



Onondaga County Legislature

DEBORAH L. MATURO
Clerk

DAVID H. KNAPP
Chairman

KATHERINE M. FRENCH
Deputy Clerk

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

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www.ongov.net

RESOLUTION NOS. 125 - 136

OFFICE OF THE CLERK

September 3, 2019

Listed below are the resolutions to be presented to the County Legislature at the September Session. The meeting will be held at **1:00 p.m. on Tuesday, September 3, 2019.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mrs. Tassone**
- D. SALUTE TO FLAG – **Ms. Cody**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS
 - 1. **Public Comment**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 4)

4TH DISTRICT – MRS. TASSONE – COUNTY FACILITIES

- 1. **NO. 125** Amending the 2019 Onondaga County Budget to Accept \$759,195 in Extreme Winter Recovery Funding from the New York State Department of Transportation, and Authorizing the Execution of Agreements (\$759,195) (16-0-1 Ervin)
- 2. **NO. 126** Authorizing Execution of Agreements for the Acceptance of a Permanent Easement Across Property Owned by Honeywell International Inc. Located Along the Western Shore of Onondaga Lake (15-1 Jordan -1 Ervin)
- 3. **NO. 127** Authorizing the Execution of an Empire State Trail Work and Maintenance Agreement Between the New York State Office of Parks, Recreation, and Historic Preservation (“NYSOPRHP”), New York State Department Transportation (“NYSDOT”), and Onondaga County (“COUNTY”) for Trail Crossings on two County Roads (16-0-1 Ervin)
- 4. **NO. 128** Accepting Donation from Friends of the Rosamond Gifford Zoo, and Amending the 2019 County Budget (\$30,000) (16-0-1 Ervin)

5TH DISTRICT – MS. CODY – WAYS AND MEANS

- 5. **NO. 129** Confirming Reappointment to the Onondaga County Civic Development Corporation (Matthew J. Marko) (16-0-1 Ervin)
- 6. **NO. 130** Confirming Appointment to the Onondaga County/Syracuse Commission on Human Rights (Ali Adan) (16-0-1 Ervin)
- 7. **NO. 131** Standard Work Day and Reporting Resolution (16-0-1 Ervin)
- 8. **NO. 132 (WAVIER)** Calling for a Public Hearing on the 2020 County Budget (16-0-1 Ervin)

6TH DISTRICT – MRS. ABBOTT-KENAN

- 9. **NO. 133** Memorializing New York State Department of Corrections and Community Supervision and Division of Parole to Enact Specific Communication Protocol that Alerts the Public to Absconding Violent Offender Parolees in the Interest of Public Safety (16-0-1 Ervin)

8TH DISTRICT – MR. RYAN – PUBLIC SAFETY

10. **NO. 134** Confirming Appointment to the Onondaga County Justice Center Oversight Committee (Christine TenEyck) (16-0-1 Ervin)

12TH DISTRICT – MR. KNAPP

11. **NO. 135** Memorializing New York State to Increase their Reimbursement Rates to the CNY Mobility Alliance (16-0-1 Ervin)

14TH DISTRICT – MR. JORDAN – ENVIRONMENTAL PROTECTION

12. **NO. 136** Authorizing the County Executive to Enter into a Contract with the United States Department of the Interior for the Operation and Maintenance of Stream Gaging Stations in the County of Onondaga (16-0-1 Ervin)

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

Respectfully submitted,



DEBORAH L. MATURO, Clerk
ONONDAGA COUNTY LEGISLATURE

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

September 3, 2019

125

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AMENDING THE 2019 ONONDAGA COUNTY BUDGET TO ACCEPT \$759,195 IN EXTREME WINTER RECOVERY FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING THE EXECUTION OF AGREEMENTS

WHEREAS, New York State recently approved Extreme Winter Recovery funding for the winter of 2018-2019, and Onondaga County's portion has been determined to be \$759,195; and

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

RESOLVED the County Executive is authorized to execute agreements and such other documents as may be reasonably necessary to accept such funds from New York State; and, be it further

RESOLVED that the 2019 budget be amended as follows:

REVENUES:

In Admin. Unit 9310000000

County Road Fund

Speed Type #534040

In Acct. 590024 -St Aid Consol H-Way Aid

\$759,195

APPROPRIATIONS:

In Admin. Unit 9310000000

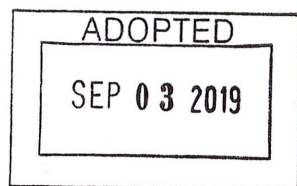
County Road Fund

Speed Type #534040

In Acct 674600 Provision for Capital Projects

\$759,195

EWR
LHT
mmd
dak



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

3rd DAY OF September, 20 19.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUL 22 AM 9:55

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

2.

September 3, 2019

126

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AUTHORIZING EXECUTION OF AGREEMENTS FOR THE ACCEPTANCE OF A PERMANENT
EASEMENT ACROSS PROPERTY OWNED BY HONEYWELL INTERNATIONAL INC. LOCATED
ALONG THE WESTERN SHORE OF ONONDAGA LAKE

WHEREAS, the Onondaga Lake Canalways Trail Phase II Project, PIN 3756.29, involves the construction of a trail system, a project known also as Loop the Lake; and

WHEREAS, Honeywell International Inc. ("Honeywell") is the owner of property located along the western shoreline of Onondaga Lake, between the County's Westside Pumping Station and Harbor Brook, a portion of which is to be used for this trail project; and

WHEREAS, in accordance with its March 14, 2018 Natural Resource Damages Consent Decree obligations, Honeywell is to construct the trail segment located on its aforementioned shoreline property and grant a permanent easement to the County for public use of the trail, as well for the maintenance and repair of the trail by the County, as generally described and depicted on maps and plans prepared by Parsons Engineering, Inc. for Honeywell and entitled Onondaga Lake Southwest Shore Trail, last revised on June 13, 2019; now, therefore be it

RESOLVED, that the County Executive is hereby authorized to execute agreements and such other documents with Honeywell as may reasonably be needed to accept a permanent easement from Honeywell for the trail segment on its property for the consideration of one dollar, payment waived, and to provide access thereto.

Honeywell Trail Easement
BMY
mmd
dak



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

3rd DAY OF September, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUL 19 PM 3:20

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

September 3, 2019

3,

127

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF AN EMPIRE STATE TRAIL WORK AND MAINTENANCE AGREEMENT BETWEEN THE NEW YORK STATE OFFICE OF PARKS, RECREATION, AND HISTORIC PRESERVATION ("NYSOPRHP"), NEW YORK STATE DEPARTMENT TRANSPORTATION ("NYSDOT"), AND ONONDAGA COUNTY ("COUNTY") FOR TRAIL CROSSINGS ON TWO COUNTY ROADS

WHEREAS, New York State's Empire State Trail ("Trail") initiative seeks to connect and extend approximately 400 miles of already existing discrete trail segments into a continuous 750-mile route spanning the state from New York City to Canada and Buffalo to Albany, thereby creating the longest multi-use state trail in the nation; and

WHEREAS, pursuant to Section 3.09 of the Parks, Recreation, and Historic Preservation Law and Section 22 of the Highway Law, NYSOPRHP and NYSDOT (collectively, the "State") wish to enter into an agreement with the County for the construction, ownership, and maintenance of the Trail on County property ("Agreement"), a copy of which is on file with the Clerk of this Legislature; and

WHEREAS, the Trail sections that are the subjects of the Agreement consist of a pedestrian crossing across Warners Road from the existing terminus of the Erie Canal Trail to the proposed location of the Trail (to be constructed by others) in the vicinity of Reed Webster Park, as well as a shared-use path and related improvements along Gerelock Road in the vicinity of the Route 695 underpass; and

WHEREAS, the State will perform all work associated with Trail construction along/across Warners and Gerelock Roads, as set forth in the Agreement, in exchange for the County granting the State access to the sites and agreeing to own said improvements and maintain them for a period of ten (10) years; and

WHEREAS, the County and the State acknowledge the benefits of the Trail in facilitating walking and bicycling by residents and tourists along the Trail route, including utilizing local roads that have lower traffic speeds and volumes, where possible; and

WHEREAS, the County is responsible for maintaining its roads and, in support of the Trail initiative, is willing to own and maintain the aforementioned Trail-related improvements thereto; now, therefore be it

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

Empire State Trail IMA
BMY
mmd
dak

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

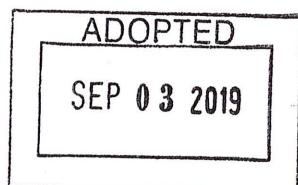
3rd DAY OF September 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUL 19 PM 3:20

RECEIVED
ONONDAGA COUNTY
LEGISLATURE



EMPIRE STATE TRAIL WORK AGREEMENT

Between

The Office of Parks, Recreation, and Historic Preservation,

The New York State Department of Transportation

and The County of Onondaga

RECEIVED
ONONDAGA COUNTY
LEGISLATURE
19 JUL 22 AM 9:08

This Agreement made by and between the New York State Office of Parks, Recreation, and Historic Preservation, hereinafter referred to as “OPRHP,” the New York State Department of Transportation, hereinafter referred to as “NYSDOT” (OPRHP and NYSDOT are hereinafter collectively referred to as “State”), and the County of Onondaga, hereinafter referred to as “Municipality.”

WHEREAS, pursuant to Section 3.09 of the Parks, Recreation, and Historic Preservation Law and Section 22 of the Highway Law, the State and the Municipality wish to enter into this Agreement for the construction, ownership, and maintenance of the Empire State Trail (“Trail”) work on the Municipality’s property; and

WHEREAS, the Municipality and the State acknowledge the benefits of the Trail in facilitating walking and bicycling by residents and tourists along the Trail route, including utilizing local roads that have lower traffic speeds and volumes, where possible; and

WHEREAS, the Municipality by Resolution No. _____ has approved the below-described work at the below-described location; and

WHEREAS, the State and Municipality wish to identify the respective responsibilities of each with regard to the ownership, repair and maintenance of the below-described Trail work;

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the State and Municipality, it is agreed as follows:

1. The Trail work shall be performed at the following location(s):

1) NY Route 173 (Warners Road) – pedestrian crossing across NY Route 173 from the existing terminus of Erie Canal Trail to the proposed Empire State Trail to be constructed by Others

2) Route 695 (BIN 1093349) Underpass (Gerelock Road);

a. Property acquisitions to be owned by the Municipality (if applicable):

i. none;

2. The Trail work shall consist of the following task(s):

1) Restripe the existing crosswalk across NY Route 173

2) Construct ADA-Compliant detectable warning pads

3) Install two pedestrian-activated LED enhanced rectangular rapid flashing beacons (PRFB) along NY Route 173

4) Add warning signage for the crosswalk along NY Route 173

5) Construct a shared-use path along Gerelock Road Underpass

6) Restripe and new striping along Gerelock Road

7) Add delineators along Gerelock Road

8) Construct drainage features along Gerelock Road

9) Add signage for the Empire State Trail;

3. The State through its employees or contractors will perform all the Trail work as described above at its own expense; and
4. The Municipality agrees to own all Trail work improvements performed by the State as described above, and further agrees to repair and maintain those improvements for a period of ten years from the acceptance date set forth in paragraph 10; and
5. The Municipality will permit the State's employees or contractors to enter onto its property for the purpose of performing the above-described Trail work; and
6. If NYSDOT procures a contractor(s) on behalf of the State to perform the work required for the Empire State Trail initiative, all NYSDOT contractor(s) shall secure and maintain insurance and/or bonds in accordance with the terms of NYSDOT's Standard Specifications included in every awarded contract, a copy of which will be provided to the Municipality. Additionally, NYSDOT will require that the Municipality be a named insured on the certificate(s) of insurance required to be provided by the contractor prior to the commencement of construction; and
7. Upon completion of the Trail work, the Municipality shall be notified in writing and will have an opportunity to inspect the work performed; and
8. After inspecting the Trail work, the Municipality agrees to accept ownership of the Trail work as described above and will be responsible for repair and maintenance of the above-described Trail work improvements at the Municipality's expense; and
9. The Municipality agrees to inspect and furnish written acceptance of the Trail work within 15 days of receiving notification from the State or its contractor that the Trail work improvements have been completed; and

10. Upon receipt of the Municipality's written acceptance of the Trail work improvements, or 15 days after the Municipality's receipt of the notification specified in paragraph 9 above, all responsibility for the Trail work improvements as set forth herein shall become the responsibility of the Municipality; and
11. The State shall have no ownership interest and no repair or maintenance responsibility for _____ the Trail work improvements or the portion of the Trail covered by this Agreement.
12. This Agreement shall incorporate the following documents:
 - Agreement Form - this document titled "Empire State Trail Work";
 - Appendix "A" - New York State Required Contract Provisions;
 - Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act);
13. The term of this Agreement shall from April 1, 2019 to December 31, 2030.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date hereinabove set forth:

MUNICIPALITY/SPONSOR:

By: _____

Print Name: _____

Title: _____

Date: _____

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the ____ day of _____, 201__ before me, the undersigned, a Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

APPROVED FOR OPRHP:

By: _____
Robert Hiltbrand

Title: Executive Deputy Commissioner

Date: _____

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER APPROVAL: FOR NYSDOT:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose

authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b.) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

BUDGET DIRECTOR APPROVAL:

By: _____
For the New York State Budget Director
Pursuant to State Highway Law Section 22

Date: _____

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

4,

September 3, 2019

128

Motion Made By Mrs. Tassone

RESOLUTION NO. _____

ACCEPTING DONATION FROM FRIENDS OF THE ROSAMOND GIFFORD ZOO, AND
AMENDING THE 2019 COUNTY BUDGET

WHEREAS, it is necessary to amend the budget and to authorize the acceptance of donated funds from Friends of Rosamond Gifford Zoo, where such funds will be used to support the cost of remote operators for the elephant gates constructed during the Zoo Boardwalk Project; now, therefore be it

RESOLVED, that this County Legislature authorizes the acceptance of the donated funds from the Friends of Rosamond Gifford Zoo, Inc., without condition, and amends the 2019 County Budget, as stated below, to make such funds available for use in connection with the improvements described above, provided that agreements are executed as may be necessary, containing terms and conditions to be negotiated regarding such funds, including, but not limited to, the use and oversight thereof; and, be it further

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

REVENUES:

In Admin Unit 6900000000

Parks Department

In Speed Type #510040

In Project 522737

Zoo Boardwalk

In Account 590057-Other Misc. Revenues

\$30,000

APPROPRIATIONS:

In Admin Unit 6900000000

Parks Department

In Speed Type #510040

In Project 522737

Zoo Boardwalk

\$30,000

RGZ Remote Op Elephant Gates
YV
mmd
dak



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

3rd DAY OF September, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUL 19 PM 3:21

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

4

SEPTEMBER 3, 2019
SESSION

LEGISLATOR

AYES:

NOES:

ABSENT:

1. MAY

17. ERVIN

X

4. TASSONE

5. CODY

6. ABBOTT-KENAN

7. BUCKEL

8. RYAN

9. CHASE

10. HOLMQUIST

11. McBRIDE

13. BUSH

14. JORDAN

15. BOTTRILL

16. WILLIAMS

2. ROWLEY

3. BURTIS

12. KNAPP

TOTAL

16

0

1

5,

September 3, 2019

129

Motion Made By Ms. Cody

RESOLUTION NO. _____

CONFIRMING REAPPOINTMENT TO THE ONONDAGA COUNTY CIVIC DEVELOPMENT CORPORATION

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, acting upon the recommendation of the Chair of the Onondaga County Legislature, has duly reappointed and designated the following individual to serve as a member of the Onondaga County Civic Development Corporation:

REAPPOINTMENT:

Matthew J. Marko
311 Deforest Road
Syracuse, New York 13214

TERM EXPIRES:

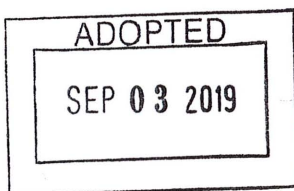
October 6, 2021

and

WHEREAS, such reappointment is made pursuant to the By-Laws of the Onondaga County Civic Development Corporation, subject to confirmation by the Onondaga County Legislature; now, therefore be it

RESOLVED, that the Onondaga County Legislature does confirm the reappointment of the above individual to serve as a member of the Onondaga County Civic Development Corporation for the term specified above or until subsequent action by the County Executive.

Civic Dev Corp Appt
YV
mmd
dak



FILED WITH CLERK
ONON. CO. LEG.
August 6, 2019
RMF

19 AUG 20 AM 10:12

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

31st DAY OF September, 2019.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

5

SEPTEMBER 3, 2019
SESSION

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

September 3, 2019

130

Motion Made By Ms. Cody

RESOLUTION NO. _____

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

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

APPOINTMENT:

Ali Adan
929 Avery Avenue
Syracuse, New York 13204

TERM EXPIRES:

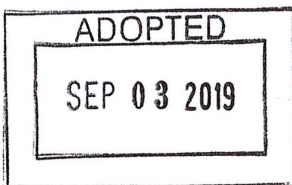
December 31, 2021

and

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

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

Human Rights Comm Appt
YV
mmd
dak



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE
3rd DAY OF September, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

64:3 HD 61 706 61

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

6

SEPTEMBER 3, 2019
SESSION

LEGISLATOR

AYES:

NOES:

ABSENT:

1. MAY

17. ERVIN

X

4. TASSONE

5. CODY

6. ABBOTT-KENAN

7. BUCKEL

8. RYAN

9. CHASE

10. HOLMQUIST

11. McBRIDE

13. BUSH

14. JORDAN

15. BOTTRILL

16. WILLIAMS

2. ROWLEY

3. BURTIS

12. KNAPP

TOTAL

16

0

1

7.

September 3, 2019

31

Motion Made By Ms. Cody

RESOLUTION NO. _____

STANDARD WORK DAY AND REPORTING RESOLUTION

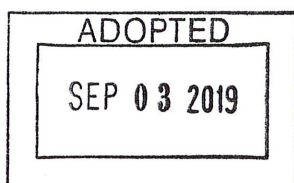
WHEREAS, the County of Onondaga hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials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

L Name	F Name	MI	Title	*Term Begins/Ends	Standard Work Day (hrs/day)	Days/Month (based on Record of Activities)	Tier 1	No record of activities completed
APPOINTED								
McGuire	Lisa	M.	Executive Secretary	January 1, 2019 – December 31, 2019	7	24.98		

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

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

RSWD Sept 2019
DLM
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
3rd DAY OF September, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 AUG -6 AM 11:00

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

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

September 3, 2019

Warner

8.

132

Motion Made By Ms. Cody

RESOLUTION NO. _____

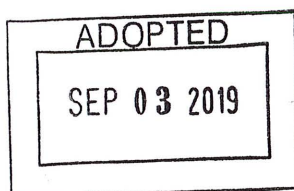
CALLING FOR A PUBLIC HEARING ON THE 2020 COUNTY BUDGET

RESOLVED, that for the fiscal year 2020, the Onondaga County Legislature hereby calls a Public Hearing to be held by the Ways and Means Committee on the Proposed County Budget, the Capital Program, the Budget Message, and the Schedule of Rates to be Charged for Water and Water Service provided by the Onondaga County Water District, where such items have been submitted for review by the Ways and Means Committee, consistent with Article VI of the Onondaga County Charter and Administrative Code and Resolution No. 162-2014, together with any reports as may be issued by the Ways and Means Committee in connection with its review of such items; and, be it further

RESOLVED, that the annual salaries to be fixed and paid to the Onondaga County Legislators within fiscal year 2020 shall be established by the Legislature following submission of the Onondaga County Executive's proposed budget, legislative review of the proposed budget, report thereon by the Ways and Means Committee pursuant to section 603 of the County Charter, and completion of the Public Hearing on the proposed budget noticed hereby pursuant to section 604 of the County Charter, and shall be consistent with the budget and levy adopted pursuant to sections 605 and 606 of the County Charter, provided, however, that any salaries so fixed may be subsequently modified in such manner and by such mechanisms as may be consistent with applicable law, and provided further that in no event shall the salaries so established exceed \$65,000 for any Legislator for the 2020 fiscal year; and, be it further

RESOLVED, that such Public Hearing shall be held at the Legislative Chambers in the County Courthouse, 401 Montgomery Street, Syracuse, New York, on the 3rd day of October, 2019, at 6:00 p.m.

Budget 2020 – PH
YV
dak



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

3rd DAY OF September, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 AUG 13 PM 3:50

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

8

SEPTEMBER 3, 2019
SESSION

LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				<i>Ms. Cody requested a waiver; no objection. Waiver allowed.</i>
17. ERVIN			X	
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. BOTTRILL				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
12. KNAPP				
TOTAL	16	0	1	

September 3, 2019

9.
133

Motion Made By Mrs. Abbott-Kenan

RESOLUTION NO. _____

MEMORIALIZING NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY
SUPERVISION AND DIVISION OF PAROLE TO ENACT SPECIFIC COMMUNICATION
PROTOCOL THAT ALERTS THE PUBLIC TO ABSCONDING VIOLENT OFFENDER PAROLEES
IN THE INTEREST OF PUBLIC SAFETY

WHEREAS, violent offender parolees are the country's most dangerous offenders and pose a higher risk of re-offending and pose an immediate threat to the public when they abscond; and

WHEREAS, the Department of Corrections and Community Supervision [DOCCS] has the responsibility, through the Division of Parole, to supervise the violent offender parolee population to ensure public safety; and

WHEREAS, DOCCS works collaboratively with local, state, tribal, and national law enforcement agencies to apprehend violent offender parole absconders; and

WHEREAS, DOCCS lack of a public communication protocol, that specifically targets and alerts communities about violent offender parole absconders, threatens public safety; and

WHEREAS, the Onondaga County Legislature has no tolerance for violent offender parolees who evade the law; and

WHEREAS, the Onondaga County Legislature is firmly committed to safeguarding communities from all forms of potential harm; now, therefore be it

RESOLVED, that this Onondaga County Legislature hereby requests that DOCCS and the Division of Parole, improve collaboration with local, state, tribal and national law enforcement agencies in circumstances of violent offender parole absconders, based on their danger to the public and prior offenses; and, be it further

RESOLVED, that this Onondaga County Legislature hereby implores that DOCCS and the Division of Parole enact specific targeted communication protocol, based on these identifying factors, that will immediately alert the local community about the violent offender parole absconder in the area and urge the local community to be cautious and vigilant until the absconder is apprehended; and, be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit a copy of this resolution to the DOCCS Commissioner, Board of Parole Chairwoman, New York State Governor, and State Legislators representing Onondaga County, urging immediate attention to this matter.

Mem Violent Offender Parole Absconder
YV
dak

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

31st DAY OF September, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

ADOPTED

SEP 03 2019

19 AUG -5 AM 10:55

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

9

SEPTEMBER 3, 2019
SESSION

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

10.

September 3, 2019

34

Motion Made By Mr. Ryan

RESOLUTION NO. _____

CONFIRMING APPOINTMENT TO THE ONONDAGA COUNTY JUSTICE CENTER OVERSIGHT
COMMITTEE

WHEREAS, J. Ryan McMahon, II, Onondaga County Executive, acting upon the recommendation of the Chair of the Onondaga County Legislature, has duly appointed and designated the following individual to serve as a member of the Onondaga County Justice Center Oversight Committee:

APPOINTMENT:

Christine TenEyck
99 Ball Road
Syracuse, New York 13215

TERM EXPIRES:

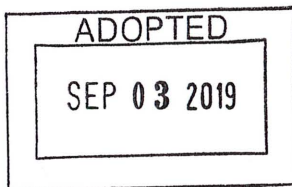
December 31, 2021

and

WHEREAS, such appointment is made pursuant to Local Law No. 4-2015, subject to confirmation by the Onondaga County Legislature; now, therefore be it

RESOLVED, that the Onondaga County Legislature does confirm the appointment of the above individual to serve as a member of the Onondaga County Justice Center Oversight Committee for the term specified above or until subsequent action by the County Executive.

JC Oversight Comm Appt
YV
mmd
dak



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

3rd DAY OF September, 20 19.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUL 19 PM 3:03

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

10

SEPTEMBER 3, 2019
SESSION

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

September 3, 2019

11.
135

Motion Made By Mr. Knapp

RESOLUTION NO. _____

MEMORIALIZING NEW YORK STATE TO INCREASE THEIR REIMBURSEMENT RATES TO
THE CNY MOBILITY ALLIANCE

WHEREAS, the CNY Mobility Alliance is an association of non-emergency medical transportation companies in Onondaga County, providing door to door ambulette transportation to the elderly and disabled, with specially equipped wheelchair accessible vehicles certified by the NYS Department of Transportation and all drivers maintaining commercial licenses regulated by the NYS DMV Bus Driver Unit; and

WHEREAS, members account for over 80% of these specially equipped vehicles in Onondaga County, including Adams Apple Services, Empire DM, Going Places Transportation, Speedy Medical Transport, and Suburban Transportation; and

WHEREAS, the mission is to maintain the highest quality and safety standards of ambulette services delivered to our citizens by improving the regulatory and financial environment for service providers. Ambulette services provide an integral link between patients and healthcare providers. Thousands of Onondaga County residents, living with chronic illness and in poverty, rely on these specialized transportation services to get to medical appointments, mental health services, adult day healthcare, and life sustaining dialysis and chemotherapy treatment; and

WHEREAS, simply put, these residents are some of the most vulnerable in our community and we are there for them every day; and

WHEREAS, the majority of ambulette transportation is paid for by New York State Department of Health Medicaid and Medicaid Managed Care Plans, and due to the high cost of operating specialized passenger transportation vehicles, adequate reimbursement from the Department of Health to fund ambulette providers is essential, as public transit and taxi services are not feasible for these individuals due to their physical or developmental abilities; and

WHEREAS, prior to 2011 Medicaid Transportation was managed by Onondaga County, ambulette providers would submit requests to the Commissioner of Social Services for increased reimbursement as costs increased; and

WHEREAS, the 2010–11 State Budget took away the counties' authority and gave the State Commissioner of Health complete authority to assume the administration of Medicaid transportation; and

WHEREAS, since the shift from county to state management of Medicaid transportation, Onondaga County has not received an increase for ambulette wheelchair, stretcher, or adult day healthcare transportation, where the current wheelchair reimbursement is less than it was in 2008, when the County approved its last increase; and

WHEREAS, Onondaga County falls in the lowest 15th percentile for ambulette reimbursement in the State of New York, and counties such as Erie, Monroe, Albany, Schenectady, Rensselaer, Cortland counties have enjoyed reimbursement rates up to 25% higher for years, and Long Island providers have rates up to 100% higher; and

WHEREAS, ambulette providers have incurred massive increases in the cost of labor, fleet auto insurance, workers' compensation insurance, vehicle costs, health insurance, etc., and providers have gone out of business and the rest continue to struggle to retain quality staff, with drivers leaving the industry because they can find more lucrative driving jobs within industries who are able to pass on cost increases to their customers; and

WHEREAS, the CNY Mobility Alliance strongly urges the New York State Department of Health to increase their rate and requests the following fee schedule:

Service	Code	Proposed Rate
Ambulette Wheelchair	A0130	36.00
Ambulette Stretcher	T2005	100.00
Ambulette Wheelchair Off-Hours	A0130:TV	41.00
Ambulette Adult Daycare	A0130:HC	25.00
Ambulette Mileage	Approve Door to Door Mileage within Onondaga County	

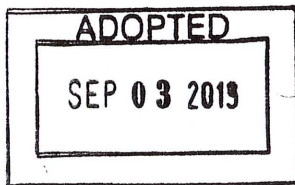
and,

WHEREAS, without an immediate increase in reimbursement rates there will be a devastating impact to healthcare access for the elderly and disabled in our community, and hundreds of consistent full-time jobs will be at risk; now, therefore be it

RESOLVED, that the Onondaga County Legislature on this day of September 6, 2019 fully supports this request and strongly urges Governor Andrew Cuomo and the New York State Department of Health to approve this request immediately; and, be it further

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

Memorialize - Medicaid Transportation
LHT
dak



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

3rd DAY OF September, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK

ONON. CO. LEG.

July 31, 2019
KMF

19 AUG 14 PM 3:33

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

11				SEPTEMBER 3, 2019 SESSION
LEGISLATOR	AYES:	NOES:	ABSENT:	
1. MAY				<i>Mr. Holmquist assumed the Chair so that Chairman Knapp could debate. Following debate, Chairman Knapp re-assumed the Chair.</i>
17. ERVIN			X	
4. TASSONE				
5. CODY				
6. ABBOTT-KENAN				
7. BUCKEL				
8. RYAN				
9. CHASE				
10. HOLMQUIST				
11. McBRIDE				
13. BUSH				
14. JORDAN				
15. BOTTRILL				
16. WILLIAMS				
2. ROWLEY				
3. BURTIS				
12. KNAPP				
TOTAL	16	0	1	

12.

September 3, 2019

136

Motion Made By Mr. Jordan

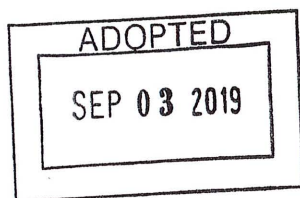
RESOLUTION NO. _____

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT WITH THE
UNITED STATES DEPARTMENT OF THE INTERIOR FOR THE OPERATION AND
MAINTENANCE OF STREAM GAGING STATIONS IN THE COUNTY OF ONONDAGA

WHEREAS, the United States Department of the Interior has agreed to operate and maintain five (5) gaging stations in the County of Onondaga and an agreement for such purpose is authorized herein; now, therefore be it

RESOLVED, that the County Executive hereby is authorized to enter into an agreement with the United States of America, Department of the Interior, for the operation and maintenance of five (5) gaging stations, where such services shall be conducted for a one-year period, commencing October 1, 2019, and terminating September 30, 2020, for a total sum of up to \$114,070, of which amount Onondaga County is to contribute an amount not to exceed \$74,170 and the United States Department of the Interior is to contribute \$39,900, which amounts are deemed by this Legislature to be fair and reasonable for such services.

US Stream Gaging
YV
mmd
dak



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

3rd DAY OF September, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

19 JUL 19 PM 3:45

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

12				SEPTEMBER 3, 2019 SESSION	
LEGISLATOR	AYES:	NOES:	ABSENT:		
1. MAY					
17. ERVIN			X		
4. TASSONE					
5. CODY					
6. ABBOTT-KENAN					
7. BUCKEL					
8. RYAN					
9. CHASE					
10. HOLMQUIST					
11. McBRIDE					
13. BUSH					
14. JORDAN					
15. BOTTRILL					
16. WILLIAMS					
2. ROWLEY					
3. BURTIS				Adjourned at 1:45 p.m.	
12. KNAPP					
TOTAL	16	0	1		