall be kept confidential by the persons or entities to which they are disclosed. The cost of auditing the financial statement shall be borne entirely by the Office of the Commissioner. If the Commissioner requests an audit of an individual Minor League Club, the Commissioner also shall request audits of all other Clubs in the League.

(B) Standard Financial Reports. All Minor League Clubs also shall submit standard financial reports on the form appended to these Rules as Attachment 54 to the Commissioner and the President of its Minor League Association. The Commissioner may prepare consolidated statements (without names of particular Clubs) from the standard financial reports and may disclose the consolidated statements to Minor Leagues, and to Major and Minor League Clubs, but not to the public.

(5) Penalties for Noncompliance. A Minor League Club that fails to make any disclosure or scheduled pro-rata reduction required by this Rule 54 in a timely manner shall be fined and/or subjected to such other penalties as the President of the Minor League Association may determine are appropriate, including but not

MAJOR LEAGUE RULES
MLR 54(b) to 55(c)

limited to a fine assessed against such Club or its Owner in an amount not in excess of \$50,000. In cases of failures to comply that are promptly cured, the President of the Minor League Association may waive the imposition of such fines or penalties. In any case of repeated failures or a single egregious failure, the President of the Minor League Association may, after investigation, order the Owner to divest his or her interest in the franchise. The Commissioner may act to impose a fine or penalty, that the Commissioner deems appropriate, if the Commissioner concludes in good faith that the President of the Minor League Association abused his or her discretion in enforcing compliance with the requirements of this Rule 54.

Rule 55

MINOR LEAGUE FREE AGENCY

(a) **ELIGIBILITY FOR FREE AGENCY.** At 5 p.m. Eastern Time on October 15 or on the fifth day following the last day of the World Series, whichever is later, of the last year of a player's Minor League Uniform Player Contract, the player's Minor League Uniform Player Contract shall expire and the player shall become a "Minor League free agent" unless the player's Major or Minor League Club has remaining options to renew the contract. As a "Minor League free agent," the player may negotiate and enter into a contract with any Major or Minor League Club beginning on the first day that year that a Major League free agent is eligible to sign with a different Major League Club upon expiration of the player's Major League contract.

(b) **SUCCESSOR CONTRACT.** A player shall not become a "Minor League free agent" if the player has entered into a successor contract with the player's Major or Minor League Club or has been placed on the Major League Reserve List before the expiration of the player's Minor League Uniform Player Contract on the date described in Rule 55(a) (Eligibility for Free Agency). No negotiations for a successor contract may take place before the completion of the Minor League player's championship season and playoffs or after 5 p.m. Eastern Time on the date the player's Minor League Uniform Player Contract expires, as set forth in Rule 55(a) (Eligibility for Free Agency).

(c) **LIST OF ELIGIBLE PLAYERS.** On or before August 1 of each year, the Commissioner or the Commissioner's designee shall prepare and circulate a list of all players (on both Major and Minor League Reserve Lists) whose Minor League Uniform Player Contracts have expired or are scheduled to expire following that season. This list shall be circulated immediately to all Major League Clubs and independent Minor League Clubs. All players on the list also shall be notified promptly that they may be eligible to

LOCAL LAW A

JULY 2, 2019
SESSION

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

B.

LOCAL LAW NO. ____ - 2019

A LOCAL LAW AMENDING LOCAL LAW NO. 9-2009 TO EXTEND THE SIXTY-FIVE CENT SURCHARGE ON CERTAIN TELEPHONE ACCESS LINES FOR AN ADDITIONAL TEN YEARS

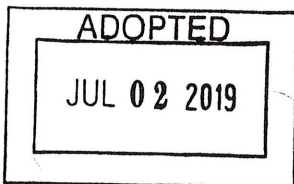
BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ONONDAGA, AS FOLLOWS:

Section 1. Pursuant to New York State County Law Section 334 and Onondaga County Local Law No. 9-2009, a surcharge is imposed in the amount of sixty-five cents per access line per month. The authority to impose the surcharge expires July 28, 2019, and it is necessary to extend that authorization for an additional ten years consistent with state legislation.

Section 2. Local Law No. 9-2009 hereby is amended to strike Section 5 of said local law and substitute the following: This local law will expire and be deemed repealed ten years after the effective date of the 2019 adopted state legislation consistent with the provisions of the applicable chapter of the Laws of 2019.

Section 3. This local law shall become effective upon filing consistent with the provisions of the Municipal Home Rule Law.

LL - E911 Surcharge
LHT
mmd
dak



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE 2nd DAY OF July, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 MAY 17 AM 11:31
ONONDAGA COUNTY
LEGISLATURE
RECEIVED

LOCAL LAW B

JULY 2, 2019
SESSION

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