



# Onondaga County Legislature

**DEBORAH L. MATURO**  
Clerk

**J. RYAN McMAHON, II**  
Chairman

**KATHERINE M. FRENCH**  
Deputy Clerk

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

Phone: 315.435.2070 Fax: 315.435.8434

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## **RESOLUTION NOS. 086 - 093**

### **OFFICE OF THE CLERK**

**August 1, 2018**

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

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Dr. Chase**
- D. SALUTE TO FLAG – **Dr. Chase**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
  - 1. **CORRESPONDENCE:**
    - a. 07-20-18 Letter from County Executive Mahoney and Mayor Ben Walsh – RE: Appointment of Dan Kwasnowski as Director of Planning for the Syracuse-Onondaga County Planning Agency
    - b. 07-20-18 Letter from County Executive Mahoney – RE: Appointment to the Onondaga County/Syracuse Commission on Human Rights (Robert Gardino)
    - c. 07-20-18 Letter from County Executive Mahoney – RE: Appointment and Reappointment to the Syracuse/Onondaga County Planning Board (David A. Skeval, James Corbett)
  - 2. **Public Comment:**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 8)

### **14<sup>TH</sup> DISTRICT – MR. JORDAN**

- A1. **NO. 86** Establishing a Policy Regarding Double Encumbered Positions (12 Knapp, Chase, Holmquist, McBride, Bush, Jordan, May, Rowley, Burtis, Tassone, Cody, McMahon -3 Ervin, Williams, Buckel -2 Ryan, Plochocki)

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

- 1. **NO. 87** Confirming Appointment of William J. Barlow as Chairman and Presiding Officer of the Onondaga County Metropolitan Water Board (15-0-2 Ryan, Plochocki)
- 2. **NO. 88** Memorializing the Governor and the Legislature of the State of New York, along with all Residents of Onondaga County, and Business Owners to Adopt the “ThinkDIFFERENTLY” Initiative to Assist Individuals with Special Needs (15-0-2 Ryan, Plochocki)
- 2a. **NO. 89 (WAIVER)** Appointing Legislative Counsel for the Onondaga County Legislature (Baldwin, Sutphen & Frateschi, PLLC) (15-0-2 Ryan, Plochocki)

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

- 3. **NO. 90** Increasing Opportunities for Participation within Onondaga County’s Systems of Procurement and Contracts for Certain Underrepresented Populations (15-0-2 Ryan, Plochocki)

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

4. **NO. 91** Authorizing the Transfer of Real Property to the City of Syracuse, and Approving the Classification of an Unlisted Action Under the State Environmental Quality Review Act; Accepting the Short Environmental Assessment Form; and Accepting and Adopting the Negative Declaration for the Transfer of Real Property (15-0-2 Ryan, Plochocki)
5. **NO. 92** Authorizing the County of Onondaga to Grant a Permanent Easement to National Grid for the Construction, Operation and Maintenance of a Utility Pole/Line for the Transmission and Distribution of Electrical Power (15-0-2 Ryan, Plochocki)

**7<sup>TH</sup> DISTRICT – MR. BUCKEL – HUMAN SERVICES**

6. **NO. 93** BOND RESOLUTION - A Resolution Authorizing the Expansion and Rehabilitation of the Hillbrook Detention Center in and for the County of Onondaga, New York, at a Maximum Estimated Cost of \$5,000,000, and Authorizing the Issuance of \$5,000,000 Bonds of said County to Pay Costs thereof (\$5,000,000) (15-0-2 Ryan, Plochocki)

**LOCAL LAWS:**

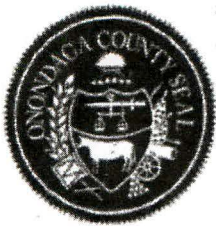
- A. **(PASSED)** A Local Law Authorizing a Lease Agreement with the New York Susquehanna and Western Railway Corporation for the Use of the Onondaga County Pompey Radio Tower Site (Sponsored by Mr. Ryan) (15-0-2 Ryan, Plochocki)
- K. UNFINISHED BUSINESS
- L. ANNOUNCEMENTS FROM THE CHAIR
- M. ADJOURNMENT

Respectfully submitted,



DEBORAH L. MATURO, Clerk  
ONONDAGA COUNTY LEGISLATURE

ROLL CALL			SESSION AUGUST 1, 2018
LEGISLATOR	PRESENT	ABSENT	
1. MAY	✓		<i>Called to order at 1:16 p.m.</i>
2. ROWLEY	✓		
3. BURTIS	✓		
4. TASSONE	✓		
5. CODY	✓		
6. PLOCHOCKI		✓	
7. BUCKEL	✓		
8. RYAN		✓	
9. CHASE	✓		
10. HOLMQUIST	✓		
11. McBRIDE	✓		
12. KNAPP	✓		
13. BUSH	✓		
14. JORDAN	✓		
16. WILLIAMS	✓		
17. ERVIN	✓		
15. McMAHON	✓		
<b>TOTAL</b>	15	2	



JOANNE M. MAHONEY  
COUNTY EXECUTIVE  
COUNTY OF ONONDAGA

## COUNTY OF ONONDAGA

421 Montgomery Street  
Syracuse, New York 13202

## CITY OF SYRACUSE

203 City Hall  
Syracuse, New York 13202



BEN WALSH  
MAYOR  
CITY OF SYRACUSE

July 20, 2018

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Article XII of the Onondaga County Charter and Article XII of the Onondaga County Administrative Code, the undersigned hereby appoint, subject to confirmation by the County Legislature, Dan Kwasnowski, to serve as Director of Planning for the Syracuse-Onondaga County Planning Agency. The appointment is effective September 4, 2018.

It is requested that the County Legislature add this appointment to the committee agenda for confirmation at the September 4, 2018 session.

Sincerely,

Joanne M. Mahoney  
County Executive

Ben Walsh  
Mayor

cc: Lori H. Tarolli, Esq. - Onondaga County Law Department  
Hon. Lisa Dell, Onondaga County Clerk  
Deborah Maturo, Clerk - Onondaga County Legislature

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# DAN KWASNOWSKI, AICP

## Professional Experience

### Lake Placid Land Conservancy – Executive Director October 2017 – Present

- Management and Conservation Project Negotiation and Design

### Applied Planning LLC –Principal/Owner September 2013 – October 2017

- Bard College – Overall Site Assessment for Microhydropower on Sawkill Creek
- Design Guidelines and Hybrid Form Based Zoning Code, Village of Cazenovia
- Creekside Planned Development District and Park Design, Village of Cazenovia
- Creekwalk Strategic Plan, Village of Cazenovia
- Route 12B Rural Highway Zoning Code and Design Guideline Development, Town of Kirkland

### Laberge Group, Albany, NY – Senior Planner October 2015 – March 2016

- Otsego County Strategic Master Plan – Facilitator and Author
- Generic Environmental Impact Statement for a Town Comprehensive Plan
- Various Grant Writing; Sustainable Planning, Economic Development, Engineering
- Consolidation of Services Grants

### Town of Dryden – Director of Planning October 2005 – September 2013

- Department Management and Oversight, Including Code Enforcement
- Farmland Protection Easement Program
- Land Conservation and New Park Program
- Trail Development
- Stormwater Code Development
- Residential and Commercial Design Guidelines
- Complete Overhaul (96sq. mi.) of Zoning and Subdivision Laws including Conservation Subdivision and Nodal Development
- Hamlet of Varna Community Development Plan, Design Guidelines and Zoning Code
- Stormwater Management Officer
- Sustainability Planning Program
- Energy Efficiency Program – Solar Installation

### Devine Tarbell and Associates –Project Manager/Scientist Nov. 2003 – Oct. 2005

- Macomb Hydropower Plant FERC Relicensing and State and Federal Permitting
- Verdant Power RITE Tidal Energy Project FERC, Environmental Assessment Permitting
- Sacramento Municipal Utility District FERC Licensing for Wind/Storage Project

### New York Rivers United – River Restoration Specialist May 2001 – November 2003

- Fort Covington Dam Removal Project (Award Winner) Permitting and Management
- Grant Writing
- Statewide Policy Development for Dam Removal and River Restoration

Other Employment: Central New York Regional Planning and Development Board (GIS Contractor), USFS Urban Forestry Lab (Field Intern), Adirondack Park Agency Intern, and supervisory and management positions in other businesses.

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## **Education**

M.P.S. Environmental Science, 2003

SUNY College of Environmental Science and Forestry

*Concentration: Environmental Policy and Democratic Processes*

B.A. Environmental Science - *cum laude*, 1998

SUNY Plattsburgh

*Major: Environmental Planning and Resource Management, Minor in Planning*

## **Board Appointments and Volunteer**

Current: Central New York Trail Council Executive Committee,

CNY DIRT Board, Mountain Bike Trail Planning, Design and Construction

Former: Village of Marcellus Planning Board Chair, and Zoning Board of Appeals,

Ithaca Tompkins County Transportation Council Planning Committee Chair,

Southern Cayuga Lake Intermunicipal Water Commission,

Cayuga Lake Intermunicipal Organization,

Tompkins County Stormwater Coalition

## **Awards**

- Hamlet of Varna Community Development Plan:
  - APA NY Upstate Chapter: Planning Excellence, September 2013, and
  - New York Planning Federation: Best Comprehensive Plan or Amendment April 2013.
- Coastal America Partnership Award, 2009 - Fort Covington Dam Removal and Restoration
- Conservation Group of the Year Award, Adirondack Council - NYRU, 2001

## **Recent Presentations and Publications**

- Talk of the Towns NYS Association of Towns Newsletter
- Saratoga County Annual Planning and Zoning Conference
- EPA Environmental Finance Center Conference, Blue Mountain Lake
- Town of Pompey Hamlet Planning Meeting
- EPA Sustainable Communities Workshop, Oneida, NY

## **Advanced Training**

- Six Hour Chainsaw Safety and Operation Training - 2017
- Sustainable Comprehensive Planning – APA 2013
- Form Based Codes – APA Conference 2011
- Advanced Leadership Training – APA Conference 2010
- Better Site Design – SUNY ESF 2010
- The Complete Management Course – Zucker Systems 2009
- Advanced Environmental Planning – APA 2007
- River Morphology and Survey Workshop – 2004
- Succeeding with a Dam Removal Project – University of Wisconsin 2004



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

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

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

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

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

July 20, 2018

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Acting upon the recommendation of Chairman Ryan McMahon, and pursuant to County Legislature Resolution No. 330-1997 and Local Law No. 5-2015, I am hereby appointing, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County/Syracuse Commission on Human Rights.

**APPOINTMENT**

Robert Gardino  
328 Scott Avenue  
Syracuse, NY 13224

**TERM EXPIRES**

December 31, 2019

Sincerely,

Joanne M. Mahoney  
County Executive

cc: Hon. Brian May, Chairman, Ways & Means  
Debbie Maturo, Clerk, Onondaga County Legislature  
Lori Tarolli, First Chief Deputy County Attorney

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18 JUL 20 AM 10:36



# *Onondaga County Legislature*

**J. Ryan McMahon, II**  
Chairman

401 Montgomery Street · Court House · Room 407 · Syracuse, New York 13202  
Phone (315) 435-2070 · Fax (315) 435-8434

April 16, 2018

Hon. Joanne Mahoney  
Onondaga County Executive  
14<sup>th</sup> Floor JHM Civic Center  
Syracuse, New York 13202

Dear Joanie:

Pursuant to Local Law No. 5-2015 and Resolution No. 330-97, I am submitting the following name for consideration for appointment to the Onondaga County/Syracuse Commission on Human Rights:

Robert Gardino

Mr. Gardino's resume is attached for your review.

Thank you for your consideration.

Sincerely,

  
J. Ryan McMahon, II  
Chairman

cc: Debbie Maturo, Clerk - Onondaga County Legislature



Robert Gardino  
328 Scott Ave.  
Syracuse, NY 13224  
315.445-1996  
315.430.3537 cell  
[Bjgar1969@aol.com](mailto:Bjgar1969@aol.com)

**Personal:**

78years old

Life-long Syracuse Resident

Wife—Joanne Pospiech Gardino—married 48 years

Children—Beth and Marc both educated K-12 in Syracuse Public Schools

Both college graduates.

**Education:**

St. John the Evangelist Academy—K-12

Bachelor's and Master's Degree—Syracuse University 1961-1963

**Professional Experience:**

Retired English Teacher—32 years in the Syracuse School District retiring in 1994

Higher Education Preparation Program—summer program-11 years at Lemoyne College

New York State United Teachers Retirees of CNY—Board of Directors

NYSUT Retirees—senior scholarship committee

NYSUT Retirees--Vote-Cope Lobbying---Chair

Syracuse Teachers' Association—Member and School Representative

STA Retirees—Member

**Political Activities:**

Syracuse Republican Committee—1999-2007

Seventeenth Ward-Syracuse Chair

City of Syracuse Republican Chair—2001-2005

Syracuse Board of Education Candidate—1999 and 2001

Syracuse Common Council (Fifth District) Candidate—2003

**Community Activities:**

Mayor Ben Walsh's (Syracuse, NY) Transition Team: Education

President of Parents for Public Schools-Syracuse—local affiliation of a national organization.

League of Women Voters—Political Fact Checkers Community Project

League of Women Voters—Fair Campaign Project--2006

Community Film Critic for the Post Standard

Syracuse United Neighbors—member at large

North Area Athletic and Education Center—Board of Directors

South Side Newsstand—"Refrigerator Door" program—tutoring and mentoring program-

South Side Newsstand—School Supplies Giveaway Project Coordinator -

NAACP/Act-So student-academic competitions—Coach and Judge  
Peace Action of CNY—Young Peacemaker's Award Committee  
Onondaga County Citizens League—Voter Participation Report Project—2003  
Mental Health Association –Men Who Cook- Fundraiser—2005, 2006 and 2007  
Westcott Cultural Fair: Planning Committee—2004  
Westcott East Neighborhood Association—  
Rosamond Gifford Zoo –Education Committee 1997—2000  
St. Andrew's Parish Council—member and Vice President—2000-2004  
St. Andrew's Church: Refugee Resettlement Program: Chair and School Liaison for Families  
Cathedral of the Immaculate Conception—Men's Bible Study, Usher, Lector/Reader  
Syracuse City Schools:  
Mentor and Volunteer  
Ad Hoc Community Foundation Committee—Central Tech Project  
Ad Hoc Parent Involvement Policy Committee  
Ad Hoc School Behavior Committee  
OnTech Charter School Board—2016-2017  
Neighborhood Watch Facilitator—2012-2018

Robert Gardino



County of Onondaga  
**Office of the County Executive**

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Phone: 315.435.3516 Fax: 315.435.8582

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

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

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

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

August 16, 2018

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/reappointed the following individuals, subject to confirmation of the County Legislature, to the Syracuse/Onondaga County Planning Board:

**APPOINTMENT**

David A. Skeval  
2101 Cemetery Road  
Fabius, NY 13063

**TERM EXPIRES**

December 31, 2020

**REAPPOINTMENT**

James Corbett  
133 Blackstone Way  
Syracuse, NY 13219

**TERM EXPIRES**

December 31, 2021

Your confirmation of these appointments would be greatly appreciated.

Sincerely,

Joanne M. Mahoney  
County Executive

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

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## **"BIO"**

**James Corbett  
133 Blackstone Way  
Syracuse, NY 13219**

James Corbett has lived in Syracuse and Onondaga County almost all his life, currently residing in Camillus. From 1969 to 1974 he worked for Allied Chemical in Solvay. In 1974 Jim was accepted into Electricians Local 43 apprenticeship and graduated in 1978. He was employed through the IBEW from 1974 to his retirement in 2013, serving as their Referral Agent from 1999 until he retired. Additionally he also held an elected position on their Executive Board from 1983 to 2013. During that time Jim was elected as a Councilman for the Town of Geddes in 1989 and then to the Onondaga County Legislature in 1995, retiring December 2011. Jim sat on and chaired many committees, including Chair of Environmental Protection and Vice-chair of Ways & Means. In 2012 Jim was jointly appointed to the Greater Syracuse Property Development Corporation (Land Bank) by Mayor Miner and County Executive Mahoney. Currently he holds the position of Vice-Chair and is on the Governance and Finance committees. Jim is a member of numerous organizations, serving on the Board of Directors of the Solvay-Geddes Community Youth Center, Recording Secretary for the NYS-DEC Region 7 Fish & Wildlife Management Board and Recording Secretary IBEW Local 43 Retiree Club.



**David A. Skeval**

2101 Cemetery Rd., Fabius, NY 13063  
(315) 677-9633 e-mail: das546@cornell.edu

**Education:**

SUNY College of Environmental Science and Forestry, Syracuse, NY.  
Master of Science Degree, December 1987, Forest Resource Management.

S.I. Newhouse School of Public Communications, Syracuse University,  
Syracuse NY. Dual Bachelor of Art Degree, May 1982, Advertising and Psychology.

**Experience:**

**Cornell Cooperative Extension of Onondaga, Syracuse, NY**  
**July 2012 to present. Executive Director.** Manage all aspects of CCE Onondaga including programing, personnel, funding, business, finances, communications and facilities. CCE Onondaga has a staff of 26 employees, operates 38 separate projects a year including; farmland protection, 4H Youth Development, SNAP education and invasive species education. The CCE operational budget and staff size has doubled in the last 5 years.

**March 2011 to July 2012, Forestry Educator.** Developed and delivered urban and rural forestry programs including; the CCE Tree Steward program, the Emerald Ash Borer program, and logger safety training. We enjoyed the second most active year in the history of the Tree Stewards program.

**Acer Forestry, Fabius, NY. August 1999 – March 2011,**  
**Owner/Consulting Forester.** Serving private, municipal and industrial clients in all facets of forest management including; management plans, inventories, appraisals, timber sales, harvest inspections, insect control, forest regeneration, boundary line maintenance, environmental permits and trespass investigation. 300 Clients. 15,000 acres.

**Wagner Millwork, Inc., Owego, NY. January 1997 to June 1999.**  
**Forester.** Locate and procure timber and land. Negotiate and write contracts, cruise and mark timber, administrate timber harvesting. Draft forestland management plans.

**Skeval Brothers, LaFayette, NY. July 1995 - January 1997. Partner.**  
Managed and expanded wood working business including developing and marketing a new line of furniture.

**Cotton-Hanlon, Inc., Cayuta, NY., May 1990 - June 1995. Chief Forester.**  
**Managed 35,000 acres** of forestland. Duties included; all facets of land management, oversight of timber, land and log acquisition, contracting with

harvesters and truckers, managing staff, managing sales of forest products, managing hunt lease program, public relations, developing data base for record keeping, accounting, preparing budgets, and managing gypsy moth spray program. **January 1988 - May 1990. Forester.** Cruised, surveyed and mapped company land, marked company timber, harvest inspection, and procured timber.

**Forecon, Inc., May 1987 - December 1987. Marketing Consultant.** Conducted marketing study. **Forester.** Marked and administrated timber sales, prepared 480-a management plans, managed Christmas tree plantations.

**Microwave Filter Company, Inc., 1981 - 1986, Media Services Manager.** Developed and managed a media department. Photography, slide presentations, video productions, and reprographics. Also, technical writing, research documentation, trade-show displays, sales, marketing. Managed three employees.

**Service:**

**Onondaga County Farmland Protection Board, 2014 to present, board member.**

**Onondaga County Legislative Tick, Lyme and Deer Committee, 2016 to present, Chairman.**

**Fabius-Pompey Recreation, Baseball and Softball Commissioner, 1999 to 2003,** oversee baseball and softball program for 300 youth including; recruiting coaches, umpires, and maintenance volunteers, facilities, infrastructure, equipment, uniforms, clinics and fund raising.

**New York State Society of American Foresters, 1999 to 2001, Central NY Chairman.**

**Schuyler County Rural Alliance, 1994 - 1995, Town of Catherine Representative.** Developed strategies for economic improvement for five towns within Schuyler County.

**New York State Forest Practice Board 1994 - 1995, Schuyler County Representative, District 5 Representative, Timber Theft Committee Chairman, Forester Licensing Committee Chairman, 1994 - 1995.**

**Credentials:** SAF (Society of American Foresters) Certified Forester, New York DEC (Department of Environmental Conservation) Cooperating Consultant Forester.

***August 1, 2018 Session***  
***Public Comment***

**\*PLEASE PRINT\***

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Replacement A1.

August 1, 2018

Motion Made By Mr. Jordan

RESOLUTION NO. 086

ESTABLISHING A POLICY REGARDING DOUBLE ENCUMBERED POSITIONS

WHEREAS, under the Onondaga County Charter and Administrative Code, the County Legislature is empowered to establish positions of employment and to set appropriations in connection with the utilization of such positions; and

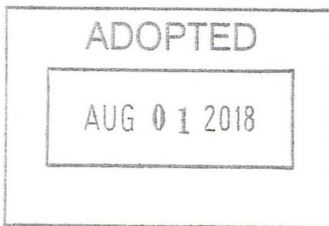
WHEREAS, typically, one person occupies the entire position, but a practice exists whereby a position becomes double encumbered, meaning two persons occupy a single position, each providing the functions and duties associated with the position; and

WHEREAS, this County Legislature is concerned that the practice results in persons being employed in excess of the total number of authorized positions, and it is necessary to establish policy to address this; now, therefore be it

RESOLVED, that authorized positions are to be occupied by not more than one person; provided, however, that positions may be double encumbered, or occupied by more than one person, where a reasonable need exists, for a period not exceeding ninety (90) days. In no event will more than one person occupy an authorized position for more than ninety (90) days without the prior consent of the Onondaga County Legislature; and, be it further

RESOLVED, that the Chief Fiscal Officer for Onondaga County shall provide a report each month to the Ways and Means Committee identifying all double encumbered positions.

Double Encumber  
KMB  
ALM  
dak



FILED WITH CLERK  
ONONDAGA CO. LEG.  
July 12, 2018  
KMB

18 AUG - 1 AM 11:53

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

15<sup>th</sup> DAY OF August, 20 18.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK



A1

AUGUST 1, 2018  
SESSION

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

August 1, 2018

Motion Made By Mr. McMahon

RESOLUTION NO. 087

CONFIRMING APPOINTMENT OF WILLIAM J. BARLOW AS CHAIRMAN AND PRESIDING  
OFFICER OF THE ONONDAGA COUNTY METROPOLITAN WATER BOARD

WHEREAS, pursuant to the provisions of Local Law No. 2 – 1962 establishing the Metropolitan Water Board of the County of Onondaga, New York, as the Administrative Body for the Onondaga County Water District and providing for other matters in connection with the membership of such Board; and

WHEREAS, under Section 2, Paragraph (c) thereof, the member thereof who shall be the Chairman and Presiding Officer shall be appointed by the County Legislature; now, therefore be it

RESOLVED, that the Onondaga County Legislature hereby confirms the appointment of William J. Barlow as Chairman and Presiding Officer of the Onondaga County Metropolitan Water Board for the term specified:

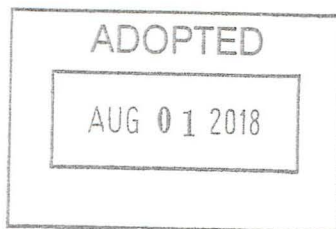
APPOINTMENT:

William J. Barlow  
76 Erie Street  
Oswego, New York 13126

TERM EXPIRES:

December 31, 2020

MWB\_Barlow 2018  
ALM  
dak



18 JUL -3 PM 3:32

ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

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

15<sup>th</sup> DAY OF August, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

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



2.

August 1, 2018

Motion Made By Mr. McMahon, Mr. May

RESOLUTION NO. 088

MEMORIALIZING THE GOVERNOR AND THE LEGISLATURE OF THE STATE OF NEW YORK,  
ALONG WITH ALL RESIDENTS OF ONONDAGA COUNTY, AND BUSINESS OWNERS TO  
ADOPT THE "ThinkDIFFERENTLY" INITIATIVE TO ASSIST INDIVIDUALS WITH SPECIAL  
NEEDS

WHEREAS, the "ThinkDIFFERENTLY" initiative is about promoting awareness and acceptance of all people, and advocating for the inclusion of all individuals living on the Autism Spectrum and with special needs; and

WHEREAS, our state and communities are stronger because of our diversity and differences; and

WHEREAS, according to the Center for Disease Control (CDC) over 55 million people, or approximately 19 % of Americans, have a type of disability or special need; and

WHEREAS, for some people with special needs, the very things that make them unique can also keep them on the sidelines, separate from those who might not understand their differences or uniqueness; and

WHEREAS, it is important to promote and provide guidance to those with special needs on how to access publically supported services available to them in the community; and

WHEREAS, it is important to encourage and educate the community and businesses on ways they can make facilities and services more accessible and on how to train staff to welcome and support special needs customers and co-workers; and

WHEREAS, the goal of this initiative is to provide a supportive and inclusive environment for individuals of all abilities by supporting community events that expand family-friendly opportunities for people with special needs and their families; and

WHEREAS, adopting the "ThinkDIFFERENTLY" initiative is an important statement that our State and County officials, business owners and residents can make to show their support for the differently-abled children and adults with special needs, and their families; now, therefore be it

RESOLVED, that this Legislature calls on all State officials, Onondaga County residents and business owners to adopt the "ThinkDIFFERENTLY" initiative so that all are better prepared to communicate with, provide for, and support those living on the Autism Spectrum and with special needs; and, be it further

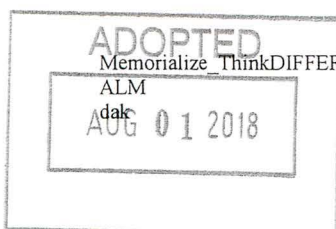
RESOLVED, that the Clerk of this Legislature is hereby directed to transmit a copy of this resolution to the New York State Governor, the Speaker of the Assembly, the Senate Majority Leader, and to the State Legislators representing Onondaga County

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

15<sup>th</sup> DAY OF August, 20 18.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK



11:38 PM 81 JUL 18

LEGISLATURE  
ONONDAGA COUNTY  
RECEIVED



2

AUGUST 1, 2018  
SESSION

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

Waiver

2a.

August 1, 2018

Motion Made By Mr. McMahon

RESOLUTION NO. 089

APPOINTING LEGISLATIVE COUNSEL FOR THE ONONDAGA COUNTY LEGISLATURE

WHEREAS, on February 6, 2018 the County Legislature appointed Timothy A. Frateschi, Esq. with the Frateschi, Schiano & Germano, PLLC law firm as Legislative Counsel for the County Legislature; and

WHEREAS, the County has entered into a contract with the Frateschi, Schiano & Germano, PLLC law firm to represent the Onondaga County Legislature (Contract No. 01517-R1 – the “Contract”); and

WHEREAS, the partner providing the primary legal services to the County Legislature has merged his practice with the Baldwin & Sutphen, LLP Law Firm; and

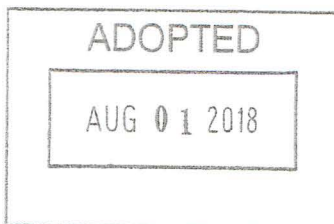
WHEREAS, the County Legislature desires to assign and transfer all the rights and responsibilities under the Contract to Baldwin, Sutphen & Frateschi, PLLC; now, therefore be it

RESOLVED, that the Baldwin, Sutphen & Frateschi, PLLC law firm is hereby named Legislative Counsel; and, be it further

RESOLVED, that the Contract is hereby assigned and transferred to the Baldwin, Sutphen & Frateschi, PLLC law firm; and, be it further

RESOLVED, that the utilization of such Legislative Counsel is authorized to the extent that funding is provided for such purposes with the annual county budget, with any expenditures in excess thereof being subject to appropriate executive approval.

Appoint Leg Counsel  
TAF  
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

15<sup>th</sup> DAY OF August, 20 18.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 JUL 31 PM 2:34

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

2a

AUGUST 1, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP				
17. ERVIN				Mr. Knapp
8. RYAN	—		X	requested a waiver.
9. CHASE				No objection.
10. HOLMQUIST				Waiver allowed.
11. McBRIDE				
13. BUSH				
14. JORDAN				
16. WILLIAMS				
1. MAY				
2. ROWLEY				
3. BURTIS				
4. TASSONE				
5. CODY				
6. PLOCHOCKI	—		X	
7. BUCKEL				
15. McMAHON				
TOTAL	15	0	2	

August 1, 2018

Motion Made By Mrs. Ervin, Ms. Williams, Mr. Ryan

RESOLUTION NO. 090

INCREASING OPPORTUNITIES FOR PARTICIPATION WITHIN ONONDAGA COUNTY'S  
SYSTEMS OF PROCUREMENT AND CONTRACTS FOR CERTAIN UNDERREPRESENTED  
POPULATIONS

WHEREAS, Onondaga County procures goods and services necessary to perform its governmental duties, and the procurement results in the award of public contracts; and

WHEREAS, consistent with New York State General Municipal Law Article 5-a, governing public contracts, the County procures its goods and services in a way that assures the prudent and economical use of public moneys in the best interests of the County's taxpayers, while also facilitating the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances and guarding against favoritism, improvidence, extravagance, fraud and corruption; and

WHEREAS, this Legislature finds that the County taxpayers are best served when the County affirmatively creates opportunities for participation within public contracts by Minority and Women Business Enterprises (collectively, "M/WBEs"), and the continued use of goals implemented through the County's procurement and contract systems is supported; and

WHEREAS, the County has conducted an inclusive program since at least 1974, developing a plan for increasing participation of minority and women businesses within the County's contracts for goods and services; and

WHEREAS, over time, the County has acquired knowledge about the regional workforce through its procurement program, the Onondaga County/Syracuse Commission on Human Rights and its activities, and other local agencies; and

WHEREAS, the government actions of setting such goals and implementing programs to achieve them have proven to improve business and employment opportunities for minorities and women within the local economy, and it is desired to expand the program to include goals for utilizing Service-Disabled Veteran-Owned Businesses ("SDVOBs"); and

WHEREAS, to maximize the potential for receiving grant funding from New York State or the federal government, the goals are to be implemented in the procurement of all goods or services in excess of \$20,000; now, therefore be it

RESOLVED, that the County will continue its purchasing program, as follows:

Section 1. Use of State Law as Model.

The definitions provided within the New York State law shall be used where applicable, including: "minority-owned business enterprise", "women-owned enterprise", and "service-disabled veteran-owned business enterprise". Provided, however, that certification of business enterprises (M/WBEs or SDVOBs) may be completed by the County Division of Purchase, the City of Syracuse, and/or the Empire State Development agency.



Terms and conditions of specific grants to be received from New York State or the federal government may set different requirements from those stated within this resolution, and the grant terms and conditions shall control in that instance.

## Section 2. Utilization Goals.

Utilization goals shall be incorporated into all County contracts in excess of \$20,000 for goods or services.

Certified M/WBEs will be utilized in the performance of contracts at the combined total of on or about 30% of the total dollar value of the work awarded, and of such combined total, on or about 18% of the total dollar value is to be paid to certified Minority Business Enterprises (“MBEs”) and on or about 12% is to be paid to certified Women Business Enterprises (“WBEs”).

Onondaga County seeks to encourage and support eligible SDVOBs to play a greater role in the County’s economy by increasing their participation in the County’s contracting opportunities. The County recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of county contracts. The Division of Purchase is tasked to assist and promote their participation in the County’s procurement activities.

In recognition of the service and sacrifices made by service-disabled veterans, and in recognition of their economic activity in doing business in Onondaga County, Bidders/Contractors are strongly encouraged and expected to consider SDVPOBs in the fulfillment of the requirements of the contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Prime contractors may utilize subcontractors to achieve the County’s utilization goals, provided that the subcontractors provide a commercially useful function.

## Section 3. Workforce Goals.

Workforce goals shall be incorporated into all County contracts in excess of \$20,000 for goods or services.

For each contract awarded, the contractor will demonstrate that minorities and women participate in the contractor’s workforce performing the contract at the combined total of on or about 30% of the total workforce hours utilized, and of such combined total, at least on or about 18% of the workforce is to be comprised of minorities, and at least on or about 12% of the workforce is to be comprised of women.

Further, the contractor will encourage SVDObS to participate in the contractor’s workforce performing the contract.

## Section 4. Good Faith Efforts – Excused Performance.

A contractor may be excused from meeting the County’s goals after demonstrating the use of good faith efforts, as determined by the Director of Purchase.

With respect to the utilization goals, such good faith efforts will include evidence showing that firms (M/WBE or SDVOB, as appropriate) have been given every opportunity to submit timely and competitive proposals to participate as subcontractors in the bid for County contracts. This can be achieved by the following actions:

- Making plans and specifications available to prospective (M/WBE or SDVOB, as appropriate) in sufficient time to allow appropriate review for the purpose of submitting a responsible proposal.
- Utilizing the qualified firms (M/WBE or SDVOB, as appropriate) on the list of certified forms maintained by the County Division of Purchase, the City of Syracuse, and/or the Empire State Development agency for the purpose of soliciting bids for subcontracts.
- Maintaining records, including detailed telephone logs, detailing the efforts made to involve M/WBEs, including the names and addresses of firms (M/WBE or SDVOB, as appropriate) that were contacted, and if not selected, reasons for such decisions.
- Making contact with firms (M/WBE or SDVOB, as appropriate) through newspaper ads in minority owned and traditional newspapers, letters to contracting associations known to represent or otherwise be affiliated with M/WBE or SDVOB firms, and letters to known subcontractors certified as being an M/WBE or SDVOB (certified, return receipt requested).

If a bidder demonstrates the conduct of good faith efforts toward achieving the utilization goal, but such bidder was unable to achieve such goals, the County may, at its sole discretion, proceed to award a contract. Demonstration of good faith efforts shall include submission of a copy of the bidder's original worksheet for subcontractor bids received prior to the bid date for the contract which stipulates company, date, proposed bid amount, work to be performed, and submitting officer for subcontracting company.

#### Section 5. Annual Report.

The Purchasing Division shall perform the review for all County contracts and requests for proposals, and shall submit annual reports on the Purchasing Program described herein to the County Executive and the Chair of the County Legislature's Ways & Means Committee. The first such report is to be submitted not later than July 31, 2019.

#### Section 6. Regulations and Procedures.

The Director of Purchase shall be responsible for developing the administrative regulations and procedures for achieving and reporting goals and minority workforce utilization goals. All contracts shall be administered in a manner that meets the utilization and workforce participation goals specified herein.

This shall constitute the policy of Onondaga County and will only be subject to change upon adoption of findings of pending disparity study.

#### Section 7. Effective Date.

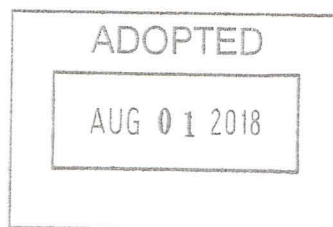
This resolution shall apply to contracts solicited after August 1, 2018.

FILED WITH CLERK  
ONONDAGA CO. LEG.  
JULY 17, 2018  
Kaf

Purchasing Program  
LHT  
dak

18 AUG - 1 AM 11:40

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

15<sup>th</sup> DAY OF August, 2018.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

3

motion to  
PostponeAUGUST 1, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP		✓		Legislator Rowley made a motion to postpone the resolution indefinitely. Second by Legislator McBride
17. ERVIN		✓		
8. RYAN	—		X	
9. CHASE		✓		
10. HOLMQUIST		✓		
11. McBRIDE	✓			
13. BUSH		✓		
14. JORDAN	✓			
16. WILLIAMS		✓		
1. MAY		✓		
2. ROWLEY	✓			
3. BURTIS		✓		
4. TASSONE		✓		
5. CODY		✓		
6. PLOCHOCKI	—		X	
7. BUCKEL		✓		
15. McMAHON		✓		
TOTAL	3	12	2	Motion Defeated



3.

AUGUST 1, 2018  
SESSION

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



August 1, 2018

Motion Made By Mr. Plochocki

RESOLUTION NO. 091

AUTHORIZING THE TRANSFER OF REAL PROPERTY TO THE CITY OF SYRACUSE, AND  
APPROVING THE CLASSIFICATION OF AN UNLISTED ACTION UNDER THE STATE  
ENVIRONMENTAL QUALITY REVIEW ACT; ACCEPTING THE SHORT ENVIRONMENTAL  
ASSESSMENT FORM; AND ACCEPTING AND ADOPTING THE NEGATIVE DECLARATION  
FOR THE TRANSFER OF REAL PROPERTY

WHEREAS, the County of Onondaga is the owner of 4.5± acres of real property, located adjacent to Onondaga Creek within the City of Syracuse along Martin Luther King West, Midland Avenue and Hudson Street, and such real property is not needed for County purposes; and

WHEREAS, the City of Syracuse has expressed an interest in acquiring this real property for use as a public park and to facilitate an extension of the City's existing Creekwalk trail, where the City of Syracuse owns contiguous parcels of property; and

WHEREAS, an analysis of the potential environmental impacts of the proposed transfer of such real property, if any, has been undertaken pursuant to the State Environmental Quality Review Act (SEQRA); and

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

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

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

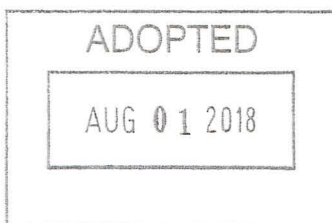
RESOLVED, that the Short Environmental Assessment Form is satisfactory with respect to scope and content and adequacy in compliance with SEQRA and is accepted by this Onondaga County Legislature; and, be it further

RESOLVED, that this Onondaga County Legislature does accept and adopt the Negative Declaration for the transfer of the real property to the City of Syracuse, and has determined that the proposed action will not have a significant adverse effect on the environment; and, be it further

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

RESOLVED, that the County Executive is authorized to execute such agreements and documents as may be reasonably necessary to transfer the property described herein to the City of Syracuse, where such parcels of land consists of 4.5± acres of real property located within the City of Syracuse, being tax parcel numbers 086.-09-03, 086.-09-02, 086.-09-01, 086.-20-01, 086.-20-02, 086.-20-03, 086.-20-04, 086.-20-05, 086.-20-06, 086.-20-07, 086.-09-12, 086.-09-13, 086.-09-14, 086.-09-15, 086.-09-16, 086.-09-17, 086.-09-18, 086.-09-19, 086.-09-20, 086.-09-21, 086.-09-22, 086.-09-23, 086.-09-24, 086.-09-25, 086.-09-26, 086.-09-27, 086.-09-28, 086.-09-29, 086.-09-30, 086.-09-31, 086.-09-32, 086.-09-33, 086.-09-34, 085.-01-04, 085.-01-03.1, 085.-01-01, 086.-09-05, 086.-09-06, 086.-09-07, 086.-09-08, and 086.-09-09, as shown on the tax maps filed with the Clerk of this Legislature, for a consideration of \$1.00, payment waived, consistent with the provisions of General Municipal Law Section 72-h.

Creekwalk – Parcel Transfer  
KMB  
dak



18 JUL - 3 PM 3:32  
ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED

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

15<sup>th</sup> DAY OF August, 20 18.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 JUL -3 PM 12: 25

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing


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

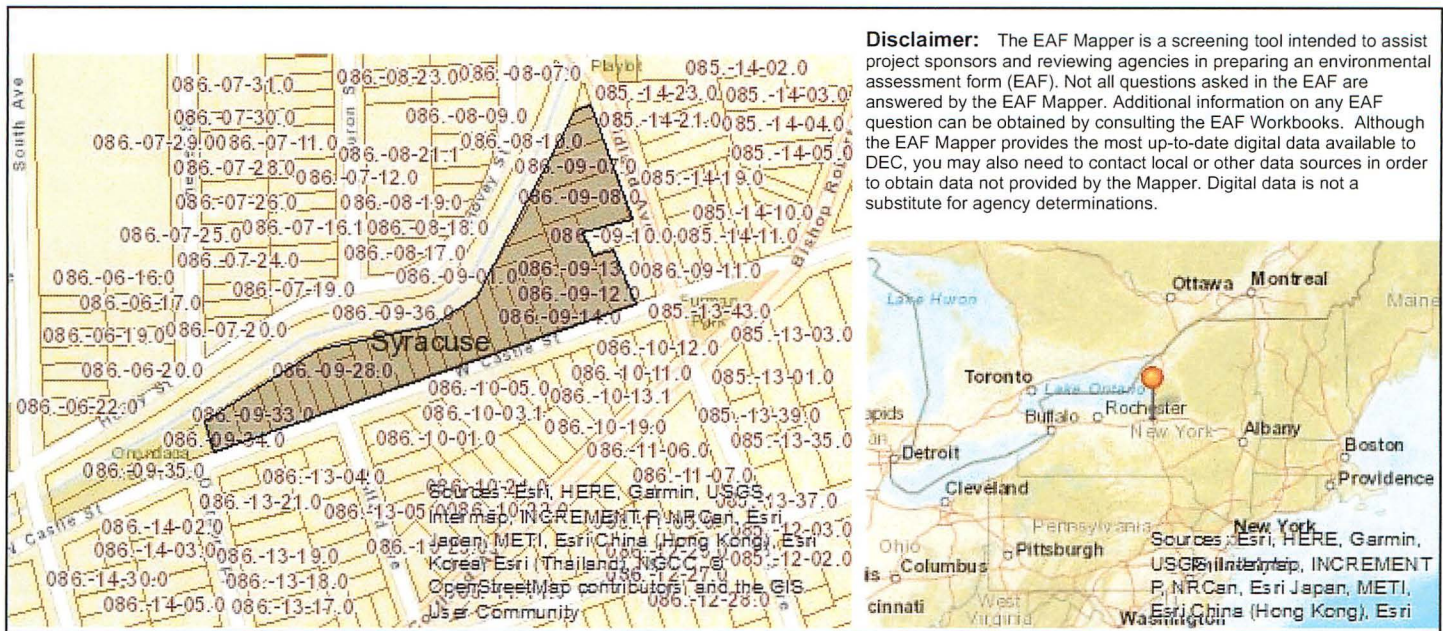
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>							
Onondaga County (Department of Water Environment Protection)							
Name of Action or Project: Creekwalk Phase II Property Transfer							
Project Location (describe, and attach a location map): County-owned property in Syracuse adjacent to Onondaga Creek (intersection of Dr. M.L.K. West and Midland Ave) (see attached mapper)							
Brief Description of Proposed Action: The proposed action involves the transfer of approximately 4.5 acres of County-owned land in the vicinity of Onondaga Creek to the City of Syracuse to be used for the Creekwalk Phase II extension and City park purposes.							
Name of Applicant or Sponsor: Onondaga County		Telephone: (315) 435-2260 E-Mail: tomrroads@ongov.net					
Address: 650 Hiawatha Blvd. West							
City/PO: Syracuse		State: NY	Zip Code: 13204				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1"><tr><td>NO</td><td>YES</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1"><tr><td>NO</td><td>YES</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? <u>4.5</u> acres							
b. Total acreage to be physically disturbed? <u>0</u> acres							
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>4.5</u> acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input checked="" type="checkbox"/> Parkland							

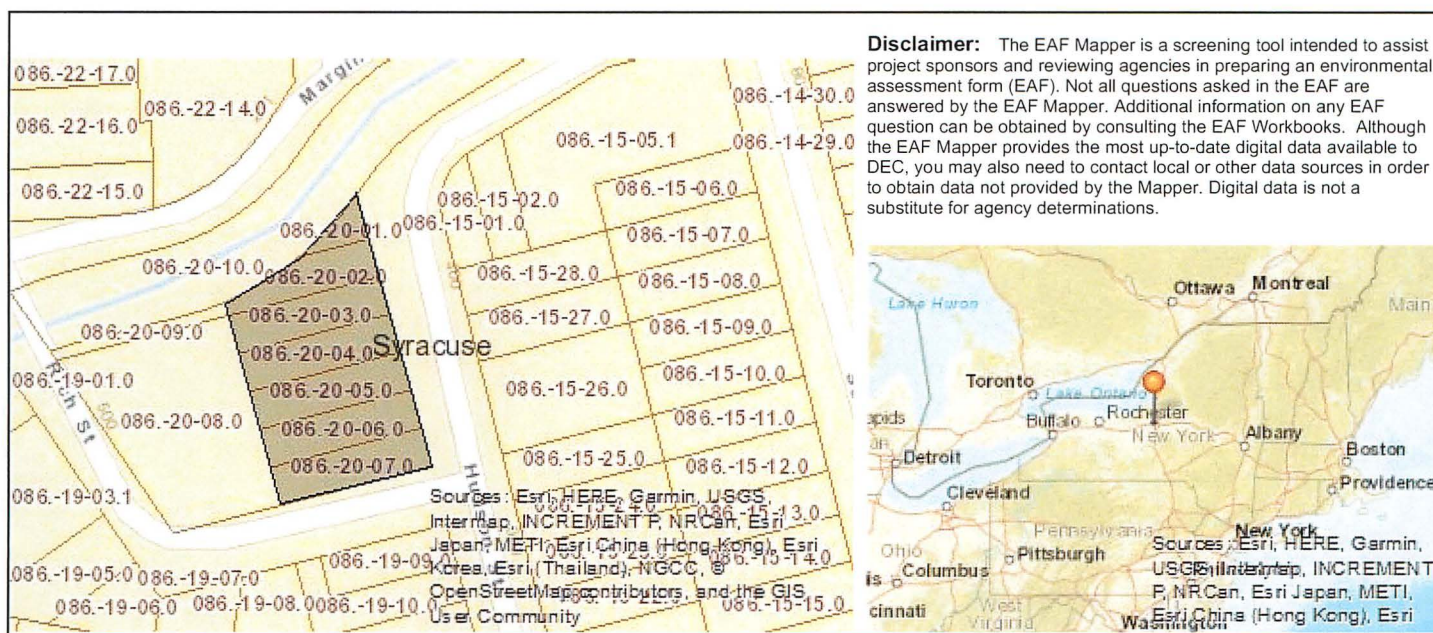
5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>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



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Tom Rhoads (WEP Commissioner)</u>		Date: <u>5/24/2018</u>
Signature: <u></u>		

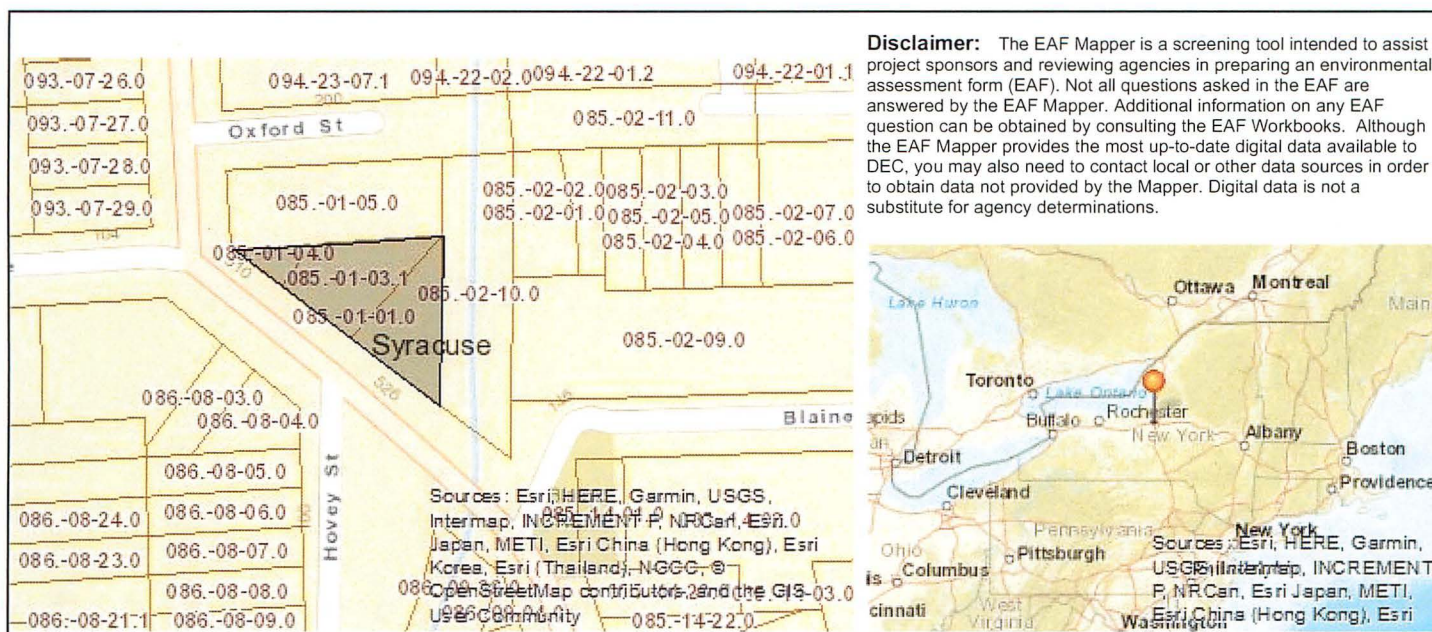


Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies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



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





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

Agency Use Only [If applicable]	
Project:	Creekwalk Phase II
Date:	5/24/2018

## Short Environmental Assessment Form

### Part 2 - Impact Assessment

**Part 2 is to be completed by the Lead Agency.**

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

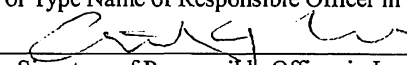
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity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



### **Short Environmental Assessment Form** **Part 3 Determination of Significance**

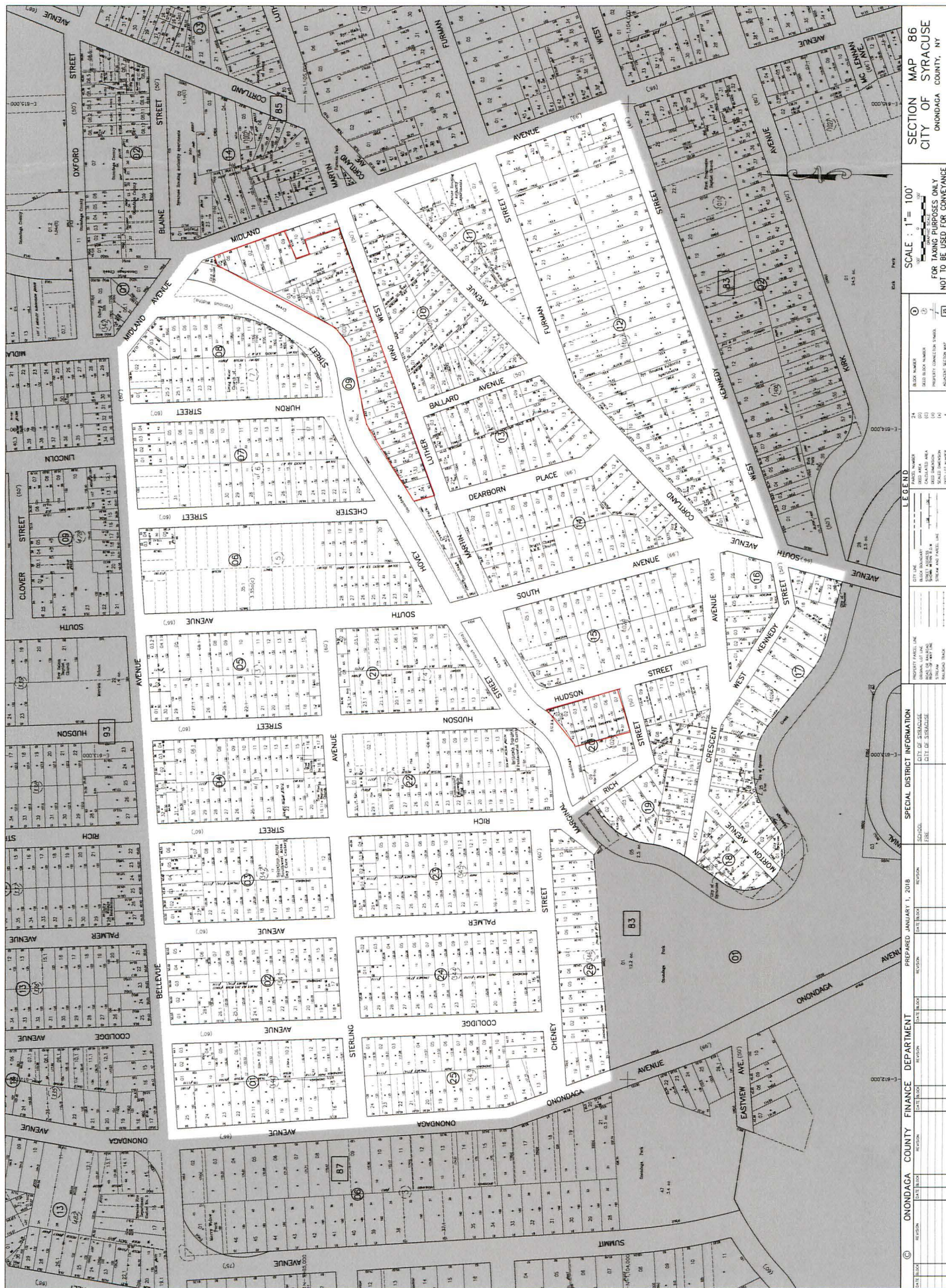
For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify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

Onondaga County, in accordance with Article 8 of the Environmental Conservation Law, has determined that the proposed transfer of certain County-owned parcels to the City of Syracuse is an Unlisted Action that will not result in any significant adverse environmental impacts. While the proposed action is the mere transfer of property, some of the parcels contain County green infrastructure that will remain in place or be replaced in-kind during the City's planned Creekwalk extension. The parcels will become a publicly accessible park/trail developed by the City and will enhance and improve drainage, pedestrian/bicycle travel, and neighborhood aesthetics. As such, the County hereby issues a negative declaration as the transfer will assist in improving the environment.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Onondaga County <hr/> Name of Lead Agency	5/24/2018 <hr/> Date
Tom Rhoads <hr/> Print or Type Name of Responsible Officer in Lead Agency	Commissioner, Water Environment Protection <hr/> Title of Responsible Officer
 <hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**





SCALE : 1" = 100'

FOR TAXING PURPOSES ONLY

NOT TO BE USED FOR CONVEYANCE

BLOCK NUMBER  
SLEDGE BLOCK NUMBER  
PROPERTY CONNECTION SYMBOL  
ALPHABET SEQUENCE MARK

	24
(D)	(C)
(O)	(O)
(V)	(V)

**LEGEND**

\_\_\_\_\_ CITY LINE  
\_\_\_\_\_ BLOCK BOUNDARY  
\_\_\_\_\_ STREET ADDRESS  
\_\_\_\_\_ STREAM WITHIN R.O.W.  
\_\_\_\_\_ STREAM AND PARCEL LINE  
\_\_\_\_\_ PARCEL NUMBER  
\_\_\_\_\_ DEED AREA  
\_\_\_\_\_ CALCULATED DEED DIMENSION  
\_\_\_\_\_ SCALED DIMENSION

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	REVISION	







4

AUGUST 1, 2018  
SESSION

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

5.

August 1, 2018

Motion Made By Mr. Plochocki

RESOLUTION NO. 092

AUTHORIZING THE COUNTY OF ONONDAGA TO GRANT A PERMANENT EASEMENT TO NATIONAL GRID FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A UTILITY POLE/LINE FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL POWER

WHEREAS, the Onondaga County Department of Water Environment Protection (WEP) is in the process of upgrading its Muskrat Bay Pump Station located in the Town of Cicero; and

WHEREAS, the planned upgrades to the Muskrat Bay Pump Station require National Grid to relocate a utility pole approximately thirty (30) feet from its existing location on County property alongside Muskrat Bay Road; and

WHEREAS, the new utility pole will be located adjacent to Muskrat Bay Road on County-owned property (tax parcel number 108.-01-27.0) in the Town of Cicero; and

WHEREAS, National Grid has requested the County convey a permanent easement, approximately 20 feet in width throughout its extent, to National Grid for the amount of \$1, fee waived, and described in the easement, and as shown on the map attached to said easement as Exhibit A, which is on file with the Clerk of this Legislature; now, therefore be it

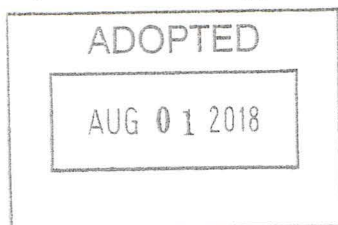
RESOLVED, that this Onondaga County Legislature accepts the determination that the proposed project is a Type II Action under the New York State Environmental Quality Review Act (SEQRA), with no further review of environmental impacts being required; and, be it further

RESOLVED, that the County Legislature hereby authorizes the conveyance of a permanent easement to National Grid in connection with WEP's upgrades to the Muskrat Bay Pump Station; and, be it further

RESOLVED, that the agreed upon price for this easement is One Dollar (\$1), fee waived; and, be it further

RESOLVED, that the County Executive be authorized to enter agreements in furtherance of implementing the intent of this resolution.

Muskrat Bay PS National Grid utility pole relocation  
BY  
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

15<sup>th</sup> DAY OF August, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 JUL -5 PM 12:31

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE



## GRANT OF EASEMENT

COUNTY OF ONONDAGA, a municipal corporation of the State of New York, (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION (dba National Grid), a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and Verizon having an address of 6360 Thompson Road, Syracuse, New York 13217, (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

**Section 1 – Description of the Easement.** The "Easement" granted by the Grantor to the Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, that portion of Grantor's Land described in Section 3 below (the "Trimming Easement Area") of any and all trees, limbs, branches, roots or vegetation and trim and remove danger trees adjacent to the Easement Area that, in the opinion of the Grantee may jeopardize the integrity of the Grantee's electric distribution facilities; Grantee shall follow accepted arboricultural standards which may require Grantor to make pruning cuts closer to the tree stems, outside the 10-foot easement area;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Description of Grantor's Land.** The "Grantor's Land" is described in a certain Judgment of Condemnation dated May 9, 1963 and duly entered in the Office of the Clerk of the County of Onondaga under Index Number 63-1642, and further revised by an Order of the County Court of the County of Onondaga dated June 19, 1964 and entered in the Onondaga County Clerk's Office on June 19, 1964 under that same Index Number, as part of a condemnation proceeding between County of Onondaga, as Plaintiff, and Mary F. McMahon, as Defendant, and consists of land described as being part of Tax Parcel No. 108.-01-27.0 (Oneida Shore Pk) of the Town of Cicero, County of Onondaga, New York, commonly known as Bartel Road (Muskrat Bay Rd).

**Section 3 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled 11-17-24754991, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto. The "Trimming Easement Area" shall be a strip of land measured ten (10) feet from the outermost electric conductor on each side of the line.

**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

18 JUL 17 PM 1:02

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

**Section 5 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, \_\_\_\_\_ has hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF ONONDAGA**

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

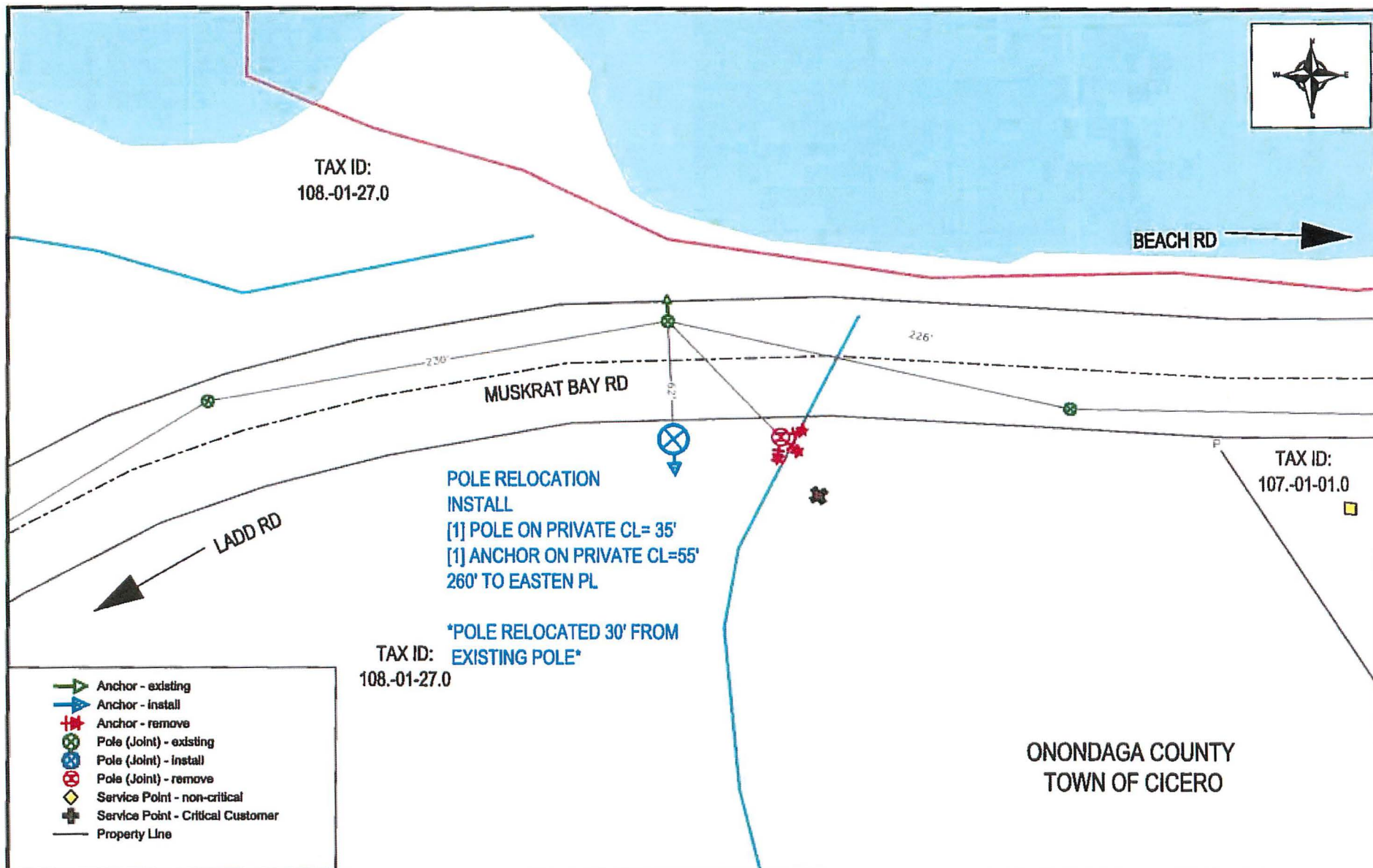
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public





<b>EASEMENT #:</b>	<b>EASEMENT SKETCH - EXHIBIT A</b>	<b>NOT TO SCALE</b>
<b>DESIGNER:</b> Pirie, Adam <b>DATE:</b> <b>WORK ORDER #:</b> 11-17-24754901	<b>DEVELOPMENT NAME and LOCATION</b> ONONDAGA COUNTY WEP 6040 MUSKRAT BAY RD BREWERTON NY, 13029	<b>nationalgrid</b> SHEET 1 OF 1

5

AUGUST 1, 2018  
SESSION

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



August 1, 2018

Motion Made By Mr. Buckel

RESOLUTION NO. 093

### BOND RESOLUTION

A RESOLUTION AUTHORIZING THE EXPANSION AND REHABILITATION OF THE HILLBROOK DETENTION CENTER IN AND FOR THE COUNTY OF ONONDAGA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$5,000,000, AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF SAID COUNTY TO PAY COSTS THEREOF

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

Section 1. The expansion and rehabilitation of the Hillbrook Detention Center in and for the County of Onondaga, New York, to meet requirements associated with the State's "Raise the Age" legislation, including site improvements, furnishings and equipment, as well as incidental costs in connection therewith, is hereby authorized at an estimated maximum cost of \$5,000,000.

Section 2. The plan for the financing thereof is by the issuance of \$5,000,000 bonds of said County herein authorized.

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.

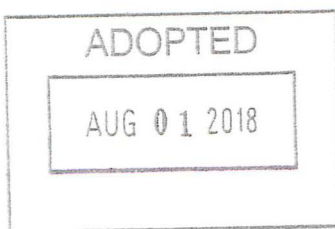
Section 10. This resolution, which takes effect immediately, shall be published in summary form in the Syracuse Post Standard, the official newspaper of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance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

ADOPTED: AYES: 15 NAYS: 0 ABSENT: 2

Dated: August 1, 2018

Approved: Joanne M. Mahoney  
County Executive, Onondaga County

Bond - Hillbrook  
KMB  
dak



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE 15<sup>th</sup> DAY OF August, 20 18.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

18 JUL -3 PM 3:21

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

6

AUGUST 1, 2018  
SESSION

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



A.

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

A LOCAL LAW AUTHORIZING A LEASE AGREEMENT WITH THE NEW YORK  
SUSQUEHANNA AND WESTERN RAILWAY CORPORATION FOR THE USE OF THE  
ONONDAGA COUNTY POMPEY RADIO TOWER SITE

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

Section 1. Findings. Onondaga County is the owner of property located in the Town of Pompey at 7235 Sevier Road, including a radio tower ("Pompey Radio Tower Site"). The New York Susquehanna and Western Railway Corporation (NYS&W RR) requests permission to use the Pompey Radio Tower Site to locate a radio base station and antenna for railroad operations, specifically, the enhanced transmission of radio signals between NYS&W RR regional offices, police officers/patrols, and its rolling fleet and also between such rolling fleet providing services to meet the mission of the NYS&W RR. The amount of proposed rent is eight thousand five hundred dollars (\$8,500.00) in the first year, with annual increases of three percent (3%) after the first lease year. The term of the initial period will be five (5) years, with the possibility of four (4) renewal periods of five (5) years each. NYS&W RR shall bear the expense of the installation and operation of the equipment and facilities at the Pompey Radio Tower Site. The amount of the proposed rent is fair and reasonable.

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

Section 3. Lease Authorized. The County Executive is authorized to enter into any agreements and execute documents reasonably necessary to allow NYS&W RR to lease the Pompey Radio Tower Site for the proposed rent and terms described within Section 1 of this local law.

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.

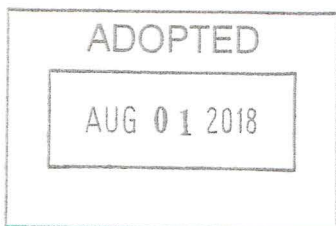
LL - Pompey Radio Tower  
KMB  
dak

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

15<sup>th</sup> DAY OF August, 2018.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK



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LEGISLATURE



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ONONDAGA COUNTY  
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18 JUN 26 PM 1:50

**Short Environmental Assessment Form**  
**Part 1 - Project Information**

**Instructions for Completing**

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

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

<b>Part 1 - Project and Sponsor Information</b>							
Name of Action or Project: Installation of a FCC licensed land mobile radio repeater							
Project Location (describe, and attach a location map): 7235 Sevier Road, Jamesville, NY 13078 - County of Onondaga, State of New York							
Brief Description of Proposed Action: The proposed action is to allow New York, Susquehanna and Western Railway Corporation ( "NYS&W RR" ) lease space to install an FCC Licensed Repeater. The lease will allow NYS&W RR to place a VHF Repeater in an existing concrete equipment shelter and install a VHF antenna system on the tower.							
Name of Applicant or Sponsor: Onondaga County Department of Emergency Communications		Telephone: 315-435-5104					
		E-Mail: seansparks@ongov.net					
Address: 3911 Central Avenue							
City/PO: Syracuse		State: New York	Zip Code: 13219				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;">NO</td><td style="width: 50%; padding: 2px;">YES</td></tr><tr><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td><td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/></td></tr></table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;">NO</td><td style="width: 50%; padding: 2px;">YES</td></tr><tr><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td><td style="text-align: center; padding: 5px;"><input type="checkbox"/></td></tr></table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ acres							
b. Total acreage to be physically disturbed? _____ acres							
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <div style="display: flex; flex-wrap: wrap; padding: 5px;"><div style="width: 50%;"><input type="checkbox"/> Urban    <input type="checkbox"/> Rural (non-agriculture)</div><div style="width: 50%;"><input type="checkbox"/> Industrial    <input type="checkbox"/> Commercial    <input type="checkbox"/> Residential (suburban)</div><div style="width: 50%;"><input type="checkbox"/> Forest    <input type="checkbox"/> Agriculture</div><div style="width: 50%;"><input type="checkbox"/> Aquatic    <input type="checkbox"/> Other (specify): _____</div><div style="width: 50%;"><input type="checkbox"/> Parkland</div></div>							

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

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>William R. Biele, Commissioner</u> <u>Onondaga County Dept Emergency Communications</u> Date: <u>06/26/2018</u> Signature: <u>[Signature]</u>		

Project:	Installation of a FCC licensed land mobile radio repeater
Date:	May 24, 2018

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

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

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



Project: Date: 

### ***Short Environmental Assessment Form***

#### ***Part 3 Determination of Significance***

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

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

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

Onondaga County Emergency Communications

May 24, 2018

Name of Lead Agency

Date

William R. Bleyle o/b/o Onondaga County

Commissioner Emergency Communications

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

18 JUN 26 PM 1:50

**County of Onondaga, N.Y.****LEASE AGREEMENT**

This Lease Agreement (the "Lease" or the "Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the **County of Onondaga**, a New York State Governmental entity having its office at 407 Montgomery Street, Syracuse, New York herein referred to as "the County" and the **New York, Susquehanna and Western Railway Corporation ("NYS&W RR")**, independent class III railroad, headquartered at 1 Railroad Avenue, Cooperstown, New York 13326 herein referred to as the Lessee. The County and the Lessee are at times collectively referred to as the "Parties" or individually as the "Party".

**WITNESS THAT:**

Whereas, the COUNTY owns and maintains property on which a 355-ft guyed communications tower described for the purpose of Federal Communications Commission (FCC) authorizations as being located at 1596' AMSL, Latitude 42°-56'-50.63" N. and Longitude 76°-01'-27.21" W (the "Tower") on its property with a street address of 7235 Sevier Road, Jamesville, NY 13078 and a Tax Map Identification Number of 010.-03-30.1 (the entirety of the COUNTY'S property being referred to as the "Property" and described on Exhibit A attached hereto) situated in The TOWN of POMPEY, NEW YORK, with the Tower compound being hereafter referred to as the "Premises"; and

Whereas, the Lessee wishes to use the Premises for the for the purpose of operating its FCC licensed land mobile radio repeater for railroad operations specifically, the enhanced transmission of radio signals between NYS&W RR regional offices, police officers/patrols, and its rolling fleet and also between such rolling fleet providing services to meet the mission of the NYS&W RR; and

Whereas, the COUNTY is willing to grant permission to the Lessee to use the Premises for the operation of its FCC licensed land mobile radio repeater for railroad operations.

Now, Therefore, the COUNTY hereby leases to the Lessee certain portions of the Premises, as defined in (1), (2) and (3) below, to install, or cause to be installed thereon, all at the Lessee's expense and in a professional engineered manner for both structural and radio frequency design and use and all with the final approval of the COUNTY as provided herein, upon the following terms:

(1) To use and operate one (1) FM for FCC VHF frequencies. To mount and install one (1) Decibel DB224 top mount rated, or equal, at the 280 ft. 0 in. level of the tower structure using a 3 foot side mount with stiff arm and with one (1) coaxial 1-5/8-in. transmission line to the 280-Ft level, the transmission line attached to the tower using stainless steel attachment. The installation will in no way block or intrude into or onto the climbing ladder. The transmission line shall have three

installed grounding kits – at the antenna level, at the tower base ice bridge interface, and at the equipment shelter’s waveguide entrance port. The Lessee’s antenna and transmitter shall be bussed to the provided ground system. The antenna system, including the antenna and coaxial transmission line, shall be marked and tagged using a suitable UV/weather resistant method, identifying the antenna and at the equipment termination point. A copy of the current and each renewal FCC license for the Lessee’s licensed frequencies shall be provided to the COUNTY.

(2) The Lessee, at its sole cost and expense, shall supply an appropriate rack mount kit for its transceiver and have it installed in the designated rack inside shelter number two at the site. The Lessee will power their equipment using the provided electrical outlet. The Lessee’s equipment in the shelter shall not exceed twelve (12) rack units (RU) or 21 inches

(3) The COUNTY grants the Lessee the right of ingress to and egress from the Premises and the Lessee’s Facilities 24-hours a day 7-days a week for the purposes of this Agreement. All security devices including but not limited to key locks, combination locks, pad locks and electronic alarm devices shall be honored by the Lessee to ensure security of the Lessee’s Facilities main entry and service road leading to the site as shown on Exhibit B.

(4) (a) **In-Kind Repairs and Replacements.** The Lessee shall have the right to make repairs and replacements in-kind to the Lessee’s Facilities without COUNTY’s consent.

(b) **Modifications.** The Lessee shall have the right to make Modifications to the Lessee’s Facilities (“Modifications” defined for purposes of this section 4 to be changes in excess of in-kind repairs and replacements but not requiring new antenna space on the Tower), with COUNTY’s consent, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to issuance of COUNTY’s consent, the Lessee shall submit to the COUNTY detailed plans for the Modifications as well as a structural analysis for any Modifications to the Lessee’s installation on the Tower.

(c) **Additional Antenna Space.** The Lessee may request additional antenna space on the Tower from the COUNTY. Approval of such a request shall be granted or denied in the COUNTY’s sole discretion.

The Lessee shall direct any request for Modifications or additional antenna space on the Tower to: the Department of Emergency Communications-911, Technical Services Network Communications Infrastructure Administrator, or to whomever the COUNTY may from time to time designate by written notice. The Lessee shall be solely responsible for all Tower analysis, including without limitation structural analysis, Tower modifications, construction, electrical utilities, radio frequency interference inter modulation study(ies) or other measures that the COUNTY may reasonably request relative to the Lessee’s request for Modifications or additional antenna space on the Tower, including all costs in connection therewith.

(5) (a) The Lessee will operate the Lessee’s Facilities at such specific locations and in such manner as is specified herein, and in strict compliance with the requirements of regulatory bodies having jurisdiction thereof. The Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of the COUNTY or other tenants of the Property which existed on the Property prior to the date this Agreement is executed by the Parties (“Existing Tenants”). In the



event any after-installed Lessee's Facilities causes such interference, and after the COUNTY has notified the Lessee in writing of such interference, the Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In such event, the Parties shall comply with paragraph (5) (b) below. In no event will the COUNTY be entitled to terminate this Agreement or relocate the Lessee's Facilities as long as the Lessee is making a good faith effort to remedy the interference issue. The COUNTY agrees that the COUNTY and/or any Existing Tenant will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of the Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Other lessees of the Property that occupy after the date of this Agreement are responsible for insuring that there is no interference to the Lessee's Facilities, however, the Lessee will reasonably assist any such other lessees in correcting interference problems caused by their equipment.

(b) In the event of any interference between after-installed Lessee's Facilities and that of the COUNTY and/or Existing Tenants, the Lessee agrees that it will, upon receipt of the COUNTY notice, eliminate such interference within four (4) hours of being notified or discontinue operation of its system(s) (except for intermittent testing) until such interference has been eliminated. Such notice for these purposes shall be by direct telephonic voice to a 24 hr communications center operated by the Lessee at 1-800-366-6979 extension 8 with written notice to follow within three (3) business days. In the event Lessee fails either to eliminate such interference or to discontinue operation of the Lessee's Facilities within four (4) hours of receipt of notice, the Lessee authorizes the COUNTY to turn off the electricity to the Lessee's Facilities after expiration of the stated time period.

(6) Lessee agrees that the Lessee's Facilities will be used only for the purpose of **NYS&W RR** or its parent, subsidiaries, affiliates, etc., and for no other purposes, except as specified. The Lessee acknowledges and agrees that the other provisions of this Agreement notwithstanding, the COUNTY, including any successors, other lessees, assignees or transferees of the COUNTY, has the right to continue to use the Premises, to modify the Tower to construct replacement or additional towers and to install different or additional equipment on all such towers, and that the Lessee hereunder are subject in all respects to such rights of the COUNTY; provided, however, that such use of the Premises allow the Lessee's continuous use of the Tower and uninterrupted provision of the Lessee's wireless services pursuant to the terms of Paragraph (5). If at anytime during the term of this Agreement the COUNTY shall require for its purposes any space then used or occupied by the Lessee on the Premises or Tower, then the Lessee shall fully cooperate with the COUNTY to resolve the need, including the relocation upon at least ninety (90) days notice of the Lessee's antennas or equipment shelter, except that the COUNTY will bear all cost for such relocation.

(7) The COUNTY allows only authorized personnel who are trained, experienced and insured as telecommunications tower constructors / riggers, and whose company has been in business not less than ten years (the "Company"), for installation, maintenance, and repair work on the Tower. Neither Lessee, nor its employees shall be permitted on the Tower, except as herein

provided. The tower company listed on Exhibit C attached hereto is the current contracted tower vendor and has been previously approved by the COUNTY for work on the Tower. If the Lessee chooses to use a tower company other than the one previously approved by the COUNTY the tower company chosen by the Lessee must meet the minimum requirements set forth herein and the COUNTY will have all installations inspected by the contracted tower vendor at the sole cost of the Lessee. The Company providing installation and service shall be approved by the Lessee and the COUNTY and regardless of tower company chosen, the Lessee will hire and pay the tower company directly for its installation, maintenance and service of Lessee's equipment. For all "ground work" installation and repair the Lessee will designate only employees of contractors insured pursuant to Paragraph (8)(a) below to service the Lessee's Facilities.

Notwithstanding any of the conditions above, the Company shall, whenever working on the Tower, practice only the most recent applicable OSHA safety rules and procedures for such work venues. Hardhats, full-body harnesses and 100% "tie off" gear shall be provisioned by every climber when on the Tower. The COUNTY reserves the right to dismiss and order off the Tower and Property any rigger/climber not practicing the above safety procedures and rules.

(8) (a) During the term of this Agreement the following insurance with the coverage and limits as stated shall be maintained by the Lessee with the COUNTY being named as an "additionally insured" on the policy. The insurance to be maintained shall provide coverage as follows:

The Lessee shall procure, maintain, and pay for a commercial general liability insurance policy, naming the COUNTY as an additional insured, with limits of \$1,000,000 for bodily injury in any one occurrence, \$1,000,000 for property damage in any one occurrence, \$2,000,000 aggregate, with a certificate of such insurance to be furnished to the COUNTY. Certificates of Insurance shall be submitted to the COUNTY prior to occupancy of the Premises. The Certificate shall certify that no alteration, modification or termination of such coverage shall be effective without at least thirty (30) days advance notice to the COUNTY to be delivered by Certified Mail to the address of the COUNTY herein provided or to whomever the COUNTY may from time to time designate by written notice.

(b) The Parties acknowledge that the COUNTY, as a municipal corporation, self-insures and does not maintain commercial general liability insurance. The COUNTY has provided a certificate of self-insurance attached at Exhibit D hereto and will provide updated certificates of self-insurance to the Lessor upon request.

(c) In addition, the COUNTY shall obtain and keep in force during the Term a policy or policies insuring against loss of damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. The COUNTY'S policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

(9) (a) Lessee for the privileges herein granted as stated on Page 1 & 2, Para. (1) and (2) shall pay as rental to the COUNTY Eight Thousand and Fifty Dollars and No Cents (\$8,500.00) to be paid annually for tower and equipment space as described in paragraph 1. and 2., page one (1) of this Agreement. The yearly fee of \$8,500.00 shall be payable, automatically, in advance each year of the anniversary the Commencement Date, defined below. The rental fee shall be forwarded to the Onondaga County Department of Emergency Communications, Attn: Finical Operations, 3911 Central Avenue, Syracuse, NY 13215 and be payable to "Onondaga County Chief Fiscal Officer" or to whomever the COUNTY may from time to time designate by letter.

(b) After the first lease year, the annual rent shall be equal to 103% of the annual rent payable with respect to the immediately preceding lease year.

(10) The Lessee agrees that the installation and operation of the Lessee's Facilities will not in any way damage the Premises, the access drive, and any and all improvements thereon, or any other property or equipment of the COUNTY beyond ordinary wear and tear. Should the COUNTY receive notice of property tax requirement due to the installation of the Lessee's antennas on the Tower or the installation of communications equipment, the COUNTY will forward same within ninety (90) days to the Lessee, which shall pay any and all portion of such increased taxes caused by the Lessee's installation(s).

The Lessee will not be responsible for such payment if not given notice within two (2) years of the date the COUNTY received such notice. Should the Lessee wish to exercise its lawful right to grievance any increased tax, then the COUNTY will provide its assistance, however all cost shall be borne by the Lessee. Should any grievance fail, the Lessee will pay the full tax amount increase within THIRTY (30) days of the notice. The COUNTY is otherwise exempt from property taxes.

(11) (a) The Lessee agrees not to assign this Agreement or any rights hereunder, either in whole or in part to any person, firm, corporation, or governmental body without consent in writing of the COUNTY, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Lessee may, upon notice to the COUNTY, assign or transfer its rights and obligations arising under this Agreement to any of its parents, subsidiaries or affiliates, to a successor by consolidation, business, reorganization or merger, or to a purchaser of all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located and to any partnership in which Lessee, or any of its parents, subsidiaries or affiliates is a general partner.

(b) Notwithstanding anything contained herein to the contrary, the COUNTY hereby (i) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by the Lessee ("Lender"), whether now or hereafter existing, in and to the Personal Communications Services Equipment and Lessee's right, title and interest in, to and under this Agreement; (ii) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to the Lessee and allow Lender the opportunity to remedy or cure any default as provided for in this Agreement, and (iii) agrees to recognize Lender as the Lessee under this Agreement upon the written election of Lender so long as any existing default has been cured as provided hereunder. The COUNTY hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted



a security interest by Lessee in accordance with any security documents granted in favor of Lender, provided, however, such removal is in accordance with this Agreement, providing monthly rental through the date of removal has been paid to the COUNTY.

(12) It is expressly understood that the County in entering into this Lease, does not represent or warrant the Premises as adequate and satisfactory for the purpose thereof, and the Lessee specifically agrees that the COUNTY shall have no obligation to the Lessee arising from, or growing out of, use by the Lessee of the Premises, the Lessee recognizing the hazard inherent in the exercise of the rights herein granted. Notwithstanding anything contained herein to the contrary, the COUNTY agrees to maintain the Premises in a safe and satisfactory structural condition to support and house the Lessee's Facilities. While this Lease is in effect the COUNTY will not knowingly grant a lease, license or other real property interest to another party if the use under same would interfere with the Lessee's use of the Premises.

(13) (a) If either the COUNTY or the Lessee, their agents, employees or contractors, shall intentionally or negligently damage, destroy or ruin the property of the other, the acting party shall be responsible for the prompt and adequate repair or replacement thereof at the acting party's cost.

(b) The COUNTY shall defend the Lessee and hold it harmless against any and all claims, suits, damages, or causes of action occasioned by the COUNTY ownership and use of its property and facilities at the Premises and by use of the COUNTY property and facilities at the Premises by the COUNTY employees, agents, contractors, and tenants, and against any order, decree or judgment which may be entertained therein, brought for alleged damages resulting from injuries to person or property or loss of life sustained in or about the Premises. However, this Lease is not to be construed to impose any liability or obligation upon the COUNTY on account of any claim that may arise or may be made for injuries, loss or damage caused by or resulting from the negligence of the Lessee, its employees, agents or contractors.

(c) Lessee agrees to indemnify, defend and save the COUNTY harmless from and against any liability and all claims of whatever nature arising from any act, omission or negligence of the Lessee, or its contractors, agents, or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person or properties occurring in, on, or about the Premises or any part thereof, where such acts, damage or injury results or is claimed to have resulted from an act or omission on the part of the Lessee or the Lessee's agent, employees, contractors or subcontractors.

(14) Lessee assumes sole responsibility for compliance with Federal Communication Commission rules and regulations pertaining to Lessee's Facilities and their operation, except as delineated in Paragraph (18), FAA/FCC marking and lighting requirements.

(15) The COUNTY agrees to maintain the access drive in a suitable and passable condition for the purpose of passage of service vehicles, except that the COUNTY is under no obligation to in any way maintain the drive-road way during the winter months, (typically October through May) or to in anyway provide for transportation to its or the Lessee's Facilities, all entry being the responsibility of the Lessee.

(16) (a) This Agreement shall be effective from the date hereof, and shall continue in full force for a period of five (5) years, commencing on the Commencement Date, defined below, and continuing through the same date five (5) years later. Provided the Lessee is not then in default hereunder, the Lessee is hereby granted the option to extend this Agreement for four (4) successive terms of five (5) years. The exercising of each option shall be automatic. Notice of intent not to exercise the option shall be given by the Lessee to the COUNTY in writing no later than ninety (90) days prior to the end of the preceding five (5) year term. The COUNTY may terminate this Agreement on written notice at any time if the Lessee shall fail to comply with any of the material provisions hereof after giving the Lessee written notice of such breach and the opportunity to cure said breach in accordance with Paragraph (20). In the event of termination, the Lessee shall at its sole expense and cost remove all of its facilities and property from the Premises, which removal work shall be under the supervision of the COUNTY. Should either the COUNTY or the Lessee cause a breach of violation of any material provisions of this Agreement, then the Party causing such breach or violation shall reimburse the other for reasonable attorney's fees.

(b) The Commencement Date shall be based upon the date the Lessee signs and executes this lease agreement. In the event the date execution falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month.

(17) This Agreement shall inure to the benefit of and shall be binding upon the assigns and successors of the Parties hereto and embodies the whole Agreement between the parties hereto and can be amended only by and through a written instrument. This Agreement supersedes any previous lease, amendment or agreement form.

(18) The Tower is required under FAA Part 17 Rules to be lit and/or marked; the COUNTY will abide by the rules by maintaining specified lighting and marking. Should the COUNTY fail to comply or fail to respond to notice by the Federal Aviation Administration, or the Federal Communications Commission within the cited time allowed by the citing agency, Lessee may terminate this Lease immediately upon notice to the COUNTY.

(19) In the event any part of the Premises shall be condemned or taken for any public purpose by the United States of America, the State of New York, or for any other purpose or by any other party as may be permitted by law, the COUNTY will assist in a defense with the Lessee to maintain the Lessee's continued use of the Premises. It is further mutually understood and agreed that in the event of said condemnation, the rental to be paid by the Lessee hereunder shall not be reduced or abated, for the time during which the Premises are available for the Lessee's use, so long as the COUNTY can provide Premises sufficient for the Lessee's use as described herein. In the event the Premises shall be appropriated or taken under the power of eminent domain, this Agreement shall terminate at the option of either Party. Notwithstanding anything conveyed herein to the contrary, the Lessee may make a separate claim to the taking entity or party for its trade losses, leasehold improvements and moving expenses.

(20) The COUNTY may terminate this Agreement on written notice at any time only if the Lessee shall fail to comply with any of the material provisions hereof after written notice to the Lessee and the expiration of any opportunity to cure as hereinafter provided. The Lessee will be granted thirty (30) days from the time of written notification of default to cure any event of non-monetary default or such additional time as is necessary to cure so long as the Lessee is diligently pursuing same, except a default in the payment of the rental set forth herein which default must be cured within five (5) business day of the Lessee's receipt of written notice of default.

(21) In the event that the Tower is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty, the COUNTY or the Lessee may elect to terminate this Agreement. If this Agreement is not so terminated, the COUNTY will repair the damage and restore the Premises to a like condition prior to the damage. The COUNTY will allow no undue delay to occur in the restoration of the Tower. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, vandalism, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antenna, then the COUNTY may remove Lessee's antenna and interrupt Lessee's operation. In such event the COUNTY will allow the Lessee to install a temporary installation on the Property, at no additional rental to the Lessee, until Lessee's antenna are replaced and operational. Lessee shall be entitled to a pro rata refund of its fee for such time as it is unusable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall the COUNTY be liable for any financial loss due to business interruption caused by any of the aforementioned circumstances.

(22) Lessee will fully pay for all materials joined, affixed or installed by the Lessee in or on the Premises, and pay in full all persons that perform labor thereupon, and will not permit or suffer any mechanic's liens or material men's liens of any kind or nature to be performed or enforced against the Premises for any work done or materials furnished thereon at Lessee's instance or request.

(23) The Lessee's Facilities placed on the Premises by the Lessee shall be and remain the personal property of the Lessee. The Lessee may, subject to the provisions of this Agreement, enter onto the Premises during the term of this Agreement to remove all such personal property, including any of the Lessee's fixtures of any sort. This provision shall apply during the original, and any renewal terms. Upon removal of any property and equipment by Lessee, Lessee agrees to restore the Premises to its condition prior to installation, reasonable wear excepted, in accordance with the provisions of the Agreement.

(24) Subject to the provisions of this Agreement, the Lessee shall, within thirty (30) days after the expiration or the termination of this Lease, remove all Lessee's Facilities from the Premises. In the event labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of the Lessee, shall prevent the removal of the Lessee's Facilities within said thirty (30) day period, the Lessee shall be allowed an additional reasonable period of time to remove said property.

(25) The COUNTY represents and warrants that no officer, employee, or agent of the Lessee has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the COUNTY or any COUNTY officers, employees or agents in connection with the obtaining, arranging, or negotiation of this lease or other documents or agreements entered into executed in connection herewith.

(26) This Agreement may be terminated by Lessee upon ninety (90) days written notice to the COUNTY in the event (i) commercial or engineering considerations render use of the Tower or the Premises by the Lessee impractical, (ii) if Lessee, for any other reason in its sole discretion, determines that it will be unable to use the Tower or the Premises, in which case the lessee shall pay six (6) additional months' rent. This Agreement may be terminated by the COUNTY, upon ninety (90) days written notice to the Lessee in the event (i) the Federal Communications Commission requires the Lessee to cease operation through no fault of the COUNTY, or (ii) Lessee vacates the Tower for six (6) consecutive months.

(27) Except as otherwise provided in this Agreement, any notice in conjunction with this Agreement shall be in writing and delivered personally or sent by certified mail (prepaid return receipt requested) or by prepaid overnight delivery, and addressed to the following:

To: The Lessee

New York, Susquehanna &  
Western Railway  
1 Railway Avenue  
Cooperstown, New York 13326  
Attention: Nathan R. Fenno, President

Emergency Contact Number:  
800-366-6979 ext. 8 24/7- Hrs.

To: County of Onondaga County

County of Onondaga  
Dept. Emg Communicaions 911  
Attn: Tech Services – NCIA  
3911 Central Avenue  
Syracuse, New York 13215

315-435-8691 24/7 – Hrs.  
315-435-7911 Administrative

(28) This Agreement contains the entire agreement between the Parties, and any executorial agreement hereafter made between the Lessee and the COUNTY shall be ineffective to change, modify, waive, release, discharge, terminate or affect an abandonment of this Agreement, in whole or in part, unless such executorial agreement is signed by the party to be changed. This Agreement may not be orally waived, terminated, changed or modified.

(29) (a) The COUNTY will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower of Property, unless such conditions or concerns are caused by the specific activities of Lessee in the Premises.

(b) Each Party shall hold the other Party harmless and indemnify the other Party from and assume all duties, responsibility and liability at that Party's sole cost and expense, for all



duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the other Party; and (ii) any environmental or industrial hygiene conditions arising out or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by the other Party.

(30) The Lessee agrees to certify to the Federal Communications Commission (FCC) and to the COUNTY that the Lessee's licensed radio frequency (RF) emission exposure(s) meet the Maximum Permissible Exposure (MPE) limits/standards for the antenna(s), and at the communications equipment location. The MPE limits as established by the FCC's Office of Engineering & Technology (OET) under Bulletin-65, and applicable FCC Rule Sections 1 Sub. Section 1307 and 1310, shall act as the basis for these limits/standards. To assure that these standards are met, the COUNTY will assist the Lessee in identifying other tenants who are located on the Tower and are necessary to the Lessee's analysis, and for no other purpose.

The COUNTY will make reasonable effort to inform the Lessee of any material change or addition by other tenants that will or would affect the OET Bulletin-65 MPE Standards. The COUNTY and the Lessee shall report, one to the other whenever an identified or known material breach of the OET Bulletin-65 limits/standards are known or observed. The Lessee is responsible for the training and notification to all persons, employees, and those under its control, to inform of potential MPE limits, if any.

(31) All questions regarding the validity, interpretation, performance or enforcement of the provisions of this Agreement shall be governed by the Laws of the State of New York. Additionally, any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect. The COUNTY warrants that it is the owner of the Property including but not limited to, all buildings and land, and that it has express authority to enter into this Lease Agreement.

**[Remainder of Page Blank. Signature Page to Follow.]**

IN WITNESS WHEREOF, the parties hereto have caused this LICENSE Agreement to be duly executed as of the day and year first above written.

THE NEW YORK SUSQUEHANNA and WESTERN RAILWAY CORPORATION

By: \_\_\_\_\_  
Nathan R. Fenno,  
President

State of New York  
County of Otsego) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared NATHAN R. FENNO, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and knowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

COUNTY OF ONONDAGA

By: \_\_\_\_\_  
Joanne M. Mahoney  
Onondaga County Executive

State of New York)  
County of Onondaga) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared JOANNE M. MAHONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and knowledge to me that she executed the same in her authorized capacity as the Onondaga County Executive, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

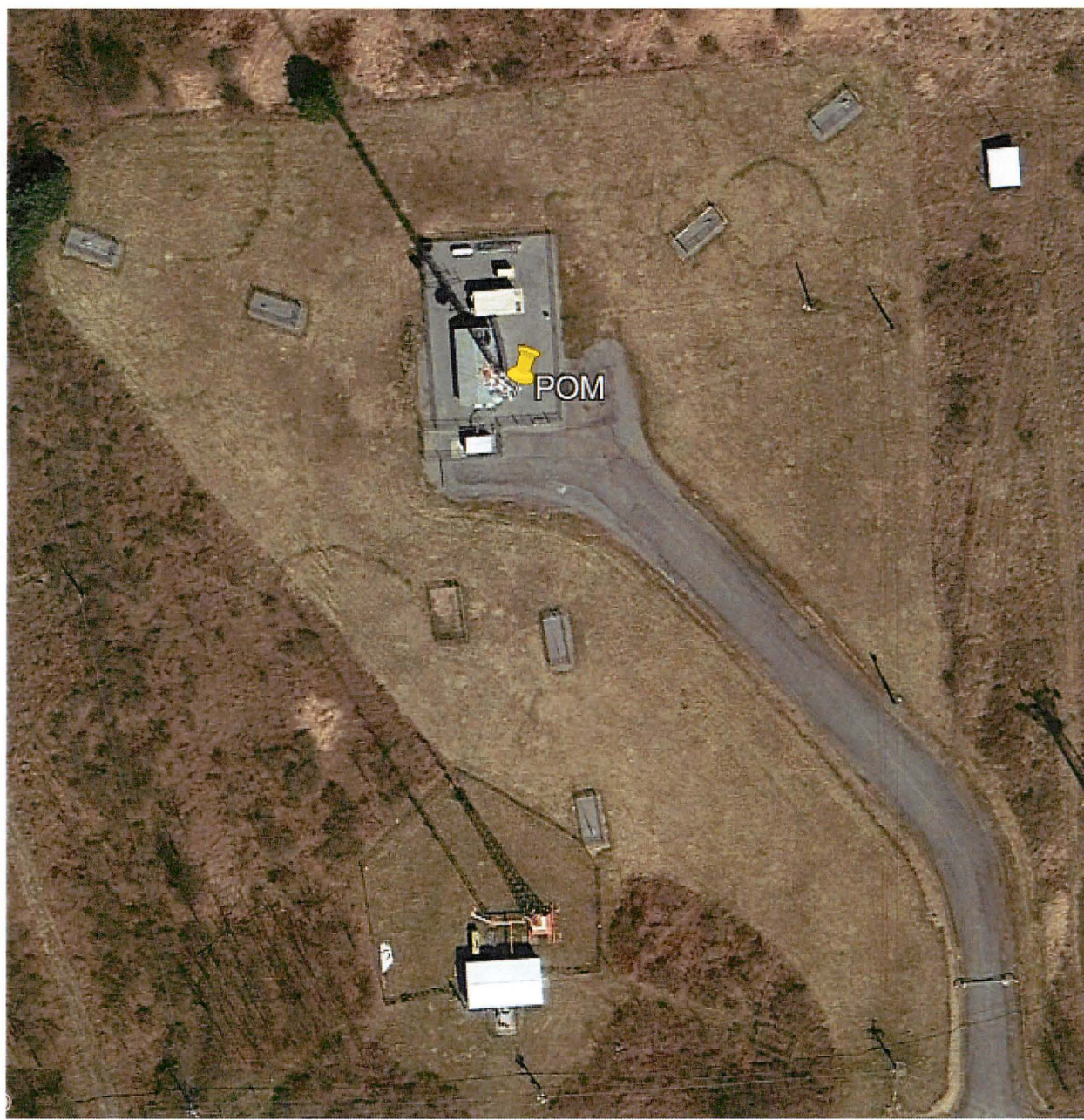
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

THAT TRACT OR PARCEL OF LAND situate in Lot 27, Town of Pompey, County of Onondaga and State of New York, bounded and described as follows:

Beginning at a point on the southwest corner of a parcel of land owned by Onondaga County and recorded in the Onondaga County Clerks Office in Book 1261, page 563, said point also being on the northerly line of Civic Broadcasting Corporation (reputed owner); thence S-84°59'-W 424.04' along the extension of the northerly line of said Civic Broadcasting Corporation (reputed owner), on a line 124.46' northerly and parallel to the northerly R.O.W. Line of Sevier Road, to a point on the southeast corner of lands owned by Herald Corporation (reputed owner); thence N-5°01'-W 385.54' along the easterly line of said Herald Corporation (reputed owner) to the northeast corner of said Herald Corporation (reputed owner); thence N-84°59'-E 424.04' to the northwest corner of the aforementioned Onondaga County parcel; thence S-5°01'-E 385.54' along the westerly line of said Onondaga County parcel, to the point of beginning, containing 3.753 acres of land, more or less.

EXHIBIT B



**EXHIBIT C**

## Contracted Tower Maintenance Provider

<b><u>Contract ID No.</u></b>	<b><u>Vendor Name &amp; Address</u></b>	<b><u>Contact Information</u></b>
3099	Northeast Site and Tower Inc. 4487 Abbey Road Syracuse NY 13215 Vendor Code #8009	Mike Cortese 315-427-7422 <a href="mailto:mcortese@twcny.rr.com">mcortese@twcny.rr.com</a>

**EXHIBIT D**

Updated self-insurance certificates

1a.

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE  
18 JUN 26 PM 1:50

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

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

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

<b>Part 1 - Project and Sponsor Information</b>							
Name of Action or Project: Installation of a FCC licensed land mobile radio repeater							
Project Location (describe, and attach a location map): 7235 Sevier Road, Jamesville, NY 13078 - County of Onondaga, State of New York							
Brief Description of Proposed Action: The proposed action is to allow New York, Susquehanna and Western Railway Corporation ( "NYS&W RR" ) lease space to install an FCC Licensed Repeater. The lease will allow NYS&W RR to place a VHF Repeater in an existing concrete equipment shelter and install a VHF antenna system on the tower.							
Name of Applicant or Sponsor: Onondaga County Department of Emergency Communications		Telephone: 315-435-5104 E-Mail: seansparks@ongov.net					
Address: 3911 Central Avenue							
City/PO: Syracuse		State: New York	Zip Code: 13219				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">NO</td> <td style="text-align: center; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">NO</td> <td style="text-align: center; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

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



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>William R. Biele, Commissioner</u> <u>Onondaga County Dept Emergency Communications</u> Date: <u>06/26/2018</u> Signature: <u>[Signature]</u>		

# Local Law A

AUGUST 1, 2018  
SESSION

LEGISLATOR	AYES	NOES:	ABSENT	
12. KNAPP	✓			
17. ERVIN	✓			
8. RYAN	—		X	
9. CHASE	✓			
10. HOLMQUIST	✓			
11. McBRIDE	✓			
13. BUSH	✓			
14. JORDAN	✓			
16. WILLIAMS	✓			
1. MAY	✓			
2. ROWLEY	✓			
3. BURTIS	✓			
4. TASSONE	✓			
5. CODY	✓			
6. PLOCHOCKI	—		X	
7. BUCKEL	✓			adjourned @ 1:56pm
15. McMAHON	✓			
TOTAL	15	0	2	